

TERMS AND CONDITIONS OF THE WEBSITE - WWW.MAKROPLAST.COM

I. GENERAL PROVISIONS

1. These Terms and Conditions set out the general terms and conditions, rules and manner of provision of Services by electronic means through the **www.makroplast.com** website (hereinafter referred to as the "**Website**" or "**Service**") by MAKRO-PLAST SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (limited liability company), with its registered office in Białystok, at ul. Kujawska 53/1, 15-548 Białystok, Poland, registered by the District Court in Białystok, XII Commercial Division of the National Court Register, under KRS No. 0000889574, Taxpayer Identification Number (NIP) 9662148485, National Official Register of Business Entities (REGON) number: 388444302, Product, Packaging and Waste Management Database Registry (BDO) 000526045, with the share capital of PLN 4 500 000,00, hereinafter referred to as the Service Provider.
2. The website is particularly of informative nature. As part of the Website, the Service Provider provides information on its business activities and services.
3. Contact with the Service Provider is made via:
 - a. e-mail address: makroplast@makroplast.com;
 - b. on telephone number: +48 (85) 74 37 133.
4. These Terms and Conditions are continuously available on the website www.privatemanufacturing.eu in such a way that they can be obtained, reproduced and recorded by printing or saving them on a medium at any time.
5. All rights to the Website, including author's economic rights, intellectual property rights to its name, its Internet domain of the Website, as well as to the forms and logos belong to the Service Provider, and they may be used only in a manner specified in and compliant with the Terms and Conditions.
6. The Service Provider informs that the use of services provided electronically may be associated with a risk on the part of each user of the Internet, consisting in the possible introduction of malware to the User's ICT system and data being obtained and modified by unauthorised persons. In order to avoid the aforementioned threats, the User should use appropriate technical means to minimise their occurrence, in particular anti-virus software and firewall.
7. The Service Provider has designated a single point of contact for contact with Users, the authorities of the European Union Member States, the European Union Commission and the European Board for Digital Services referred to in the Regulation DSA. Communication at the point is available via e-mail address indicated in point 3 above, in Polish and English.

II. DEFINITIONS

The terms used herein shall have the following meanings:

Civil Code - the Act of 23 April 1964 (Journal of Laws No. 16, item 93 as amended);

Consumer – a User who is a consumer within the meaning of Article 22[1] of the Civil Code;

Entrepreneur – a User who is an entrepreneur within the meaning of Article 43[1] of the Civil Code;

Terms and Conditions - this document;

Website/Service - the website available on the domain www.makroplast.com, owned and administered by the Service Provider, where Users can, in particular, browse the content of the Website;

Agreement – an agreement for the provision of Website Services, concluded between the User and the Service Provider, under the terms of these Terms and Conditions;

Services - services provided by the Service Provider to the Service Users electronically;

Consumer Rights Act - Act of 30 May 2014 on consumer rights (Journal of Laws 2014, No. 827);

Act on provision of services by electronic means - Act of 18 July 2002 on provision of services by electronic means (Journal of Laws No. 144, item 1204 as amended);

User - a natural person with full legal capacity, a natural person running a business, a legal person or an organisational unit without legal personality, who may use the Services available on the Website.

III. THE TERMS OF USING THE WEBSITE

1. The Service Provider on the Website enables Users to use the Services it provides and to view the information and content available on the Website.
2. The use of the Website may only take place according to the rules and within the scope indicated in the Terms and Conditions.
3. Minimum technical requirements to use the Website and Services:
 - a. device with Internet access;
 - b. access to electronic mail;
 - c. the latest version of the browser with Cookies and Java Script enabled;
 - d. software for reading PDF files.
4. Users are prohibited to use the Website or the Services in a manner that violates the law, good practices, personal rights of third parties or legitimate interests of the Service Provider.

IV. USER RIGHTS AND OBLIGATIONS

1. The user is obliged to:
 - a. use the Website in a manner consistent with the law, good practice and the provisions of these Terms and Conditions, with respect for the personal rights and intellectual property rights of third parties;

- b. not to use devices, software or methods that could interfere with the operation of the Website;
 - c. refrain from delivering unlawful content;
 - d. not to enter unrelated content on the Website, including, in particular, content of an advertising or marketing nature;
 - e. enter their data, including contact details, only in the areas designated and marked for this purpose on the Website.
2. The User may not carry out activities aimed at overloading the Service Provider's inboxes and other mailboxes, and in particular it is not permitted to send advertising messages.
3. The Consumer, within 14 days of concluding a Remote Agreement (including the Agreement for the provision of Services), may withdraw from it without giving reasons by submitting an appropriate declaration to the Service Provider. The User may formulate the declaration by themselves or use the declaration template available on the Website.
4. The Consumer's right of withdrawal is excluded, inter alia, in the case of an Agreement for the provision of services for which the Consumer is liable to pay the price, if the Service Provider has performed the service in full with the express and prior consent of the Consumer, who has been informed before the start of the performance that after the performance by the trader he will lose his right of withdrawal, and has acknowledged this.
5. The consumer's right of withdrawal is also excluded in other cases, which are indicated in Article 38 of the Consumer Rights Act.

