Wikon Online Store Terms and Conditions

I. General provisions, contact with the store owner

1. These terms and conditions (the "Terms") set out the rules and conditions for using the online store Wikon (the "Store"), operating at https://wikon4x4.eu.
2. The owner of the Store is Krzysztof Perszke, an entrepreneur conducting business under the name Techsystem Krzysztof Perszke, with its registered office at ul. Furmaniec 10, 43-365 Wilkowice, entered in the Central Register and Information on Economic Activity (CEIDG), NIP (tax ID): 9371285444 (the "Seller").
3. The Seller's contact details are as follows:
   a) Contact address: ul. Furmaniec 10, 43-365 Wilkowice
   b) E-mail address: wikon@wikon4x4.eu
   c) Telephone number: +48338167361 (customer service hours – see the Contact tab).
4. Point of contact for communication with the authorities of EU Member States, the European Commission and the Digital Services Board: wikon@wikon4x4.eu. Communication may be conducted in Polish.

II. Technical requirements

1. To use the Store, you need to have:
   a) a computer or other device with an internet browser;
   b) access to the Internet;
   c) an active e-mail address.

III. Personal data

1. The controller of the personal data of the Store's customers is the Seller.
2. All information on the processing of the personal data of customers, as well as of other persons using the Store's website, can be found in the Privacy Policy.

IV. Conclusion of the sales contract, customer account

1. The Store enables the purchase of goods (the "Goods") displayed on the Store's website in two modes:
   a) without registration;
   b) by creating an account in the Store.
2. In both cases, in order to place an order, you must select Goods in the Store, add them to the "Cart" using the appropriate button, and continue the order procedure by selecting the relevant options (delivery and payment method).

3. Information about products in the Store, i.e. descriptions and prices, constitutes an invitation to conclude a sales contract within the meaning of Art. 71 of the Civil Code, in accordance with the terms of the Terms.
4. A condition for placing an order is filling in the order form with all the data required to perform the contract and, optionally (at the customer's request), also the data needed to issue a VAT invoice.
5. If the customer decides to create an account in the Store (the "Account"), registration is a one-time procedure, and the e-mail address and the password chosen by the customer are the basis for subsequent logins. Details of the Seller's provision of the digital service of maintaining the Account are available below in the Account Terms. After logging in to the Account, the customer has access to the history of their orders and, for subsequent orders, does not need to fill in the order form with their personal data again.
6. The customer may, at any time and without incurring any costs, give up having an Account. To do so, the customer should send their resignation to the e-mail address: wikon@wikon4x4.eu.
7. Confirmation of the order by the customer by clicking the "Buy and pay" button (or another with equivalent wording) means:
   a) submitting to the Seller an offer to purchase the Goods in accordance with the options selected in the order and in accordance with these Terms,
   b) acceptance of the obligation to pay the price of the Goods and the costs of their delivery.
8. The sales contract (the "Contract") is concluded when the Seller accepts the order for fulfilment (acceptance of the customer's offer), of which the Seller informs the customer by an e-mail message confirming that the order has been accepted for fulfilment.
9. If it is not possible to fulfil the order for the Goods (in whole or in part), the Seller will inform the customer of this – in such a case the Contract is not concluded. At the same time, the Seller will inform the customer of the available alternative ways of fulfilling the order, e.g. partial fulfilment of the order or waiting until the Seller replenishes its stock. If the order was paid for by the customer beforehand and cannot be fulfilled, the Seller will promptly refund the payments made (to the extent of the order cancellation).
10. The Seller provides the customer with confirmation of the conclusion of the Contract on a durable medium at the latest at the time of delivery of the Goods.
11. The Store is not liable for non-delivery or delay in delivery of the order resulting from the customer providing an incomplete or incorrect delivery address or failing to provide other data necessary to fulfil the order.
12. The Seller reserves the right to suspend the fulfilment of an order where the customer has provided false data or where such data raises justified doubts as to its correctness. In such a case the Seller will (where possible) attempt to contact the customer in order to verify the accuracy of the data provided.

V. Prices and payment methods

1. Prices of the Goods are given in Polish zloty (PLN) and as gross amounts, i.e. including VAT.
2. The cost of delivery of the Goods is shown separately in the Store's cart, depending on the delivery method chosen by the customer.
3. The available payment methods are described on the Store's website in the "Payment methods" tab and are presented to the customer at the order placement stage (in the cart).

