

APPENDIX NO. 1 TO THE RULES AND REGULATIONS OF THE SITE

SALES AGREEMENT

1. Conclusion of the Sales Agreement – Order placement

- 1.1. By clicking the button “Place the order and pay” (or another equivalent button available on the Sales Channel), the Buyer places an Order with the Seller with respect to Products selected by the Buyer via the User Account. In the event the Buyer orders Products from different Sellers using the “cart” tool made available on the Site, this shall be construed to mean that the User places an Order with each of the Sellers, which Order covers the Products of the given Seller, each of the Orders shall lead to the conclusion of a separate Sales Agreement by and between the Buyer and each of the Sellers whose Products were ordered with the use of the “cart” tool.
- 1.2. An e-mail message received from the Buyer confirming the placement of the Order shall constitute a confirmation of receipt of the Order by the Seller; however, it shall not constitute the confirmation of acceptance of the Order by the Seller.
- 1.3. The Order shall be deemed accepted as at the moment the Buyer receives confirmation on Order acceptance via electronic mail and at this time the Sales Agreement shall be concluded.
- 1.4. The Buyer shall be entitled to cancel the Order until it has been accepted by the Seller. A cancelled Order shall be deemed not have been placed in the first place and bears no legal consequences. After acceptance of the Order by the Seller, the Buyer shall be entitled to withdraw from the Sales Agreement on the terms set out in Section 7.
- 1.5. In order to cancel an Order with the observance of Section 1.4, the Buyer ought to send an e-mail message with a relevant request along with the number of the Order he or she wishes to cancel to the address: contact@shwrm.com.
- 1.6. In the event the cash on delivery option was not envisaged in the Sales Agreement and an advance payment is not remitted (within the meaning of Section 5.5) within 96 hours from the date the Order is placed, it shall be deemed cancelled (and in the event the Seller accepted the Order – the Sales Agreement shall be terminated); the Buyer may, however, at his or her discretion, place another Order.
- 1.7. Every time an Order placed lawfully and with the observance of this Section 1 is cancelled and the relevant Sales Agreement is terminated in line with Section 1.6, the Seller shall refund without delay all amounts remitted by the Buyer.
- 1.8. The Sales Agreement may only be concluded by the Seller after the conclusion by the same of the Seller Service Agreement and by the Buyer after the conclusion by the same of the User Service Agreement.

2. Parties to the Sales Agreement

The Seller and the Buyer shall be the parties to the Sales Agreement. The Administrator is not a party to the Sales Agreement;

3. Subject matter of the Sales Agreement

Pursuant to the Sales Agreement, the Seller shall transfer onto the Buyer the ownership of the Product and deliver it to the Buyer under the Sales Agreement, and the Buyer

shall pay in favour of the Seller the Total Price and Shipping Costs in line with the Sales Agreement and accept the Product.

4. Representations and obligations of the Seller

- 4.1. The Seller shall deliver to the Buyer a Product consistent with the information given by the Seller in the Sales Channel and conforming to any other arrangements made between the Seller and Buyer and one that is free of any defects.
- 4.2. The Seller shall ensure that the Product is dispatched to the Buyer within the time-limit provided by the former in the Sales Channel.
- 4.3. In the event the Seller is unable to perform the Sales Agreement for reasons attributable to the Seller, including, in particular, for the reason of Product unavailability, the Seller ought to notify the Buyer of the fact without delay with the use of the IT tools available on the Site and to refund the entire amount received from the Buyer, which does not preclude the possibility of pursuing claims on general terms.
- 4.4. The Seller represents that:
 - 4.4.1. The procedure of conclusion of a Sales Agreement consists in the actions listed in the Rules and Regulations, including in particular, such actions as referred to in Section 1;
 - 4.4.2. The confirmation of Order placement sent to the Buyer by the Administrator constitutes the conformation of receipt of the Order by the Seller, which is conducive to the Buyer being bound by the contents of the Order as from the time of confirmation receipt (which does not affect the right to cancel the Order);
 - 4.4.3. The wording of the Sales Agreement is recorded by the Administrator in the computer system via which the Site is run;
 - 4.4.4. The Buyer shall have access to the wording of the Sales Agreement via the Site – upon conclusion of the Agreement the Buyer ought to download it and record the wording of the Rules and Regulations as made available by the Administrator as a file in the .pdf format;
 - 4.4.5. In the event the Buyer finds that upon conclusion of the Sales Agreement the Buyer provided untrue or incorrect data, he or she ought to notify the Seller or Administrator of this fact without delay; in such case the Seller shall make the corrections, unless the Seller finds that there are doubts that need to be clarified (in such case the correction of the data shall be effected after the doubts are clarified);
 - 4.4.6. The Sales Agreement may be concluded in the language in which the Rules and Regulations accepted by the Buyer were drawn up, provided that the Seller provides information about the Product covered by the Sales Agreement in such language as part of the Service.

5. Payment of the price and costs

- 5.1. The Buyer shall pay the Total Price and the Shipping Costs in the amount indicated in the Sales Channel via which he or she has made the purchase of the Product. The total of the Total Price and the Shipping Costs shall be displayed to the Buyer before he or she placed the Order.

- 5.2. The Buyer shall be entitled, at his or her own discretion, to pay the Total Price and Shipping Costs as an advance payment (before the acceptance of the Order by the Seller) or upon delivery of the Product (cash on delivery).
- 5.3. The legal provisions pertaining to earnest payments shall apply to the advance payment referred to in Section 5.2. In the event the Sales Agreement is not concluded, the advance payment shall be refunded to the Buyer in the full amount.
- 5.4. The payment of the Total Price and the Shipping Costs shall be effected via one of the payment methods available on the Site. Some payment methods may envisage effecting payments via entities other than the parties to the Sales Agreement, the Administrator or the banks where their bank accounts are maintained. In order to effect the payment in such a way it may prove necessary for the Buyer to conclude a relevant agreement with the provider of such a payment service.
- 5.5. In the event a payment method other than cash on delivery is selected, the payment shall be remitted to the Administrator's bank account (which may also be the bank account of the entity that provides financial intermediation services in favour of the Administrator) indicated as part of the Service; the Buyer's obligation to pay the Total Price and the Shipping Costs is effected once the payment is credited to the account. The Seller shall represent that in such case the Administrator shall be authorised to accept the Total Price and the Shipping Costs.

6. Additional information pertaining to card payments

- 6.1. Some or all payments made by the Buyer in connection with the Sales Agreement may be effected by non-cash payment instruments (hereinafter referred to as "**Cards**").
- 6.2. In the event card payments are available as part of the Service, the Buyer ought to follow the instructions displayed on the screen, but please be advised that additional terms and conditions of effecting payments by Cards may be stipulated by the issuers of the same, and, in particular, that their issuers may impose various additional fees and that neither the Administrator nor the Seller have any influence on their existence or amount nor are they aware of them.
- 6.3. In the event the Buyer who makes a payment by Card is vested with the option to avail himself or herself of the charge back service or another service of similar nature, as a result of which the transfer agent servicing Card payments shall be required to refund to the Buyer the amount paid by the same, in such case under the agreement concluded by and between the Administrator and the transfer agent, the Administrator may be required to refund said amount to the transfer agent. In such case such the payment shall be deemed not effected (neither in favour of the Administrator nor the Seller) and the obligation to pay the Total Price and the Costs non-performed. The existence of such obligation and its characteristics (including, in particular, the amount) shall be determined depending on the reasons for which the Buyer availed himself or herself of the charge back service or another service of similar service (for instance, in the event the Buyer availed himself or herself of the charge back service for the reason of exercising his or her right to withdraw from the Sales Agreement, in such case the Sales Agreement shall be deemed not concluded, and the obligations pursuing therefrom as non-existent – the Parties shall only be required to refund the performances provided mutually; in such case the Buyer shall not be required to make the payment; however, if the Buyer availed himself or herself of the charge back service

groundlessly, i.e. in particular, when the Buyer had not withdrawn from the agreement and is not entitled to a claim consisting in the reduction of the price, in such case the Buyer shall be required to pay all amounts due under the Rules and Regulations).

7. Right to withdraw

- 7.1. The Buyer shall be entitled to withdraw from the Sales Agreement within 14 calendar days without giving any reason whatsoever (pursuant to the Act on Consumer Rights of 30 May 2014).
- 7.2. The time-limit for the withdrawal shall expire upon the lapse of 14 calendar days from the date when the Buyer comes into possession of the item or when a third party, other than the carrier, indicated by the Buyer comes into possession of the item. In the event under one Sales Agreement (concluded with one Seller) the Buyer purchases more than one Product and the Products are delivered separately, the said time-limit shall begin to run on the date when the Buyer comes into possession of the last of the Products or a third party, other than the carrier, indicated by the Buyer comes into possession of the last of the Products. For the avoidance of doubt, in the event a few Orders are placed at the same time which is conducive to the conclusion of separate Sales Agreements with different Sellers, the principles of computing the time-limit for the withdrawal from the agreement envisaged in this Section 7.2 shall apply to each of such individual Sales Agreements separately.
- 7.3. In order to exercise the right to withdraw from the Sales Agreement the Buyer shall notify the Seller of his or her decision to withdraw from the Sales Agreement by making an express statement (for instance via a letter sent by post or electronic mail). The Buyer shall also be entitled to withdraw from the Sales Agreement with the use of applicable IT tools available in the User Account; in such case the Buyer shall receive confirmation of receipt of the information on the withdrawal from the Agreement via the User Account. The Buyer may also use the specimen form of withdrawal from the Sales Agreement that constitutes an appendix to the Rules and Regulations, however this is not mandatory.
- 7.4. In order to withdraw from the Sales Agreement with the use of IT tools available in the User Account, the Buyer ought to:
 - 7.4.1. Select and check the Products ordered with respect to which the Buyer wishes to withdraw from the Sales Agreement and return them,
 - 7.4.2. Make a statement about the withdrawal from the Sales Agreement concluded at a distance by checking the relevant option;
 - 7.4.3. After the actions listed above are performed, the Buyer shall receive information about the Seller's address where the Product should be returned to; such information shall be sent also to the Buyer's e-mail address given upon conclusion of the Buyer Service Agreement.
- 7.5. To meet the time-limit for withdrawal from the agreement it is enough for the Buyer to send a notification of his or her decision to exercise the right to withdraw from the agreement before the end of the time-limit for the withdrawal from the agreement.
- 7.6. In the event of withdrawal from the Sales Agreement the Seller shall refund to the Buyer (where the refund may also be effected by the Administrator acting in the name of the Seller) all payments received from the Buyer, including the cost of delivery of the items

(except for additional costs resulting from the manner of delivery selected by the Buyer other than the cheapest delivery manner offered upon conclusion of the Sales Agreement) no later than within 14 calendar days from the date when the Seller was notified of the Buyer's decision to withdraw from the Sales Agreement, where the Seller shall be entitled to suspend the refund of the payments until the Product is received or until the Seller is provided with proof of Product dispatch, depending on which of the two events is sooner. In the event the Buyer withdrew from the Sales Agreement covering more than one Product with respect to only a part thereof (i.e. the Buyer did not withdraw from the Sales Agreement as regards all of the Products covered thereunder), instead of a refund for the delivery costs of all Products, the Buyer shall receive the difference between the delivery costs for all Products covered by the Sales Agreement incurred by the Buyer and the costs of their delivery in the event the Sales Agreement would cover only the Products with respect to which the Buyer did not withdraw from the Sales Agreement.

- 7.7. The refund of the payments shall be effected with the use of the same payment methods that were used by the Buyer in the original transaction unless the Buyer expressly agreed to another solution; in any case the Buyer shall not incur any fees in connection with such refund.
- 7.8. In no case shall the Seller pick the Product up directly from the Buyer. The Product ought to be sent back or handed over for delivery to the address given in the User Account without delay and in any case no later than within 14 calendar days from the date when the Buyer notifies the Seller of his or her withdrawal from the Sales Agreement. The time-limit shall be considered met in the event the Product is sent back before the lapse of 14 calendar days.
- 7.9. The Buyer shall incur the direct costs of returning the Product. The amount of these costs is estimated to be the maximum amount indicated in the User Account upon conclusion of the Sales Agreement.
- 7.10. The Buyer shall be liable only for the reduction in value of the Product resulting from the use of the Product other than the scope of use necessary to learn about the nature, characteristics and operation of the Product.
- 7.11. The right to withdraw from the agreement concluded at a distance shall not be vested in the Buyer with respect to agreements:
 - 7.11.1. For the provision of services, in the event the entrepreneur performed the service to the full extent with the consent of the Buyer who was notified before the performance was commenced that once the performance is effected by the entrepreneur, the Buyer shall lose the right to withdraw from the agreement;
 - 7.11.2. Where the price or remuneration depends on the fluctuations on the financial market over which the Seller has no control and which can occur within the time-limit for the withdrawal from the agreement;
 - 7.11.3. The subject matter of which is an item that had not been prefabricated, and was manufactured as per the specifics provided by the Buyer or aimed to serve the Buyer's individual needs;
 - 7.11.4. The subject matter of which is a fast moving good or an item with a short validity period;

