

Rules and Regulations of the web shop

1. General

- 1.1. The Web Shop managed via <https://epson.microdis.net> (referred to as the "Store") is owned by Microdis Electronics Sp. z o.o. with registered office in Żerniki Wrocławskie (ul. Strzelińska 17, 55-010 Żerniki Wrocławskie, Poland) registered in National Court Register by District Court for Wrocław-Fabryczna, VI Commercial Division KRS, national court register number KRS: 0000162738, registry of national economy number REGON: 931087724, tax identification number NIP: 8961345879, referred to as the "Vendor". Other contact details: email: poland@microdis.net, tel.: +48 71 3010400, fax: +48 71 3010404. The customer may contact the Vendor during working days from 8:30am to 4:30pm (CEST) (referred to as the "Store Working Hours").
- 1.2. The Rules and Regulations determine the purchase conditions in the Store. The Rules and Regulations concern natural persons, legal personalities and organizational units which are not legal personalities yet having legal capacity through separate law, that make a purchase or use other Vendor's e-services (referred to as the "Customer"). Whenever the Rules and Regulations states the "Consumer" it should be understood as a consumer pursuant to art.22(1) of the Act dated 23 April 1964 the Civil Code (that is Journal of Laws 2017 pos.459 altered).
- 1.3. The Vendor sells goods that are on the Store's website (referred to as the "Goods").
- 1.4. The prices quoted by the Store are EURO currency and they are net prices, do not include VAT tax. For the Republic of Poland's (RP) residents given euro prices are converted to PLN according to BZWBK rate (table of foreign currency sales) valid at the purchase date, VAT tax in amount regulated by the RP tax law will be added to the price. There is no tax charge both for European Union (EU) residents registered in European tax system (VIES) and non-EU customers.
- 1.5. The prices do not contain the costs of shipment which are dependent on the Customer's choice of delivery method.
- 1.6. All retail information, prices and description of the Goods shown on the Store's website are not an offer but an invitation to sign a contract.
- 1.7. The Vendor provides additional e-services connected with signing contracts of the Goods selling.
- 1.8. In order to use or browse the Store, place orders or take advantage of the Vendor's e-services the one needs:
 - a) Electronic device such as tablet or computer with the internet connection;
 - b) Updated internet browser with the latest stable version from the following producers: Internet Explorer, Google Chrome, Mozilla Firefox, Opera, Safari which accept cookie files;
 - c) Valid e-mail address account.
- 1.9. The Vendor uses cookie files that are saved in the Customer's website end-device. Using cookies makes the Store's website on the Customer's end-devices work properly. This does not destroy the Customer's end-devices and also does not change the settings on those devices or on any software installed on them. If the Customer does not wish to receive cookie files, they may change the browser settings. However, it is worth noting that disabling cookies can hinder, and in some cases, prevent the Customer from viewing web pages.
- 1.10. The Vendor informs that uses cryptographic protection of electronic transfer and digital content through application of proper logic, organizational and technical means, especially to prevent unauthorized third parties from accessing the data, that is through SSL encryption, usage of passwords, antivirus programs or against unwanted software.
- 1.11. The Vendor informs that despite protection via various security systems mentioned in point 1.10. using the Internet and e-services may be endangered with malicious software ingress or getting access to data on the Customer's device by unauthorized third parties. In order to minimize such danger the Vendor suggests using antivirus programs or other protecting identification means for the Internet.

- 1.12. The Vendor does not take any responsibility for interference, the Store functioning breaks caused by force majeure, by forbidden influence of third parties or by the Store's incompatibility with the Customer's technical infrastructure.
- 1.13. The Vendor does not take any responsibility for interference, payment receipt delays made by the Customer and for any interference of electronic payment platforms (banks within) caused by force majeure, by forbidden influence of third parties or by the Store's incompatibility with the Customer's technical infrastructure.

2. Orders

- 2.1. Placing an order is done with a virtual basket available on the Store's website. After adding the Goods to the basket the Customer is asked to complete the following form:
 - a) The Customer's name and surname,
 - b) The office address,
 - c) Delivery address, if different from the office address,
 - d) Telephone number,
 - e) E-mail address,
 - f) Tax identification number NIP,
 - g) Delivery method,
 - h) Payment method.
- 2.2. Order of the Goods takes place through clicking the order button (described as "Order Now under Payment Obligation"). Placing an order by the Customer is equivalent to making a purchase offer.
- 2.3. Signing the contract of sale occurs when the Vendor confirms the order acceptance by e-mail within 48h the latest from placing the order. When 48h passes ineffectively the Customer's purchase offer is invalid. In case of placing an order after the Store Working Hours expiry of the indicated period counts from 8:00am the following working day.
- 2.4. The order acceptance confirmation is sent via e-mail given by the Customer when completing the form.

3. Payment

- 3.1. The following payment methods are available:
 - a) By debit card or other forms of PayU and Dotpay on-line payments
- 3.2. Payment is considered as successful when the Vendor's bank account is recognized or when there is a confirmation about a positive authorization from online payment service. When the Customer chooses online payment method (any of e-payments or debit card payment) the Customer is obliged to make a payment immediately via Dotpay or PayU platform to which they are redirected. Otherwise the order is cancelled.
- 3.3. The Customer receives detailed information on delivery methods and acceptable payment methods when placing an order in the Store.
- 3.4. The Vendor reserves the right to make it possible for the Customer to pay in a different form after individual arrangements with the Customer.

4. Delivery

- 4.1. The following delivery or the Goods collection methods are available:
 - a) Courier shipment with a courier indicated by the Vendor whose pricelist is attached on the Store's website [<https://epson.microdis.net/delivery-costs.html>]
 - b) Personal collection at the Vendor's premises during the Store Working Hours.

- 4.2. Upon choosing the method other than personal collection, the Goods are dispatched within the deadline indicated when ordering in the Store (subject to points 4.3. and 4.4.) via the delivery method pointed by the Customer.
- 4.3. When ordering the Goods with different delivery deadlines, the target deadline is the longest one.
- 4.4. When ordering the Goods with different delivery deadlines, the Customer may request the shipment in parts or to deliver all ordered Goods when the order is complete.
- 4.5. The beginning of the delivery deadline is estimated as follows:
 - a) Upon the Customer's choice of online payment (e-payment or by debit card) – from the date the Vendor's bank account is recognized,
 - b) Upon the Customer's choice of personal collection, the Goods will be ready to collect at the date indicated while ordering in the Store. The Vendor will notify the Customer additionally when the Goods are ready to collect,
 - c) Upon ordering the Goods with different collection deadlines, the Customer may collect the Goods in parts (adequately to its readiness to collect) or collect the whole ordered Goods when complete.
- 4.6. The Goods delivery takes place worldwide, subject to countries economically or politically sanctioned or covered by the embargo on certain products having dual use imposed by international organizations, EU customs or RP government.
- 4.7. The Vendor does not take any responsibility for any customs or tax charges obligatory in the delivery target country indicated by the Customer.
- 4.8. The Goods delivery is not free of charge, unless other individual arrangements exist. The Goods delivery costs (transportation, delivery and postal service) are indicated while ordering in the Store, also at the moment of the Customer's willingness for concluding the contract of sale.
- 4.9. Personal collection of the Goods is free of charge.

