

# Terms and Conditions of the Melkib.com Online Store

Version effective from 4 December 2025 to 29 September 2026

This document is retained in the archive in the wording applicable during the period indicated above.

Last updated: 4 December 2025.

## § 1. General provisions

**1.1.** These terms and conditions (hereinafter: the "Terms and Conditions") set out the rules for using the Melkib.com online store and the rules for in-store sales conducted by Melkib Klus Raczek Spółka Komandytowa, with its registered office at ul. Stawowa 91, 43-400 Cieszyn, entered in the National Court Register (KRS) under no. 0000983585 (District Court in Bielsko-Biała, 8th Commercial Division of the National Court Register). NIP 548-212-91-59, REGON 072176935, share capital PLN 105,000.00.

**1.2.** Contact - tel.: 33 851 46 01; e-mail: sprzedaz@melkib.com.

**1.3.** Addressees of the Terms and Conditions - Consumers (B2C), entrepreneurs entitled to consumer protection under Polish law, and professional entrepreneurs (B2B).

**1.4.** External sales - the Seller also offers products on Allegro.pl and on the B2B platform; the terms and conditions of those services apply, while these Terms and Conditions apply on a supplementary basis.

**1.5.** Availability of the Terms and Conditions - free of charge online in a form that allows them to be downloaded, saved and printed.

## § 2. Definitions

**2.1.** Customer - a natural person, legal person or organisational unit making a purchase.

**2.2.** Consumer - a natural person entering into a legal transaction with the Seller that is not directly related to that person's business or professional activity (Article 22(1) of the Polish Civil Code); this also includes the so-called entrepreneur entitled to consumer protection (Article 7aa of the Polish Consumer Rights Act, Article 385<sup>5</sup> of the Polish Civil Code).

**2.3.** Entrepreneur - a Customer making a purchase as part of a business or professional activity (B2B), excluding an entrepreneur entitled to consumer protection.

**2.4.** Seller - the entity indicated in § 1.

**2.5.** Product / Goods - movable property offered in the Store; factory-new, free from defects and lawfully placed on the market, unless the description of the Goods expressly states otherwise (e.g. used Goods).

**2.6.** Agreement - a sales agreement concluded at a distance (through the Store) or in a physical store.

**2.7.** Durable medium - a medium enabling information to be stored in a manner allowing access to it in the future for a period appropriate to the purposes for which the information is intended (e.g. e-mail, PDF, paper).

**2.8.** Store - the website available at melkib.com.

**2.9.** Account - the Customer's individual panel in the Store, protected by a login and password.

**2.10.** Loyalty Programme - the points-based system described in § 7.

## § 3. Technical requirements and Customer Account

- 3.1.** To use the Store, a device with Internet access, a browser supporting JavaScript and cookies, and an active e-mail account are required. Use of the Store may involve standard data transmission charges imposed by the network operator.
- 3.2.** Registration - voluntary and free of charge; purchases may also be made as a “guest” (without creating an Account).
- 3.3.** Account registration - the Customer may create an Account by completing the registration form and accepting the Terms and Conditions. The agreement for maintaining the Account is concluded for an indefinite period when registration is confirmed via an activation link (if used).
- 3.4.** Account data - the Customer is obliged to provide true data and keep it up to date. The Customer should protect login credentials and not disclose them to third parties. The Customer is responsible for actions taken by persons to whom the Customer has disclosed login credentials.
- 3.5.** Additional functionalities - the Account makes it possible, among other things, to track order status, view purchase history, use the Loyalty Programme, view billing data and participate in promotional campaigns, if such campaigns are organised.
- 3.6.** Account deletion - the Customer may terminate the Account maintenance agreement at any time (request deletion of the Account) by sending an e-mail or using the relevant function in the Store. Deletion of the Account does not affect the validity of sales agreements concluded earlier.
- 3.7.** Product reviews - Customer reviews concerning Goods may be published in the Store. The Seller uses mechanisms that allow some reviews to be linked to specific orders (e.g. by sending an e-mail requesting a review after a purchase); such reviews may be marked in the system as coming from Customers who purchased the relevant Goods. Reviews added in another manner are not verified as to whether a purchase was actually made. The Seller does not commission paid generation of reviews and does not remove reviews solely because they are negative; unlawful, offensive content or content infringing personal rights is prohibited and may be removed.
- 3.8.** Suspension of services - technical interruptions may occur in connection with upgrades, maintenance or failures of IT systems. The Seller will make reasonable efforts to inform Customers of planned interruptions and to remedy defects without delay. The Seller is not liable for disruptions caused by force majeure or actions of third parties beyond its control.
- 3.9.** Newsletter - the Customer may consent to receiving the newsletter. Consent is voluntary and may be withdrawn at any time, without affecting the lawfulness of processing carried out before its withdrawal. Details are set out in the Privacy Policy.
- 3.10.** Termination of the agreement for the provision of electronic services - with regard to maintaining the Account and the newsletter - takes place in accordance with the Terms and Conditions and the Privacy Policy. A Consumer has the right to withdraw from an agreement for the provision of electronic services within 14 days of its conclusion, subject to exceptions provided for by law.

