

Terms of Purchase

§ I Preliminary provisions

1. In accordance with the Act of 18 July 2002 on electronically provided services (Journal of Laws No 144, item 1204) and the Consumer Rights Act of 30 May 2014 (Journal of Laws of 2014, item 827) ("the Act"), the Company sets out the terms of sale of the Products (hereinafter referred to as "**the Terms**") purchased through the internet domain, www.colwayinternational.com.
2. The owner of the internet domain, www.colwayinternational.com ("**Colway International**"), shall be **Colway International Spółka Akcyjna** with its registered office in Warsaw at ul. Grzybowska 61A/2101, Warsaw (00-844), entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division, under KRS No 0000547402, NIP (Tax ID No): 5272731683, REGON (Statistical ID No): 360987881, with share capital of PLN 100,000; fully paid-up, to be contacted at: office@colwayinternational.com, phone No +48 58 572 62 02 ("**the Company**").
3. The Company shall be the Seller of the Products indicated on the Colway International website, within the Polish territory and abroad. The Company provides the services of Products sale by electronic means in accordance with these Terms.
4. The User means the entity using the website or purchasing the Products via the Colway International website ("**the User**").
5. The Company shall be the entity exercising technical supervision over the Colway International website.

§ II Products offered as part of electronically provided services

1. The goods offered by the Company are purchased via the Colway International website using the internet network, in accordance with the provisions of item 2 below.
2. The goods offered by the Company are purchased via the website at colwayinternational.com or via the individual websites of the sales Partners who run online shops within the Colway International domain, provided that the only goods that may be purchased are those which are classified as available, hereinafter referred to as "**the Products**".
3. Product specifications and other information relating to the Products offered for sale by the Company can be found on the website next to the text developed to present the Product in the Company's online shop.
4. To purchase the Products, the User must:
 - a) connect in online mode to the Company's website - colwayinternational.com, or to another website within its domain which is operated by the sales Partner,
 - b) register with the client database created by the Company through setting up an individual account for Registered Clients or continue shopping as an Unregistered Client by filling in the appropriate form with the data referred to in section III(2) of the Terms, in particular by completing the mandatory fields in the form, which are necessary to carry out sales;
 - c) follow the "technical" instructions to be found on the online shop website, and accept the Terms of Purchase and, in the case of Registered Clients, the Terms of Cooperation before entering into the sales agreement.
 - d) select Products;
 - e) select a method of payment;
 - f) select the form and cost of delivering the Products;
 - g) confirm the commitment to pay for the Products selected and cover the associated costs.

5. After placing the order in a proper manner, the User states that:
 - a) they have legal capacity and the data provided by them in the order are true and correct, and that they have the right to use such data to the extent necessary to perform the sales agreement;
 - b) they consent to the processing of personal data provided to the Company for the purposes of distance selling.
6. By creating an individual account, the User who is a Registered Client:
 - a) agrees to receive notifications about any amendments to the Terms of Purchase, to the email address provided;
 - b) consents to the processing of personal data provided to the Company for the purposes of distance selling and cooperation with the Company, including the consent to receive Newsletters and information about current promotions and other commercial offers on the terms set out herein.

§ III Conclusion and termination of agreements

1. Agreements for the sale of Products are concluded and terminated via the Colway International website, as part of the distance agreement, subject to paragraph 3.
2. In order to place an order for the Product, the User must provide the following data, together with a **statement** that these data are true and correct and that the person placing the order is entitled to use them:
 - a) name and surname of the User,
 - b) residential address (street, city, postal code) and correspondence address, if other than the residential address,
 - c) email address of the User,
 - d) Contact telephone number,
 - e) data identifying the Partner who recommends the Colway International Products,
 - f) Tax ID No (NIP) – for those conducting business activity.
3. Providing the personal data referred to in paragraph 2(a) to (e) is necessary for the Company to provide electronic services due to the method of operation of its information and communication system. The Company does not allow for its services to be provided to the Users on an anonymous basis or under pseudonym.
4. An agreement for the sale of Products may only be concluded if the User provides true and correct data as indicated in paragraph 2 above, and if the User confirms that they have read and will comply with these Terms of Purchase.
5. In order to improve cooperation and to make the Colway International website available for use in a shorter time, the User is entitled to create an individual account for Registered Clients to store the data referred to in item 2 above. A Registered Client is entitled to a special discount of 10% on the retail price of the Products. Other privileges and cooperation development opportunities are defined in the Terms of Cooperation. The Registered Client individual account may be deleted at any time by the User.
6. The User shall select the Products which are presented at their gross prices (i.e. including taxes due) in the Product information. In the case of Registered Clients, the applicable currency shall be the same as that of the User's country. In the case of Unregistered Clients, the applicable currency is determined based on the country selected. For Users from the Republic of Poland, the Product prices shall be displayed in Polish zlotys plus VAT. The price stated for each Product shall be valid

at the time the order is placed by the User. The Company reserves the right to change the prices of the Products offered by the online shop, to withdraw and add new Products to those offered for sale, to carry out and discontinue promotional campaigns at the online shop of the Company or to make changes thereto. The above entitlement shall not affect the Product prices in the orders placed before the entry into force of such a price change, promotional campaigns or sales terms.

7. Payment for the Products ordered may be made by bank transfer, using the “cash on delivery” method, through online payments (including Dotpay, using electronic transfers and payment cards).
8. As for payments made by bank transfer, the Company will fulfil orders after its account is credited with such payments and associated costs in respect of the Products selected. Payment for the Products ordered shall be made without delay, but no later than within 7 days of placing the order with the Company. If no payment is made for the Products ordered within 7 days of submitting the order, the unpaid orders will be automatically cancelled. A paid order shall be the relevant order under which the Product price together with the shipment costs have been paid in full to the Company’s account. A cancelled order shall be the order under which the method of “cash on delivery” is selected, and the User fails to collect the Products.
9. At the User’s request, an electronic VAT invoice shall be issued and delivered in accordance with the law, with the proviso that the User, in order to receive such an invoice, must fill in the form on the Colway International website with the data necessary to issue the VAT invoice and provide a valid email address, in accordance with paragraph 2 above. If the above-described option to receive a VAT invoice is not selected, the Company shall issue a relevant sales document to the User. The Company shall also provide the Users who are Registered Clients with the possibility to view in online mode the orders placed and the invoices issued after logging in to their individual accounts within the Colway International domain.
10. The Product ordered will be delivered to the address indicated by the User within 24 hours, on the next working day. However, if circumstances beyond the Company’ control occur, this may take up to 5 working days. Orders placed before 2.00 p.m. will be, wherever possible, fulfilled on the same working day as they were placed.

§ IV Withdrawal from agreement

1. In complying with information obligations, the Company states that, subject to the exceptions set out in paragraph 7 below, by entering into a distance contract, the User who is a consumer within the meaning of the Polish Civil Code is granted the right to withdraw from the agreement for the sale of Products within 14 days at no cost and without giving reasons, except for additional Product delivery costs, where the consumer selects the Product delivery method other than the least expensive one offered by the Company, that will be borne by the User.
2. In the event of the sale of the Products, the period for withdrawal from the agreement begins from the date on which the consumer or any person designed by them other than the carrier takes possession of the Products.
3. The User who is a consumer may withdraw from the agreement by submitting a statement of withdrawal to the Company. The statement may be submitted using the form a template for which is provided in Appendix No 1 to the Terms, and which is also available from the Information – Downloads tab: <http://colwayinternational.com/news/downloads.html> .
4. The User is obliged to return the Product to the Company without delay, but no later than 14 days after withdrawal from the agreement. In order to meet the deadline, it is sufficient to send the

items back before the expiry of the deadline. Each element of the returned Product must be complete and unchanged. Should the User fail to comply with this condition, they may be required to cover the cost of restoring the Product to its original state, provided that they are liable for such a situation in accordance with the generally applicable law.

5. Within 14 days of receipt of the consumer's statement of withdrawal from the agreement, the Company shall reimburse the User for all payments made by the User, including the costs of supplying the Product, unless the User selected the delivery method other than the least expensive one offered by the Company.
6. The Company will reimburse payments using the same method of payment as that used by the User – consumer, unless the User who is a consumer has expressly agreed to have the payment returned in another manner which does not require them to cover any costs. The Company may withhold the reimbursement of payments until the Products are returned to it or a proof of them being returned is provided by the User who is a consumer. Where the User has withdrawn from the agreement for the purchase of products, and the relevant VAT invoice has already been issued, a correcting invoice shall be issued.
7. The User who is a consumer shall not have the right to withdraw under the following agreements:
 - a) for the provision of services, if the entrepreneur has fully delivered the service with the express consent of the consumer, and the consumer was informed prior to performing the service that they would be deprived of the right to withdraw once the entrepreneur has performed the service;
 - b) under which the object of the service performed is a non-prefabricated item, manufactured according to consumer specifications and designed to meet individual consumer needs;
 - c) under which the object of the service performed is a perishable item or an item with short shelf life;
 - d) **under which the object of the service performed is an item supplied in a sealed package, which may not be returned once it has been opened due to health protection or hygiene reasons, if the package has been opened after delivery;**
 - e) under which the services performed relate to sound or visual recordings or computer programs delivered in a sealed package, if the package has been opened after delivery;
 - f) for the supply of newspapers, periodicals or magazines, except for subscription contracts.
8. Instructions on the right of withdrawal are attached as Appendix No 2 hereto.

§ V Complaint procedure

1. The Company undertakes to deliver the Product which is free from defects.
2. Upon receipt of the Product shipment, the User shall carefully examine the shipment and the Product and immediately notify the Company of any defects found. If, at the time of receipt, the Product has any signs of damage, the User shall draw up the relevant report in the presence of the courier and shall reject the visibly damaged shipment; in other cases, the Product shall be sent back at the cost of the Company to the Company's warehouse at the following address: 62-023 Żerniki near Poznań, ul. Składowa 15, subject to the following provisions of these Terms.
3. The User shall immediately verify the quantitative status of the shipment and notify the Company within 2 working days of any non-compliance with the order.

4. If the Product is found defective, the User has the right to lodge a complaint. The complaint should be filed immediately after the defect is identified. Complaints are dealt with within 14 (fourteen) days after they are received by the Company. If a complaint cannot be settled by the above deadline, the Company shall notify the User of this fact, giving reasons for extending the deadline and stating the estimated response time. The provisions of the preceding sentence shall not apply to the Users who are consumers within the meaning of the Polish Civil Code.
5. Complaints should be submitted electronically to the following email address: reklamacje@colwayinternational.com, or by regular mail to the following address: COLWAY INTERNATIONAL S.A. ZWROTY, 84-207 Koleczkowo ul. Hippi czna 2. Complaints may be filed using the form available from the Information – Downloads tab: <http://colwayinternational.com/news/downloads.html>
6. In a complaint, the User should indicate any defects found in the Product and provide a brief description of the reservations made.
7. If the complaint is accepted, the Company shall replace the Product with a product free from defects or shall make a refund for the defective Product. The cost of replacement shall be borne by the Company.
8. If the payment made by the User is refunded, the Company shall make the refund to the account from which the User has made payment or to another account indicated by the User.
9. In the event of a dispute with a User who is a consumer within the meaning of the Polish Civil Code, the User may use extrajudicial procedures for dealing with complaints and enforcing claims. Detailed information on how the User who is a consumer may implement the extrajudicial procedures for dealing with complaints and enforcing claims and the rules on access to these procedures are available from the premises and on the websites of district (municipal) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, the Provincial Inspectorates at the Trade Inspectorate and on the website of the Office of Competition and Consumer Protection. The User who is a consumer may use the following extrajudicial procedures for handling complaints and recovering claims: 1) right to request the permanent arbitration court with jurisdiction over consumers, operating at the Trade Inspectorate, to resolve the dispute arising from the Sale Agreement to which the User is a party, 2) right to request the Provincial Inspector of the Trade Inspectorate to initiate mediation proceedings on the amicable resolution of the dispute between the User and the Company, 3) right to receive free assistance in resolving the dispute between the User and the Company, and additional free-of-charge assistance from the District (municipal) Consumer Ombudsman or a social organisation which is required by statutory law to protect consumer rights (including the Polish Consumer Federation, Association of Polish Consumers).

§ VII Personal data

1. The Company acts as the personal data administrator.
2. The User's personal data are processed in accordance with the Personal Data Protection Act of 29 August 1997 and the Act of 18 July 2002 on electronically provided services, regardless of whether such services are provided in relation to personal data sets. Data submission is voluntary.
3. Upon the Product sale or User registration, the User's personal data are stored in the Company's personal database. The data are processed in order to enter into, develop the content of, and perform the agreement for the sale of Products, or in order to amend or terminate such an agreement.