4. The Store offers the following payment methods:
   a) fast electronic transfer / BLIK / payment by so-called digital wallet – via the payment platform: Shoper Płatności (Autopay);
   b) payment by card: Visa, Visa Electron, MasterCard, MasterCard Electronic;
   c) cash on delivery (cash-on-delivery shipment);
   d) payment in cash or by card upon personal collection at the Store's physical point.
5. If payment via Shoper Płatności is chosen, the entity providing online payment services in respect of fast bank transfers is PayPro S.A. (Przelewy24).

VI. Delivery of goods

1. Delivery of the Goods takes place, at the customer's choice:
   a) via a courier company;
   b) to InPost parcel lockers;
   c) by personal collection.
2. The customer may also collect the order:
   a) in person at the Seller's registered office.
3. Except for Goods collected in person by the customer, the order is deemed fulfilled upon dispatch of the shipment to the customer (handing the shipment over to a carrier engaged in the transport of goods). The exact actual delivery date of the shipment is determined by the carrier.
4. The Goods are shipped by the Seller within up to 30 days, unless a different period is expressly stated in the product description when the customer places the order. Detailed fulfilment times are given on the Store's website in the "Order fulfilment time" tab.
5. The Seller handles orders within the territory of the Republic of Poland as standard, subject to payment of the costs indicated on the Store's website in the "Delivery time and costs" tab. Shipping abroad is possible subject to payment of the costs indicated on the Store's website or of costs individually agreed with the customer.

VII. Withdrawal from the contract

1. A customer who is a consumer or an entrepreneur referred to in Art. 7aa of the Consumer Rights Act (a "Privileged Entrepreneur") has the statutory right to withdraw from the sales contract for the Goods within 14 days of receiving them, without giving any reason, subject to the exceptions set out below.
2. To meet the withdrawal deadline, it is sufficient for the customer to send, within that period, a statement:
   a) in electronic form to the address: wikon@wikon4x4.eu, or
   b) in writing to the address: ul. Furmaniec 10, 43-365 Wilkowice.
3. The statement of withdrawal from the contract may be made using the template available here, although use of the template is not mandatory. The Seller will promptly send the customer, by e-mail, confirmation of receipt of the statement of withdrawal from the contract.
4. Subsequently, within a further 14 days, the customer should return the Goods at their own cost to the postal address ul. Furmaniec 10, 43-365 Wilkowice, Poland.
5. The Seller will promptly, and no later than within 14 days of receiving the statement of withdrawal from the contract, refund to the customer:

a) the price of the Goods;

b) the costs of the original shipment of the Goods to the customer, based on the cheapest standard method of delivery offered in the Store.

6. The Seller may withhold the refund of payment until it receives the Goods back or, at the very least, the customer provides the Seller with proof of having returned the Goods.

7. The refund of payment will be made using the same payment methods as were used by the customer in the original transaction, unless the customer has expressly agreed to a different solution.

8. The customer is liable for any diminished value of the returned Goods if, before submitting the statement of withdrawal from the contract, they used the Goods in a manner other than necessary to establish the nature, characteristics and functioning of the item.

VIII. Exceptions to the right of withdrawal from the sales contract for Goods

1. The right of withdrawal from the contract does not apply to Contracts for the supply of Goods:

a) that are non-prefabricated, made to the specification of the consumer / Privileged Entrepreneur or serving to satisfy their individualised needs (personalised goods);

b) that are liable to deteriorate quickly or have a short shelf life (perishable goods);

c) that are delivered in a sealed package, where the package has been opened by the customer and the Goods cannot be returned after opening for reasons of health protection or hygiene (goods packed for hygiene reasons);

d) that are audio or visual recordings or computer programs delivered in a sealed package on a tangible medium (e.g. a CD), where the package was opened after delivery;

e) that, after delivery, by their nature become inseparably combined with other items (e.g. building materials, if they have been used);

f) that are newspapers, periodicals or magazines, with the exception of a subscription contract (printed press);

g) the price or remuneration of which depends on fluctuations in the financial market over which the Seller has no control and which may occur before the end of the withdrawal period;

h) that are alcoholic beverages, the price of which was agreed upon conclusion of the sales contract, the delivery of which can take place only after 30 days and the value of which depends on market fluctuations over which the Seller has no control.

IX. Complaints

1. The Seller is obliged to deliver to the customer Goods that conform to the Contract.

2. Towards consumers and Privileged Entrepreneurs, the Seller is liable for the conformity of the Goods in accordance with the provisions of the Consumer Rights Act. Towards other customers, the Seller is liable on the terms resulting from the Civil Code.