5. Complaints and liability

- 5.1. The Vendor is obliged to deliver products free of defects.
- 5.2. The Vendor is responsible for defected products pursuant to the Civil Code subject to points 5.3-5.9.
- 5.3. The Customer is obliged to examine the consignment in the presence of the courier. In case of mechanical damage of the consignment the Customer:
 - Is obliged to report damage to the courier in the delivery receipt protocol,
 - or
 - Has the right to refuse the consignment.In both cases the Customer is obliged to inform the Vendor immediately about such incident. Otherwise, any not reported claims caused by mechanical damage of the consignment will not be considered.
- 5.4. The Customer is obliged to examine the Goods immediately after receipt and to inform the Vendor about any defects within 7 days from receipt of the Goods. In case of any defects that were impossible to check when accepting the Goods, the Customer is obliged to inform the Vendor within 7 days from their detection the latest. In case of the expiration of the deadlines the Customer loses the rights resulting from the warranties.
- 5.5. The complaint should be reported in RMA claim form available in one of the Store's subpages. It is suggested to describe the defect in detail, the circumstances of its occurrence and the reporting Customer details.
- 5.6. The claimed Goods together with the RMA number given by the Vendor should be sent to the address indicated in p.1.1.
- 5.7. The Vendor shall make a decision on the Customer's complaint within 30 days of the time it has been reported, subject to the fact that this period may be extended if there is a necessity of

confirmation of the defect by the supplier/producer or a necessity of carrying out technical expertise. In such case the Vendor shall make a position on a case after receiving a decision from the supplier/producer or after receiving the expertise.

- 5.8. In case of a positive consideration of a complaint the Vendor commits to repair the Goods on own expense or exchange the defected one to the one free of defects within the deadline agreed with the Customer. If repair or exchange of the Goods is impossible or is associated with a necessity of additional costs to be paid by the Vendor, the Vendor reserves the right to refuse the repair or exchange of the Goods and return the appropriate price to the Customer. The Customer does not have the right to withdraw from the contract of sale in case of the Goods' defect.
- 5.9. When there is a warranty issued on the Goods, information and its content shall be attached to the Warranty Card.
- 5.10. Any liability of the Vendor towards the Customer concerning concluding and fulfilling the contract of sale shall not exceed the net price of the Goods under which the circumstances underpin the Vendor's liability basis.
- 5.11. Provisions of points 5.3. – 5.7. and 5.9. do not concern Consumers to whom the Vendor's liability for defected Goods is based on the principles specified in the Civil Code. It is recommended for the Consumer to use the RMA claim form, however the Consumer may make a complaint in any different way.

6. E-services

- 6.1. The Vendor provides the following services for the Customer:
 - a) Order form,
 - b) Contact form,
 - c) Account,
 - d) Register form,
 - e) RMA complaint form,
 - f) Newsletter,
 - g) Newsletter form.
- 6.2. The abovementioned services are available 7 days a week 24 hours a day.
- 6.3. The Vendor reserves the right to choose and amend the type, form, time and the way of granting access to the abovementioned services. The Vendor shall inform about changes in a way adequate for the Rules and Regulations amendments.
- 6.4. The contact form serves sending a message to the Vendor by means of the contact form on the Store's website.
- 6.5. The order form serves ordering the Goods by means of the order form on the Store's website.
- 6.6. Both browsing the Store's assortment and ordering do not require opening an individual Customer account (referred to as the "Account").
- 6.7. The Customer may choose to open the Account. Opening the Account in the Store is free of charge. In order to open the Account the Customer must complete a register form available on the Store's website and send it to the Vendor by choosing appropriate option in the register form. The Customer sets an individual password during the registration.
- 6.8. After sending completed register form the Customer immediately receives the Account registration confirmation on e-mail address given in the register form. Effective as of this moment the contract on providing an e-account service is concluded and the Customer gains the access to the Account and possibility of making changes to the data given while registering.
- 6.9. Distributing of newsletter serves communicating to the Customer any retail, commercial and marketing information connected to the Vendor's business activity. In order to subscribe to the newsletter the Customer must complete the newsletter form (e-mail address) and activate through pressing the button next to the form. Upon activating the contract for indefinite time is

signed between the Vendor and the Customer covering the newsletter service. The Customer may change the e-mail address for the newsletter anytime or resign from the newsletter subscription by sending the request for resignation or e-mail address changing.

- 6.10. The e-services contract, except of the Account and newsletter service, is concluded when the Customer starts using the services, and terminates when the Customer stops using the services. The Customer may cancel the Account anytime, without giving a reason, free of charge by sending a request to the Vendor via e-mail or to the address given in p.1.1.
- 6.11. It is forbidden to deliver or distribute unlawful content in the Store or by its means by the Customer.
- 6.12. The customer is obliged to cease from any actions preventing other Customers from using the Store or actions that interfere or make the Store or e-services work inappropriately.
- 6.13. The Customer shall use the available e-services only pursuant to the generally applicable law or good manners.

7. Privacy protection policy

- 7.1. The Vendor is the Store's personal data administrator.
- 7.2. Placing an order and e-services usage by the Customer requires the specific personal data submission.
- 7.3. The abovementioned (p.7.2.) personal data processing by the Vendor are used in order to fulfil the order properly, to deliver Goods correctly and perform e-services properly. The Vendor is also authorized to use these data for the direct marketing of own products and services.
- 7.4. The Customer may also express a separate consent to have their personal data processed for purposes other than indicated in p.7.3. or make it available to the third parties. Such consent does not influence possibility of concluding the contract with the Vendor. Such consent may be cancelled anytime by sending appropriate request to the Vendor. The request may be sent via e-mail or to the address given in p.1.1.
- 7.5. The Customer shall have the right of perusal of the Customer's personal data, as well as the right of revision and deletion thereof.
- 7.6. In case of the Customer who uses courier shipment as a delivery method, the Vendor makes the collected personal data available to the courier or to the other carrier handling with delivery on the Vendor's order.
- 7.7. In case of the Customer who uses e-payment or debit card payment, the Vendor makes the collected personal data available to the operator of the Store's e-payments.
- 7.8. Sharing of the data mentioned in p.7.6. and 7.7. is only used to proper order fulfilment as well as correct delivery of the Goods.

8. Final provisions

- 8.1. Pursuant to the art.38(3) of the consumer rights act dated 30 May 2014 (referred to as "The Consumer rights act"), the right to withdraw from a distance contract does not apply to the Customer being a consumer in respect to the contract to which the subject is a non-prefabricated unit manufactured to the consumer's specifications or made to their individual needs. Upon the mentioned regulation the Customer has no right to withdraw from the contract of sale (the Vendor sells only the personalized manufactured Goods for the Customer).
- 8.2. In order to place an order and use e-services in the Store it is necessary to accept these Rules and Regulations. Acceptance is voluntary, however lack of acceptance makes it impossible to use the Store and the Vendor's e-services.
- 8.3. The Customer being the Consumer has the opportunity to use non-judicial means to handle complaints and claims. Detailed information about the Customer's being the Consumer ability to

use non-judicial means to handle complaints and claims and access to these procedures are available in the headquarters and on websites of district (municipal) consumer ombudsman, social organization whose statutory duties include consumers' protection, Provincial Inspectorate of Trade Inspection and on websites of Office for Competition and Consumer Protection (www.uokik.gov.pl). The Customer may use the online settlement of dispute platform (ODR) available in <http://ec.europa.eu/consumers/odr/>

- 8.4. For matters not regulated in these Rules and Regulations, the Polish regulations shall apply, in particular the Polish Civil Code of 23 April 1964 and the provisions of the Law of the Provision of Services by Electronic Means of 18 July 2002 (Dz.U. of 2016 item 1030, as later amended), and the Consumer rights act.
- 8.5. All disputes arising from contracts concluded according to these Rules and Regulations with the Customer not being the Consumer shall be settled by a common court competent for the Vendor's registered office.
- 8.6. The Vendor reserves the right to amend these Rules and Regulations, and such amendments shall become effective 14 days upon publication thereof. The version of the Rules and Regulations that was valid at the time of order placement by the Customer shall apply to the contracts of sale concluded before amendments.
- 8.7. The contracts of sale through the Store are concluded in Polish and English language (for non-Republic of Poland's residents).
- 8.8. Vienna Convention on the International Sale of Goods dated 1981 does not apply in terms of contracts of sale through the Store.
- 8.9. The Rules and Regulations shall apply since 1st of December 2017.