4. The Company will use the data provided by the User for purposes related to the administration of the User's account (upon registration), review and execution of the financial transactions related to online payments, as well as monitoring the process of downloading data from the Company's website, improving the layout and/or content of the Company's website and adapting it to User needs, registration of Users with the Company's website and conducting demographic studies relating to Users.
5. The Company is authorised to provide the User's name, surname and address, telephone number and email address to a third party in order to supply the Product to the User (for example, to a courier company or another supplier).
7. In every competition, the Company uses the data to contact the winners. For more information, the User should read the terms of participation in the competition concerned.
8. When placing an order or going through a registration procedure, the User may additionally express their consent to the processing of personal data for marketing purposes, including the sending of newsletters and commercial information, to the email address and/or mobile phone number provided by the User. The User's consent to receive commercial information may be revoked at any time.
9. In the case of Registered Clients, their personal data are also available to the Company's sales Partner who has recommended the Company's products.
10. The User has the right to inspect their personal data and to request the correction and/or deletion of the data. The User may correct the data themselves through data editing in the User's profile at colwayinternational.com.

§ VIII Data collected automatically

1. The Company hereby informs the User that when they connect to the Company's website their personal information is collected and stored, or the information already stored in the User's communication device is accessed – a fact of which the User is also notified each time they visit the Company's online shop. The data are collected automatically during the User's visit to the website, and they include information on the IP address, domain name, browser type, operating system type, etc. These data are not personal data.
2. The User's information is stored and accessed on the spot so that the Company may analyse the Users' behaviours during their visit to the website or collect demographic information relating to the Users and fulfil their orders.
3. After receiving information on the automatic collection of data, i.e. "Cookies", the User may give their consent for such data to be stored and accessed by the Company, or they may define the storage and access terms for Cookies (including the refusal to allow Cookies) using the settings of the software installed by the User on their communication device (e.g. a computer). Every web browser has the option of automatic rejection of Cookies.
4. Cookies do not affect the operation of the User's telecommunication equipment in an adverse manner, nor do they change the configuration of the device or any software installed on it.

§ IX Copyright

1. All materials to be found on the Colway International website (including photos, recipes, instructions, texts, logos, etc.) and/or those transmitted by electronic means are protected by copyright. They can be used, copied and printed under the terms specified by the Company.
2. The electronic information contained on the website and in the correspondence may be copied or used for public purposes only with the prior written consent of the Company. The photos posted on the website are the property of the Company.

§ X Final provisions

1. The Company represents that, as part of the services described in the Terms, the User shall be prohibited from supplying illegal content. By accepting these Terms, the User agrees not to violate this prohibition.
2. A service provider has the right to amend the Terms at any time, provided that the Terms amended are binding on the User, unless the User, within two weeks of receipt of the information on the amendments thereto, submits a statement that they will no longer use the service.
3. Orders placed during the validity of the previous version of these Terms shall be fulfilled in accordance with the provisions contained therein. If the User refuses to accept the amendments to the Terms, they may delete their account.
4. These Terms are made available to Users free of charge on the following internet domain: colwayinternational.com, in the "Information – Downloads" tab as a .pdf file, allowing them to access, reproduce and save their content.
5. The minimum technical requirements for using the Colway International website are the following: a computer with an operating system, web browser and internet access.

Appendix No 1

Statement of withdrawal
WITHDRAWAL FORM TEMPLATE

(this form should be completed and returned only if you wish to withdraw from the agreement)

Addressee **Colway International S.A. with its registered office in Warsaw,**
full correspondence address: 84-207 Koleczkowo, ul. Hippiczna 2,
email: reklamacje@colwayinternational.com.

I/We(*) hereby give notice(*) of my/our intention to withdraw from the agreement for the sale of the following items(*) the agreement for the supply of the following items(*) the agreement for specific work under which the following items are made(*)/ the agreement for the provision of the following services(*)

.....
Date of agreement(*) conclusion /receipt(*)

.....
Email address:

.....
Consumer(s) name and surname

Consumer(s) address

Signature of the consumer(s) (only if the form is sent in paper form)

.....
Date

Appendix No 2

INFORMATION CONCERNING THE EXERCISE OF THE RIGHT OF WITHDRAWAL – INSTRUCTIONS ON WITHDRAWAL

You have the right to withdraw from this agreement within 14 days without giving reasons. The deadline for withdrawal shall expire after 14 days from the day on which you take possession of the item concerned or the third party indicated by you, other than the carrier, takes possession of the item concerned.

To enjoy the right of withdrawal, you must notify us at:

COLWAY INTERNATIONAL S.A. with its registered office in Warsaw, correspondence address: 84-207 Koleczkowo ul. Hippiiczna 2, email: reklamacje@colwayinternational.com.

of your decision to withdraw from this agreement by making an unequivocal statement to this effect (e.g. a letter sent by post or email).

You may use the withdrawal form template, but you are not required to do so.

You may also fill in and submit electronically the withdrawal form or any other unequivocal statement available on our website, colwayinternational.com, Information – Downloads tab: <http://colwayinternational.com/news/downloads.html> Should you choose to use this option, we will immediately send you the acknowledgement of receipt of your notice of withdrawal on a durable medium (e.g. email). To meet the deadline for withdrawal, it is sufficient that you send us information concerning the exercise of the right of withdrawal before the deadline for withdrawal. Effects of withdrawal In the event of termination of this agreement, we will refund to you all payments received from you, including the costs of delivery of the item concerned (excluding additional costs resulting from your choice of the delivery method other than the least expensive method offered by us), without delay, and in any event no later than 14 days after the date on which we received your notice of withdrawal. Your payments will be refunded using the same payment method that you used for the original transaction, unless you have expressly agreed otherwise; in any case, you will not incur any fees in connection with the refunding procedure.

We may withhold the refunding of payment until the receipt of the item concerned or the proof of it being returned, whichever occurs first.

Please send us or provide us with the item concerned without delay, and in any event no later than 14 days after the day on which we received your notice of withdrawal. The deadline shall be met if you return the item to us before the 14-day deadline.

You are liable only for reduction in the value of the item which is due to it being used for purposes other than those related to determining the nature, characteristics and functioning of the item.

STATEMENT TO BE PLACED UNDER THE ORDER FORM/ACCOUNT REGISTRATION FORM

I hereby declare that all information provided in the form is true and correct and that I have the right to use the same in order to carry out the transaction.

COMPLAINT – FORM

Name, Surname:

Designation of the Client/Partner

- I am a Consumer/private person, and I do not carry out business activity.
- I am an Entrepreneur;

Contact address:

Email:

Order number:

Date of delivery:

- QUANTITY COMPLAINT**

..... <i>Quantity ordered</i> <i>Quantity delivered</i> <i>Product code</i>
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..... <i>Quantity ordered</i> <i>Quantity delivered</i> <i>Product code</i>
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..... <i>Quantity ordered</i> <i>Quantity delivered</i> <i>Product code</i>
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- QUALITY COMPLAINT**

..... <i>Product code</i> <i>detailed description of the defect</i>
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..... <i>Product code</i> <i>detailed description of the defect</i>
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..... <i>Product code</i> <i>detailed description of the defect</i>
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CLAIM OF THE PERSON LODGING A COMPLAINT

- Replace the goods with goods free of defects.
- Refund payments for the goods
To the following bank account:
- Details of the account holder:

1. A complaint should be submitted in writing and sent/delivered to the registered office of **COLWAY INTERNATIONAL S.A. ZWROTY, 84-207 Koleczkowo ul. Hippiczna 2**; the complaint form may be submitted via email reklamacje@colwayinternational.com.
2. The complaint covers only defects resulting from causes inherent in the purchased goods.
3. COLWAY INTERNATIONAL S.A. agrees to investigate the complaint within the time limits specified in the Terms of Purchase and to notify the Buyer of its decision regarding the complaint.
4. All goods which are the subject of complaint should be returned to the address indicated in item 1, in the package, along with the correctly completed Complaint form.

I hereby declare that I have read the Terms of Purchase.

Date and signature of the person submitting the complaint:

To be completed by COLWAY INTERNATIONAL S.A.
Date and signature of the person receiving the complaint:

Notes:
Procedure for handling the complaint: