

**TERMS AND CONDITIONS**  
**of the online store operated by Ailant sp. z o.o. with its registered office in Bydgoszcz**

**§1**

**DEFINITIONS**

**Terms and Conditions** – this set of regulations governing the rules for using the Services of the Store by Customers

**Store** - an online trading platform belonging to the Seller, available at the domain [ailant.com.pl](http://ailant.com.pl), through which the Customer can purchase goods from the Seller

**Seller** - Ailant sp. z o.o. with its registered office in Bydgoszcz at ul. Łobżenicka 14/1, KRS 0000528684, NIP 9671361907, REGON 34163989600000, who, conducting business or professional activity, offers sales via its website.

**Customer** - a natural person (including a Consumer) who is at least 13 years of age (provided that they have obtained the consent of their legal representative), a legal person, and an organizational unit that is not a legal person, to which specific provisions grant legal capacity, which uses the services provided by the Store.

**Consumer** – a natural person concluding a Contract through the Store, not directly related to their business or professional activity.

**Entrepreneur with consumer rights** - a natural person concluding a civil law contract through the Store, directly related to their business activity, when the content of the contract indicates that it is not of a professional nature for that person, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity. In the absence of a distinction between the two groups of entities, for the purposes of these Terms and Conditions, it is assumed that the Terms and Conditions apply to both Consumers and Entrepreneurs with consumer rights.

**Goods** - movable items traded between the Store and the Customer, the terms and conditions of sale of which are specified in the Order Form posted on the Seller's website.

**Product** – any goods or services, including real estate, digital services and digital content, as well as rights and obligations.

**Shopping Cart** – an element of the store where the Goods selected by the Customer are visible and where the Customer can verify, determine, and modify the Order details, including the quantity of products purchased.

**Order Form** – a service available on the Store's website, with the help of which the Customer can make a purchase by adding Goods to the Shopping Cart and specifying certain terms of the Sales Agreement, such as the method of payment and delivery.

**Contract** - a distance contract for the sale of Goods, concluded by the Customer via the Store using the Order Form available on the Store's.

**Online Trading Platform**- a service using software, including a website, part of a website, or an application, operated by or on behalf of an entrepreneur, which enables Consumers to conclude distance contracts with other entrepreneurs or natural persons who are not entrepreneurs to conclude distance contracts with other natural persons who are not entrepreneurs.

**Online Trading Platform Provider** - an entrepreneur who operates an online trading platform, provides entities with an online trading platform, or enables the use of such a platform. In the case of a Store operating outside of the ailant.com.pl website, this platform is Amazon, Etsy, or Allegro.

## §2

### GENERAL PROVISIONS

1. The online store is operated via the website ailant.com.pl by Ailant sp. z o.o. with its registered office in Bydgoszcz at ul. Łobżenicka 14/1, KRS 0000528684, NIP 9671361907, REGON 34163989600000
2. With regard to services provided electronically, these terms and conditions are the terms and conditions referred to in Article 9 of the Act of July 18, 2002 on the provision of electronic services (Journal of Laws of 2024, item 1513, as amended).
3. These Terms and Conditions set out the rules for making purchases in the online store operated by AILANT SP. Z O.O. via its website, in particular, they set out the procedure and rules for concluding distance sales contracts via Ailant Sp. z o.o., the complaint procedure, and the procedure for the Consumer to withdraw from the contract.
4. The Terms and Conditions are addressed to all customers of the store.
5. All customers are required to read the provisions of the Terms and Conditions before making a purchase.
6. Sales are made on the basis of the version of the Terms and Conditions in force at the time of placing the order.
7. Each customer is obliged to comply with the provisions of the Terms and Conditions.
8. Each customer has the opportunity to read the store's Terms and Conditions at any time; the Terms and Conditions are posted on the website ailant.com.pl The customer may download and print the Terms and Conditions at any time.
9. Any information contained in the offer posted on the seller's website ailant.com.pl relating to the product (including prices) does not constitute an offer within the meaning of Article 66 of the Act of April 23, 1964, Civil Code (Journal of Laws of 2024, item 1061, as amended), but constitute an invitation to conclude a contract within the meaning of Article 71 of the Act of April 23, 1964, Civil Code (Journal of Laws of 2024, item 1061, as amended).
10. By sending the Order Form on the website ailant.com.pl the Customer makes an offer to purchase and deliver the indicated goods, on the terms and at the price indicated in the description.

## §3

## ACCEPTANCE AND EXECUTION OF ORDERS

1. The condition for using the Store is to read and accept these Terms and Conditions.
2. By placing an order, the Customer accepts the content of the Terms and Conditions.
3. The price given for the Product is its gross price, i.e. it includes VAT (if applicable), but does not include delivery costs referred to in §4 below.
4. The cost of delivery is not included in the price because it depends on the method of delivery of the Product chosen by the Customer.
5. If the Consumer is required to pay more than the agreed price described in the previous paragraph, the Store will immediately inform the Consumer of this fact, explaining the reason for the price difference. The Consumer will only be charged additional costs after obtaining the Consumer's express consent.
6. The Seller reserves the right to change the prices of products in the Store, introduce new Products for sale, conduct and cancel promotional campaigns, or introduce changes to them, in accordance with applicable law.
7. In the event of a promotion, the Store shall inform Customers of the lowest price of the Product in the last 30 days. If the Product has been on sale for less than 30 days, the price before the promotion shall be the lowest price since the Product was introduced to the Store. This information shall be displayed next to the promotional price of the Product.
8. Orders from Customers are accepted via the Order Form sent via the website: [ailant.com.pl](http://ailant.com.pl) 7 days a week, 24 hours a day.
9. An order for a Product via the website is placed by selecting the Goods in which the Customer is interested, clicking the "ADD TO CART" button located next to the Product description, and then, from the "BASKET" level, located in the Store tab, filling in the Order Form, including the selection of the delivery and payment method or the selection of the cash on delivery option, if available for the selected Product, and then clicking on the purchase confirmation.
10. After placing an order, the Customer receives confirmation of the order to their email address provided in the Form.
11. Entrepreneurs with consumer rights should indicate, at the time of placing an order for Products, that the purchase is not of a professional nature.
12. After placing an order, the Customer receives confirmation of the order to the email address provided in the Order Form.
13. After the Customer receives confirmation of acceptance of the offer, the Seller begins the order fulfillment process, whereby:
  - a) in the case of an order paid on delivery - begins no later than the next business day after its confirmation by the Seller.

b) in the case of an order paid by traditional bank transfer - it begins after the payment for the order has been credited to the Store's bank account.

14. Orders placed in the Store are processed during the Store's business hours (on business days, Monday through Friday, from 9 a.m. to 5 p.m.). Orders placed on business days after 5 p.m., on Saturdays, Sundays, or holidays will be processed on the next business day.
15. The Customer will receive a message confirming that the order has been accepted for processing, which is understood as the Seller's declaration of acceptance of the offer. Upon receipt of this message by the Customer, the Sales Agreement is concluded.
16. A VAT receipt is issued for each order. At the Customer's request, a VAT invoice will also be issued and sent to the Customer (Article 106b(3) of the Act of March 11, 2004, on goods and services tax, *i.e.*, *Journal of Laws of 2023, item 1570*, as amended).
16. The available means of communication between the Customer and the Store are:
  - a) E-mail - [ailant.polska@gmail.com](mailto:ailant.polska@gmail.com)
  - b) Phone - +48 886397740
  - c) Address for withdrawal from the Agreement: ul. Łobżenicka 14/1, 85-420 Bydgoszcz, Poland

#### **§4**

### **DELIVERY AND TRANSPORT COSTS**

1. Orders placed in the Store are shipped via:

- DPD Poland:

- Parcel locker

- Courier

- Austrian Post

2. The waiting time for a shipment is usually: 2-5 business days for domestic shipments within Poland, 3-10 business days for shipments within the European Union and 10-20 business days for shipments outside the European Union . The waiting time consists of the order processing time , *i.e.* completing the Products ordered , and the estimated delivery time, which is from 24 hours in the case of Poland.

3. The Seller is not liable for delays resulting from the fault of the carrier.

4. The cost of order delivery is determined individually depending on:

- type of products ordered,
- their quantity, dimensions and weight,
- country of delivery,
- selected delivery method.

The total delivery cost of the order is always visible to the Customer in the shopping cart and when placing the order, before its final confirmation.