## § 4. Placing orders

- 4.1.** Commercial information - presentations of Products in the Store (including descriptions, prices and availability) constitute an invitation to conclude an agreement within the meaning of Article 71 of the Polish Civil Code and not an offer within the meaning of the Civil Code.
- 4.2.** The order placement process includes:
- 4.2.1.** Product selection - adding the Goods to the basket.
  - 4.2.2.** Providing data - completing the order form (shipping and billing details).
  - 4.2.3.** Choosing the delivery and payment method.
  - 4.2.4.** Acceptance of terms - selecting the required checkboxes (including acceptance of the Terms and Conditions and acknowledgement of the Privacy Policy) and checking that the data is correct.

**4.2.5.** Placing the order - by clicking a button marked "Order and pay" or an equivalent button that clearly indicates placing an order with an obligation to pay.

**4.3.** After placing an order, the Customer receives an automatic e-mail containing a summary (confirmation that the order has been received by the Seller's system). This message does not yet constitute acceptance of the offer unless it expressly states otherwise.

**4.4.** The Agreement is concluded when the Seller sends the Customer an e-mail confirming that the order has been accepted for processing or when the Goods are shipped, whichever occurs first. The Seller reserves the right to refuse to process an order for valid reasons, in particular where:

- the Customer's data is incorrect or gives rise to reasonable doubts as to its authenticity,
- the amount due is not paid where prepayment has been selected,
- an obvious error has occurred in the price or description of the Goods (e.g. a grossly understated price).

**4.5.** Proof of purchase - a fiscal receipt or VAT invoice is issued for each order (in paper or electronic form - a PDF sent to the e-mail address).

**4.6.** Verification of B2B orders - for orders placed by business Customers, the Seller may carry out additional verification (e.g. by telephone or e-mail). If the Seller refuses to process an order, any funds received will be refunded without delay.

**4.7.** Seller's right of withdrawal (B2B) - in relations with Customers who are not Consumers, the Seller may, for valid reasons (e.g. permanent unavailability of Goods, an extraordinary price change by the supplier), withdraw from the Agreement within 14 days of its conclusion, inform the Customer thereof and refund all payments received within 14 days from the date of withdrawal.

## **§ 5. Prices and payment methods**

**5.1.** All prices of Goods are stated in Polish zloty (PLN) and include VAT (gross prices). Product descriptions may additionally present net prices for information purposes for Customers conducting business activity.

**5.2.** The total price includes the price of the Goods and any delivery costs and other additional fees (if applicable). The Customer is informed of the full amount payable before placing the order.

**5.3.** The Seller reserves the right to change the prices of Goods and to introduce or cancel promotional campaigns, provided that such changes do not apply to orders placed before those changes take effect.

**5.4.** In the case of promotional campaigns, the Seller informs Customers of the lowest price of the relevant Goods that applied during the 30 days preceding the price reduction (or, where the Goods have been offered for a shorter period, from the start of their sale).

**5.5.** Payment methods available in the Store include in particular:

**5.5.1.** Fast online payments through a payment operator (e.g. imoje) - including BLIK, instant bank transfers and card payments.

**5.5.2.** Payment by payment card (including Visa, Mastercard and other cards supported by the payment operator).

**5.5.3.** BLIK payment.

**5.5.4.** Traditional bank transfer to the Seller's bank account: ING Bank Śląski, Cieszyn Branch, account no.: 47 1050 1083 1000 0092 1404 0488.

**5.5.5.** Cash on delivery - payment upon receipt of the shipment (in cash or by another method permitted by the carrier), provided that the given delivery method and order allow this payment method.

**5.5.6.** PayPal payment - in accordance with the terms and conditions of the operator of that service. The Seller does not charge Consumers any additional fees for choosing this payment method.

**5.5.7.** InPost Pay payment - processed through the InPost Pay payment system in accordance with the operator's terms and conditions. Various payment options may be offered through InPost Pay (e.g. a payment wallet, deferred payment or instalments), in accordance with the operator's current offer. Choosing InPost Pay does not result in the Seller charging the Consumer any additional fee.

**5.6.** Detailed rules for using individual payment methods, including any technical requirements, limits and Customer verification rules, are set out in the terms and conditions of payment service providers (payment operators, banks, payment institutions). For instalment or deferred payments (including those offered via InPost Pay), the relevant operator determines the rules for assessing creditworthiness and entering into a financing agreement.

**5.7.** Payment deadlines:

**5.7.1.** For advance payments (traditional bank transfer, fast online payments, PayPal, InPost Pay - if advance payment is required), payment should be made immediately after placing the order. If payment is not credited within 7 calendar days from placing the order, the Seller may cancel the order.

**5.7.2.** For cash on delivery - the Customer pays when receiving the shipment.

**5.7.3.** For instalment or deferred payments (including InPost Pay, if such functionality is available) - the payment date and method are determined by the agreement between the Customer and the relevant operator / financing institution.

**5.8.** In the event of non-payment by the due date, the Seller may send the Customer a reminder (e.g. by e-mail) and then cancel the order, informing the Customer accordingly. This applies in particular to orders paid in advance.

**5.9.** Regardless of the selected method, electronic payments are processed through external payment systems, each of which provides an appropriate level of data transmission security. The Seller does not collect or store payment card details or passwords for the Customer's online banking.

## **§ 6. Delivery and ADR transport**

**6.1.** Delivery methods (within Poland and, where available, selected countries) include in particular:

**6.1.1.** InPost courier.

**6.1.2.** InPost Paczkomat 24/7 parcel lockers (for Goods meeting size and safety requirements).

**6.1.3.** DHL courier.

**6.1.4.** DHL Parcel or other courier services in accordance with the information shown in the basket.

**6.1.5.** International shipping - based on individually determined costs and available methods for the given country and the weight/dimensions of the shipment.

**6.2.** Delivery costs (Poland) - specified in the price list or displayed in the basket before the order is placed; indicative amounts: courier PLN 15-20, parcel locker PLN 12-15 (amounts may change depending on current carrier rates).

**6.3.** Free delivery - as a standard rule, applies to orders with a total gross value of at least PLN 300. For non-standard shipments (e.g. large quantities of liquids, oils, bulky Goods), the free delivery threshold may be PLN 3,000 gross; below that amount, individual delivery costs apply depending on weight and dimensions. Detailed rules may be specified in the description of the Goods or in the basket.

**6.4.** Delivery costs (international) - depend on the zone, weight and dimensions of the shipment; for shipments outside the EU, the Customer may be required to pay additional charges (customs duties, import taxes) in accordance with the laws of the destination country.

