

# Terms and Conditions of Sportofino.com online shop

This version of the General Terms and Conditions was valid until 28.02.2026 and was replaced by a new version as of 01.03.2026.

## 1. INTRODUCTION

The owner of the online shop [www.sportofino.com](http://www.sportofino.com) is SAT sp. z o.o. with its registered office in Poznań, ul. Grochowska 27, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, 8th Economic Division of the National Court Register, under the KRS number 0000633957, NIP (tax identification number): 7792446406, REGON (statistical identification number): 365284658.

These Terms and Conditions set out the basic rules for the use of [www.sportofino.com](http://www.sportofino.com) Website by Users and Members and contain the organisational regulations of the Website.

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## 2. DEFINITIONS

In these Terms and Conditions, the following capitalised terms have the meaning ascribed to them below:

### (1) Working Days

weekdays from Monday to Friday, with the exception of public holidays;

### (2) Consumer

a natural person within the meaning of Article 22<sup>1</sup> of the Civil Code entering into a legal transaction with an entrepreneur that is not directly related to their business or professional activity; provisions of these Terms and Conditions concerning Consumers also apply to entrepreneurs who are natural persons concluding a contract directly related to their business activity, if it follows from the content of the contract that it is not of a professional nature for such persons resulting, in particular, from their business activity, listed in the Central Registration And Information On Business.

### (3) Member Account

an account created in the Shop's IT system for the Member's data provided in accordance with the Loyalty Program terms and conditions, used to process orders and allowing the use of the Loyalty Program;

#### **(4) Organiser**

the organiser of the Loyalty Program, i.e. SAT sp. z o.o. with its registered office in Poznań, ul. Grochowska 27, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, 8th Economic Division of the National Court Register, under the KRS number 0000633957, NIP (tax identification number): 7792446406, REGON (statistical identification number): 365284658;

#### **(5) Loyalty Program**

contract for the provision of S'portofino Club loyalty program services by the Organiser, concluded by:

(a) the Member by completing and signing a registration form when making a one-off purchase for any amount at the Showroom; or

(b) the Member by completing the registration form available online in the Shop;

hereinafter referred to as the "**Registration**";

#### **(6) Terms and Conditions**

these Terms and Conditions laying down the terms and conditions of use of the Shop, including any appendices and references which expressly refer to them;

#### **(7) Loyalty Program Terms and Conditions**

the Terms and Conditions governing the rules, scope and terms and conditions of organisation of and participation in the Loyalty Program, available at [sportofino.com/en/club-regulations](http://sportofino.com/en/club-regulations);

#### **(8) Showrooms**

the Organiser's retail outlets, operated under the S'portofino brand, the current list of which is available at [www.sportofino.com](http://www.sportofino.com);

#### **(9) Website**

the website [www.sportofino.com](http://www.sportofino.com) available in Polish, English German, Czech, French, Romanian, Slovak, Spanish, Italian and other language versions;

#### **(10) Shop**

the online shop run by the Organiser at [www.sportofino.com](http://www.sportofino.com); The Shop's contact details:

E-Shop S'portofino  
ul. Grochowska 27  
60-277 Poznań

Phone: +48 61 610 31 44

e-mail: [customer@sportofino.com](mailto:customer@sportofino.com)

### **(11) Member**

a natural person over 18 years of age, as well as a legal person and an organisational unit without legal personality, having legal capacity and capacity to perform acts in law, who has concluded a contract with the Organiser for the provision of Loyalty Program services, and who has a Member Account;

### **(12) User**

a natural person over 18 years of age, as well as a legal person and an organisational unit without legal personality, having legal capacity and capacity to perform acts in law, who makes or intends to make a purchase or reservation in the Shop;

### **(13) Gift Card**

a printed card equivalent to a voucher, with expiry date, value and a unique number, issued to bearer, entitling the User to redeem it in Showrooms and in the Shop. The terms and conditions for the use of Gift Cards are set out in the Gift Card Terms and Conditions available at [sportofino.com/regulamin-kart-podarunkowych](http://sportofino.com/regulamin-kart-podarunkowych)

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## **3. GENERAL CONDITIONS**

3.1. The [www.sportofino.com](http://www.sportofino.com) Shop conducts online sales of its products. The Shop publishes information on its products on the Website [www.sportofino.com](http://www.sportofino.com).

3.2. All products offered in the [www.sportofino.com](http://www.sportofino.com) Shop are new, they comply with the Shop's assurances included in their descriptions, and they have been legally placed on the market.

3.3. The [www.sportofino.com](http://www.sportofino.com) Shop also enables persons using the Czech version of the Website to make a reservation of products, namely to make a non-binding declaration (which is not an order) of their wish to view the selected product in the showroom at the Westfield Chodov Shopping Centre, Roztylská 2321/19, 148 00 Prague 11-Chodov, Czech Republic, belonging to the Organiser's partner – S'portofino s.r.o. with its registered office in Prague. The sales contract for the reserved product can be concluded in the showroom in Prague directly between S'portofino s.r.o. and the buyer. The waiting time for the delivery of the reserved product to the showroom shall not exceed 14 days. The User will be informed about the availability of the reserved product in the shop by a separate message.

## **4. MEMBER ACCOUNT - LOYALTY PROGRAM**

4.1. The Member gains access to the Member Account upon Registration.

4.2. Registration of a Member Account is not necessary to place an order with the Shop.

4.3. By registering a Member Account, the Member enters into a contract with the Organiser for the provision of Loyalty Program services guaranteeing that Members gain additional benefits for their membership in the Loyalty Program, as referred to in Section 6 of the Loyalty Program Terms and Conditions.

4.4. As part of the Member Account Registration, Members provide their name, surname, e-mail address and telephone number.

4.5. Registration of a Member Account through the Shop can be done at any time by opening the "Registration" tab. After registration, the Member will receive, to the e-mail address indicated by them, a confirmation of the Registration together with the access password, after which it will be possible to activate the account on the Website. For security reasons, Members should change the access password when logging in for the first time.

4.6. After the registration of the Member Account, the Member will be able to make purchases in the Shop. To this end, the Member will provide, using the relevant form, the shipping address and the data necessary to issue a VAT invoice upon request. The Shop will not be liable for the untrue or incomplete data provided by the Member in the form.

4.7. In the course of filling in the registration form, before concluding a contract for the Loyalty Program membership, the Member will have the opportunity to read the Terms and Conditions and the Loyalty Program Terms and Conditions, as well as to download them. The Member can accept their content by ticking the appropriate box in the form.

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## **5. ORDERS**

5.1. When placing an order through the so-called "quick shopping" option (which does not require Registration) or after the Registration of a Member Account, the User is obliged to provide true data necessary for the processing of orders. The Shop reserves the right to verify the provided data by telephone or online.

5.2. In order for the Shop to accept an order for processing, it is necessary to correctly fill in the order form and to choose the purchase method referred to in Section 6.

5.3. Once the Shop has received an order, an automatic message will be sent each time to the e-mail address provided by the User confirming receipt of the order.

5.4. The placed order is then verified by the Shop's sales department, after which the User will receive another message informing that the order has been accepted for execution.

Upon receipt of the message informing that the order has been accepted for execution, the User will conclude a contract of sale of the ordered product with the Shop.

5.5. Until the order is processed, the User may make changes to the order or cancel the order. In order to do so, the User should contact the Shop - by phone at +48 61 610 31 44 or by e-mail at [customer@sportofino.com](mailto:customer@sportofino.com)

5.6. In the case of unavailability of a part of the ordered products, the User will be informed about the status of the order and will decide on the method of its execution, i.e. partial execution of the order or cancellation of the whole order. In the event of cancellation of the order or partial execution of the order, the Shop will return the received amount to the User's bank account in full or in the amount corresponding to the value of the unfulfilled order.

5.7. A limited number of products are intended for promotions and sales, and orders are processed in the sequence in which the confirmed orders are received, until the products intended for such sales are exhausted.

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## **6. PURCHASE METHOD**

6.1. In the order, the User selects the products to be ordered, specifies the place and method of delivery and the form of payment, and provides the invoicing details (if applicable).

6.2. In the event of a request for an invoice, the User shall provide the necessary data, however, the provision of the Tax Identification Number for the invoice shall be made no later than when placing the order.

6.3. In the case of correcting invoices, these Terms and Conditions shall constitute documentation agreeing on the terms of the correction within the meaning of Article 29a(13) of the Act of 11 March 2004 on Value Added Tax. The moment of lowering the tax base shall be the moment of issuing the correction invoice by the Organiser. The Organiser shall issue a correcting invoice after receiving the return of the goods (in the case of withdrawal from the agreement) or after accepting a complaint, which constitutes the fulfilment of the conditions for issuing and settling the correcting invoice.

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## **7. PAYMENT METHODS**

7.1. Users of the Polish version of the Website:

(a) if the product is shipped on the territory of the Republic of Poland, they can pay for the order:

i. "cash on delivery" (payment upon delivery) for orders up to the gross value of PLN 6,000 due to shipping restrictions of the shipping companies GLS Sp. z o.o. and DHL Parcel Polska Sp. z o. o.; or

ii. online payment - via mElements S.A. Available forms of payment: Visa, Visa Electron, Mastercard, Mastercard Electronic, Maestro;

iii. by "instant payment or card payment" via Przelewy24;

iv. with a gift card or voucher;

(b) in the case of shipping the product outside the Republic of Poland (the product is delivered to the following countries: Austria, Belgium, Bulgaria, Croatia, Czechia, Denmark, Estonia, Finland, France, Greece, Spain, the Netherlands, Ireland, Lithuania, Luxembourg, Latvia, Malta, Germany, Portugal, Romania, Slovakia, Slovenia, Sweden, Hungary, Italy), they can pay for the order:

i. by "instant payment or card payment" via Przelewy24.

7.2. Users using a language version of the Website other than the one referred to in Section 7.1 of the Terms and Conditions can pay for the ordered products:

i. by "instant payment" via PayPal and PayU S.A.,

ii. by "card payment" via braintree.com and PayU S.A.

or

iii. "cash on delivery" (payment upon delivery) for orders up to the gross value of CZK 40,000 / EUR 1500 / RON 5,000 due to shipping restrictions of the shipping companies (GLS Sp. z o.o. and DHL Parcel), for products shipped on the territory of Czechia, Slovakia or Romania;

iv. in addition, for purchases made using the German language version and purchases shipped to Germany and Austria, it is possible to pay using the Klarna.com deferred payment system.

7.3. In the case of bank transfers, the order number and the User's full name must be entered in the "transfer description" field.

7.4. In the case of choosing the payment option "instant payment or card payment" via mElements S.A., Przelewy24, PayPal or PayU S.A. the User should make the payment directly after placing the Order. Failure to make the payment within 2 Working Days following placement of the Order will result in rejection of the offer made by the Customer under the Order.

7.5. A refund in the event of a product shortage or Order cancellation will be made to the User's bank account as soon as the User provides its details.

7.6. In the case of a triple failure to collect the ordered goods by the User at the address specified by them, the Shop reserves the right not to offer the User the "cash on delivery" payment method and to offer other payment methods instead. The Shop would offer the "cash on delivery" option again if the failure to collect the ordered goods was due to circumstances beyond the control or not at the fault of the User, of which the User will inform the Shop by e-mail sent to the following address: [customer@sportofino.com](mailto:customer@sportofino.com).

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## **8. PRICES AND CHANGES TO THE OFFER**

8.1. The prices shown next to the respective product descriptions are denominated:

(a) in Polish zloty in the Polish language version of the Website;

(b) in euro in the English, French, German, Slovak and Italian language versions of the Website;

(c) in Czech koruna in the Czech language version of the Website;

(d) in Romanian leu in the Romanian language version of the Service;

and cover all their components, including due taxes in accordance with the applicable national legislation.

8.2. Product prices do not include shipping costs. Prices are changed by publishing new prices on the Website [www.sportofino.com](http://www.sportofino.com) and the changes are binding on the Shop from the moment of their publication and they do not affect the performance of contracts concluded as a result of orders placed earlier.

8.3. Users who want to purchase goods or services for the purposes of their business operations are obliged to provide their business name and NIP (tax identification number) in addition to the data indicated above. In such case, a VAT invoice will be issued to the buyer as a document confirming the sale. If a User makes such purchase without providing the above-mentioned data, it will not be possible to insert the data related to the User's business operations in the sales document after the document is issued. Users from the territories other than Poland who apply for an invoice related to their business operations are also obliged to provide an appropriate and valid identification number for intra-Community transactions, assigned by the Member State competent for the purchaser.

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## **9. SHIPPING TERMS**

9.1. Shipping is carried out in the manner selected by the User when placing the order to the delivery address indicated by the User. The User making the purchase has the right to indicate the shipping address of the ordered product also outside the borders of the Republic of Poland.

9.2. Shipping of products ordered in the Polish version of the Shop to an address in Poland is free of charge. For other configurations of purchase and shipping to other countries, the cost depends on the value of the shipment and the terms and conditions of the selected shipping company.

9.3. For the cost of shipping to respective countries, see the [table](#).

9.4. The lead time consists of the shipping time and the delivery time, which may vary depending on the selected payment method, shipping option and place of delivery.

9.5. The shipping time is as follows:

(a) in the case of "cash on delivery", the purchased product will be dispatched after the order has been checked by an employee of the Shop (up to 2 Working Days from the day of notifying the User about accepting the order for processing);

(b) in the case of payment before dispatch, i.e. in the case of selecting the "instant payment or payment by card" payment option, the purchased product will be dispatched within 2 Working Days from the moment the proper amount of payment is credited to the Shop's account. The above-mentioned shipping times do not include the day on which the Shop informs the User that the order has been accepted for execution.

(c) The shipping times referred to in Sections 9.5(1) and 9.5(2) may be extended in the case of picking from several warehouses; however, in any case, the shipping time should not exceed 14 Working Days.

9.6. The delivery time is the time within which the parcel is delivered, depending on the User's selected shipping option. Delivery is carried out by the shipping companies GLS Sp. z o.o. or DHL Parcel Polska Sp. z o.o. or by other entities indicated at the time of purchase. The expected delivery time is 1-2 Working Days in the case of an address in Poland. In the case of other countries, the time depends on the shipping company (for delivery times, see the [table](#) which forms an appendix to these Terms and Conditions). The dates presented in the table are the times declared by the shipping companies.

9.7. Delivery costs will be included as a separate item on the issued accounting document (VAT invoice or receipt). The User will be informed of the shipping costs before accepting the order. An up-to-date table of shipping costs, depending on the selected option, is available [here](#).

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## 10. NON-CONFORMITY OF PRODUCTS WITH THE CONTRACT AND WARRANTY

### CONSUMERS

10.1. The Shop will be liable to the User who is a Consumer for the lack of conformity of the product with the sales contract effective at the time of product delivery and disclosed

within two years from that moment, unless the expiry date of the product specified by the Shop is longer.

10.2. A product will be in conformity with the contract if its following aspects are in conformity with the contract, in particular:

(1) the description, type, quantity, quality, completeness and functionality and, in the case of goods with digital components, the compatibility, interoperability and availability of updates;

(2) suitability for a specific purpose for which it is needed by the Consumer, of which the Consumer has notified the Shop no later than at the time of concluding the sales Contract and which has been accepted by the Shop.

In addition, in order to be considered in conformity with the sales Contract, a product must:

(3) be suitable for the purposes for which a product of this type is typically used, taking into account applicable regulations, technical standards or good practices;

(4) be available in such quantities and have such characteristics, including durability and safety, and in the case of products with digital components, also functionality and compatibility, as those typical of a product of this type and which the Consumer may reasonably expect, taking into account the nature of the product and the public assurance given by the Shop, its predecessors in title or persons acting on their behalf, in particular in advertising or on the label, unless the Shop demonstrates that:

- it was not aware of such public assurance and, in its reasonable judgement, could not have known about it;
- prior to the conclusion of the contract, the public assurance had been corrected in accordance with the conditions and form in which the public assurance was given, or in a comparable manner;
- the public assurance did not influence the Consumer's decision to conclude the contract;

(5) be supplied with such packaging, accessories and instructions as the Consumer may reasonably expect to be provided;

(6) be of the same quality as the sample or design that the Shop made available to the Consumer prior to concluding the contract, and correspond to the description of such sample or design.

10.3. The Shop will not be liable for the lack of conformity of the product with the contract to the extent referred to in Section 10.2 above, if the Consumer, no later than at the time of concluding the Contract, has been clearly informed that a specific feature of the product deviates from the requirements of conformity with the contract in Section 10.2 above, and has clearly and separately accepted the lack of a specific feature of the product.

10.4. All products offered in the Shop are brand new and may also be covered by a commercial (manufacturer's) warranty.

10.5. The Shop does not offer commercial warranty for the products. If a guarantor provides a quality guarantee for a product, its terms and conditions are presented together with the product. Warranty rights are to be exercised in accordance with the terms and conditions contained in the warranty document accompanying the product.

10.6. If a product does not conform to the agreement, the User-Consumer, may request that the product be repaired or replaced.

The Shop may replace the product when the User demands its repair, or, conversely, repair the product when the User demands its replacement, if the solution selected by the User will not make the product compliant with the Agreement or would require excessive costs on the part of the Shop. If both repair and replacement of the product are impossible or would require excessive costs, the Shop has the right to refuse to bring the product into conformity with the agreement. The costs of repair or replacement, including, in particular, the costs of postage, transport, labour and materials, shall be borne by the Shop.

10.7 The User shall make the product to be repaired or replaced available to the Shop. The Shop shall collect the product from the User at its own expense.

