

Melkib.com Online Store Terms and Conditions

and direct distance sales

Last updated: 11 September 2026

Effective from: 30 September 2026

Translation note: This English version is a translation of the Polish version. In the event of any discrepancy, the Polish version shall prevail.

§ 1. General provisions

1. These Terms and Conditions set out the rules for using the Melkib.com online store, placing orders, entering into sales contracts, payments, deliveries, withdrawal from the contract, complaints and the provision of electronic services. These Terms and Conditions also apply to direct distance sales contracts concluded with Consumers or Entrepreneurs with Consumer Rights by e-mail or telephone, where the Seller accepts an order through such channel.
2. The Seller is Melkib Klus Raczek Spółka Komandytowa, with its registered office at ul. Stawowa 91, 43-400 Cieszyn, Poland, NIP 548-212-91-59, REGON 072176935, entered in the Register of Entrepreneurs of the National Court Register (KRS) under no. 0000983585, share capital PLN 105,000.00.
3. Contact with the Seller: tel. +48 509 336 666, e-mail: sprzedaz@melkib.com.
4. These Terms and Conditions are addressed to Consumers, Entrepreneurs with Consumer Rights and business Customers purchasing through Melkib.com, subject to paragraph 5 below.
5. Professional B2B transactions concluded through Melkib.com are governed jointly by these Terms and Conditions and the General Terms and Conditions of Sale of Melkib ("GTC", Polish: OWS). These Terms and Conditions govern in particular the use of the Store and the placing of Orders, whereas the GTC govern the commercial terms of professional B2B sales, including statutory warranty for defects, liability, complaints, Product selection, payments, transport and voluntary returns. The GTC do not limit the rights of Consumers or Entrepreneurs with Consumer Rights.
6. These Terms and Conditions are available free of charge in the Store in a form that allows them to be downloaded, saved and printed. The Seller retains archived versions of the Terms and Conditions.

§ 2. Definitions

1. Seller - Melkib Klus Raczek Spółka Komandytowa referred to in § 1.
2. Store - the online store available at melkib.com.
3. Customer - a natural person, legal person or organisational unit making a purchase or using the Store.
4. Consumer - a natural person entering into a legal transaction with the Seller which is not directly related to that person's business or professional activity.

5. Entrepreneur with Consumer Rights - a natural person conducting business activity and entering into a contract directly related to that business activity, where the content of the contract indicates that the contract is not of a professional nature for that person, taking into account in particular the subject of that person's business activity.
6. Entrepreneur - a Customer making a purchase in connection with business or professional activity who is neither a Consumer nor an Entrepreneur with Consumer Rights.
7. Product - movable property offered by the Seller, including in particular adhesives, chemical products, oils, greases, coolants, wiping materials, accessories and other industrial products.
8. Specialist Product - a Product requiring specific technical knowledge or particular transport, storage, application or safety conditions, including in particular a chemical Product, an ADR Product, or a Product accompanied by a safety data sheet or technical data sheet.
9. Account - the Customer's individual user panel in the Store.
10. Order - a statement made by the Customer with the intention of concluding a sales contract.
11. Contract - a sales contract for a Product concluded between the Customer and the Seller.
12. Durable Medium - a medium enabling information to be stored and accessed in the future for a period appropriate to the purpose of that information, including in particular e-mail, PDF or paper.

§ 3. Services provided electronically

1. Depending on the current functionality of the Store, the Seller provides the following electronic services free of charge, including in particular: maintaining an Account, providing the shopping cart and order form, enabling purchases without an Account, publishing reviews, maintaining a wish list, sending Product availability notifications, operating the loyalty programme and providing the newsletter.
2. Use of the Store requires a device with Internet access, an up-to-date web browser supporting standard web technologies and an active e-mail account for functions requiring e-mail communication.
3. The agreement for maintaining an Account is concluded for an indefinite period upon successful Account registration. The Customer may terminate it at any time using the function available in the Account or by e-mail to sprzedaz@melkib.com. Deletion of the Account does not affect Contracts previously concluded, tax, accounting or complaint obligations, or claims of the parties.
4. The shopping cart and order form service is a one-off service and ends when an Order is placed or when the purchase process is abandoned without placing an Order. The wish list and availability notifications are provided until disabled by the Customer or until the relevant functionality is discontinued.
5. The newsletter is provided after the required consent has been given and may be discontinued at any time, in particular via the unsubscribe link in a message or by contacting the Seller.
6. The Customer is required to provide true, complete and up-to-date data, protect login credentials and refrain from supplying unlawful content or taking actions that interfere with the security or operation of the Store.

7. Complaints concerning the operation of the Account, shopping cart, login, wish list, notifications, newsletter or other electronic services may be sent to sprzedaz@melkib.com. The report should preferably include a description of the problem, the e-mail address associated with the Account and, where possible, a screenshot. The Seller considers such reports without undue delay, as a rule no later than within 14 days.

§ 4. Reviews and user content

1. Reviews concerning Products or service may be published in the Store.
2. Reviews collected through the GetReview system are sent to Customers after a purchase and are linked to a specific order. At the same time, the Store may allow reviews to be added directly from a Product page; in such case the Seller does not always verify whether the author purchased or used the relevant Product.
3. If a specific review does not carry a designation confirming a purchase or another form of verification, it should not be assumed that the Seller verified that the author purchased the Product.
4. The Seller does not commission the publication of fake reviews and does not remove reviews solely because they are negative. Reviews may be moderated or removed if they violate the law, third-party rights or accepted standards of conduct, contain offensive or advertising content or spam, or do not concern the reviewed Product or service.
5. Reports concerning unlawful content may be sent to sprzedaz@melkib.com, indicating the content concerned, its location and the reasons for the report.

§ 5. Placing Orders through Melkib.com and conclusion of the Contract

1. Information about Products presented in the Store, including descriptions, photographs, prices and availability, constitutes an invitation to enter into a contract and not an offer within the meaning of the Polish Civil Code, unless expressly stated otherwise.
2. An Order placed by the Customer constitutes an offer to conclude the Contract.
3. The purchase process includes at least selecting the Product, providing the required data, selecting delivery and payment, making these Terms and Conditions available and - in the case of professional B2B - providing a direct link to the current GTC, and using a button clearly indicating the obligation to pay.
4. An automatic message confirming receipt of the Order by the system does not constitute acceptance of the offer unless the message expressly states otherwise.
5. The Contract is concluded when the Seller sends confirmation that the Order has been accepted for processing or when the Product is dispatched, whichever occurs first.
6. The Seller may refuse to accept an Order for justified reasons, including in particular permanent unavailability of the Product, an obvious price or description error, non-payment where prepayment is required, incorrect data, violation of law or a justified suspicion of abuse. Any payment received shall then be refunded without undue delay.

§ 6. Consumer Orders placed by e-mail or telephone

1. Where the Seller accepts an Order from a Consumer or an Entrepreneur with Consumer Rights by e-mail, before the Contract is concluded the Seller provides the Customer on a Durable Medium with the essential terms of the transaction, including in particular the Product, price, delivery costs, method and due date of payment, expected completion date and these Terms and Conditions.
2. In the case of an Order agreed by telephone, the Seller sends the Customer on a Durable Medium a summary of the agreed terms together with these Terms and Conditions. The Contract is concluded only after the Customer confirms acceptance of those terms, in particular by replying to an e-mail, unless mandatory law provides for a different moment of conclusion of the Contract.
3. This section does not limit the Seller's information obligations arising under the Polish Consumer Rights Act.

§ 7. Business purchases and the Entrepreneur with Consumer Rights

1. A natural person conducting business activity may benefit from rights applicable to Consumers to the extent provided by law if the Contract is directly connected with that person's business activity but is not of a professional nature for that person.
2. Where it is not clear from the content of the Contract whether it is of a professional nature for the Customer, the Customer may, no later than upon conclusion of the Contract, voluntarily declare whether the Contract is of a professional nature. Making such declaration is not a condition for concluding the Contract.
3. Example wording of the voluntary declaration: "I declare that the contract being concluded is of a professional nature for me and is connected with my business activity."
4. The declaration, data from CEIDG and the other circumstances of the transaction may be taken into account when determining the Customer's status.
5. The GTC apply to professional B2B purchases through Melkib.com. Acceptance of the GTC is separate from the voluntary declaration concerning the professional nature of the Contract.

§ 8. Prices, promotions and payments

1. Prices presented to Consumers and Entrepreneurs with Consumer Rights are gross prices and include applicable taxes. A net price may additionally be shown as information for business Customers.
2. Before placing an Order, the Customer is informed of the total amount payable, including the price of the Product, delivery costs and any other applicable charges.
3. Where a price reduction is announced, the Seller provides information on the lowest price of the relevant Product during the period required by applicable law.
4. Available payment methods are presented in the Store or in the terms of the offer before the Contract is concluded. Detailed rules governing payment services may be set out in the terms of their respective operators.

5. In the case of prepayment, failure to make payment within the period indicated for the Order or, if no period is indicated, within 7 calendar days, may result in cancellation of an Order that has not yet been accepted for processing.

§ 9. Delivery, collection and Specialist Products

1. Available delivery methods, costs and estimated delivery times are presented before the Contract is concluded.
2. Chemical Products, ADR Products, liquids, oils, heavy or oversized Products or Products requiring special conditions may have restricted delivery methods or individually determined transport costs.
3. The Customer should, where possible, inspect the condition of the shipment upon delivery. Drawing up a damage report with the carrier and taking photographs facilitates the handling of a claim, but failure to draw up such report does not deprive a Consumer of statutory rights.
4. In the case of a Consumer, the risk of accidental loss of or damage to the Product passes to the Consumer when the Product is handed over to the Consumer or to a third party designated by the Consumer other than the carrier, except where the Consumer independently chose a carrier not offered by the Seller.
5. In professional B2B transactions, the transfer of risk is governed by the GTC.

§ 10. SDS/TDS documentation and technical advice

1. Before using Specialist Products, the Customer should read the label, instructions, technical data sheet, safety data sheet and other safety information applicable to the relevant Product.
2. Documentation may be provided electronically, in particular by e-mail, as a file or by a direct link to a document in the Store or on the Seller's portal. Where a safety data sheet is required, the Seller ensures that it is supplied in accordance with applicable law.
3. Technical advice is based on information provided by the Customer. For professional or production applications, the Customer should carry out its own tests under intended conditions of use unless the parties expressly agree otherwise.
4. This section does not limit the Seller's liability towards a Consumer or an Entrepreneur with Consumer Rights arising under mandatory law.
5. The Store may offer specially marked Products with a short remaining shelf life or - where legally permitted - Products after the stated shelf life/use-by date has expired, in particular at a reduced price. The specific shelf life/use-by date or the fact that it has expired is clearly presented in the Product description or elsewhere in the purchase process before the Contract is concluded.
6. In the case of a Consumer or an Entrepreneur with Consumer Rights, where the stated shelf life/use-by date constitutes a deviation from the requirements for conformity of the Product with the Contract, the Seller clearly informs the Customer of that specific deviation and the Customer separately and expressly accepts it before the Contract is concluded, where required by applicable law.
7. A Product after the stated shelf life/use-by date has expired may be offered only where its sale and intended use are permitted by applicable law and safety requirements.

§ 11. Right of withdrawal from the Contract

1. A Consumer and an Entrepreneur with Consumer Rights may withdraw from a distance Contract within 14 days without giving any reason, subject to statutory exceptions.
2. As a rule, the period begins on the day on which the entitled Customer or a third party designated by that Customer other than the carrier takes possession of the Product, and where several items are delivered separately - on the day the last item is taken into possession.
3. To meet the deadline it is sufficient to send an unequivocal statement of withdrawal before the deadline expires, in particular to sprzedaz@melkib.com. Use of the form attached to these Terms and Conditions is optional.
4. The Customer returns the Product without undue delay and no later than 14 days after withdrawal. The direct cost of return is borne by the Customer unless the Seller has agreed to bear it or applicable law provides otherwise.
5. The Seller refunds payments received, including the cost of the least expensive ordinary delivery method offered by the Seller, no later than within the period required by law. The Seller may withhold the refund until receipt of the Product or evidence of its return where permitted by law.
6. If the Customer withdraws only from part of the Order, the original delivery cost is refunded only to the extent required by law or justified by the method used to calculate the delivery cost.
7. The Customer is liable for any diminished value of the Product resulting from handling it beyond the extent necessary to establish the nature, characteristics and functioning of the Product. For chemical Products, relevant circumstances may include breaking a seal, opening the packaging, contamination, improper storage or loss of batch traceability.

§ 12. Exceptions to the right of withdrawal

1. The right of withdrawal does not apply in the cases specified in Article 38 of the Polish Consumer Rights Act, including in particular to non-prefabricated Products made to the Customer's specifications or serving the Customer's individual needs, Products liable to deteriorate rapidly or having a short expiry/use-by period, Products supplied in sealed packaging which cannot be returned after opening due to health protection or hygiene reasons, and Products which, after delivery, become inseparably combined with other items.
2. Information on the application of a specific statutory exception may additionally be displayed on the Product page, in the shopping cart or in pre-contract communication.
3. Professional B2B Customers do not have a statutory 14-day right of withdrawal. Voluntary B2B returns are governed by the GTC.

§ 13. Complaints and conformity of the Product with the Contract

1. The Seller is required to supply a Product conforming to the Contract to Consumers and Entrepreneurs with Consumer Rights.
2. The Seller is liable for any lack of conformity of the Product with the Contract that existed at the time the Product was delivered and became apparent within the period provided by applicable law. As a rule, this period is two years from delivery; however, if the Product's shelf life or use-

by period specified by the Seller, its legal predecessors or persons acting on their behalf is longer, liability continues for that longer period.

3. A complaint may be submitted in any form, in particular by e-mail to sprzedaz@melkib.com or in writing to the Seller's address. A receipt or original packaging is not a condition for accepting a complaint if the purchase can be demonstrated otherwise.
4. To facilitate handling, it is recommended to provide the Customer's details, the Order number or other proof of purchase, Product name, description of the non-conformity, date it was identified, the requested remedy and, where possible, photographs and the batch/LOT designation.
5. An entitled Customer may request repair or replacement of the Product. In the cases specified by law, the Customer may request a price reduction or withdraw from the Contract.
6. The Seller will respond to a complaint from a Consumer or Entrepreneur with Consumer Rights within 14 days of receipt. Failure to respond within that period constitutes acceptance of the complaint. The response is provided on paper or another Durable Medium.
7. The Customer makes the Product available to the Seller where necessary for handling the complaint. The Seller bears the costs of collection, repair, replacement or return to the extent required by applicable law.
8. Complaints of professional B2B Customers are governed by the GTC.

§ 14. Invoices and KSeF

1. The Seller issues and makes sales documents available in accordance with applicable law, including the regulations governing the Polish National e-Invoicing System (KSeF - Krajowy System e-Faktur), where applicable.
2. In the event of temporary unavailability of external systems, the Seller may provide the Customer with a visualisation of the invoice or information concerning the document, without prejudice to the obligation to issue the invoice correctly.

§ 15. Personal data, cookies and marketing

1. The Seller is the controller of personal data. Detailed information on the purposes and legal bases of processing, data recipients, retention periods and the rights of data subjects is set out in the Privacy Policy.
2. The use of cookies and similar technologies is described in the Privacy and Cookies Policy and in the consent management mechanism available in the Store.
3. The newsletter and other marketing communications are carried out on the appropriate legal basis, including after obtaining consent where required by the GDPR or the Polish Electronic Communications Law.

§ 16. Accessibility of the e-commerce service

1. The Melkib.com e-commerce service includes in particular browsing and searching the offer, using the shopping cart, placing and paying for Orders, using the Account and additional functions described in these Terms and Conditions.

2. The Seller makes information concerning the accessibility of the e-commerce service, as required by applicable law, available in the Store or in a separate accessibility document.
3. Reports concerning accessibility barriers or difficulties in using the Store may be sent to sprzedaz@melkib.com. Where possible, the report should identify the function, page or element concerned.

§ 17. Alternative dispute resolution

1. A Consumer may use out-of-court methods for handling complaints and pursuing claims, including in particular assistance from a municipal or district consumer ombudsman, the Trade Inspection, mediation or proceedings before a competent ADR entity.
2. Information on available ADR entities and procedures is published by the Polish Office of Competition and Consumer Protection (UOKiK) and other competent authorities. Use of such procedure is voluntary unless the law provides otherwise.

§ 18. Amendments to the Terms and Conditions

1. The Seller may amend these Terms and Conditions for important reasons, including in particular changes in law, Store functionality, payment or delivery methods, security requirements, technology or sales organisation.
2. Amendments concerning services provided on a continuous basis are communicated to Customers holding an Account with appropriate advance notice on a Durable Medium or in another legally permitted manner. The Customer may terminate the Account agreement if the Customer does not accept the amendment.
3. Amendments do not affect sales Contracts concluded before they take effect unless this results from mandatory law.

§ 19. Final provisions

1. Matters not governed by these Terms and Conditions are governed by Polish law, including in particular the Polish Civil Code, the Consumer Rights Act, the Act on the Provision of Electronic Services, personal data protection regulations, the Electronic Communications Law and regulations concerning the accessibility of e-commerce services.
2. These Terms and Conditions do not limit the rights of Consumers or Entrepreneurs with Consumer Rights arising under mandatory law.
3. Jurisdiction in disputes with Consumers and Entrepreneurs with Consumer Rights is determined by applicable law. In disputes with professional Entrepreneurs, the GTC also apply.
4. If any provision of these Terms and Conditions is found to be invalid or ineffective, this does not affect the validity of the remaining provisions.
5. These Terms and Conditions apply from 30 September 2026.

Appendix 1. Model withdrawal form

Use of this form is optional.

Addressee	Melkib Klus Raczek Sp.k., ul. Stawowa 91, 43-400 Cieszyn, Poland; sprzedaz@melkib.com
Product(s)	..... .....
Order number	..... .....
Contract / receipt date	..... .....
Full name	..... .....
Address	..... .....
Date / signature (paper form)	..... .....

Appendix 2. Model complaint form

Use of this form is optional and is not a condition for the complaint to be considered.

Customer details	..... .....
Order number / purchase	..... .....
Product	..... .....
Date received	..... .....
Description of non-conformity	..... ..... ..... .....
Requested remedy	repair / replacement / price reduction / withdrawal / other:
Attachments	photos / damage report / other: