

Terms and Conditions of the Online Shop – www.7sun.pl

I. General provisions

1. These Terms and Conditions define the general conditions, the manner of providing electronic services and sales conducted via the Online Shop www.7sun.pl. The Shop is operated by Paweł Sternal, conducting business under the name of Paweł Sternal FOTON, entered into the Register of Entrepreneurs of the Central Register and Information on Business Activity kept by the minister competent for economy at the address ul. Wojska Polskiego 8, 41-208 Sosnowiec, NIP [Tax Identification No.] 6443163595, REGON [National Business Registry No.] 240990583, BDO [Waste Management Database No.] 000495026 hereinafter referred to as the Seller.
2. Contact with the Seller takes place through
 - . the following e-mail address: powiadomienia@7sun.pl;
 - a. as well as via telephone: +48 534 318 667;
 - b. and chat available on the Shop's website.
3. These Terms and Conditions are continuously available on the website www.7sun.pl, in a way that it is possible to obtain, reproduce and preserve their content by printing or saving them on a storage device at any time.
4. The Seller informs that the use of Services provided electronically may be connected with a risk on the part of each user of the Internet, consisting of the possibility of introducing harmful software to the Client's IT system and obtaining and modifying its data by unauthorised persons. In order to avoid the aforementioned risks, the Client shall use appropriate technical measures to minimise their occurrence, in particular, anti-virus software and a firewall.

II. Definitions

The terms used in these Terms and Conditions have the following definitions:

1. **Working days** – days from Monday to Friday excluding public holidays;
2. **Client** – Entrepreneur within the meaning of Article 43 [1] of the Polish Civil Code, with the exception of natural persons conducting a sole proprietorship, for whom the Agreement for the provision of Services by electronic means or sale is directly related to their business, 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 of the Central Register and Information on Business Activity;
3. **Polish Civil Code** – the Act of 23 April 1964 (Journal of Laws No. 16, item 93 as amended);
4. **Account** – a part of the Online Shop assigned to a given Client, by means of which the Client may perform certain actions within the Online Shop;
5. **Consumer** – a Client who is a consumer within the meaning of Article 22[1] of the Civil Code;
6. **Carrier** – the entity or person who delivers the Goods ordered by the Client;

7. **Terms and Conditions** – this document;
8. **Goods** – a product presented in the Online Shop, the description of which is available next to each of the presented products;
9. **Sales Agreement** – an agreement of sale of the Goods, as defined by the Civil Code, concluded between the Seller and the Client;
10. **Services** – services provided by the Seller to Clients electronically within the meaning of the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws No. 144, item 1204, as amended);
11. 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);
12. **Order** – Client's declaration of will, aiming directly at concluding a Sales Agreement, specifying in particular the type and number of Goods.

III. Terms of using the Online Shop

1. The use of the Online Shop is possible granted that the ICT system used by the Client meets the following minimum technical requirements:
 - . a computer or mobile device with Internet access,
 - a. e-mail access,
 - b. browsers: Internet Explorer version 11 or later, Firefox version 28.0 or later, Chrome version 32 or later, Opera version 12.17 or later, Safari version 1.1 or later,
 - c. enabled Cookies and Javascript in the Client's browser.
2. Using the Online Shop means any action of the Client which leads to him/her becoming acquainted with the content of the Shop.
3. The Client has the following obligations:
 - . not to provide or transmit content that is prohibited by law, e.g. content that promotes violence, is defamatory or infringes personal rights and other rights of third parties,
 - a. use the Online Shop in a manner which does not disrupt its operation, in particular through the use of specific software or devices,
 - b. not to take actions such as: sending or posting unsolicited commercial information (spam) within the Online Shop,
 - c. use the Online Shop in a manner not burdensome for other Clients and the Seller,
 - d. use any content of the Online Shop only for their own personal use,
 - e. use the Online Shop in a manner consistent with the provisions of the law in force in the Republic of Poland, the provisions of the Terms and Conditions and the general principles of using the Internet.

IV. Services

1. The Seller via the Online Shop makes available free Services, which are provided by the Seller 24 hours a day, 7 days a week.
2. The Service of maintaining an Account in the Online Shop is available after registration. Registration takes place by completing and accepting a registration form, made available on one of the pages of the Online Shop. The agreement for the provision of services consisting in maintaining an Account in the Online Shop is concluded for an indefinite period of time and shall terminate upon the submission by the Client of a request to delete the Account.

3. The Client has the possibility to receive commercial information from the Seller in the form of messages sent to the e-mail address provided by the Client (Newsletter service). For this purpose, he must provide a valid e-mail address or activate the corresponding field in the registration form or the Order form. The Client may revoke consent to sending commercial information at any time. The Newsletter Service agreement shall be entered into for an indefinite period of time and shall terminate upon the Client's sending a request to remove his/her e-mail address from the Newsletter subscription service or unsubscribe from the Newsletter service with the use of a link contained in the message sent under the Newsletter Service.
4. The Client may compare Goods using the Compare Service. The agreement for provision of the Service consisting in comparing Goods is concluded for a definite period of time and terminates as soon as the Goods are removed from the "Compare" list or the Client terminates the browser session.
5. The Client, who has an account in the Shop, can send a request for quotation of the Goods. The agreement for provision of the Service consisting in sending a request for quotation of selected Goods to the Seller terminates when the button "Send" is pressed or when the Client terminates the browser session.
6. The Client has the possibility to send messages to the Seller using the "Inquire about the Goods" form available on the page with each Good. The agreement for the provision of the Service consisting in the provision of an interactive "Inquire about the Goods" form enabling the Clients to contact the Seller concerning the Goods is concluded for a definite period of time and is terminated at the moment of sending the message by the Client.
7. The Client can contact the Seller via a chat available on the Shop website. The agreement for the provision of the Service consisting in making available an interactive chat room enabling the Clients to contact the Seller is concluded for a definite period of time and terminates as soon as the Client closes the chat room or leaves the website of the Online Shop.
8. The Seller has the right to organise occasional competitions and promotions, the terms of which will be stated on the Shop's websites each time. Promotions in the Online Shop cannot be combined, unless the Rules of a given promotion state otherwise.
9. In the case of violation by the Client of the provisions of these Terms and Conditions, the Seller, after a prior failed call to cease or remove the violations, setting an appropriate deadline, may terminate the agreement for the provision of Services upon 14 days' notice.

V. Procedure for concluding the Sales Agreement

1. Information about the Goods given on the websites of the Shop, in particular their descriptions, technical and usable parameters as well as prices, constitute an invitation to conclude an Agreement, within the meaning of Article 71 of the Civil Code.
2. All Goods available in the Online Shop are brand new and have been legally introduced into the Polish market.
3. Actions aimed at concluding an Agreement, in particular placing an Order, may only be performed by persons duly authorised to act on behalf of the Client. It is assumed that the person placing the Order is the person authorised by the Client to do so.
4. The condition for placing an Order is having an active e-mail account as well as an Account in the Shop and logging into it.
5. In the event of placing an Order via the Order form available on the website of the Online Shop, the Order is placed by the Client to the Seller in electronic form and

constitutes an offer to conclude a Sales Agreement for the Goods subject to the Order. An offer made in electronic form is binding upon the Client, if the Seller sends to the e-mail address provided by the Client a confirmation of acceptance of the Order for execution, which constitutes the Seller's statement of acceptance of the Client's offer, and upon receipt thereof by the Client a Sales Agreement is concluded.

6. Placing an Order in the Online Shop via telephone, by sending an electronic message or by sending a message via the contact form takes place on Working Days and during the hours indicated on the website of the Online Shop. For this purpose, the Client should:
 - . specify in a phone call, in an e-mail or in a message sent via the contact form, addressed to the Seller the name of the Goods from among the Goods on the website of the Shop and their quantity,
 - a. indicate the method of delivery and method of payment from among the methods of delivery and payment given on the Shop's website,
 - b. provide the data needed to complete the Order, in particular: name and surname, place of residence and e-mail address.
7. Information on the total value of the Order, referred to above, is given each time by the Seller verbally after the Order has been completed, or by e-mail, together with information that conclusion of the Sales Agreement by the Client entails the obligation to pay for the ordered Goods, and the Sales Agreement is concluded at that moment.
8. The Sales Agreement shall be concluded in the Polish language, with the contents in compliance with the Terms and Conditions.
9. The Seller reserves the right to refuse the execution of an order, in particular when the Order does not contain all the relevant data, when the Client delays any payment to the Seller or for other reasons indicated by the Seller.
10. The Seller will inform the Client about the refusal of the Order, regardless of the reason, by telephone or e-mail.
11. The Seller may withdraw from the Agreement in whole or in part at any time. If an Order is executed in parts, withdrawal shall have effect only in relation to that part of the Order which has not been executed, in particular which has not been delivered to the Carrier, unless otherwise specified in the Seller's statement of withdrawal from the Agreement.
12. The Seller shall, at his discretion, send the statement of withdrawal referred to in section 11 above by e-mail to the e-mail address indicated by the Client in the Order

VI. Delivery

1. Delivery of the Goods shall be paid for on the terms and at the rate specified in the Order.
2. Delivery of the Goods is limited to the territory of the Republic of Poland and is carried out to the address indicated by the Client in the course of placing the Order.
3. Delivery of Goods is carried out through a Carrier, i.e. through a courier company, forwarding company or through the Seller's own transport. The Client can collect the Goods at the Seller's personal collection point.
4. If different lead times are stipulated for the Goods covered by the Order, the longest of the stipulated periods shall apply to the entire Order.
5. As soon as the Goods which are the subject of the Order are handed over to the Carrier, the benefits and burdens of the Goods and the risk of accidental loss or damage to the Goods shall pass to the Client.

