

Placing an order shall be understood as the approval of the provisions of these Regulations.

These Regulations set forth the principles of selling products offered by the online store www.mlekoliving.com, owned by Mleko Living Michał Załuski, with its registered office at ul. Krótka 6, 32-031 Mogilany, registered in Central Register and Information on Economic Activity (CEIDG) with tax identification number NIP 6772268154 and REGON 365999386, also known as "Service Provider".

Contact with the Service Provider is possible through e-mail: info@mlekoliving.com or by phone: 0048 667 654 226.

ARTICLE 1 GLOSSARY

1. Store/Website – online store conducted by Service Provider available at www.mlekoliving.com through which Service Provider provides services within the meaning of these Regulations.
2. Regulations – these Regulations of online store www.mlekoliving.com
3. Service – mail order sale of goods interior equipment carried out on the territory of the Republic of Poland and abroad of the Republic of Poland, executed after the ordering by the Ordering Party.
4. Ordering Party – a unit which has full legal capacity, uses the Services provided by the Service Provider and is authorised to receive the ordered products.
5. Agreement – agreement for sales concluded between the Service Provider and the Ordering Party, pursuant to which the Service Provider shall be obliged to provide the Service, whereas the Ordering Party shall be obliged to receive the product and pay the price.
6. Supplier – specialised unit handling deliveries of courier mail.

ARTICLE 2 GENERAL PROVISIONS

1. The Service Provider shall communicate with the Ordering Party by e-mail or telephone. The contact data of the Service Provider are specified in Article 1 of the Regulations. The cost of telephone call is in accordance with the tariff of the service provider used by the Ordering Party for telecommunication services.

2. The Ordering Party shall use the Services of the Service Provider through the online store www.mlekoliving.com
3. Each product offered in the Store is brand new and has the manufacturer warranty.
4. The Service Provider shall be obliged to provide products free of defects.
5. Each price specified for a product is gross, i.e. it includes 23% VAT tax.
6. The prices are shown without the shipping costs, which are calculated during checkout.
7. Product prices cannot be modified after placing an order.
8. The Service Provider shall have the right to change prices of products offered in the Store only prior to placing an order by the Ordering Party.
9. The Service Provider shall have the right to expand the offer of the Store by adding new products.
10. The Service Provider shall have the right to introduce price discounts and special offers. Certain special offers are introduced by means of discount codes, which are made available on the Website by the Service Provider in each such case, are subject Article 2, Section 11.
11. During the period of special offer or reduced price sales, the amount of products, as well as duration of special offer or price reduction are limited, and orders are executed in the order they are received. Special offer or price reduction shall finish when the stocks are exhausted, or at the moment specified by the Service Provider.
12. When placing an order, the Ordering Party shall conclude an Agreement with the Service Provider.
13. The Service Provider shall issue a purchase confirmation confirming the conclusion of the Agreement for every order. Purchase confirmation is each time attached and sent together with the ordered product. Upon the request of the Ordering Party, the Service Provider shall issue a VAT invoice, which shall also be sent via email.
14. The Service Provider applies the existing code of good practices in his activity, in accordance with the Act of 23 August 2007 on Combating Unfair Commercial Practices.

ARTICLE 3 ORDER PLACEMENT

The Ordering Party shall place an order through the Store on the website www.mlekoliving.com

2. In order to place an order, the Ordering Party shall press the button „CHECKOUT” after selecting the product.

3. After pressing the button „CHECKOUT”, the Ordering Party shall be obliged to provide the following data:

Name, Surname, e-mail address, Contact phone no, Street, Building no, Postal code, City, State, Country. Optionally: Company name, Tax identification number.

4. By providing the personal data and continuing the transaction The Ordering Party declares that all the provided data are true.

5. If the VAT receipt is requested, The Ordering Party shall provide the Service Provider with valid Company name and Tax identification number in the “Optional Information” section of the Checkout page.

6. If The Ordering Party is an entity registered as a EU VAT payer, it may request to perform an intra-Community transaction and be charged with zero-rate VAT. In such case, The Ordering Party shall contact the Service Provider prior placing an order.

7. In case when The Ordering Party's delivery address is placed outside the EU member states and USA, there is no possibility to proceed the payment via the Store. In such case The Ordering Party shall contact the Service Provider. The Service Provider will estimate the delivery cost and time for given location and contact The Ordering Party within 5 working days to finalise the transaction.

8. Excluding the situations specified in Article 3 Sections 6 & 7, The Ordering Party shall be informed of the delivery cost and time. Excluding the aforementioned exceptions, The Ordering Party shall, by pressing „Continue” button, proceed to choosing one of following payment methods: PayPal.

9. After choosing the payment system, The Ordering Party shall finalise the purchase by pressing the button „Continue with PayPal”.

10. The Service Provider shall reserve the right of additional verification of the order by e-mail or telephone, not later than within 3 working days after placing an order. At the same time, the Service Provider shall reserve the right not to execute an order in the case when the Ordering Party provided incomplete or untrue data, pursuant to Article 3 Section 3 of the Regulations. The Service Provider shall inform the Ordering Party about such case, if possible.

11. The Ordering Party shall be obliged to make the payment after pressing the button „Continue with PayPal”.

12. In the case referred to in Article 3 Section 10 Sentence 2 of the Regulations, the Service Provider shall return the paid funds within 7 days from the date of providing the information concerning the lack of possibility of execution of the order to the Ordering Party.

13. An order shall be accepted for executing upon receiving the confirmation of positive authorisation from the payment system by the Service Provider.

14. In the case when the Service Provider realises after placing an order by the Ordering Party that the ordered product is not available, the Service Provider shall inform the Ordering Party immediately by e-mail or telephone. In such case, the Ordering Party shall have the right to withdraw from the Agreement, and the funds transferred to the benefit of the Service Provider shall be returned within 7 days from the date of receiving the information about withdrawal from the Agreement by the Service Provider.

ARTICLE 4 PAYMENTS

The Ordering Party shall be obliged to pay for the ordered product upon placing the order.

2. The Ordering Party shall pay for the ordered product by bank transfer using the online payment platform – PayPal.

3. The price displayed when choosing the payment system shall be the final price including VAT and shipping costs, excluding the situations described in Article 3 Sections 6 & 7 of the Regulations.

ARTICLE 5 DELIVERY COSTS AND DATES

Each product has specific order processing time. Order processing time is specified in working days and calculated from the date of placing the order by the Ordering Party to the date of sending the ordered goods. In the case when the Ordering Party orders goods with different processing times, the longest processing time shall be binding for the Service Provider.

In the case when the processing time is not specified in the product's description, the product is available off-the-shelf and the order will be processed within 3 working days, excluding holidays.

ARTICLE 6 OBLIGATIONS OF THE ORDERING PARTY

The Ordering Party shall be obliged to check the status and content of shipment in the presence of the Supplier.

2. In the event of noticing the occurrence of transport damage, the Ordering Party shall perform the acts of diligence required by the provisions of the Act of 15 November 1984. – Transport Law (Uniform text: Journal of Laws 2012.1173) to maintain the liability of the Supplier, and in particular to cause protocol determination of the shipment status and circumstances of loss occurrence by the Supplier.

3. The Ordering Party shall be obliged to acknowledge collection of the delivery from the Supplier.

4. Upon the acknowledgement, the right of ownership to the goods, as well as any risk related to product ownership and use, in particular the risk of loss or damage, shall be transferred to the Ordering Party.

ARTICLE 7 COMPLAINT PROCEDURE

The rights and obligations of the Ordering Party (consumer) are determined by the Act of 30 May 2014 on Consumer Rights.

2. The Ordering Party shall have the right to submit a statement of withdrawal from the Agreement, using the form template included in Article 10 of the Regulations.

3. The Ordering Party may withdraw from the Agreement within 14 days, without stating the reason or incurring the costs.

4. The Ordering Party shall have the right to submit a complaint using the form template included in Article 10 of the Regulations.

5. In the case when the Ordering Party withdraws from the Agreement or submits a complaint, the proper address for executing a return or sending a complaint is as follows: Mleko Living, ul. Kapucyńska 3/13 31-113 Kraków, Poland. A complaint may also be submitted in electronic form or by e-mail. In the event of using the electronic form for submitting a complaint, the complaint should be sent to the address: info@mlekoliving.com

6. The period of withdrawal from the Agreement shall start upon receiving goods from the Supplier by the Ordering Party.

7. The Ordering Party may withdraw from the Agreement by submitting a statement of withdrawal from the Agreement to the Service Provider.

8. In order to observe the deadline referred to in Article 7 Section 3 of the Regulations, it shall be sufficient to send a statement prior to its expiry.

9. In the case of withdrawing from the Agreement pursuant to Article 7 of the Regulations, the Agreement shall be regarded as non-concluded.

10. The Service Provider shall return to the Ordering Party any payments made by the Ordering Party, including the costs of delivery of goods, within 14 days from receiving the statement of withdrawal from the Agreement.

11. The Service Provider shall return payments using the same manner of payment that has been used by the Ordering Party, unless the Ordering Party gave express consent for a different manner of payment, with no additional related costs for the Ordering Party.