3. Complaints may be submitted:

a) in electronic form to the address: wikon@wikon4x4.eu

b) or in writing to the address: ul. Furmaniec 10, 43-365 Wilkowice, Poland.

4. The Seller will consider the complaint in the form in which it was submitted (in writing or by e-mail) within 14 days of receiving the complaint.
5. If dissatisfied with the way the Seller has handled the complaint, a consumer and a Privileged Entrepreneur may (irrespective of the usual proceedings before a common court) also use out-of-court methods of complaint handling and pursuing claims.
6. For this purpose, you may:
    a) apply to the provincial inspector of the Trade Inspection (Inspekcja Handlowa) with a request to initiate mediation proceedings to settle the dispute amicably,
    b) use the assistance of a county (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection,
    c) use the ODR (Online Dispute Resolution) platform, which serves for the online resolution of disputes between consumers and entrepreneurs, if the dispute concerns obligations arising from a contract concluded online. More information about the ODR platform can be found here,
    d) apply to a permanent consumer arbitration court with a request to resolve a dispute arising from the concluded contract.
7. Additional information on out-of-court methods of complaint handling and pursuing claims can also be obtained on the website of the Office of Competition and Consumer Protection (UOKiK): https://polubowne.uokik.gov.pl/.

Statutory warranty for defects (rękojmia):

8. In the event of a defect in the Goods, the Buyer may make a complaint about the defective Goods on the basis of the statutory warranty for defects (rękojmia) regulated in the Civil Code.
9. The Seller is liable to the Buyer under the statutory warranty if a physical defect is found before the lapse of two years from the date the Goods were delivered to the Buyer.
10. In accordance with the Civil Code, the Buyer loses the rights under the statutory warranty if they did not examine the Goods in the time and in the manner customary for goods of that kind and did not promptly notify the Seller of the defect, and where the defect came to light only later – if they did not notify the Seller promptly after discovering it. To meet the above deadline, it is sufficient to send the notification of the defect before it expires.
11. Exercising the statutory warranty, a Buyer other than a privileged Buyer may, on the terms set out in the Civil Code:
    a) submit a statement on reducing the price,
    b) in the case of a material defect – submit a statement of withdrawal from the contract,
    c) demand replacement of the Goods with defect-free Goods,
    d) demand removal of the defect.
12. If it turns out that, in order to consider the complaint, it is necessary to deliver the defective Goods to the Seller, the Buyer is obliged to deliver the Goods to the address: Techsystem, ul. Furmaniec 10, 43-365 Wilkowice, Poland.

X. Product reviews

1. The Store allows customers to add reviews of products (the "Reviews").
2. This functionality is available only to customers who have an Account and are logged in, or if the customer uses an external customer satisfaction / customer review programme.

3. Reviews added by customers should be legal within the meaning of the Digital Services Act (DSA) and consistent with good manners, which means that it is not permitted to post Reviews:
    a) of an unlawful nature;
    b) contrary to good manners, in particular: containing offensive or pornographic content, content offending religious feelings, or content inciting racial, ethnic or religious hatred;
    c) infringing the rights of other persons, in particular proprietary and moral copyrights and the right to privacy;
    d) containing content or graphic elements of a commercial or advertising nature, or concerning products other than those offered in the Store.
4. The Seller and/or the provider of the external customer satisfaction / customer review programme may moderate Reviews, which means that Reviews that do not comply with the Terms will not be published or may be removed.
5. If a Review is blocked or removed, the Seller will inform the customer of this, giving reasons. In such a case the customer may lodge an appeal on the terms described in point X.6 of the Terms.
6. Appeals against decisions concerning Reviews (the "Appeal") may be submitted:
    a) in electronic form to the address: wikon@wikon4x4.eu
    b) or in writing to the address: ul. Furmaniec 10, 43-365 Wilkowice, Poland.
7. The Seller will promptly confirm receipt of the Appeal in electronic form (if the person submitting the Appeal has provided the Seller with an e-mail address). The Seller will consider the Appeal in the form in which it was submitted (in writing or by e-mail) within 14 days of receiving the Appeal.
8. Every person visiting the Store may submit to the Seller a notice (the "Notice") if they believe that illegal content within the meaning of the Digital Services Act (DSA), or content contrary to the Terms, has been posted in the Store as part of the Reviews. Notices should be submitted in electronic form to the address: wikon@wikon4x4.eu.
9. The Seller will promptly confirm receipt of the Notice in electronic form. The Seller will consider the Notice within 14 days of its receipt, giving reasons. The person who submitted the Notice may appeal against the Seller's decision on the Notice on the terms described in point X.6 of the Terms.
10. If dissatisfied with the way the Seller has resolved the Appeal, the person submitting the Appeal may use out-of-court dispute resolution methods referred to in the Digital Services Act (DSA).
11. The Seller is not liable for Reviews posted in the Store by customers, provided that it:
    a) has no knowledge that the Review is illegal content;
    b) promptly takes appropriate action to remove or disable access to illegal content once it obtains such knowledge or notice, in particular the Seller promptly considers Notices.