6. Delivery is made on working days. The Seller may arrange individually with the Client the delivery also on days other than Working Days.
7. Delivery of the Goods shall take place at the time indicated by the Seller.
8. The Client is obliged to check the condition of the Goods upon their receipt. If any damage is found or other objections are raised upon receipt of the Goods, a report of objections should be drawn up in the presence of the Carrier, specifying the exact quantity and type of Goods and their damage in accordance with the procedure in force at the given Carrier.
9. The Seller is not responsible for the actions of the Carrier.
10. The Seller is not liable for damages resulting from incorrect or incomplete data provided by the Client during the Order placement process, as well as caused by incorrect contact details or the address of receipt.
11. It is assumed that the person collecting the Goods on behalf of the Client is the person authorised by the Client to take delivery and sign on his behalf the delivery documents, as well as to perform other actions related thereto.
12. In the event of the Client's failure to collect the Ordered Goods on one occasion, if they were delivered via a Carrier, the Seller may, at his discretion, set another date for the Client to collect or deliver the Order, or terminate the Agreement immediately with the Client or withdraw from it on the terms specified in these Terms and Conditions. In addition, the Client shall be obliged to pay the costs incurred by the Seller for failure to collect the Goods referred to in this subsection and the cost of shipping the Goods.
13. The Client undertakes to pay all costs incurred by the Seller due to the Client's failure to collect the ordered Goods.
14. The Seller shall not be liable for any damage caused to the Client as a result of waiting for loading by transport organised by the Client, as a result of failure to adhere to the time limit for collection of the Goods indicated in the Order or otherwise specified by the Seller.
15. The Seller shall provide the Client with an electronic invoice.

VII. Prices and payment methods

1. The prices of the Goods are given in Polish zloty and include all components, including VAT, customs duties and other charges.
2. The Client can choose the following payment methods:
 - . bank transfer to the Seller's bank account (in this case the processing of the Order will be initiated after the Seller has sent the Client a confirmation of acceptance of the Order, and the Order will be dispatched immediately after the funds have been credited to the Seller's bank account and the Order has been completed);
 - a. cash on delivery – payment at the Seller's personal collection point (in this case the Order will be executed immediately after the Seller sends confirmation of Order acceptance to the Client, and the Goods will be made available at the Seller's personal collection point);
3. The Seller may also provide an Entrepreneur with a payment method including deferred payment, hereinafter referred to as "**Trade Credit**". In this case, execution of the Order shall commence after the Seller has sent an Entrepreneur a confirmation of acceptance of the Order and the shipment shall be made immediately after completion of the Order. The payment period will be agreed individually with the Entrepreneur. The payment period shall not exceed 90 days.

4. The decision to grant Trade Credit and its terms and conditions, in particular its maximum amount and payment period is granted by the Seller individually for each Client.
5. For information on how to request a Trade Credit, the Client shall contact the Seller individually.
6. The Seller has the right to refuse to grant Trade Credit to the Client or to change its amount at any time without providing a reason. The above provision shall not apply to Sales Agreements concluded before changing the amount of the Trade Credit by the Seller. The information about the refusal to grant Trade Credit or about the change of its amount is communicated by the Seller by e-mail to the Client's address indicated by the Client during his contact with the Sales Supervisor.
7. The Client shall not deduct or subtract any amounts claimed or due from the Seller under any other obligation between him and the Seller or from the remuneration the Seller is entitled to from the Client, unless the Parties have agreed otherwise under separate arrangements.
8. The Seller shall have the right to withhold execution of Orders or delivery of Goods, or may withdraw from the Agreement in whole or in part, in the event of delay in payment by the Client to the Seller. The Client shall not be entitled to any present or future claims for damage or loss of profit that may arise in connection with the suspension of deliveries.

VII. Liability, defects in the Goods

1. The warranty for defects referred to in the Civil Code is excluded.
2. The Seller shall not be liable in particular in the event of storage, transport or use of the Goods contrary to the information contained in the description of the Goods and on their labels.
3. The Seller's liability for lost profits towards the Client is excluded.
4. Any liability of the Seller arising from the Agreement for sale or provision of Services to the Client shall be limited to half of the amount resulting from the last Order placed by the Client.
5. The Client shall not be entitled to any claims against the Seller on Account of third party claims arising from the use of the Goods.