5. Upon receipt of a parcel delivered by a courier, the Customer is obligated to carefully inspect the contents and completeness of the parcel, the condition of the external packaging, and the condition of the ordered Product in the courier's presence . In the event of damage to the parcel, the Customer should complete a damage report with the courier, in two identical copies signed by the Customer and the courier.

## **§5**

### **PAYMENT**

1. The following payment methods are available in the Store:
  - online payments;
  - bank transfer;
2. Detailed rules and conditions for making payments through banks or other available services are specified in the regulations of individual banks and services.
3. Customers who choose to pay by bank transfer are required to pay for their order within five business days of placing the order. Otherwise, the Seller's offer is not binding, and the order will be deleted from the system. Please provide only the order number in the payment reference.
4. The payment operator is PayPro SA (i.e. Przelewy24), which is the entity that processes cards.
5. The entity providing online payment services for card payments is PayPro SA

## **§6**

### **ORDER PROCESSING TIME**

1. Order processing time is counted from the moment of obtaining positive payment authorization.
2. If the customer chooses payment by bank transfer or payment card – from the date of crediting the Seller's bank account.

3. The order processing time (preparation and handing over the parcel to the courier) is:
  - a) Poland:  
up to 2 business days from the moment the order is processed.
  - b) European Union countries (except Poland):  
up to 2 business days from the moment the order is processed.
  - c) Countries outside the European Union:  
up to 2 business days from the moment the order is processed.
4. The above processing time should include the delivery time carried out by the carrier, which depends on the chosen delivery method and the country of delivery.
5. In the case of products with individual properties, made to order or temporarily unavailable, the delivery time may be extended, of which the Customer will be immediately informed by email.
6. In the event of circumstances beyond the Seller's control (e.g. carrier delays, customs clearance, force majeure), the delivery date may change.

## §7

### COMPLAINTS

1. The Seller shall be liable for any non-compliance of the Product with the Agreement. The provisions of the Act of April 23, 1964 Civil Code (i.e. *Journal of Laws of 2023, item 1610, as amended*) concerning warranty for defects shall not apply to contracts obliging the transfer of ownership of the Goods to the Consumer, including in particular sales contracts, delivery contracts, and contracts for specific work being the Goods.
2. The Seller shall be liable for any lack of conformity of the Product with the Contract which exists at the time of delivery and is revealed within two (2) years from that time, unless the shelf life of the Product, as specified by the Seller, its legal predecessors or persons acting on their behalf, is longer. It is presumed that any lack of conformity of the Product with the Contract which becomes apparent within two (2) years of delivery of the Product existed at the time of delivery, unless proven otherwise or unless this presumption is incompatible with the nature of the Product or the nature of the lack of conformity of the Product with the Contract.
3. The seller will consider the complaint within 14 calendar days of receiving it.
4. If the Product is not in conformity with the Contract, the Consumer may request its repair or replacement. The Seller may replace the Product when the Consumer requests repair, or the Seller may repair the Product when the Consumer requests replacement, if bringing the Product into conformity with the Agreement in the manner chosen by the Consumer is

impossible or would involve excessive costs for the Seller. If repair and replacement are impossible or would involve excessive costs for the Seller, the Seller may refuse to bring the Product into conformity with the Contract.

5. The Seller shall repair or replace the Product within a reasonable time from the moment the Consumer informed them of the lack of conformity with the Contract, and without undue inconvenience to the Consumer, taking into account the specific nature of the Product and the purpose for which the Consumer purchased it. The costs of repair or replacement, including in particular the costs of postage, transport, labor, and materials, shall be borne by the Seller. For this purpose, the Consumer shall make the Product subject to repair or replacement available to the Seller. The Seller shall collect the Product from the Consumer at its own expense. If the Product was installed before the lack of conformity of the Product with the Agreement became apparent, the Seller shall dismantle the Product and reinstall it after repair or replacement, or have these activities performed at its own expense.

