

**Regulations of AMILIGHT online store**  
available at the website address <https://www.amilight.eu>

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**§ 1**

**Definitions**

1. **Regulations** - these Regulations of the Store.
2. **Shop, Store** - AMILIGHT online store run by the Seller at internet address <https://www.amilight.eu>
3. **Seller** - Jerzy Wołk, providing business under the name WOMAT, EU VAT: PL6190006321. Company's registered office address: Poland, 63-600 Kępno, ul. Wiosenna 7
4. **Customer** - An entrepreneur who through the Store concludes a contract with the Seller for purposes related directly or indirectly to his professional or business activity.
5. **Entrepreneur** - a natural person, a legal person or an organizational unit that is not a legal person and has legal capacity and performs an economic activity.
6. **Parties** - Seller and Customer
7. **Recipient** - Customer or other person (authorized or unauthorized) receiving the delivered parcel with the ordered goods
8. **Product, Goods** - a movable item available in the Store, an intangible object or a service.
9. **Customer's e-mail address** - e-mail address provided by the Customer during the account registration in the Store
10. **Registration** - a set of customer activities performed on a dedicated subpage of the Store, aimed at establishing an Account
11. **Account** - a separate IT resource in the Store, where the data provided by the Customer is collected and information about the Orders placed by him in the Store.

12. **Logging** - gaining access to the Account by providing access data (login and password) determined during Registration.
13. **Product Card** - a page in the Store that displays detailed information about the Product and delivery options, enabling placing an Order by adding a Product to the Basket.
14. **Price** - payment for the Product, expressed in Euro currency (EUR) placed at the information about the Goods. The price does not include customs duties and cost of Delivering the Goods.
15. **Shopping Cart, Basket** - the Store website where the Products selected for purchase are shown by the Customer and it is possible to set and modify the Order data.
16. **Order** - a Customer's declaration of will directed to the Seller via the Order Form, aimed directly at the conclusion of the Sales Agreement.
17. **Order Form** - a form available in the Store, enabling the Customer to provide the Seller with the specification of the ordered Goods, invoicing and delivery data as well as information on the selected method of delivery and payment for the ordered Goods.
18. **Sales Agreement** - a contract of transfer of ownership of the Product from the Seller to the Customer, concluded between the Parties via the Store.
19. **Delivery Cost** - the sum of all costs (including customs fees) incurred by the Seller in order to deliver the Goods to the Customer, in accordance with the Order.
20. **Working day** - one calendar day in force in Poland (Monday, Tuesday, Wednesday, Thursday, Friday), excluding public holidays.
21. **Carrier** - an economic entity providing goods transport services in the door-to-door system.
22. **Deliverer** - the person delivering the parcel to the Recipient on behalf of the Carrier.
23. **Damage Report** - a document prepared by the Recipient in the case of a loss or damage to the Goods in transit.
24. **Order Execution** - sending a product or service performance.
25. **Order Execution Time** - the sum of Order Preparation Time and Delivery Time
26. **Order Preparation Time** - the period in working days, counted from the day following the date of posting the required payment by the Store, until the date of transfer of the parcel by the Seller to the Carrier.
27. **Delivery Time** - the period in working days counted from the day following the date of transfer of the parcel by the Seller to the Carrier, until the day of its first delivery to the indicated address of the recipient.

## § 2

### Preliminary provisions

These Store Regulations are directed only to Entrepreneurs and specify the rules of using the Store, the manner of submission and implementation of the Order and the rights and obligations of the Parties.

### § 3

#### Contact with the Store

Contact details:

1. Postal address to contact the Store:  
WOMAT  
63-600 Kepno, ul. Wiosenna 7  
Poland
2. E-mail address to contact the Store: [info@amilight.eu](mailto:info@amilight.eu)

### § 4

#### Technical requirements

For a comfortable use of the Store, including viewing the Store's assortment and placing orders for Products, you will need:

- a. terminal device (computer, laptop, tablet, smartphone and similar devices) with access to the Internet
- b. Internet browser with enabled cookies
- c. active e-mail account (e-mail)

### § 5

#### General information

1. Order in the Store can be submitted every day, around the clock.
2. The Customer placing an Order in the Store declares the same that he is an Entrepreneur.
3. The information on the Store's website does not constitute an offer within the meaning of the Polish Civil Code.
4. The Seller is not responsible for any disruptions or interruptions in the functioning of the Store caused by factors independent of the Seller.
5. Occasionally, the Store may be unavailable for a short time due to maintenance (eg software upgrade).
6. Browsing the Store's assortment does not require registration in the store.
7. Placing an Order requires prior registration in the store.
8. Each Price listed in the Store is a gross price (to be paid). The price includes a VAT tax of 0% with the proviso that if the place of delivery of Good or the Customer's company headquarters are located in Poland or outside the European Union, to the Price will be added VAT tax of 23%.
9. The final amount to be paid by the Customer consists of the price for the Product, the cost of the chosen method of payment and the Delivery Cost. All components of the amount to be paid are specified during the ordering process.
10. Client's costs related to access to the Internet and data transmission shall be borne exclusively by the Customer.