IX. Complaints concerning the provision of electronic services

1. The Client may submit complaints to the Seller in relation to the functioning of the Shop and the use of the Services. Complaints can be made in writing to the following address: Paweł Sternal FOTON, ul. Bończyka 33, 41-400 Mysłowice, at the e-mail address: zamowienia@7sun.pl, telephone number +48 883 688 457.
2. In the complaint, the Client should provide his/her name, correspondence address, type and description of the problem.
3. The Seller undertakes to examine each complaint within 14 days, and if this is not possible, to inform the Client when the complaint will be examined. In case of deficiencies in the complaint, the Seller shall call the Client to supplement it to the extent necessary within 7 days from the date of receipt of the call by the Client.

X. Warranty

1. Goods may come with a manufacturer's warranty.

2. In the case of Goods under warranty, information on the existence and content of the warranty and the period for which it is granted shall be each time presented in the description of the Goods on the websites of the Shop.

XI. Intellectual property

1. The Client agrees not to use the Seller's trademarks, trademarks or symbols without the Seller's prior consent.
2. Any drawings, specifications, technical sheets, advertising materials or other materials made available by the Seller to the Client or to the public shall be the sole property of the Seller. The Client shall not make changes to these materials without the prior consent of the Seller.
3. The Client, on his/her own or on the basis of an appropriate authorisation, grants the Seller a free, non-exclusive and temporally and territorially unlimited licence for the logotype of the Client's business activity, to use it for purposes of the Seller's business activity in the following fields of exploitation: recording, multiplication by any method, uploading of the work into computer memory and into a computer network, public display or reproduction on the Internet, in particular on the Seller's websites.
4. The Client agrees for the aforementioned data to be included in the list of the Seller's Clients, available, among others, on the Seller's website.

XII. Personal data protection

Personal data provided by Clients is collected and processed by the Seller in accordance with applicable law and the Privacy Policy available on the Shop's website.

XIV. Final provisions

1. The Client shall be obliged to immediately notify the Seller of any changes of delivery addresses, authorisations, powers of attorney, or else correspondence and execution of Orders placed by previously authorised persons shall be deemed valid and delivery to the last address indicated shall be deemed effective.
2. All rights to the Online Shop, including proprietary copyright, intellectual property rights to its name, Internet domain, the Online Shop website, as well as to the forms, logotypes belong to the Seller, and the use of them may take place only in the manner specified and compliant with the Terms and Conditions.
3. If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable in any respect under the law, this will not affect the validity of the remaining provisions of these Terms and Conditions.
4. All cases and disputes arising from the Orders or Agreements concluded between the Seller and the Client, in particular those related to establishing a legal relationship between the Seller and the Client, its execution, termination, invalidation and pursuing claims for damages for non-performance or undue performance of the Order or the

Agreement shall be subject to the exclusive jurisdiction of competent courts of the Republic of Poland and the Polish law.

5. The court with the exclusive jurisdiction to resolve any disputes arising from agreements or execution of Orders concluded between the Seller and the Client shall be the court having jurisdiction over the Seller's registered office.
6. In matters not regulated by these Terms and Conditions, the provisions of the Civil Code shall apply.
7. The content of these Terms and Conditions is subject to change. Amendments to the Terms and Conditions shall come into force as of the date of their publication on the Seller's website. The amendments do not apply to orders placed before the date of entry into force of the Terms and Conditions.

Privacy policy

Date of publication: 2021-07-16 14:59:00

Privacy Policy

version valid as of 16.07.2021.

WHAT IS A PRIVACY POLICY?

We would like to make you familiar with the details of our processing of your personal data to give you full knowledge and comfort when using our website.

As we operate in the internet business ourselves, we know how important it is to protect your personal data. We therefore make a special effort to protect your privacy and the information you provide us with.

We carefully select and apply appropriate technical measures, in particular those related to programming and organisational issues, to ensure the protection of the personal data processed. Our website uses encrypted data transmission (SSL), which ensures that your identifying information is protected.

In our Privacy Policy you will find all the most important information regarding our processing of your personal data. We ask you to read it and assure you that it will not take you more than a few minutes.

Who is the webmaster of www.7sun.pl?

The webmaster is Paweł Sternal, conducting business under the name of Paweł Sternal FOTON, entered into the Register of Entrepreneurs of the Central Register and Information on Business Activity kept by the minister competent for economy at the address ul. Wojska Polskiego 8, 41-208 Sosnowiec, NIP 6443163595, REGON 240990583 (i.e.: us).

PERSONAL DATA

What legal act governs the processing of your personal data?

Your personal data are collected and processed by us in accordance with the provisions of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 /EC (Official Journal of the European Union L. 2016.119.1), General Data Protection Regulation, hereinafter referred to as GDPR. To the extent not regulated by GDPR, the processing of personal data is governed by the Data Protection Act of 10 May 2018.