6. If the Product is not in conformity with the Contract, the Consumer may submit a statement on price reduction or withdrawal from the Contract when:

- a) the Seller has refused to bring the Product into conformity with the Contract;
- b) the Seller has not brought the Product into conformity with the Contract;
- c) the Product is still not in conformity with the Contract, even though the Seller has attempted to bring the Product into conformity with the Contract;
- d) the lack of conformity of the Product with the Contract is so significant that it justifies a price reduction or withdrawal from the Contract, without prior request for repair or replacement;
- e) it is clear from the Seller's statement or circumstances that the Seller will not bring the Product into conformity with the Agreement within a reasonable time or without undue inconvenience to the Consumer.

7. The reduced price must be in such proportion to the price resulting from the Agreement as the value of the Product not in conformity with the Agreement is to the value of the Product in conformity with the Agreement. The Seller shall refund the Consumer the amounts due as a result of exercising the right to reduce the price immediately, no later than within fourteen (14) days from the date of receipt of the Consumer's statement on the price reduction.

8. The Consumer may not withdraw from the Agreement if the non-compliance of the Product with the Agreement is insignificant. It is presumed that the non-compliance of the Product with the Agreement is significant.

9. In the event of withdrawal from the Agreement, the Consumer shall immediately return the Product to the Seller at the Seller's expense. The Seller shall refund the price to the Consumer immediately, no later than within fourteen (14) days from the date of receipt of the Product or proof of its return, using the same method of payment as used by the Consumer, unless the Consumer has expressly agreed to a different method of refund which does not involve any costs for them.

10. Complaints regarding Products may be submitted:

a) in writing, to the address of the Seller's registered office: ul. Łobżenicka 14/1, 85-420 Bydgoszcz, Poland

b) by e-mail to the following e-mail address: [ailant.polska@gmail.com](mailto:ailant.polska@gmail.com)

11. The complaint should include:

a) details of the person submitting the complaint (name and surname, mailing address, e-mail address, and contact telephone number);

b) the reason for the complaint and the content of the request;

c) the Order number appearing in the Order confirmation;

d) the original or a copy of the proof of purchase (e.g., receipt or invoice) may facilitate the complaint process, but is not necessary for filing a complaint

## §8

### RIGHT OF WITHDRAWAL

1. Pursuant to the Act of May 30, 2014, on consumer rights (i.e., *Journal of Laws of 2020, item 287*, as amended), the Consumer may withdraw from the Agreement concerning Products purchased in the Store without giving any reason by submitting a relevant written statement within fourteen (14) days from the date of delivery of the Goods (i.e., from the date of receipt of the Goods by the Consumer). This period shall be deemed to have been observed if the Consumer sends the statement before its expiry.

2. The Consumer may withdraw from the Agreement by submitting a statement of withdrawal from the Agreement to the Seller. A template of the statement is attached as Appendix 1 to these Terms and Conditions.

3. The statement of withdrawal from the Agreement should be sent to the following address: ul. Łobżenicka 14/1, 85-420 Bydgoszcz, Poland

4. The Consumer shall return the Goods to the Seller within fourteen (14) days from the date on which they withdrew from the Agreement. To meet the deadline, it is sufficient to send the Goods back before its expiry.

5. The Consumer shall only bear the direct costs of returning the Goods.

6. The Goods shall be returned to the Seller's address: ul. Łobżenicka 14/1, 85-420 Bydgoszcz

7. Within fourteen (14) days from the date of receipt of the statement of withdrawal from the Agreement, the Seller shall refund the Consumer all payments made by him, including the cost of delivery of the Goods, but the refund shall not be made until the Goods are returned or the Consumer provides proof of their return.

8. If the Consumer has chosen a method of delivery of the Goods other than the cheapest method of delivery offered by the Seller, the Seller shall not be obliged to reimburse the Consumer for the additional costs incurred by him.

9. The Seller shall refund the payment using the same method of payment as used by the Consumer.

10. The Consumer shall be liable for any reduction in the value of the Product resulting from its use in a manner exceeding that necessary to ascertain the nature, characteristics, and functioning of the Product.