**6.5.** Order processing time - the standard order preparation time is usually 1-3 business days from conclusion of the Agreement (or from the payment being credited in the case of prepayment). Delivery within Poland usually takes 1-2 business days, and international shipments 3-7 business days, unless the description of the Goods states otherwise.

- 6.6.** Calculation of time limits - time limits are stated in business days. For advance payment, the time limit runs from the date on which the funds are credited to the Seller's bank account.
- 6.7.** Personal collection - collection in person is possible by prior arrangement, in particular for B2B Customers, at the Seller's locations (e.g. Cieszyn/Żory/Czeladź), where currently available.
- 6.8.** Inspection of the shipment - where possible, the Customer is advised to inspect the condition of the shipment in the presence of the courier or immediately after receipt. If external damage or shortages are found, it is advisable to prepare a damage report and notify the Seller without delay - this will facilitate pursuing claims against the carrier.
- 6.9.** Failed delivery - if a delivery attempt is unsuccessful (e.g. a notice is left), the carrier may attempt redelivery or return the shipment to the sender. Reshipment may involve additional costs for the Customer.
- 6.10.** Transfer of risk - for Consumers, the risk of accidental loss of or damage to the Goods passes to the Consumer when the Goods are handed over to the Consumer or to a third party indicated by the Consumer other than the carrier. If the Consumer independently chooses a carrier not offered by the Seller, the risk passes to the Consumer when the Goods are handed over to that carrier. In B2B relations, the risk passes to the Customer when the Goods are handed over to the carrier or to a person authorised to collect them.
- 6.11.** Electronic invoices - the Customer may consent to receiving invoices electronically (PDF) at the indicated e-mail address. Such consent may be withdrawn at any time.
- 6.12.** ADR - for Goods classified as dangerous goods within the meaning of ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road), the Seller organises carriage in accordance with applicable ADR regulations, in particular as regards classification, packaging, labelling and documentation.
- 6.13.** Delivery restrictions (ADR) - dangerous Goods within the meaning of ADR regulations, appropriately marked in the product description, may not be delivered to parcel lockers (Paczkomaty) or collection points. Such Goods may only be delivered by courier to the indicated address or collected in person, in accordance with the information provided for the relevant Goods.

## § 7. Loyalty Programme

- 7.1.** The Loyalty Programme is a voluntary points-based programme intended for Customers who have an Account in the Store.
- 7.2.** Earning points - as a general rule, for every PLN 10 spent (order value), the Customer receives 1 loyalty point, credited after the order has been shipped. Points may also be awarded for other activities specified in the programme rules (e.g. posting a review, taking part in special campaigns). If Goods are returned (withdrawal from the Agreement), the corresponding number of points is deducted.
- 7.3.** Redeeming points - accumulated points may entitle the Customer to discounts on subsequent purchases. For example:
- 7.3.1.** 100 points - 1% discount.
  - 7.3.2.** 300 points - 2% discount.
  - 7.3.3.** 500 points - 3% discount.
  - 7.3.4.** 1,000 points - 5% discount.

Discounts are applied automatically after logging in to the Account during the order placement process. Detailed rules for calculating and redeeming discounts may be specified in separate Loyalty Programme terms and conditions.

- 7.4.** Validity of points - as a general rule, points are valid for 365 days from the date they are awarded and then expire. The precise rules for expiry are set out in the Loyalty Programme terms and conditions.

**7.5.** Changes to programme terms - the Seller may change the programme rules for valid reasons (e.g. technological or legal changes). Customers who have an Account will be informed of changes at least 30 days before they take effect and will be given the opportunity to use accumulated points under the existing rules.

**7.6.** Detailed rules for participation in the Loyalty Programme are set out in separate Loyalty Programme terms and conditions available on the Store website. In the event of a conflict between these Terms and Conditions and the Loyalty Programme terms and conditions, the latter prevail with regard to the points promotion.

## **§ 8. Right of withdrawal from the Agreement (Returns)**

**8.1.** Persons entitled to withdraw - the right to withdraw from a distance agreement is available to a Consumer and to a natural person conducting business activity and entered in CEIDG who makes a purchase that is not directly related to that person's professional activity (the so-called entrepreneur entitled to consumer protection), in accordance with the Polish Consumer Rights Act.

**8.2.** Time limit - the Consumer may withdraw from the Agreement within 14 days from the day on which the Consumer or a third party indicated by the Consumer other than the carrier takes possession of the Goods (and, where the Agreement covers multiple items delivered separately, from the day on which the last item is taken into possession).

**8.3.** Withdrawal procedure:

**8.3.1.** The Consumer may use the model withdrawal form provided by the Seller or make their own unequivocal statement of withdrawal (for example by e-mail or in writing).

**8.3.2.** The statement of withdrawal should be sent to the Seller's e-mail or postal address indicated in § 1, preferably including the order number.

**8.3.3.** The Consumer must return the Goods to the Seller without delay and no later than 14 days from the day on which the Consumer withdrew from the Agreement. It is sufficient to send the Goods back before expiry of that period. The direct cost of returning the Goods is borne by the Consumer unless the Seller expressly agrees to bear it.

**8.3.4.** The Consumer is liable for any reduction in the value of the Goods resulting from use beyond what is necessary to establish the nature, characteristics and functioning of the Goods (Article 34(4) of the Polish Consumer Rights Act). For example, opening a factory-sealed container of oil, grease or a chemical product may prevent its further resale as full-value Goods. In such a case, the Seller is entitled to reduce the amount refunded accordingly, in proportion to the loss in value of the Goods.

**8.4.** Statutory exclusions (Article 38 of the Polish Consumer Rights Act) - the right to withdraw from a distance agreement does not apply, among other things, to:

**8.4.1.** agreements for Goods that are not prefabricated, are manufactured according to the Consumer's specifications or serve to satisfy the Consumer's individualised needs;

**8.4.2.** Goods that deteriorate rapidly or have a short shelf life;

**8.4.3.** Goods supplied in sealed packaging which cannot be returned after opening for reasons of health protection or hygiene, if the packaging has been opened after delivery - provided that the Seller clearly indicated in the description of the particular Goods that the right of withdrawal does not apply for this reason;

**8.4.4.** other cases listed in Article 38 of the Polish Consumer Rights Act (e.g. supply of digital content not supplied on a tangible medium where performance began with the Consumer's express consent before expiry of the withdrawal period).

**8.5.** Business purchases (B2B) - Customers who are not Consumers (entrepreneurs making a purchase as part of their business or professional activity) are, as a general rule, not entitled to the statutory 14-day right of withdrawal from a distance agreement. Any possibility of accepting a return of Goods

from a business Customer may be considered individually by the Seller as a commercial gesture, without prejudice to provisions on statutory warranty.

**8.6.** Refund - in the event of effective withdrawal from the Agreement, the Seller refunds the Consumer all payments received, including the cost of delivery of the Goods (except for additional costs resulting from the Consumer's choice of a delivery method other than the least expensive standard delivery method offered by the Seller). The refund is made without delay and no later than 14 days from the day on which the Seller is informed of the Consumer's decision to withdraw from the Agreement; however, the Seller may withhold the refund until the Goods are received or the Consumer provides evidence of having sent them back, whichever occurs first.

**8.7.** The refund is made using the same payment method that the Consumer used, unless the Consumer expressly agrees to another refund method that does not involve any additional costs for the Consumer.

Legal basis: Articles 27-38 of the Polish Act of 30 May 2014 on Consumer Rights; Article 558 § 1 of the Polish Civil Code.

## **§ 9. Complaints (Non-conformity of Goods with the Agreement)**

**9.1.** The Seller is obliged to deliver Goods that conform to the Agreement. In relation to Customers who are Consumers, the Seller is liable for lack of conformity of the Goods with the Agreement in accordance with Chapter 5a of the Polish Consumer Rights Act (Articles 43a-43g).