Who is the Controller of your personal data?

The Controller of the data is Paweł Sternal, conducting business under the name of Paweł Sternal FOTON, entered into the Register of Entrepreneurs of the Central Register and Information on Business Activity kept by the minister competent for economy at the address ul. Wojska Polskiego 8, 41-208 Sosnowiec, NIP 6443163595, REGON 240990583, telephone: 534 318 667, e-mail: powiadomienia@7sun.pl.

You can contact us about your personal data via

- the following e-mail address: powiadomienia@7sun.pl,
- by post: ul. Wojska Polskiego 8, 41-208 Sosnowiec,
- telephone: 534 318 667.

HOW DO WE PROCESS THE PERSONAL DATA YOU GIVE US?

What personal data do we process and for what purposes?

On our website, we offer you a number of different services for which we process different personal data, under different legal bases.

Aim	Personal data	Legal basis for processing	Data storage time
conclusion and performance of the agreement	name, surname, correspondence address, NIP, REGON, e-mail address, telephone number, bank account number, payment card number	article 6(1)(b) GDPR, i.e. processing for the purpose of taking steps at your request prior to entering into an agreement and processing necessary for the performance of an agreement to which you are party	until the expiry of the limitation period for claims concerning the performance of the agreement
opening and maintaining an account	name, surname, e-mail address, telephone number, postal address	article 6(1)(b) GDPR, i.e. processing for the purpose of taking steps at your request prior to entering into an agreement and processing necessary for the performance of an agreement to which you are party	until the expiry of the limitation period for claims concerning the performance of the agreement
Contact form "Inquire about the Goods"	e-mail, company, telephone number	article 6(1)(f) GDPR i.e. processing for the purpose of pursuing our legitimate interest in maintaining continuity of communication and	until an objection is raised to the processing of the personal data

		enabling contact with us in business matters	
interactive chat	Name, surname, image, data provided by the Client in the course of using the Service	article 6(1)(f) GDPR i.e. processing for the purpose of pursuing our legitimate interest in maintaining continuity of communication and enabling contact with us in business matters	until an objection is raised to the processing of the personal data
establishment, investigation, enforcement and defence of claims in proceedings before the courts and other state authorities	name, surname, residence address, NIP, REGON, e-mail address, telephone number, IP address, bank account number, payment card number	article 6(1)(f) GDPR, i.e. processing for the purpose of pursuing our legitimate interest in the establishment, pursuit and enforcement of claims and the defence of claims before the courts and other state authorities	until the expiry of the limitation period for claims concerning the performance of the agreement
fulfilment of legal obligations arising from legislation, in particular tax and accounting legislation	name, surname, business name, PESEL number, NIP or REGON, e-mail address, telephone, correspondence address, payment card number	Article 6(1)(c) of the GDPR, i.e. the processing is necessary for the fulfilment of legal obligations incumbent on us under the law, in particular tax and accounting regulations	until the expiry of the legal obligations incumbent on the Controller which justified the processing of the personal data

Freedom to provide the personal data

The provision of the required personal data by you is voluntary, yet it is a condition for us to provide services to you (e.g. to open an account).

Personal data recipients

You can find the current list of entities to which we disclose your personal data at this address: https://7sun.pl/odbiory_danych_osobowych,30

Automated individual decision-making, including profiling

On the basis of the information you fill in in your Account, e.g. data concerning the services provided, information obtained using cookies, including your location, as well as your previous behaviour, interest in specific goods or services, we will prepare personalised offers and marketing information, e.g. products complementary to those viewed.

Will we transfer your personal data outside the EEA or to an international organisation?

For the use of Facebook tools, your personal data may be transferred to the United States, where Facebook Inc. servers are located.

Facebook Inc. is on the list of entities participating in the Privacy Shield programme (link:

<https://www.privacyshield.gov/participant?id=a2zt0000000GnywAAC&status=Active>) and therefore the protection of personal data is adequate in relation to the regulations applicable in the European Union, in accordance with Commission Implementing Decision (EU) 2016/1250 of 12 July 2016 on the adequacy of the protection provided by the EU-US Privacy Shield (link: <https://eur-lex.europa.eu/legal-content/PL/TXT/HTML/?uri=CELEX:32016D1250&from=EN>).

WHAT RIGHTS DO YOU HAVE IN RELATION TO OUR PROCESSING OF YOUR PERSONAL DATA?

Under the GDPR, you have the right to:

- request access to the personal data,
- request the correction of the personal data,
- request the erasure of the personal data,
- request the restriction of the processing of the personal data
- object to the processing of the personal data
- request transfer of personal data.

If you submit any of the above-mentioned requests to us, we will inform you without undue delay – and no later than within one month of receipt of the request – about the action taken on your request.

