

Before using the online store www.pretende.pl, Clients are required to read the Terms and Conditions of the online store.

TERMS AND CONDITIONS OF THE ONLINE STORE WWW.PRETENDE.PL

I. GENERAL PROVISIONS

1. The online store operating at www.pretende.pl is run by Tomasz Ciepliński, conducting business under the name Tomasz Ciepliński PRETENDE, NIP: 555-186-02-96, REGON: 22-06-47-257 (hereinafter referred to as "PRETENDE"), with the address: ul. Szczęśliwa 50, 80-176 Gdańsk, email: kontakt@pretende.pl.
2. The store www.pretende.pl operates under the rules specified in these **Terms and Conditions**
3. The Terms and Conditions define the types and scope of services provided electronically by the online store www.pretende.pl, the rules for providing these services, the terms of concluding and terminating contracts for the provision of electronic services and Sales Agreements, as well as the procedure for handling complaints.
4. Each Client who initiates the use of the Electronic Services provided by the store www.pretende.pl is required to comply with these Terms and Conditions.
5. A prerequisite for placing an Order in the Store is reading and accepting the Terms and Conditions during the ordering process.
6. The store www.pretende.pl sells Products at retail via the Internet within Poland, other European Union countries, and also outside the EU.
7. The Products offered in the Store are new, free from legal defects, and have been legally introduced to the Polish market.
8. In matters not regulated in these Terms and Conditions, the following laws apply:
 - a. The Act on Providing Electronic Services of July 18, 2002 (consolidated text: Journal of Laws of 2024, item 1513, as amended),
 - b. The Consumer Rights Act of May 30, 2014 (consolidated text: Journal of Laws of 2024, item 1796, as amended),
 - c. The Civil Code Act of April 23, 1964 (consolidated text: Journal of Laws of 2024, item 1061, as amended),
 - d. Other applicable provisions of Polish law.

II. DEFINITIONS

1. **BUSINESS DAY** – A day from Monday to Friday, excluding public holidays.
2. **REGISTRATION FORM** – A form available on www.pretende.pl, allowing the creation of an Account.
3. **ORDER FORM** – A form available on www.pretende.pl, allowing the placement of an Order.
4. **CONSUMER** – A natural person who enters into a legal transaction with a business entity that is not directly related to their business or professional activity.

5. **ENTREPRENEUR WITH CONSUMER RIGHTS** – A natural person making a purchase directly related to their business activity, but where the transaction is not of a professional nature, particularly in light of the registered business scope (CEIDG entry).
6. **CLIENT** – A natural person, legal entity, or an organizational unit without legal personality that has legal capacity under the law, intending to enter into or having entered into a Sales Agreement with the Seller, using an Electronic Service.
7. **ACCOUNT** – A collection of resources in the Service Provider's IT system, assigned to an individual name (login) and password, where Client data and information about placed Orders are stored.
8. **TERMS AND CONDITIONS** – These Terms and Conditions of the Store.
9. **STORE** – The online store operated by the Service Provider at www.pretende.pl.
10. **SELLER, SERVICE PROVIDER** – Tomasz Ciepliński PRETENDE, NIP: 555-186-02-96, REGON: 22-06-47-257, address: ul. Szczęśliwa 50, 80-176 Gdańsk.
11. **PRODUCT** – A movable item or service available in the Store, subject to a Sales Agreement between the Client and the Seller.
12. **SALES AGREEMENT** – A Sales Agreement concluded between the Client and the Seller via the Store.
13. **SERVICE RECIPIENT** – A natural person, legal entity, or an organizational unit without legal personality that has legal capacity under the law and uses an Electronic Service.
14. **ELECTRONIC SERVICE** – A service provided electronically by the Service Provider to the Service Recipient via the Store.
15. **ORDER** – A Client's declaration of intent constituting an offer to conclude a Sales Agreement for a Product with the Seller.
16. **NEWSLETTER** – An Electronic Service allowing the Service Recipient to subscribe to and receive free information from the Service Provider via email about Products available in the Store.

III. TYPES AND SCOPE OF ELECTRONIC SERVICES

1. The Service Provider enables Clients to use the following Electronic Services via the Store:
 - a. conclusion of Sales Agreements,
 - b. account management in the Store,
 - c. newsletter subscription.
2. The provision of Electronic Services to Clients in the Store is carried out in accordance with these Terms and Conditions.
3. The Service Provider reserves the right to display advertisements on the Store's website. These advertisements form an integral part of the Store and its content.

IV. TERMS OF PROVIDING AND CONCLUDING AGREEMENTS FOR ELECTRONIC SERVICES

1. The Electronic Services listed in Section III, point 1 of these Terms and Conditions are provided free of charge.
2. The duration of agreements for the provision of Electronic Services is as follows:
 - a. The agreement for maintaining an Account in the Store is concluded for an indefinite period.

- b. The agreement for placing an Order in the Store is concluded for a fixed term and terminates upon placing an Order or ceasing the order process.
 - c. The agreement for subscribing to the Newsletter is concluded for an indefinite period.
3. Technical requirements necessary for cooperation with the Service Provider's IT system:
 - a. A computer with Internet access,
 - b. Access to an email account,
 - c. A web browser,
 - d. Cookies and JavaScript enabled in the web browser.
 4. The Client is required to use the Store in accordance with applicable laws and ethical standards, respecting the personal rights and intellectual property of third parties.
 5. The Client is required to provide accurate data when using the Store.
 6. The Client is prohibited from submitting or providing unlawful content.

V. TERMS OF CONCLUDING SALES AGREEMENTS

1. The information provided on the Store's website does not constitute an offer within the meaning of applicable law. By placing an Order, the Client submits an offer to purchase a specified Product under the conditions specified in its description.
2. The Product price displayed on the Store's website is stated in Polish zloty (PLN). The Product price does not include delivery costs, which are determined according to Section VII, point 1 of these Terms and Conditions. For deliveries within Poland and other European Union countries, the Product price includes all components, including VAT. For deliveries outside the European Union, the Client may be obligated to pay customs duties or applicable taxes according to the laws of the destination country.
3. The Product price displayed on the Store's website is binding at the time the Client places the Order. This price will not change, regardless of any subsequent price modifications in the Store after the Order has been placed.
4. Registering an Account in the Store is not required to place an Order.
5. Orders may be placed:
 - a. Via the website, using the Order Form ([pretende.pl](#)), available 24/7,
 - b. Via email at kontakt@pretende.pl.
6. The Store processes Orders placed Monday to Friday during its business hours (9:00 AM to 4:00 PM). Orders placed after 2:00 PM on business days, as well as on Saturdays, Sundays, and public holidays, will be processed on the next Business Day.
7. Conclusion of the Sales Agreement:
 - a. To conclude a Sales Agreement, the Client must first place an Order using the available ordering methods.
 - b. After placing the Order, the Seller will immediately confirm its receipt and accept the Order, which legally binds the Client to their Order.
 - c. Confirmation of Order receipt and acceptance for processing is sent via email and includes:
 - 1) confirmation of all essential elements of the Order,
 - 2) a statement on the right of withdrawal,

- 3) instructions on the right of withdrawal,
 - 4) these Terms and Conditions.
 - d. the Sales Agreement between the Client and the Seller is concluded upon receipt of the email mentioned in point 7(c) above.
8. Each Sales Agreement will be confirmed with a proof of purchase (receipt), which will be attached to the shipment. Upon Client's request, made at the time of placing the Order, a VAT invoice will be issued.

VI. PAYMENT METHODS

1. The Seller provides the following payment methods:
 - a. traditional bank transfer to the Seller's account,
 - b. payment via electronic payment services.
2. For bank transfers, payments must be made to the following account number 61 2490 0005 0000 4500 2302 9214, Tomasz Ciepłiński PRETENDE, adres: ul. Szczęśliwa 50, 80-176 Gdańsk. Bank transfer title: „Order No.”
3. For electronic payment services, the Client must complete the payment before the Order is processed. Electronic payment services enable transactions via credit card or instant bank transfer from selected Polish banks. The Product will be shipped only after payment is received.
4. The Client must complete the payment for the Sales Agreement within 3 Business Days from the date of its conclusion unless otherwise specified in the Sales Agreement.

VII. DELIVERY COSTS, TIME, AND METHODS

1. Delivery costs for the Product are determined during the Order placement process and depend on the chosen delivery method.
2. Products purchased in the Store are shipped via courier service.
3. The delivery date of the Product consists of the time needed to assemble the Product and the time needed for the carrier to deliver the Product:
 - a. Product processing time, which is 18 Business Days,
 - b. Courier delivery time, which is within the timeframe declared by the courier, typically 1 to 3 Business Days (delivery is made only on Business Days, excluding Saturdays, Sundays, and public holidays).
4. If the Product is damaged or lost during transportation, Clients are encouraged to take necessary steps to establish the courier's liability, particularly by filing a damage report in accordance with applicable regulations.

VIII. TERMS OF TERMINATING AGREEMENTS FOR ELECTRONIC SERVICES

1. Termination of the agreement for Electronic Services:

- a. The agreement for the provision of Electronic Services of a continuous and indefinite nature (e.g., Account management) may be terminated.
 - b. The Service Recipient may terminate the agreement immediately and without providing a reason by sending a statement via email to kontakt@pretende.pl.
 - c. The Service Provider may terminate the agreement for Electronic Services of a continuous and indefinite nature if the Service Recipient violates the Terms and Conditions, particularly by providing illegal content. Termination may occur after an unsuccessful prior warning, with a specified deadline for compliance. In such cases, the agreement will be terminated 7 days after the termination notice is issued (termination period).
 - d. Termination results in the cessation of the legal relationship moving forward.
2. The Service Provider and the Service Recipient may terminate the agreement for Electronic Services at any time by mutual agreement.

IX. WARRANTY AND STATUTORY LIABILITY FOR DEFECTS

1. All Products offered in the Store are covered by a warranty provided by the Seller, who is also the manufacturer.
2. The warranty period for Products is 12 months, starting from the date the Product is delivered to the Client.
3. Under the warranty, the Seller is obligated to repair the Product.
4. The document entitling the Client to warranty protection is the proof of purchase: either a receipt or a VAT invoice.
5. The warranty covers only inherent defects in the Product. The warranty does not cover: Replacement or delivery of burned-out light bulbs, Replacement or repair of broken neon glass, Replacement or repair of LED and neon electronic power supplies, Replacement or repair of neon transformers.
6. For Sales Agreements concluded with Clients who are Consumers or Entrepreneurs with Consumer Rights, the provisions on statutory liability for defects (warranty) under Articles 556 et seq. of the Civil Code shall apply.
7. For Sales Agreements concluded with Clients who are Entrepreneurs without Consumer Rights, the provisions on statutory liability for defects (warranty) shall not apply (Article 558 § 1 of the Civil Code).

X. COMPLAINT PROCEDURE

1. Complaints under Statutory Warranty for Defects:
 - a. Notifications of defects related to the Product and the submission of an appropriate claim must be made Via email to kontakt@pretende.pl, or In writing to the Seller's address Tomasz Ciepliński PRETENDE, ul. Szczęśliwa 50, 80-176 Gdańsk.
 - b. The notification of defects should include as much information and details as possible regarding the subject of the complaint, particularly The type and date of occurrence of the defect, Contact details of the Client. It is recommended to provide photographic

documentation of the Product subject to complaint. The information provided will facilitate and speed up the complaint review process by the Seller.

- c. If necessary for the evaluation of physical defects, the Product must be delivered to the following address: Tomasz Ciepliński PRETENDE, ul. Szczęśliwa 50, 80-176 Gdańsk.
 - d. The Seller will respond to the Client's claim promptly, no later than 14 days from the date of receipt of the defect notification. The response to the complaint will be sent to the email address provided by the Client unless the Client requests a response through another specified method.
 - e. In the case of a complaint from a Consumer or an Entrepreneur with Consumer Rights, if the complaint is not processed within 14 days, it will be considered accepted.
 - f. For complaints submitted by a Consumer, the Seller will cover the costs of collection, delivery, and replacement of the Product with one free of defects.
2. Complaints under Warranty:
- a. In the event of defects in the Product, the Client is required – under penalty of losing warranty rights – to notify the Seller by email at kontakt@pretende.pl or in writing to the Seller's address: Tomasz Ciepliński PRETENDE, ul. Szczęśliwa 50, 80-176 Gdańsk, within no more than 3 days from the date of detecting the defect.
 - b. The defect notification should include as much information and details as possible regarding the complaint, in particular, the type and date of occurrence of the irregularity, as well as contact details. It is recommended to provide photographic documentation of the defective Product. The information provided will significantly facilitate and expedite the processing of the complaint by the Seller.
 - c. If necessary for assessing the physical defects of the Product, the Product must be delivered to the following address: Tomasz Ciepliński PRETENDE, ul. Szczęśliwa 50, 80-176 Gdańsk.
 - d. The Seller will respond to the Client's claim promptly, no later than within 14 days from the date of receipt of the defect notification. The response to the complaint will be sent to the email address provided by the Client unless the Client requests a response via another specified method.
 - e. In the case of a complaint from a Client who is a Consumer, failure to process the complaint within 14 days is equivalent to its acceptance.
 - f. If the defect is subject to removal under the granted warranty, the Client is required to deliver the Product to the Seller at their own expense for repair. The delivery of the Product to the Client after its repair will be at the Seller's expense.
 - g. The Seller will remove the Product's defects within 14 Business Days from the date the Product is delivered to the Seller.
3. Complaints related to the provision of Electronic Services by the Service Provider:
- a. Complaints related to the provision of Electronic Services via the Store may be submitted by the Service Recipient via email to kontakt@pretende.pl.
 - b. The complaint email should include as much information and details as possible regarding the subject of the complaint, in particular, the type and date of occurrence of the irregularity, as well as contact details. The provided information will significantly facilitate and expedite the processing of the complaint by the Service Provider.

- c. The Service Provider will review the complaint promptly, no later than within 14 days from the date of receipt of the complaint.
- d. The Service Provider's response to the complaint will be sent to the email address provided by the Service Recipient in the complaint notification unless the Service Recipient requests a response via another specified method.

XI. RIGHT OF WITHDRAWAL FROM THE AGREEMENT

1. A Client who is a Consumer and has concluded a distance contract may withdraw from it without providing a reason by submitting a written declaration within 14 days.
2. The 14-day period is counted from the date of receipt of the Product (taking possession of the Product), and if the order includes multiple Products delivered separately, from the date of receipt of the last ordered Product.
3. To meet the 14-day deadline, it is sufficient to send the withdrawal declaration provided by the Store. A withdrawal declaration template can be downloaded from the Store's website. The use of the offered withdrawal declaration template is not mandatory.
4. The completed and signed withdrawal declaration must be sent by post to the following address: Tomasz Ciepliński PRETENDE, ul. Szczęśliwa 50, 80-176 Gdańsk, or by email to kontakt@pretende.pl.
5. If the Client chooses to send the withdrawal declaration by email, they will immediately receive confirmation of receipt of the withdrawal information on a durable medium via email.
6. In the event of withdrawal from the contract, the Sales Agreement is considered not concluded. The parties must return what they have provided.
7. The Consumer is required to return the Product immediately, but no later than within 14 days from the date they withdrew from the agreement. The Seller will withhold the refund of payments received from the Consumer until the Product is received back or until the Consumer provides proof of return, whichever occurs first.
8. The return of the Product must be made to the Seller's registered office at the address: Tomasz Ciepliński PRETENDE, ul. Szczęśliwa 50, 80-176 Gdańsk.
9. The Seller will refund the value of the Product along with the delivery costs using the same payment method used by the Consumer unless the Consumer expressly agrees to another refund method that does not involve any costs for them.
10. The Consumer is responsible for any reduction in the value of the Product resulting from its use beyond what is necessary to determine the nature, characteristics, and functioning of the Product.
11. A Consumer withdrawing from the Sales Agreement bears only the direct costs of returning the Product to the Seller, unless the Seller agrees to cover these costs or fails to inform the Consumer of the necessity of bearing them. If the Consumer has chosen a return method other than the least expensive standard delivery method offered by the Store, the Seller is not obliged to reimburse the Consumer for the additional costs incurred.
12. The right of withdrawal from a distance contract does not apply to the Consumer in the case of a Sales Agreement:
 - a. where the subject of the service is a non-prefabricated item produced according to the Consumer's specifications or intended to meet their individualized needs,

- b. where the subject of the service is an item delivered in sealed packaging that, once opened, cannot be returned for health protection or hygiene reasons, if the packaging was opened after delivery,
 - c. where the subject of the service consists of goods which, due to their nature, become inseparably connected with other goods after delivery.
13. The right to withdraw from the Sales Agreement applies to both the Seller and the Client (Consumer) in cases where the other party fails to fulfill its contractual obligation within a strictly defined period.

XII. INTELLECTUAL PROPERTY

1. All content published on the website at www.pretende.pl is protected by copyright law and is the property of Tomasz Ciepliński PRETENDE, ul. Szczęśliwa 50, 80-176 Gdańsk. The Service Recipient is fully responsible for any damage caused to the Service Provider as a result of using any content from www.pretende.pl without the Service Provider's consent.
2. Any use by any person, without the express written consent of the Service Provider, of any elements that constitute the content and materials on www.pretende.pl constitutes a violation of the Service Provider's copyright and may result in civil and criminal liability.

XIII. PROVISIONS FOR ENTREPRENEURS (B2B)

1. This section contains provisions applicable exclusively to Clients who are not Consumers.
2. The Seller has the right to limit the payment methods available to Clients who are not Consumers.
3. The benefits and burdens associated with the Product, as well as the risk of accidental loss or damage to the Product, pass to the Client who is not a Consumer at the moment the Seller hands over the Product to the carrier. In such a case, the Seller is not liable for any loss, reduction, or damage to the Product occurring from the moment the Product is handed over for transport until it is delivered to the Client, nor for any delay in shipment.
4. If the Product is shipped to the Client via a carrier, the Client who is not a Consumer is required to inspect the shipment within the timeframe and in the manner customary for such shipments. If the Client determines that the Product suffered a loss or damage during transport, they must take all necessary actions to determine the carrier's liability.
5. The Service Provider may terminate the agreement for the provision of Electronic Services with immediate effect and without stating reasons by sending a termination statement to the Service Recipient who is not a Consumer.

XIV. FINAL PROVISIONS

1. Contracts concluded through the Store are subject to Polish law.
2. If any part of these Terms and Conditions conflicts with applicable law, the relevant provisions of Polish law shall apply in place of the challenged provision of the Terms and Conditions.

3. Any disputes arising from agreements concluded between the Service Provider and the Consumer shall be resolved primarily through negotiations, with the intent of amicable resolution. If such resolution is not possible or is unsatisfactory to either party, disputes shall be resolved by the competent common court, in accordance with point 4 of this section.
4. Court dispute resolution:
 - a. Any disputes arising between the Service Provider and a Service Recipient (Client) who is also a Consumer shall be subject to the courts competent under the provisions of the Civil Procedure Code of November 17, 1964 (consolidated text: Journal of Laws of 2024, item 1568, as amended).
 - b. Any disputes arising between the Service Provider and a Service Recipient (Client) who is not a Consumer shall be subject to the court competent for the Service Provider's registered office.
5. A Client who is a Consumer also has the right to use out-of-court dispute resolution methods, in particular by submitting, after the complaint procedure has been completed, a request for mediation or a request for the case to be heard by an arbitration court (the application can be downloaded from the website <https://www.gov.pl/web/wiihwoclaw/formularze-i-wnioski-do-stalego-sadu-polubownego>). A list of Permanent Consumer Arbitration Courts operating at Provincial Trade Inspection Offices is available at http://www.uokik.gov.pl/wazne_adresy.php#faq596. A Consumer may also obtain free assistance from the district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection. Out-of-court dispute resolution following the complaint process is free of charge.
6. To resolve a dispute amicably, a Consumer may also submit a complaint via the ODR (Online Dispute Resolution) platform, available at <http://ec.europa.eu/consumers/odr/>.
7. If interested in purchasing products other than those offered in the Store, made to individual order, we encourage you to contact us via email at kontakt@pretende.pl.