- 7.11.5. The subject matter of which is an item delivered in sealed packaging which cannot be returned once opened for the reason of the protection of health or for hygienic reasons, in the event the packaging was opened once delivered;
- 7.11.6. The subject matter of which are items which, in view of their nature, upon delivery become inseparably connected to other items;
- 7.11.7. The subject matter of which are alcoholic beverages whose price was agreed upon conclusion of the sales agreement and the delivery of which can be effected only upon the lapse of 30 days and the value of which depends on the market fluctuations over which the Seller has no control;
- 7.11.8. In which the Buyer expressly requested that the Seller come to the Buyer to perform an urgent repair or maintenance; in the event the Seller additionally renders services other than those the repair of which the Buyer requested or the Seller delivers items other than spare parts necessary for the performance of the repair and maintenance, the right to withdraw from the agreement shall be vested in the Buyer with respect to additional services or items;
- 7.11.9. The subject matter of which are sound or visual recordings or computer software delivered in sealed packaging in the event the packaging was opened after delivery;
- 7.11.10. For the delivery of dailies, periodicals or magazines, except for subscription agreements;
- 7.11.11. Concluded in the course of a public auction;
- 7.11.12. For the provision of accommodation services for purposes other than residential, transportation of items, car hire, catering, leisure services, entertainment, sports or cultural events in the event the day or period when the service is rendered was indicated in the agreement;
- 7.11.13. For the provision of digital content which is not recorded on a material carrier in the event the performance began to be provided with the express consent of the Buyer before the lapse of the time-limit for the withdrawal from the agreement and after the Buyer was notified by the entrepreneur about the loss of the right to withdraw from the agreement.
- 7.12. The Buyer who withdrew from the Sales Agreement may, on the terms and conditions set out in separate rules and regulations, avail himself or herself of the option to have the return serviced by the Administrator (provided that such service is rendered by the Administrator).

8. Complaints and dispute resolution

- 8.1. The Buyer shall be entitled to file complaints pertaining to the performance of the Sales Agreement (including, in particular, to the defects of goods) via messages sent via electronic mail or traditional post to the Seller's address provided on the Site, where such message ought to be sent also to the Administrator to the e-mail address: contact@shwrm.com
- 8.2. In the event the Buyer wishes to exercise a right vested in the Buyer under mandatory provisions of law (such as the right to request the removal of defects, replacement of an item with a new one, a price reduction or withdrawal from the agreement in connection with a defect disclosed), the Buyer ought to include this information in the message referred to in Section 8.1 hereinabove. However, the absence of such indication does not preclude the possibility of exercising such right at a later date provided that the time-limits laid down by the law and the conditions justifying its exercising have been met.
- 8.3. The Seller shall also be liable for defects to the item sold under the terms and conditions set out in the mandatory provisions of law, including, in particular, the Civil Code. The parties to the Sales Agreement shall not extend the rights of the Buyer in this respect.
- 8.4. The Seller shall respond to a complaint as soon as possible, making endeavours for the response not to be sent later than within 10 days from the date of the receipt of the complaint.
- 8.5. In the event the Seller fails to accept the Buyer's standpoint expressed in the complaint, both the Seller and the Buyer shall be entitled to address the Administrator with a request to express the latter's opinion as to the legitimacy of the complaint. The Administrator's opinion shall not be binding on the parties to the Sales Agreement and in no way shall it preclude the possibility of asserting their rights in court.
- 8.6. The parties to the Sales Agreement, shall be entitled, at their own discretion, to use the online platform for out-of-court dispute resolution located at the following address: <https://webgate.ec.europa.eu/odr/main/> on the terms and conditions envisaged in the applicable provisions of law (including, in particular, the Regulation of the European Parliament and of the Council (EC) No. 524/2013 of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR). The Seller's e-mail address for the purposes of using this dispute resolution option is provided on the Site.

9. Governing provisions

To matters not regulated in the Sales Agreement, the Rules and Regulations of the Site and the applicable provisions of Polish law shall apply.