V. SERVICES

1. The provision of the Services is subject to the terms and conditions set out in this document.
2. The services provided by the Service Provider to the Users are free of charge, according to the information presented on the Website, and are provided under the conditions indicated in these T&Cs.
3. The pages of the Website present information and other content in line with the themes and characteristics of the Website. Each User of the Website may view the content presented on the Website free of charge.
4. An agreement for the provision of Service consisting in browsing the information published on the Website is concluded for a fixed period and terminates when the User closes the Website.
5. In the event that the User violates the provisions of these Terms and Conditions, the Service Provider, after a prior ineffective call to cease or remove the violations, setting an appropriate deadline, may terminate the Agreement for the provision of the Services with 14 days' notice.

VI. COMPLAINTS CONCERNING THE PROVISION OF SERVICES BY ELECTRONIC MEANS

1. The User may submit complaints to the Service Provider in connection with the functioning of the Site and the use of the Services. Complaints may be submitted in writing to the following address: MAKRO-PLAST SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, ul. Kujawska 53/1, 15-548 Białystok, Poland, at e-mail address: makroplast@makroplast.com, telephone number +48 (85) 7437133.
2. In the complaint, the User shall indicate their full name, address for correspondence, type and description of the problem.
3. The Service Provider undertakes to deal with each complaint within 14 days of receipt. In the event of any deficiencies of the complaint, the Service Provider shall request the User to remedy them within 7 days from the date of receipt of the request by the User.

VII. OUT-OF-COURT COMPLAINT HANDLING AND REDRESS

1. The user who is a Consumer has, among other things, the following options for out-of-court complaint and redress procedures:
 - a. he/she shall be entitled to apply to the permanent amicable consumer court operating at the Trade Inspection for the settlement of a dispute arising from the concluded Service Agreement;
 - b. he/she shall be entitled to apply to the provincial inspector of the Commercial Inspection to initiate mediation proceedings for an amicable settlement of the dispute between the User and the Service Provider;
 - c. he/she may obtain free assistance in resolving any dispute between the User and the Service Provider, also using the free assistance of district (city) consumer ombudsman or social organization, whose statutory tasks include protection of consumers (e.g. Consumer Federation, Polish Consumers Association). Advice is being provided by the Consumer Federation via free consumer helpline 800 007 707 and by the Association of Polish Consumers under email address: porady@dlakonsumentow.pl;
 - d. the right to submit a complaint via the EU Internet Platform ODR, available at: <http://ec.europa.eu/consumers/odr/>.
2. Information on how to access the aforementioned dispute resolution procedure and procedures can be found at the following address: www.uokik.gov.pl under "Consumer Dispute Resolution".

VIII. PROTECTION OF PERSONAL DATA

The personal data provided by Users may be collected and processed by the Service Provider in accordance with applicable law and in accordance with the Privacy Policy, available on the Website.

IX. FINAL PROVISIONS

1. The sole source of the Service Provider's obligations is these Terms and Conditions and mandatory legal provisions.
2. The provisions contained in these Terms and Conditions concerning the Consumer, on the subject of withdrawal from the Agreement and complaints, shall apply to a natural person concluding a Agreement directly related to his/her business activity, when it follows from the content of the Agreement that it does not have a professional character for that person, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.
3. The Terms and Conditions are available in Polish, English and Russian.
4. No part of these Terms and Conditions may be reproduced or published without written consent of the Service Provider.
5. Unless otherwise stipulated by mandatory provisions of law, the governing law for the resolution of all disputes arising under these Terms and Conditions shall be Polish law.
6. Settlement of potential disputes arising between the Service Provider and the User who is a Consumer or a natural person concluding a Agreement directly related to their business activity, if it results from the content of this Agreement that it is not of a professional nature for this person, resulting in particular from the subject of their business activity as disclosed in the Central Register and Information on Business Activity, shall be submitted to competent courts in accordance with the relevant provisions of the Code of Civil Procedure.
7. The settlement of any disputes arising between the Service Provider and the User, who is an Entrepreneur, with the exception of natural persons running a sole proprietorship, for whom the Agreement for the provision of Services by electronic means is directly related to their business activity, but is not of a professional nature, arising in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity, shall be submitted to the court having jurisdiction over the seat of the Service Provider.
8. Matters not covered by these Terms and Conditions shall be governed by the provisions of the Civil Code, the provisions of the Electronic Services Act, the provisions of the Consumer Rights Act and other relevant provisions of Polish law.

9. The content of these Terms and Conditions is subject to change. Any changes will be notified to each Customer who is an Entrepreneur through information published on the home page of the Website listing the changes and their effective date. The effective date of the changes shall not be less than 14 days from the date of their announcement.