12. If the Service Provider has not proposed to receive the goods from the Ordering Party himself, he may withhold the return of payments received from the Ordering Party until receiving the returned goods, or providing the evidence of the shipment of returned goods from the Ordering Party, depending on which event occurs earlier.

13. If the Ordering Party selected a different manner of delivery of goods than the cheapest common manner of delivery offered by the Service Provider, the Service Provider shall not be obliged to return the additional costs incurred by the Ordering Party.

14. The Ordering Party shall be obliged to return goods to the Service Provider immediately, however, not later than 14 days from the date of withdrawal from the Agreement and cover the costs of the shipping. In order to observe the deadline, goods shall be sent prior to its expiry. When returning goods, the Ordering Party shall be obliged to protect goods from destruction.

15. The Ordering Party shall be liable for reduction of value of goods, if they are used in a manner beyond necessary for confirming the character, features and functioning of goods.

16. The Ordering Party shall not have the right to withdraw from the Agreement pursuant to this Section, if the Ordering Party ordered goods which are non-prefabricated, manufactured in line with the specification of the Ordering Party or tailored to meet his individualised needs.

17. In the case of withdrawing from the agreement, the Ordering Party shall return the received VAT invoice together with the goods.

18. The Service Provider shall consider complaints immediately, not later than within 4 working days from the date of receiving the complaint.

19. Upon considering a complaint, the Service Provider shall inform the Ordering Party about his decision by e-mail or telephone.

20. The Service Provider shall replace damaged goods with products free of defects, whereas in the case when it is not possible, the Service Provider shall refund the incurred costs to the Ordering Party, or offer another product available in the offer of the Store.

ARTICLE 8 PRIVACY POLICY

1. General provisions

a. This online privacy policy of the online store is informative, which means that it is not a source of obligations for customers or customers of an online store.

b. The administrator of personal data collected via the online store is Mleko Living Michał Załuski, ul. Krótka 6, 32-031 Mogilany, NIP 6772268154, REGON 365999386. e-mail address:

info@mlekoliving.com - hereinafter referred to as the "Administrator" and who is also a service provider of an online store and a seller:

c. Personal data of the Service Recipient and the Customer are processed in accordance with applicable law, in particular in accordance with the General Data Protection Regulation No. 2016/679 ("GDPR")

d. The Administrator takes a special care to protect the interests of data subjects, in particular, it ensures that the data it collects is processed in accordance with the law; collected for specified, legitimate purposes and not subject to further processing incompatible with these purposes; factually correct and adequate in relation to the purposes for which they are processed and stored in a form allowing identification of persons they concern, no longer than it is necessary to achieve the purpose of processing.

2. Purpose and scope of data collection and data recipients

a. Each time the purpose, scope and recipients of data processed by the Administrator results from actions taken by the Customer or the Customer in the online store. For example, if the customer chooses a personal pick up instead of a courier delivery during ordering, his personal data will be processed in order to conclude and execute the sales contract, but they will no longer be made available to the carrier performing the shipment at the request of the Administrator.

b. Possible purposes of collecting personal data of the Customers by the Administrator:

- Conclusion and implementation of the sales contract or contract for the provision of electronic services (eg Account).
- Direct marketing of own administrator products or services.

c. Possible recipients of personal data of online store customers:

- In the case of a customer who uses the online delivery method of delivery by courier or postal delivery, the Administrator provides the Customer's personal data collected to a selected carrier or agent performing the shipment at the request of the Administrator.
- In the case of a Customer who uses the electronic payment method or payment card in the online store, the Administrator provides the Customer's collected personal data to the selected entity servicing the above payments in the online store.

d. The Administrator may process the following personal data of the Customers or Clients using the online store: name and surname; e-mail address; contact phone number; delivery address (street, house number, apartment number, zip code, city, country), address of residence / business address (if different from delivery address). In the case of Clients or Customers who are not private consumers, the Administrator may additionally process the company's name and the tax identification number (NIP) of the Recipient or Customer.

e. Providing personal data referred to in the point above may be necessary to conclude and execute a sales contract or contract for the provision of electronic services in an online store. Each time the scope of data required to conclude the contract is indicated previously on the website of the online store and in the regulations of the online store.

3. Cookies and operating data

a. The administrator may process data contained in cookie files when users use the online store for the following purposes:

- Identify service recipients as logged in to the online store and show that they are logged in;
- Memorising products added to the cart to place an order;
- Memorising data from completed order forms, surveys or login details to the online store;
- Customising the content of the online store website to individual preferences of the Customer (eg regarding colours, font size, page layout) and optimising the use of online store websites;
- Running anonymous statistics showing how to use the online store website.

b. By default, most web browsers available on the market accept cookies by default. Everyone has the opportunity to determine the terms of use of cookies using the settings of their own web browser.

c. Browser settings in the scope of cookies are important from the point of view of consent to the use of cookies by our online store - according to the law, such consent can also be expressed through the settings of the web browser. In the absence of such consent, the browser's settings in the field of cookies must be changed accordingly.

d. The administrator also processes the operating data related to the use of the online store (ip address, domain) to generate statistics helpful in the administration of the online store. These data are aggregate and anonymous, i.e. They do not contain features identifying visitors to the online store website. These data are not disclosed to third parties.