**9.2.** Scope of rights:

**9.2.1.** Consumer - if the Goods do not conform to the Agreement, the Consumer may demand that the Goods be brought into conformity by repair or replacement and, where this is impossible or would involve excessive costs, may demand a price reduction or withdraw from the Agreement (withdrawal is not available where the lack of conformity is only minor).

**9.2.2.** A natural person conducting business activity who makes a non-professional purchase - benefits from rights similar to those of a Consumer under the specific statutory provisions (Article 7aa of the Polish Consumer Rights Act, Article 385<sup>5</sup> of the Polish Civil Code).

**9.2.3.** Entrepreneur (B2B) - for Customers who are not Consumers, the Seller's liability under statutory warranty for defects in the Goods may be limited or excluded pursuant to Article 558 § 1 of the Polish Civil Code, in accordance with these Terms and Conditions.

**9.3.** Time limits:

**9.3.1.** The Seller's liability to the Consumer lasts, as a general rule, for 2 years from delivery of the Goods. For used Goods, this period may be shortened to no less than 1 year, provided that this is clearly stated in the description of the Goods.

**9.3.2.** The Seller is obliged to respond to a Consumer complaint within 14 calendar days from its receipt. Failure to respond within this period means that the complaint is accepted (the Consumer's demand is satisfied) - in accordance with Article 7a(1) of the Polish Consumer Rights Act.

**9.4.** Submitting a complaint:

**9.4.1.** A complaint may be submitted in any form - in particular by e-mail to the Seller, in writing to the registered office address or via a contact form, if available. It is recommended that the complaint include: first and last name (or company name), contact details, identification of the Goods complained about, the date of receipt, a description of the non-conformity identified and the Customer's demand (repair, replacement, price reduction, withdrawal from the Agreement), as well as proof of purchase or the order number.

**9.4.2.** Complaints may be sent to: [sprzedaz@melkib.com](mailto:sprzedaz@melkib.com) or by post to: ul. Stawowa 91, 43-400 Cieszyn. The Seller may provide a model complaint form as a downloadable file - use of the form is voluntary and is not a condition for considering the complaint.

**9.5.** Basis of liability - the Goods should in particular:

**9.5.1.** be fit for the purpose for which Goods of that type are normally used;

**9.5.2.** have characteristics (including durability, functionality, compatibility and safety) consistent with the offer description and public assurances made by the Seller or manufacturer (unless they have been effectively corrected);

**9.5.3.** be complete and free from physical and legal defects.

**9.6.** Statutory warranty (Customers who are not Consumers) - for Customers who are not Consumers, the Seller may exclude liability under statutory warranty for defects in the Goods pursuant to Article 558 § 1 of the Polish Civil Code. This provision does not exclude the Seller's liability for wilful misconduct.

**9.7.** Consumer rights - if the Goods do not conform to the Agreement, the Consumer may first demand repair or replacement of the Goods with new, defect-free Goods, unless bringing the Goods into conformity in the manner chosen is impossible or would require excessive costs on the Seller's part. If the Seller does not bring the Goods into conformity within a reasonable time and without excessive inconvenience to the Consumer, the Consumer may demand a price reduction or withdraw from the Agreement (returning the Goods in exchange for a refund of the price paid). The right of withdrawal does not apply where the lack of conformity is minor.

**9.8.** Price reduction or withdrawal - where a price reduction is requested, the Seller refunds the appropriate part of the price, taking into account the proportion between the value of conforming Goods and the value of non-conforming Goods. In the event of withdrawal from the Agreement, the Seller refunds the Consumer the price of the Goods and the delivery costs (up to the least expensive standard delivery method) within 14 days from receipt of the Goods or evidence of their return.

**9.9.** Recommended content of a complaint - to facilitate the complaint process, the Seller recommends that the submission include: Customer data, order number, identification of the Goods, a description of the defect (non-conformity) identified and the demand made, as well as photographic documentation where possible.