That period may be extended by two further months where necessary, taking into Account the complexity and number of the requests.

In any event, we will inform you of the extension within one month of receipt of the request and give you the reasons for the delay.

Right of access to personal data (Article 15 GDPR)

You have the right to be informed if we process your personal data. If we process your personal data then you have the right to:

- access the personal data
- obtain information on the purposes of the processing, the categories of personal data processed, the recipients or categories of recipients of such data, the intended period of storage of the data or the criteria for determining this period, your rights under the GDPR and the right to lodge a complaint with the President of the Personal Data Protection Office, the source of such data, automated decision-making, including profiling, and the safeguards applied in connection with the transfer of such data outside the European Union;
- obtain a copy of the personal data.

If you wish to request access to your personal data please submit your request to: powiadomienia@7sun.pl.

Right of correction of personal data (Article 16 GDPR)

If your personal data is incorrect you have the right to request that we correct your personal data immediately. You also have the right to request that we complete your personal data. If you wish to request a clarification or completion of personal data please submit your request to: powiadomienia@7sun.pl.

The right of erasure of personal data, the so-called "right to be forgotten" (Article 17 GDPR)

You have the right to request the erasure of your personal data when:

- the data is no longer necessary for the purposes for which it was collected or otherwise processed,
- you have withdrawn specific consent, to the extent that personal data were processed on the basis of your consent;
- the personal data have been unlawfully processed;
- you have objected to the processing of your personal data for direct marketing purposes, including profiling, to the extent that the processing of your personal data is related to direct marketing;
- you have objected to the processing of your personal data in connection with processing necessary for the performance of a task carried out in the public interest or processing necessary for the purposes of the legitimate interests pursued by us or by a third party.

Despite your request for erasure, we may continue to process your personal data for the purpose of establishing, asserting or defending claims, of which you will be informed.

If you wish to request erasure of your personal data please submit your request to: powiadomienia@7sun.pl.

Right of restriction of the processing of personal data (Article 18 GDPR)

You have the right to request the restriction of the processing of your personal data when:

- you dispute the accuracy of your personal data, in which case we will restrict the processing of your personal data for a period of time to allow us to check its accuracy;
- the processing of your data is unlawful and instead of erasing your personal data you request the restriction of the processing of your personal data;
- your personal data is no longer needed for the purposes of the processing, but it is needed to establish, assert or defend your claims;
- you have objected to the processing of your personal data – until such time as we have determined whether our legitimate interests override the grounds for your objection.

If you wish to request restriction of the processing of your personal data please submit your request to: powiadomienia@7sun.pl.

Right of objection to the processing of personal data (Article 21 GDPR)

You have the right to object at any time to the processing of your personal data, including profiling, in relation to:

- processing necessary for the performance of a task carried out in the public interest or processing necessary for the purposes of the legitimate interests pursued by the Controller of the personal data or by a third party;
- processing for direct marketing purposes.

If you wish to object to the processing of your personal data please submit your objection to: powiadomienia@7sun.pl.

Right of transfer of personal data (Article 20 GDPR)

You have the right to receive your personal data from us in a structured, commonly used machine-readable format and to send it to another controller.

By default, we will provide you with your personal data in CSV format. If you prefer to receive your data in another format, please indicate your preferred format in your request. Where possible, we will try to provide you with the data in your preferred format.

You can also request that we send your personal data directly to another controller (as far as this is technically possible).

If you wish to request the transfer of your personal data please submit your request to: powiadomienia@7sun.pl.

Can you withdraw your consent to the processing of personal data?

You may withdraw the consent you have given to the processing of your personal data at any time. The withdrawal of your consent to process your personal data does not affect the lawfulness of the processing carried out by us on the basis of your consent before its withdrawal.

If you wish to withdraw consent to the processing of your personal data please submit your withdrawal to: powiadomienia@7sun.pl.

Complaint to the supervisory authority

If you believe that the processing of your personal data breaches data protection legislation, you have the right to lodge a complaint with a supervisory authority, in particular in the Member State of your habitual residence, your place of work or the place where the alleged breach occurred.

In Poland, the supervisory authority under the GDPR is the President of the Personal Data Protection Office, which replaced The Inspector General for the Protection of Personal Data as of 25 May 2018.

For more information, visit: <https://uodo.gov.pl/pl/p/skargi>

Cookies

General information

When you browse the Online Shop's website, cookie files are used, hereinafter referred to as cookies i.e. small text information which is saved in your terminal device in connection with the use of the Online Shop. Their use allows the proper functioning of the Online Shop's websites.

These cookies allow us to identify the software used by you and to customise the Online Shop according to your needs.

Cookies usually contain the name of the website from which they originate, their storage time on the end device and a unique number.