4. Basis for data processing

a. Providing personal data by the Service Recipient or Customer is voluntary, however failure to indicate the personal data necessary to conclude and execute the sales agreement or contract for the

provision of electronic services indicated on the website of the online store and the online store regulations does not allow the conclusion of the contract.

b. The basis for processing the personal data of the Customer or the Customer is the necessity to perform the contract to which he is a party or to take action on its request before its conclusion. In the case of data processing for the purpose of direct marketing of the Administrator's own products or services, the basis for such processing is (1) prior consent of the Customer or Client or (2) fulfilment of legally justified purposes carried out by the Administrator (in accordance with Article 23 paragraph 4 of the Act on Personal Data Protection legally justified purpose is in particular the direct marketing of the Administrator's own products or services).

5. The right to control, access to their data and correct them.

a. The Service Recipient or the Customer has the right to access their personal data and correct it.

b. Each person has the right to control the processing of data related to him, contained in the Administrator's data file, in particular the right to: demand supplementing, updating, rectifying personal data, temporary or permanent suspension of their processing or their removal.

c. In the event that the Service Recipient or Customer agrees to the processing of data for direct marketing of the Administrator's own products or services, the consent may be revoked at any time.

d. If the Administrator intends to process or process data of the Service Recipient or Customer for the purpose of direct marketing of the Administrator's own products or services, the data subject is also entitled to (1) submit a written, motivated request to cease processing of his data due to its particular situation or (2) object to the processing of its data.

e. In order to exercise the rights referred to above, you can contact the Administrator by sending a relevant message in writing or by e-mail to the Administrator's address indicated at the beginning of this privacy policy.

6. Final provisions

a. The online store may contain links to other websites. This privacy policy applies only to this online store.

b. The Administrator uses technical and organisational measures to ensure that personal data being processed is protected against hazards and categories of data protected, in particular, protects data against unauthorised access, being taken by an unauthorised person, processing in violation of applicable laws and changes, loss, damage or destruction.

c. The Administrator provides the following technical measures to prevent the unauthorised access and modification of personal data sent electronically:

- Securing the data set against unauthorised access.

ARTICLE 9 FINAL PROVISIONS

The Ordering Party hereby acknowledges that some of the offered products are executed manually, which prevents the possibility of executing an accurate duplicate of their appearance. The differences may concern colour, shape or pattern.

2. The Ordering Party shall be obliged to receive the ordered goods and settle amounts due for the ordered goods in accordance with the Regulations. The Ordering Party may refuse to accept the ordered goods only in the case of noticing damage when receiving the shipment.

3. All information, product photos and manufacturer trademarks are protected by copyrights. It is forbidden to copy, distribute, use for commercial purpose or present them without the approval of their owners.

4. The Regulations shall be effective upon their publication on the Store website.

5. The Service Provider shall reserve the right to introduce changes in the content of the Regulations. The Service Provider shall inform about any amendments to the Regulations through the Store website.

6. The Ordering Party shall have the right to inspect the content of the Regulations without any additional fees. The Regulations are placed on the Store website in the tab „Regulations”.

7. The publication of the Regulations in any other location than on the Website shall be approved in contacting the Service Provider.

8. The Ordering Party shall have the right to record the provisions of the Regulations by copying or printing the content of the Regulations at any time.

9. In the event of a lack of appropriate provisions of the Regulations to address a particular issue, the provisions of Polish law shall be applicable, including in particular the Act of 23 April 1964. Civil Code (Uniform text: Journal of Laws 2014.121), Act of 30 May 2014 on Consumer Rights.

10. In the case when a court or another relevant body decides that the Regulations are non-compliant with the Polish law or principles of social coexistence, the provisions of Polish law shall be applicable, including in particular the Act of 23 April 1964, instead of the non-compliant provision. Civil Code (Uniform text: Journal of Laws 2014.121), Act of 30 May 2014 on Consumer Rights. The provisions of the Regulations which have not been found to be non-compliant with the Polish law or principles of social coexistence shall remain effective and in force.

11. Any disputes arising in connection with the Regulations shall be settled amicably by the Parties, and in the event of a lack of amicable resolution, the court of competent jurisdiction in the place of residence or registered office of the Defendant shall be the relevant body for settling such dispute.