**9.10.** Making the Goods available - when exercising rights arising from non-conformity of the Goods with the Agreement, the Consumer is obliged to make the Goods available to the Seller, in particular for repair or replacement. The Seller collects the Goods from the Consumer at its own cost in a manner agreed with the Consumer (e.g. by arranging courier collection). In the event of withdrawal from the Agreement or a price reduction due to non-conformity, reimbursement of costs connected with returning the Goods is made in accordance with the applicable provisions of the Polish Consumer Rights Act.

**9.11.** Complaint handling deadlines - the Seller will respond to a Consumer complaint within 14 calendar days of receiving it. The Consumer will be informed of the decision (acceptance or rejection of the complaint) on a durable medium (e.g. by e-mail or letter).

**9.12.** Business Customers - for complaints submitted by Customers who are not Consumers, the Seller will make reasonable efforts to consider them within 14 days; however, the provisions of the Polish Consumer Rights Act do not apply to such Customers, and the scope of liability results from the Polish Civil Code and these Terms and Conditions.

## **§ 10. Cookies, marketing and use of AI (OpenAI)**

**10.1.** The Store uses cookies and similar technologies for functional purposes (ensuring proper operation of the website), analytical purposes (visit statistics) and marketing purposes. Detailed information on the technologies used, the legal bases for their use and how consent can be managed is set out in the Privacy and Cookies Policy.

**10.2.** The Seller may send Customers marketing communications (e.g. newsletters, information about promotions) only on the basis of prior consent or within the limits of a legitimate interest, with respect for personal data protection regulations and regulations on the provision of electronic services and Polish telecommunications law. The Customer may at any time object to the processing of data for marketing purposes or withdraw consent to marketing communications.

**10.3.** As part of Customer service, the Seller may use artificial intelligence-based tools (e.g. services provided by suppliers such as OpenAI) solely to support communication, analyse the content of enquiries and improve service quality. If this involves transferring personal data outside the European Economic Area, such transfer takes place on the basis of appropriate legal safeguards provided for under the GDPR (in particular standard contractual clauses) and with technical and organisational measures ensuring data security. The Seller does not use automated decision-making that would produce legal effects for the Customer or similarly significantly affect the Customer (e.g. automatic rejection of orders solely on the basis of profiling).

## **§ 11. Personal data protection (GDPR)**

**11.1.** The controller of Customers' personal data is Melkib Klus Raczek Sp.k. with its registered office in Cieszyn (ul. Stawowa 91, 43-400 Cieszyn), e-mail: sprzedaz@melkib.com.

**11.2.** The Seller may appoint a Data Protection Officer; contact details of the DPO, if appointed, are provided in the Privacy Policy.

**11.3.** Customers' personal data is processed in particular for the purposes of: concluding and performing a sales agreement, handling complaints and returns, maintaining the Account, fulfilling accounting and tax obligations, carrying out marketing activities (including the newsletter - where consent has been given), statistical analysis and improving the operation of the Store. Detailed legal bases for processing are described in the Privacy Policy.

**11.4.** Recipients of data may include in particular: courier and postal companies, payment operators, IT service providers (hosting, sales systems, analytical tools), entities providing accounting, legal or marketing services, and public authorities entitled to obtain data under the law - to the extent necessary for the purposes of processing.

**11.5.** Personal data is stored for the period necessary to achieve the purposes of processing, in particular:

- data connected with performance of the Agreement - for the duration of the Agreement and subsequently for the period resulting from limitation periods for claims and from tax and accounting obligations;
- data processed for complaint handling - for the duration of liability for lack of conformity of the Goods with the Agreement or statutory warranty, and for the period necessary to document the manner in which the complaint was handled;
- data processed on the basis of consent (e.g. newsletter) - until consent is withdrawn;
- data connected with the Account - until the Account is deleted and subsequently for the period necessary to secure claims (e.g. 6 months), unless the law requires longer storage.