Security

The cookies we use are safe for your device. In particular, it is not possible for viruses or other unwanted software or malware to enter your device via cookies.

Kinds of cookies

We use two types of cookies:

- Session cookies: these are stored on your device and remain there until the session of the browser in question ends. The stored information is then permanently deleted from the memory of your device. The mechanism of session cookies does not allow any personal data or any confidential information to be collected from your device.
- Permanent cookies: these are stored on your device and remain there until they are deleted. Ending a browser session or switching off your device does not remove them from your device. The mechanism of permanent cookies does not allow any personal data or any confidential information to be collected from your device.

Aims

We also use third party cookies for the following purposes:

- the configuration of the Online Shop;
- presentation of the Certificate of Compliance, by means of the internet service solidnyregulamin.pl, the administrator of which is APM Poniatowska-Maj Kancelaria Prawna sp. k., with its registered office in Gdańsk, the Privacy Policy is available under the following link: - <http://solidnyregulamin.pl/polityka-prywatnosci/>;
- to compile statistics which help us understand how visitors use the website in order to improve its structure and content by means of Google Analytics tools, whose administrator is Google Ireland Ltd. based in Ireland. Google's privacy policy is available at the following link: <https://policies.google.com/privacy?fg=1>;
- Client contact with the Seller via Messenger chat, whose administrator is Facebook Ireland Ltd., Facebook's privacy policy is available at the following link: <https://www.facebook.com/help/cookies/>.

To learn about the use of Cookies, we recommend that you consult the privacy policies of the companies indicated above.

By means of the settings of your browser or through the service configuration, you can independently and at any time change your cookie settings, specifying the conditions for storing and accessing cookies on your device. You can change these settings in such a way as to block the automatic handling of cookies in the settings of your web browser or inform about their placement on your device each time. Detailed information about the possibilities and ways of handling cookies is available in the web browser settings.

Prices and payment methods Date of publication: 2021-02-17 16:22:00

Prices and payment methods

1. The prices of the Goods are given in Polish zloty and include all components, including VAT, customs duties and other charges.
2. The Client can choose the following payment methods:
 - . bank transfer to the Seller's bank account (in this case the processing of the Order will be initiated after the Seller has sent the Client a confirmation of acceptance of the Order, and the Order will be dispatched immediately after the funds have been credited to the Seller's bank account and the Order has been completed);
 - a. cash on delivery – payment at the Seller's personal collection point (in this case the Order will be executed immediately after the Seller sends confirmation of Order acceptance to the Client, and the Goods will be made available at the Seller's personal collection point);
 - b. cash on delivery – payment at the Seller's personal collection point (in this case the Order will be executed immediately after the Seller sends confirmation of

Order acceptance to the Client, and the Goods will be made available at the Seller's personal collection point);

- c. cash on delivery – payment at the Seller's personal collection point (in this case, the Order will be executed immediately after the Seller sends confirmation of Order acceptance to the Client, and the Goods will be made available at the Seller's personal collection point);
3. The Seller may also provide an Entrepreneur with a payment method including deferred payment, hereinafter referred to as "**Trade Credit**". In this case, execution of the Order shall commence after the Seller has sent an Entrepreneur a confirmation of acceptance of the Order and the shipment shall be made immediately after completion of the Order. The payment period will be agreed upon individually with the Entrepreneur. The payment period shall not exceed 90 days.
4. The decision to grant Trade Credit and its terms and conditions, in particular, its maximum amount and payment period, is granted by the Seller individually for each Client.
5. For information on how to request a Trade Credit, the Client shall contact the Seller individually.
6. The Seller has the right to refuse to grant Trade Credit to the Client or to change its amount at any time without providing a reason. The above provision shall not apply to Sales Agreements concluded before changing the amount of the Trade Credit by the Seller. The information about the refusal to grant Trade Credit or about the change of its amount is communicated by the Seller by e-mail to the Client's address indicated by the Client during his contact with the Sales Supervisor.
7. The Seller shall inform the Client on the Shop's website about the time limit within which the Client is obliged to make the payment for the Order. In the case of failure to make the payment by the Client within the period referred to in the previous sentence, the Seller, after a prior failed call for payment setting an appropriate time limit, may withdraw from the Agreement on the basis of Article 491 of the Civil Code

Delivery Date of publication: 2021-02-17 16:21:00

Delivery

1. Delivery of the Goods is limited to the territory of the Republic of Poland and is carried out to the address indicated by the Client in the course of placing the Order.
2. The Client may choose the following forms of delivery of the ordered Goods:
 - . via courier service;
 - a. via Seller's own transport;
 - b. personal collection at the Seller's personal collection point;
 - c. via shipping company.
3. The Seller on the websites of the Shop in the description of the Goods, informs the Client about the number of working days needed for the execution of the Order and its delivery, as well as about the charges for the delivery of the Goods.
4. The time limit for delivery and performance of the Order shall be counted in Working Days in accordance with item no. VII subitem 2.
5. The Seller shall provide the Client with a proof of purchase
6. If different lead times are stipulated for the Goods covered by the Order, the longest of the stipulated periods shall apply to the entire Order.

Right of withdrawal Publication date: 2022-02-20 12:46:00

Notice of withdrawal from the sales agreement

(information on exercising the right of withdrawal)

Right of withdrawal

We inform you that you have the right to withdraw from this agreement within 14 days without giving any reason.

The withdrawal period shall expire after 14 days from the day:

1. on which you acquire possession of the goods or possession of the last of the goods where the agreement provides for transfer of ownership of several goods which are delivered separately or possession of the last lot or piece where the agreement provides for transfer of ownership of the goods delivered by lot or piece,

2. on which a third party other than the Carrier and indicated by you acquires possession of the goods or possession of the last of the goods if the agreement involved transfer of ownership of multiple goods delivered separately or possession of the last lot or piece if the agreement involved transfer of ownership of the goods delivered by lot or piece.

In order to exercise your right of withdrawal, you need to inform Paweł Sternal FOTON, ul. Bończyka 33, 41-400 Mysłowice, e-mail: zamowienia@7sun.pl, tel: 883 688 457, BDO 000495026 of your decision to withdraw from this agreement by an unequivocal statement (for example, a letter sent by post, fax or e-mail).

You may use the model withdrawal form, but it is not obligatory.

To observe the withdrawal period, it is sufficient for you to send your message concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Consequences of the withdrawal from the agreement

If you withdraw from this agreement, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the additional costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without delay and not later than 14 days from the day on which we are informed of your decision to exercise your right of withdrawal from this agreement. We will refund the payment using the same means of payment as you used for the original transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of this refund.

We may withhold the refund until we have received the item or until you have supplied us with proof of its return, whichever event occurs first in the case where the agreement was for the sale of an item.

If the agreement concerned the purchase of an item, please send or hand the item over to us to the address Paweł Sternal FOTON, ul. Bończyka 33, 41-400 Mysłowice immediately and no later than 14 days from the day on which you have informed us of your withdrawal from this agreement. The deadline is met if you send the item back before the 14-day period has expired.

You will have to bear the direct costs of returning the item.

You shall only be liable for any diminution in the value of the returned item resulting from your use of the item other than what is necessary to establish its nature, characteristics and the way it works.

Complaints and returns Publication date: 2022-02-22 11:52:00

Paweł Sternal FOTON

ul. Bończyka 33

41-400 Mysłowice
e-mail: zamowienia@7sun.pl
tel.: 883688457

....., on
.....

Consumer(s) name(s)::

Address of consumer(s)

Complaint on the goods

I hereby give notice that the product I purchased on

..... is defective.

The defect concerns:

.....
.....
.....
.....

The defect was found on

In notion of the above, on the basis of the Act of 23 April 1964 the Civil Code, I request:

- replacement of goods for a new one pursuant to article 561 § 1 of the Civil Code *)
- free of charge repair of the goods pursuant to article 561 § 1 of the Civil Code *)
- a reduction in the price of the goods by the amount of (in words: PLN). Please return the quoted amount to via postal Order to my address pursuant to article 560 § 1 of the Civil Code *)
- I withdraw from the agreement and request a refund to the Account no. via postal Order to my address pursuant to article 560 § 1 of the Civil Code *

I declare that I have purchased the product on the basis of an agreement directly related to my business activity, and the content of this agreement indicates that it does not have a professional character for me, which results in particular from the subject of my business activity. YES | NO Yours sincerely

* cross out as appropriate

7SUN – Hurtownia fotowoltaiczna [Photovoltaic Wholesale]

ul. Bończyka 33

41-400 Mysłowice

Poland

+48 534 991 991

+48 534 318 667

zamowienia@7sun.pl

Alior Bank SA, ul. Łopuszańska 38D, 02-232 Warszawa

ALBPPLPW 13249000050000450013057217

NIP 6443163595

240990583

The business is conducted by Paweł Sternal FOTON, entered into the Register of Entrepreneurs of the Central Register and Information on Business Activity kept by the minister competent for economy at the address ul. Wojska Polskiego 8, 41-208 Sosnowiec, NIP 6443163595, REGON 240990583, BDO 000495026 hereinafter referred to as the Seller.

IBAN PLN Account: PL13 2490 0005 0000 4500 1305 7217, IBAN EUR account: PL36 2490 0005 0000 4600 1660 2395, Warehouse address: ul. Bończyka 33, 41-400 Mysłowice