## § 6

### Creating an Store Account

1. Creating an Account in the Store is free.
2. To create an Account in the Store, complete the Registration Form and accept the required formal provisions.
3. The Customer may delete his Account at any time without giving any reason and without any fees.
4. Logging in to the Account is done by providing access data (login and password) established during the Registration.

## § 7

### Order placement rules

1. In order to place an Order, it is necessary to:
  - a. select the Product and go to the Product Card view
  - b. on the product card, specify the quantity of the product ordered and the method of delivery of the product
  - c. click the ADD TO BASKET button
  - d. select the view of the contents of the Basket and follow the next steps
2. Information how to order The product can also be found in the Shop menu, in the "How to buy" tab.

## § 8

### Payment and delivery method

1. All payments related to the Order placed by the Customer are payable only in the form of a prepayment.

The following payment methods are available in the Store:

  - a. via the PayPal payment platform:
    - payment from your PayPal account
    - payment by credit card
    - other payment methods offered by PayPal
  - b. by bank transfer to the Seller's bank account (mBank).

Detailed data for the transfer can be found in the "Bank Account" tab in the PAYMENT & DELIVERY section in the footer of the store ([LINK](#))

The costs of banking operations are borne by the customer.
2. The store offers the following delivery options:
  - a. courier shipment to a country belonging to the European Union. In this case, the cost of delivery shall be borne by the Seller.
  - b. shipment to a country not belonging to the European Union. In this case, the cost of the Delivery shall be borne by the Customer in the form of an additional payment in advance to the value of the Order.

## § 9

### Execution of a sales contract

1. The Customer places an Order for a selected assortment from the Store's offer in the manner specified in § 7 of the Regulations.
2. Placing an Order follows the "BUY and PAY" button. After correctly placing the Order, the Customer will receive an automatically generated e-mail with a message confirming receipt of the Order by the Store. This message will contain all relevant information about the Order.
3. The price of the Product given in the Store does not include the customs duty. If, after placing the Order, it appears that (due to the place of delivery of the Goods) the customs duty is required, then the Seller will inform the Customer in a separate e-mail correspondence with the required amount of the surcharge on this account. If the customer does not accept the cost of the customs duty, he can cancel the order. In this case, the money received by the Shop will be immediately returned to the Customer. Possible costs of returning money (bank charges) will be incurred by the Customer.
4. The price of the Product given in the Store does not include the payment for the delivery of the Product. Delivery of the Product to a country belonging to the European Union is free. Delivery of the Product to a country not belonging to the European Union is payable.
5. The cost of delivery of the Product to a country not belonging to the European Union will be calculated and proposed to the Customer after receiving the order by the Store. If the Customer does not accept the Product delivery cost proposed by the Store, he may cancel the Order. In this case, the money received by the Shop will be immediately returned to the Customer. Possible costs of returning money (bank charges) will be incurred by the Customer.
6. The Sales Agreement between the Customer and the Seller is concluded (and the Seller commences the execution of the Order) when the Seller receives the Order and the entire amount due for the ordered goods, including the Delivery Cost (if required) and customs duty (if required). Until that time, the placed order is treated as non-existent and has no legal effect on the part of the Seller.
7. After the conclusion of the Sales Agreement, the Parties may not withdraw from it.
8. In the event of providing incomplete, incorrect or contradictory information by the Customer when placing an order, the Seller will attempt to contact the Customer in order to remove errors or clarify doubts. The store will refrain from completing the order until the relevant information has been obtained, and if the contact attempt proves to be ineffective, the Order may be canceled by the Store. If the order is canceled, the money received by the Shop will be immediately returned to the Customer. Possible costs of returning money (bank charges) will be incurred by the Customer.
9. The Order Processing Time for a given product is the sum of the Order Preparation Time and Delivery Time.

10. The Seller is not responsible for the Delivery Time actually completed by the selected Carrier. In good faith the Seller shall provide the Customer with the delivery time to the selected location on the basis of generally available information published on the Carrier's official websites. Exceeding the delivery time by the Carrier shall not be the reason for any claims of the Customer towards the Seller.
11. In case of ordering Products with different delivery times, directed to the same delivery address, the proper delivery time is the longest given time.
12. The approximate delivery time depends on the country and method of delivery of the goods and the selected Carrier. If the Carrier is a courier company, then the standard delivery time within the European Union is usually up to 5 business days.
13. In the event of exceptional circumstances or the inability to execute the order within the declared period, the Seller shall immediately contact the Customer in order to determine the further procedure, including setting a different deadline for the contract, changing the method of delivery, etc.
14. After completing the Order, the Seller will document the sale of the Goods with a VAT invoice, which will be sent to the Customer's e-mail address in the form of a PDF document.

## **§ 10**

### **Procedure for the receipt of goods**

1. At the time of accepting the parcel, the Recipient is obliged to check the contents of the parcel in the presence of the Deliverer. This means that the Recipient should open the parcel and check whether the delivered goods are complete (compliant with the order) and assess its condition for possible damage in transport.
2. The recipient has the right and should demand the presence of the Supplier upon opening the parcel and checking its content. If the Deliverer refuses to be present when opening the parcel immediately after its delivery (and there has been a loss or damage to the goods during transport), this fact must be immediately reported in writing to the appropriate Carrier, recalling the relevant circumstances. The contact to the Carrier is on his website.
3. The consignee is solely responsible for failure to check the condition of the goods upon delivery. In the event of a complaint of the transport service, this may result in the failure to recognize the complaint.
4. The customer is responsible for the actions of other persons accepting the parcel on his behalf (authorized or not authorized) as for his own.

## **§ 11**

### **Complaints of transport service**

The content of this paragraph refers to the situation in which the customer after accepting the parcel found a loss or damage to the goods in transit.

1. If the Recipient concludes that the received goods are not complete or damaged in transport, he shall be obliged to perform all actions necessary to determine the liability of the Carrier. In particular, the Recipient should draw up a damage report. The consignee is obliged to provide the appropriate form or otherwise make it possible to draw up a damage report. If the parcel was picked up by the Recipient without contact with the deliverer (eg when the parcel was left at the delivery address) and the contents of the parcel were lost or damaged, the Recipient is obliged to immediately prepare a damage report by calling for the Deliverer or other necessary actions.
2. If the Recipient concludes that the received goods are not complete or damaged in transport, he shall be obliged to perform all actions necessary to determine the liability of the Carrier. In particular, the Recipient should draw up a damage report. The consignee is obliged to provide the appropriate form or otherwise make it possible to draw up a damage report. If the parcel was picked up by the Recipient without contact with the deliverer (eg when the parcel was left at the delivery address) and the contents of the parcel were lost or damaged, the Recipient is obliged to immediately prepare a damage report by calling for the Deliverer or other necessary actions.
3. In addition to the preparation of the damage report, it is strongly recommended to prepare photographic documentation of the damaged good and packaging (even if the packaging is only dented or deformed). Pictures should be clear, taken in good light, from different angles and distances, so that they have evidential value. Photographs significantly increase the probability of accepting a complaint by the Carrier.
4. After preparing the damage report, it is necessary to take a scan or a clear photo, and then send such a document to the Seller (eg using the contact form or directly to the address [info@amilight.eu](mailto:info@amilight.eu)). The message should describe the type of damage and / or specify the deficiencies in the shipment, as well as provide its claim (repairing the damaged product, refunding part or all of the product price, re-sending the new product, reimbursement of transport costs in the case of returning the product to the Seller).
5. After the Seller receives the required damage documentation, the Seller shall take immediate action to determine the liability of the Carrier. Depending on the country of delivery and Carrier, additional documents may be required by the Customer at this stage.
6. Depending on the country of delivery and the Carrier, the Carrier's regulations may require claims for complaint of the transport service directly by the Customer or the Recipient. In this case, the Customer is responsible for all activities aimed at determining the liability of the Carrier and pursuing claims, and the Seller is exempt from these activities.
7. If the complaint is brought by the Seller to the Carrier, then until the complaint procedure is completed, the Customer should keep the damaged goods and transport packaging for evidentiary purposes.
8. The Customer may return the damaged goods to the Seller at his own expense, with the reservation that the Seller shall not accept the parcel payable upon delivery. The cost of sending back the goods may be returned to the Customer if the complaint is submitted by the Seller to the Carrier and the Customer has already reported such a claim and if the Carrier considers the claim in this respect to be reasonable.

9. The Customer's claim in connection with the complaint of the transport service may be satisfied by the Seller only if he obtains the amount of compensation from the Carrier and only to the extent covered by this compensation.

## **§ 12**

### **Complaints and warranty**

1. The Sales Agreement covers completely new, unused products.
2. If the product has been granted a guarantee, information on its duration is included on the product card and confirmed by the entry on the VAT invoice. Unless otherwise stated on the Store's pages, the Seller grants a guarantee for each product for a period of 12 months. The warranty run starts from the date of receipt of the ordered Goods by the Recipient.
3. In the event of a defect purchased from the Seller's goods, the Customer has the right to make a complaint based on a guarantee provided by the Seller.
4. The loss or damage to goods resulting from transport can not be a basis for reporting to the Seller complaints about the quality or quantity of the delivered goods.
5. Complaints should be submitted in writing by traditional mail or by email to the address of the Seller.
6. The complaint should contain at least: a brief description of the defect, circumstances (including date) of its occurrence, data of the Customer submitting the complaint, and the Customer's request in connection with the defect of the Goods.
7. The claimed Goods should be sent back to the Store's address. The receipt of the Goods by the Seller is a condition for considering the complaint. At the Customer's request, the Seller may agree to consider the complaint only on the basis of the photographic documentation provided.
8. The Seller will respond to the claim immediately - no later than within 14 business days from the date of receipt of the Product complained about.
9. The Customer covers the costs of delivering the advertised Goods to the Seller. These costs are non-returnable, which means that the Seller does not return them to Customer or compensate in any way.
10. If the complaint proves to be justified, the Seller will cover the cost of removing the defect or replacing the Goods with a new one (including the cost of delivering the repaired or replaced Goods to the Customer) or refund the price of the goods to the Customer. The decision on how to settle the complaint belongs to the Seller.
11. If the complaint turns out to be unfounded, the Seller will charge the Customer with the costs of service verification and the cost of sending the Product back via the cheapest possible delivery method or other manner agreed with the Customer. The Customer is obliged to pay the fee for the verification of the Goods and for the return of the Goods, within 7 days from the date of notification of the result of the verification and the required amount of the fee. Goods will be released to the Carrier for delivery immediately after the Seller receives the required amount. If you do not receive the required amount due within the aforementioned time, the Seller will charge the Customer with the cost of storing the



goods in the amount of 1% of the Product purchase price per day, for each day above the required payment date. When the cost of storage of the Goods is equal to the value of the Goods, the Goods will be disposed of, and the Customer will not be entitled to any compensation, compensation or any other claim against the seller.

### **§ 13**

#### **Personal data**

Information on the Customers' personal data of the Store has been specified in the document "Privacy Policy". The document is available in the Store in the SHOPPING RULES section ([LINK](#)).

### **§14**

#### **Responsibility of the Seller**

1. The Seller informs that the Seller's liability under the warranty for a product against the Entrepreneur is excluded.
2. The Seller's liability towards the Customer, regardless of its legal basis, is limited - both as part of a single claim, as well as for all claims in total - up to the price paid and delivery costs under the Sales Agreement. The Seller shall be liable towards the Customer only for typical damage foreseeable at the time the contract is concluded and shall not be liable to the Customer for the benefits lost by the Customer.

### **§ 15**

#### **Final provisions**

1. All content and messages in the Store are presented in English.
2. Correspondence between the Store and the Customer is carried out in English.
3. The store is subject to the legal provisions in force in Poland, and the customer using the store and placing an order in it is aware of this and accepts this fact without reservations. This means that in relation to orders placed in the Shop and any further activities related to the ordered goods (eg delivery, warranty, complaint), the provisions of these Regulations and the provisions of Polish law shall apply. Local law due to the Customer's seat does not apply.
4. These Regulations do not exhaust all possible aspects of cooperation between the Parties. By mutual consent, the Parties may shape their relations in any way (which is different or not specified in the Regulations), provided that such agreement is agreed in writing or by e-mail in a clear and unambiguous manner in either of the Parties.
5. In matters not covered by these Regulations, the applicable provisions of Polish law shall apply.
6. In the event of a dispute between the Parties, the Parties will seek an amicable and out-of-court settlement of the dispute. If it is impossible to resolve the dispute in this way, the dispute between the Parties will be settled by the court having jurisdiction over the Seller's registered office.

7. The Seller reserves the right to change the content of the Regulations. The parties are bound by the content of the regulations on the date of placing the Order by the Customer.
  8. The Customer is obliged to read the Regulations immediately before placing the Order in the Store.
  9. Placing an Order in the Store is tantamount to agreeing to all provisions and information contained in these Regulations.
  10. Regulations come into force on 01 August 2019.
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### **Interpretation of this document**

This document is a translation of the Regulations prepared in the Polish language. In the event of discrepancies in interpretation regarding the Regulations, a binding is the Regulations prepared in the Polish language. To read the Regulations in Polish language, click [HERE](#).