XI. Final provisions

1. Polish law applies to Contracts concluded in the Store. The Contract is concluded in the Polish language.
2. None of the provisions of the Terms excludes or in any way limits the rights of the consumer (and the Privileged Entrepreneur) arising from legal provisions.

3. The Seller may amend the Terms at any time, provided that such amendments apply to orders placed after the publication of the new version of the Terms, and, in the case of (i) previously concluded contracts for the provision of a digital service or electronic service, as well as (ii) customers who have an Account in the Store – the customer will be notified of the amendment of the Terms and of the option of not accepting the new wording.
4. The Terms are effective from 7 March 2024.

Account Terms

in the Wikon store

I. General provisions, contact with the Seller

1. These account terms (the "Account Terms") set out the rules and conditions for using the customer account (the "Account") in the online store Wikon (the "Store").
2. These Account Terms constitute the terms of an electronic service within the meaning of the Act on the Provision of Services by Electronic Means. The Account service is an additional and ancillary service in relation to the Seller's main activity, i.e. offering customers the purchase of Goods. The Account service is provided free of charge.
3. The Account Terms supplement the Store Terms. In matters not regulated in the Account Terms, the provisions of the Store Terms apply to this service.
4. The Seller's contact details in matters concerning the Account service are the same as in the case of the Store:
   a) ul. Furmaniec 10, 43-365 Wilkowice
   b) e-mail: wikon@wikon4x4.eu
   c) tel.: +48338167361

II. Technical requirements and functionalities of the Account service

1. The technical requirements for using the Account service are the same as for using the Store and are set out in point II.1 of the Store Terms.
2. By using the Account, the Store's customer is able to:
   a) save and store on the Account their personal data (including the delivery address), which enables subsequent purchases in the Store without having to fill in the address form again,
   b) view the history of their orders,
   c) view the status of order fulfilment.

III. Contract for the provision of the Account service, withdrawal from the contract, resignation from the Account

1. Creating an Account by the customer is tantamount to concluding a contract for the provision of an electronic service for an indefinite period. The customer may at any time resign from having an Account without giving any reason. To do so, the customer should contact the Seller electronically at wikon@wikon4x4.eu. The customer also has the statutory right to withdraw from the contract for the provision of the Account service within 14 days of its conclusion.

IV. Complaints

1. Towards consumers and Privileged Entrepreneurs, the Seller is liable for the conformity of the Account service with the contract in accordance with the provisions of the Consumer Rights Act. Towards other customers, the Seller is liable on the terms resulting from the Civil Code.
2. Complaints concerning the Account service may be submitted to the Seller in accordance with the procedure provided for in points IX.3-5 of the Store Terms.

3. If dissatisfied with the way the Seller has handled the complaint, it is also possible to use out-of-court methods of complaint handling and pursuing claims, in accordance with the procedure described in points IX.6-7 of the Store Terms.

V. Personal data

1. Full information on the processing of the personal data of the Store's customers, including for the purposes of maintaining the Account, can be found in the Privacy Policy.

VI. Amendments to the Account Terms

1. The Seller may amend these Account Terms on the terms set out in point XI.3 of the Store Terms. If the customer does not accept the new wording of the Account Terms, they may terminate the contract for the provision of the Account service (by contacting the Seller electronically for this purpose) with a 14-day notice period.

Newsletter Terms

in the Wikon store

I. General provisions, contact with the Seller

1. These newsletter terms (the "Newsletter Terms") set out the rules and conditions for the provision by the Seller (the "Seller") – the owner of the online store Wikon (the "Store") – of the so-called newsletter service.
2. The newsletter is a series of electronic messages sent by the Seller to the e-mail address of a person who has given the relevant marketing consent (the "Subscriber"). These messages contain, in particular, commercial information concerning the Store and the Seller. These messages may also contain other content related to the Seller's activity or to the Store's industry, and possibly educational content which, in the Seller's opinion, may be interesting and useful to customers or potential customers of the Store (the "Newsletter").
3. These Newsletter Terms constitute the terms of an electronic service within the meaning of the Act on the Provision of Services by Electronic Means. The Newsletter service is an additional and ancillary service in relation to the Seller's main activity, i.e. offering customers the purchase of Goods. The Newsletter service is provided free of charge.
4. The Newsletter Terms supplement the Store Terms. In matters not regulated in the Newsletter Terms, the provisions of the Store Terms apply to this service.
5. The Seller's contact details in matters concerning the Newsletter service are the same as in the case of the Store:
   a) ul. Furmaniec 10, 43-365 Wilkowice
   b) e-mail: wikon@wikon4x4.eu
   c) tel.: +48338167361

II. Technical requirements and functionalities of the Newsletter service

1. To use the Newsletter service, you need to have:
   a) a computer or other device with software that enables the receipt of e-mail messages,
   b) an active e-mail address,
   c) access to the Internet.
2. By using the Newsletter, the Subscriber is able to receive from the Seller e-mail messages containing, among other things:
   a) information about new products and promotions in the Store,
   b) discount codes and/or information about other special benefits for Newsletter subscribers,
   c) other content related to the activity of the Store and the Seller, the Store's industry, and possibly educational content which, in the Seller's opinion, may be interesting and useful to customers or potential customers of the Store.
3. The Seller neither guarantees nor declares any particular frequency of sending the Newsletter. The time of sending, as well as the content of the commercial information contained in the Newsletter, is decided by the Seller.

III. Contract for the provision of the Newsletter service, withdrawal from the contract, resignation from the Newsletter

1. A contract for the Newsletter service may be concluded:
   a) when a person visiting the Store fills in the relevant form on the Store's website, providing the e-mail address to which they wish to receive commercial information,
   b) when placing an order in the Store – when the customer in the Store's cart consents to receive commercial information by ticking the relevant selection box (a so-called checkbox).
2. As an incentive to subscribe to the Newsletter, the Seller may offer potential Subscribers a bonus (a gift, a so-called lead magnet) in the form of a discount code, digital content (e.g. a free e-book) or another benefit for the Subscriber related to the Store's activity (e.g. a one-time free delivery of Goods) (the "Bonus"). Information about the Bonus granted in connection with subscribing to the Newsletter is then available on the Store's website.

   The Bonus is delivered to the Subscriber at the e-mail address provided at the time of subscription, promptly after the conclusion of the contract for the Newsletter service. The Bonus is made available in an appropriate digital form (e.g. a link enabling the e-book to be downloaded, a discount code, or a code to be entered in the appropriate field of the Store's cart in order to receive free delivery).
3. The contract for the provision of the electronic Newsletter service is concluded for an indefinite period. The Subscriber may at any time resign from the Newsletter without giving any reason. To do so, you should:
   a) click the relevant link contained in every message sent as part of the Newsletter, or
   b) contact the Seller electronically.

   The customer also has the statutory right to withdraw from the contract for the provision of the Newsletter service within 14 days of its conclusion.
4. The Seller may stop providing the Newsletter service at any time, of which all Subscribers will be notified.
5. If a Subscriber does not open the messages sent by the Seller as part of the Newsletter for longer than 4 years, the Seller (after giving additional notice) ceases to provide the Newsletter service to that Subscriber.

IV. Complaints

1. Towards consumers and Privileged Entrepreneurs, the Seller is liable for the conformity of the Newsletter service with the contract in accordance with the provisions of the Consumer Rights Act. Towards other customers, the Seller is liable on the terms resulting from the Civil Code.
2. Complaints concerning the Newsletter service may be submitted to the Seller in accordance with the procedure provided for in points IX.3-5 of the Store Terms.
3. If dissatisfied with the way the Seller has handled the complaint, it is also possible to use out-of-court methods of complaint handling and pursuing claims, in accordance with the procedure described in points IX.6-7 of the Store Terms.

V. Personal data

1. Full information on the processing of the personal data of the Store's customers, including for the purposes of providing the Newsletter service, can be found in the Privacy Policy.

VI. Amendments to the Newsletter Terms

1. The Seller may amend these Newsletter Terms on the terms set out in point XI.3 of the Store Terms. If the Subscriber does not accept the new wording of the Newsletter Terms, they may terminate the contract for the provision of the Newsletter service with a 14-day notice period (contacting the Seller electronically for this purpose) or with immediate effect (in the manner indicated in point III.3 of the Newsletter Terms).