11. The Consumer shall not have the right to withdraw from the Sales Agreement in relation to an Agreement:

a) where the subject of the service is non-prefabricated Goods, manufactured according to the Consumer's specifications or serving to satisfy his individual needs;

b) in which the subject of the service is Goods that spoil quickly or have a short shelf life;

c) in which the subject of the service are alcoholic beverages, the price of which was agreed upon at the conclusion of the Agreement, and which can only be delivered after 30 days and whose value depends on market fluctuations over which the Seller has no control;

d) where the subject of the service is Goods delivered in sealed packaging which, once opened, cannot be returned for health or hygiene reasons, if the packaging was opened after delivery;

e) where the subject of the service are Goods which, after delivery, due to their nature, are inseparably connected with other goods;

f) where the subject of the service are audio or visual recordings or computer programs delivered in sealed packaging, if the packaging was opened after delivery;

g) for the delivery of newspapers, periodicals, or magazines, with the exception of subscription agreements;

h) where the price or remuneration depends on fluctuations in the financial market over which the Seller has no control and which may occur before the expiry of the withdrawal period;

i) for the delivery of Goods with digital elements, digital services or digital content, not delivered on a tangible medium, for which the Consumer is obliged to pay the price, if the Seller has commenced performance with the express and prior consent of the Consumer, who was informed before the commencement of performance that once the Seller has performed, they will lose their right to withdraw from the Contract, and they have acknowledged this, and the Seller has provided them with confirmation;

j) concluded by way of a public auction;

k) for the provision of accommodation services, other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the Contract specifies the date or period of service provision;

l) in which the Consumer expressly requested that the Seller come to him to perform urgent repairs or maintenance; if the Seller provides additional services other than those requested by the Consumer or delivers goods other than spare parts necessary for repair or maintenance - the Consumer has the right to withdraw from the Agreement in relation to additional Services or Goods;

m) for the provision of services for which the Consumer is obliged to pay the price, in the event that the Consumer expressly requested the Seller to visit him in order to perform repairs, and the service has already been fully performed with the express and prior consent of the Consumer.

12. The right to withdraw from a distance contract is granted to Consumers and Entrepreneurs with consumer rights.

## **§9**

### **OUT-OF-COURT DISPUTE RESOLUTION**

1. If the complaint procedure does not bring the result expected by the Consumer, the Consumer may, among other things, use:

- Mediation conducted by the competent Provincial Inspectorate of Trade Inspection, to which a request for mediation should be submitted. As a rule, the proceedings are free of charge. A list of Inspectorates can be found at: [https://www.uokik.gov.pl/wazne\\_adresy.php#faq595](https://www.uokik.gov.pl/wazne_adresy.php#faq595).
- Assistance from the competent local permanent consumer arbitration court operating at the Provincial Inspectorate of Trade Inspection, to which a request for consideration of the case before the arbitration court should be submitted. As a rule, the proceedings are free of charge. A list of courts is available at: [https://www.uokik.gov.pl/wazne\\_adresy.php#faq596](https://www.uokik.gov.pl/wazne_adresy.php#faq596).
- Free assistance from the municipal or district consumer ombudsman.
- The ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.

2. This paragraph does not apply to Entrepreneurs with Consumer Rights.

## **§10**

### **PERSONAL DATA PROTECTION**

1. By placing an order, the Customer consents to the processing of their personal data for the purpose of order fulfillment and service by the Seller, who is also the personal data controller within the meaning of Article 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the

processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), OJ EU L 119, May 4, 2016, pp. 1–88.

2. The Seller is the controller of personal data provided by the Customer when using the Store.
3. Personal data stored in the Seller's database shall not be transferred to entities that are not involved in the performance of the Agreement.
4. Pursuant to Article 15 of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), OJ EU L 119, May 4, 2016, pp. 1–88, has the right to access their personal data and may request its correction or deletion. The Seller guarantees each Customer the right to control the personal data being processed.
5. Providing personal data is voluntary, however, failure to consent to the processing of personal data makes it impossible to complete the Customer's order.
6. Detailed information on personal data and privacy protection is provided in the "Privacy Policy" tab on the Store's website.

## **§11**

### **FINAL PROVISIONS**

1. The Terms and Conditions define the rules for concluding and performing the Contract for the sale of Products available on the Store's website.
2. The Sales Agreement is concluded between the Customer and the Seller.
3. The Terms and Conditions are available to all Customers in electronic form on the Store's website: [ailant.com.pl](http://ailant.com.pl)
4. In order to use the Store's Services, it is necessary to have devices that allow access to the Internet and a web browser that allows the display of web pages, as well as to provide an e-mail address that allows the sending of information regarding the execution of the order.
5. All persons, including Customers, are prohibited from posting illegal content on the Store's website.
6. In matters not covered by these Terms and Conditions, the relevant provisions of generally applicable law shall apply.
7. The Terms and Conditions do not exclude or limit any rights of the Customer who is a Consumer, which are granted to them under mandatory provisions of law. In the event of a conflict between the provisions of the Terms and Conditions and mandatory provisions of law granting rights to consumers, the provisions of law shall prevail.
8. The provisions of the Terms and Conditions that are less favorable to the Consumer than the provisions of the Act of May 30, 2014, on consumer rights (*i.e.*, *Journal of Laws of 2020, item 287, as amended*) are invalid, and the provisions of the Act shall apply in their place.

9. If any provision of these Terms and Conditions is or becomes invalid or ineffective, the validity of the remaining provisions shall remain unaffected. In such a case, the Parties shall replace the invalid or ineffective provision with another provision that reflects the intended economic purpose as closely as possible. This also applies to any gaps in the Terms and Conditions.

Appendix 1: Form for withdrawal from the Agreement by *the Consumer* and *the Entrepreneur* with consumer rights

City of \_\_\_\_\_, on: \_\_\_\_\_

Consumer/Entrepreneur with consumer rights:

First and last name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Tel: \_\_\_\_\_

Business:

Ailant sp. z o.o.

14/1 Łobżenicka Street

85-420 Bydgoszcz

Poland

**FORM FOR WITHDRAWAL FROM THE AGREEMENT BY THE CONSUMER  
OR ENTREPRENEUR WITH CONSUMER RIGHTS**

Hereby, acting pursuant to Article 27 of the Act of May 30, 2014 on consumer rights (i.e. *Journal of Laws of 2020, item 287, as amended*), which reads as follows:

**Article 27 of the Consumer Rights Act**

*A consumer who has concluded a distance or off-premises contract may withdraw from it within 14 days without giving any reason and without incurring any costs, except for the costs specified in Article 33, Article 34(2) and Article 35.*

I hereby inform you of my withdrawal from the contract concluded on \_\_\_\_\_,  
consisting of:

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In connection with the above, I kindly request a refund of the following amount resulting from the withdrawal from the contract: PLN/EUR \_\_\_\_\_ (in words: \_\_\_\_\_), to be transferred to the following bank account number: \_\_\_\_\_.

**Instruction:**

The Consumer, as well as the Entrepreneur with Consumer Rights, has the right to withdraw from the Agreement within 14 days, without giving any reason, and in the case of an Agreement concluded during an unannounced visit to the Consumer's place of residence or habitual abode or during a trip - within 30 days. The deadline for withdrawal from the Agreement expires after 14 days from the date of conclusion of the Agreement or on which the Consumer came into possession of the item/batch of items or part thereof, or on which a third party, other than the carrier and indicated by the Consumer, came into possession of the item/batch or part, and in the case of a Contract concluded during an unannounced visit to the Consumer's place of residence or habitual abode or a trip - after 30 days from the date of taking possession of the item/batch of items.

In order to exercise the right to withdraw from the Contract, the Consumer must inform the Seller, i.e. Aliant sp. z o.o., at the following address: Ul. Łobżenicka 14/1 85-420 Bydgoszcz, Poland or by e-mail: ailant.polska@gmail.com, of their decision to withdraw from the Agreement by means of an unequivocal statement sent by traditional mail or e-mail. The Consumer may use the model withdrawal form attached to these Terms and Conditions, which is not mandatory. The deadline is considered to have been met if the Consumer sent the information regarding the exercise of their right to withdraw from the Agreement before the deadline for withdrawal from the Agreement. The Consumer should return or deliver the Product to the Seller at the following address: ul. Adama Mickiewicza 3, 05-071 Sulejówek, Poland or Neubaugasse 95/9, 8020 Graz, Austria, immediately, and in any case no later than 14 days from the date on which they informed the Seller of their withdrawal from the Agreement. This deadline is considered to have been met if the Consumer has returned the Product to the Seller before the expiry of the 14-day period.