**11.6.** The data subject has the rights of access, rectification, erasure, restriction of processing, data portability and objection to processing (including processing for direct marketing), as well as the right to withdraw consent at any time (without affecting the lawfulness of processing carried out before consent was withdrawn).

**11.7.** The data subject also has the right to lodge a complaint with the President of the Polish Personal Data Protection Office if they consider that the processing of personal data infringes the GDPR.

**11.8.** Providing personal data is voluntary but necessary to conclude and perform a sales agreement and to provide other services (e.g. maintaining the Account, issuing an invoice). Detailed information on personal data processing is contained in the Privacy Policy.

## **§ 12. Out-of-court dispute resolution**

**12.1.** A Consumer may use out-of-court methods for handling complaints and pursuing claims. These include, among other things, mediation and proceedings before permanent consumer arbitration courts operating at the Provincial Inspectorates of Trade Inspection.

**12.2.** A Consumer may obtain free assistance in their case by contacting a municipal or district Consumer Ombudsman.

**12.3.** A Consumer may use the EU ODR (Online Dispute Resolution) platform available at: <https://ec.europa.eu/consumers/odr>, which is a tool for the out-of-court resolution of disputes between consumers and traders entering into contracts online in the European Union. The Seller's e-mail address for contact in this respect is: [sprzedaz@melkib.com](mailto:sprzedaz@melkib.com).

## **§ 13. Final provisions**

**13.1.** Matters not regulated by these Terms and Conditions are governed by Polish law, in particular the Polish Civil Code, the Polish Consumer Rights Act, the Polish Act on the Provision of Electronic Services, the GDPR and other applicable provisions.

**13.2.** The Seller may amend the Terms and Conditions for valid reasons, in particular in the event of changes in the law, changes in the manner in which services are provided, or technological or organisational changes. Customers who have an Account will be notified of amendments at least 14 days before they take effect, e.g. by a notice in the Store or by e-mail. Orders placed before the amendments take effect are processed under the previous rules.

**13.3.** The Customer has the right to terminate the Account maintenance agreement if the Customer does not accept the amended Terms and Conditions. Continued use of the Account after the amendments take effect may be treated as acceptance of the Terms and Conditions in their amended wording, provided that the Customer has been clearly informed of this.

**13.4.** If any provision of the Terms and Conditions proves invalid, ineffective or unenforceable, this does not affect the validity of the remaining provisions. The relevant provisions of law will apply in place of such provision.

**13.5.** In relations with Customers who are not Consumers, the competent court for resolving disputes is the common court having jurisdiction over the Seller's registered office, unless mandatory provisions of law provide otherwise. For Consumers, court jurisdiction is determined by the provisions of the Polish Code of Civil Procedure (including the court having jurisdiction over the Consumer's place of residence).

**13.6.** These Terms and Conditions do not limit the rights of Consumers granted by mandatory provisions of law - in the event of a conflict, generally applicable law applies.

**13.7.** These Terms and Conditions are effective from 4 December 2025. Archived versions of the Terms and Conditions and copies in a format allowing downloading and printing may be made available to Customers upon request.

### **Forms for download (DOCX)**

The following forms are provided as a convenience to Customers. Their use is voluntary and is not a condition for the effective submission of a statement of withdrawal from the Agreement or a complaint.

Open the withdrawal form (DOCX)

Open the complaint form (DOCX)

### **Attachments to the Terms and Conditions**

Attachment 1 - Model withdrawal form. Addressee: Melkib Klus Raczek Sp.k., ul. Stawowa 91, 43-400 Cieszyn; e-mail: [sprzedaz@melkib.com](mailto:sprzedaz@melkib.com); tel.: 33 851 46 01.

Attachment 2 - Model complaint form. Submissions: [sprzedaz@melkib.com](mailto:sprzedaz@melkib.com); address: ul. Stawowa 91, 43-400 Cieszyn.

Forms for download and completion

Download the withdrawal form (DOCX)

Download the complaint form (DOCX)