In the event of withdrawal from the Agreement, the Seller shall refund the Consumer all payments received from the Consumer, including the costs of delivery of the Product (except for additional costs resulting from the Consumer's choice of a delivery method other than the cheapest and most common delivery method offered by the Seller), immediately, and in any case no later than 14 days from the date on which the Seller was informed of the intention to exercise the right to withdraw from the Agreement. The Seller may withhold the refund until the Product is received or until the Consumer provides proof of its return, whichever occurs first. The Seller shall refund the payment using the same method of payment that was used by the Consumer in the original transaction, unless the Consumer has expressly agreed to a different solution - in any case, the Consumer shall not incur any fees in connection with this refund.

Appendix 1: Form for withdrawal from the Agreement by *the Consumer* and *the Entrepreneur with consumer rights*

City of \_\_\_\_\_, on: \_\_\_\_\_

Consumer/Entrepreneur with consumer rights:

First and last name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Tel:

Business:

Ailant sp. z o.o.

14/1 Łobżenicka Street

85-420 Bydgoszcz

Poland

**FORM FOR WITHDRAWAL FROM THE AGREEMENT BY THE  
CONSUMER OR ENTREPRENEUR WITH CONSUMER RIGHTS**

Hereby, acting pursuant to Article 27 of the Act of May 30, 2014 on consumer rights (i.e. *Journal of Laws of 2020, item 287, as amended*), which reads as follows:

**Article 27 of the Consumer Rights Act**

*A consumer who has concluded a distance or off-premises contract may withdraw from it within 14 days without giving any reason and without incurring any costs, except for the costs specified in Article 33, Article 34(2) and Article 35.*

I hereby inform you of my withdrawal from the contract concluded on \_\_\_\_\_, consisting of:

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In connection with the above, I kindly request a refund of the following amount resulting from the withdrawal from the contract: PLN/EUR \_\_\_\_\_ (in words: \_\_\_\_\_), to be transferred to the following bank account number: \_\_\_\_\_.

**Instruction:**

The Consumer, as well as the Entrepreneur with Consumer Rights, has the right to withdraw from the Agreement within 14 days, without giving any reason, and in the case of an Agreement concluded during an unannounced visit to the Consumer's place of residence or habitual abode or during a trip - within 30 days. The deadline for withdrawal from the Agreement expires after 14 days from the date of conclusion of the Agreement or on which the Consumer came into possession of the item/batch of items or part thereof, or on which a third party, other than the carrier and indicated by the Consumer, came into possession of the item/batch or part, and in the case of a Contract concluded during an unannounced visit to the Consumer's place of residence or habitual abode or a trip - after 30 days from the date of taking possession of the item/batch of items.

In order to exercise the right to withdraw from the Contract, the Consumer must inform the Seller, i.e. Aliant sp. z o.o., at the following address: Ul. Łobżenicka 14/1 85-420 Bydgoszcz, Poland or by e-mail: ailant.polska@gmail.com, of their decision to withdraw from the Agreement by means of an unequivocal statement sent by traditional

mail or e-mail. The Consumer may use the model withdrawal form attached to these Terms and Conditions, which is not mandatory. The deadline is considered to have been met if the Consumer sent the information regarding the exercise of their right to withdraw from the Agreement before the deadline for withdrawal from the Agreement. The Consumer should return or deliver the Product to the Seller at the following address: ul. Adama Mickiewicza 3, 05-071 Sulejówek, Poland or Neubaugasse 95/9, 8020 Graz, Austria, immediately, and in any case no later than 14 days from the date on which they informed the Seller of their withdrawal from the Agreement. This deadline is considered to have been met if the Consumer has returned the Product to the Seller before the expiry of the 14-day period.

In the event of withdrawal from the Agreement, the Seller shall refund the Consumer all payments received from the Consumer, including the costs of delivery of the Product (except for additional costs resulting from the Consumer's choice of a delivery method other than the cheapest and most common delivery method offered by the Seller), immediately, and in any case no later than 14 days from the date on which the Seller was informed of the intention to exercise the right to withdraw from the Agreement. The Seller may withhold the refund until the Product is received or until the Consumer provides proof of its return, whichever occurs first. The Seller shall refund the payment using the same method of payment that was used by the Consumer in the original transaction, unless the Consumer has expressly agreed to a different solution - in any case, the Consumer shall not incur any fees in connection with this refund.