10.8. If the product does not conform to the agreement, the User-Consumer may submit a demand for price reduction or withdraw from the agreement in the following cases:

10.8.1. The Shop has refused to bring the product into conformity with the agreement,

10.8.2. The Shop has failed to bring the product into conformity with the agreement,

10.8.3. The product continues to be in non-conformity with the agreement even though the Shop has tried to bring the product into conformity therewith;

10.8.4. The non-conformity of the product with the agreement is material to such a degree as to justify a demand for price reduction or withdrawal from the agreement without recourse to the remedies set out in clause 10.6. hereof;

10.8.5. The Shop's statements or circumstances clearly indicate that the Shop will not bring the product into conformity with the agreement within a reasonable deadline or without undue inconvenience to the User.

10.9. The reduced price must be in such proportion to the contract price as the value of the non-conforming product remains in relation to the value of the conforming product. The Shop shall reimburse the User the amount of the reduction immediately, but not later than within 14 days of receipt of the demand for price reduction.

10.10. The User may not withdraw from the agreement if the non-conformity of the product with the agreement is immaterial. Non-conformity of the product with the agreement is presumed to be material.

10.11. If only certain products supplied under the agreement are non-conforming, the User has the right to withdraw from the agreement only with respect to those products, as well as with respect to other products purchased by the User along with the non-conforming products, if the User cannot reasonably be expected to agree to retain only the conforming products.

10.12. In the event of withdrawal from the agreement, the User shall immediately return the product to the Shop at the Shop's expense. The Shop shall refund the price to the User immediately, but not later than within 14 days of receipt of the product or proof of its return.

10.13. The Shop shall refund the price using the same method of payment as the one used by the User, unless the User has expressly agreed to a different method of refund that does not incur any costs for the User.

## **BUSINESSES**

10.14. The Shop is obliged to deliver a product free from defects to the User who is not a Consumer.

10.15. The Shop will be liable to the User if the sold item is defective (statutory warranty).

10.16. The Shop will be liable under the statutory warranty if the physical defect is determined within two years following the delivery of the product. A claim for removal of a defect or replacement of a product with a defect-free one expires after one year from the date of determination of the defect. A User who is not a Consumer will lose their rights under the statutory warranty if such User fails to inspect the item after receiving it and fails to immediately notify the Shop of the defect, and in cases where the defect is only found at a later time, if the User fails to notify the Shop immediately after such determination.

10.17. If the product has a defect, the User who is not a Consumer may:

(1) submit a statement on price reduction or withdrawal from the contract, unless the Shop immediately and without undue inconvenience for the User replaces the defective product with a defect-free one or removes the defect. This restriction would not apply if the product had already been replaced or repaired by the Shop, or the Shop had failed to comply with the obligation to replace the product with a defect-free one or to remove the defects. Instead of the removal of the defect offered by the Shop, the User may request a replacement of the product with a defect-free one, or instead of replacing the product, the User may demand the removal of the defect, unless bringing the item into conformity with the contract in the manner chosen by the User is impossible or it would require excessive costs compared with the manner proposed by the Shop. When assessing the excessive costs, the value of the defect-free product, the type and significance of the identified defect, as well as the inconvenience to which other method of satisfaction would expose the User, will be taken into account.

(2) request that the defective product be replaced with a defect-free one or that the defect be removed. The Shop is obliged to replace the defective item with a defect-free one or to remove the defect within a reasonable time without undue inconvenience for the User. The Shop may refuse to satisfy the User's request if bringing the defective product to conformity with the contract in the manner chosen by the User is impossible or, in comparison with the other possible manner of bringing it to conformity with the contract, it would require excessive costs. The Shop may refuse to replace the item with one free from defects or to remove the defect also if the costs of satisfying this obligation exceed the price of the sold item.

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## **11. COMPLAINTS HANDLING PROCEDURE**

11.1. Non-conformity of the goods with the agreement complaints should be sent to: Reklamacje S'portofino, Panattoni Park VIII Magazyn S'portofino/SAT ul. Diamentowa 1 62-052 Komorniki, to the e-mail address: customer@sportofino.com.

11.2. Non-conformity of the goods with the agreement can be notified using the model complaint form ("complaint") available on the Website of the Shop and enclosed with the parcel. It is recommended that a document (or a copy thereof) confirming the purchase of the product in the Shop be enclosed with the non-conformity notification.

11.3. Due to the need for the Shop to assess the existence of a non-conformity of goods with the agreement can be notified using the model complaint form ("complaint") available on the Website of the Shop and enclosed with the parcel. It is recommended that a document (or a copy thereof) confirming the purchase of the product in the Shop be enclosed with the non-conformity notification., along with notification of a defect, the product must be delivered to the address: Reklamacje S'portofino, Panattoni Park VIII Magazyn S'portofino/SAT ul. Diamentowa 1 62-052 Komorniki.

11.4. The User shall have the right to make warranty claims within 2 years of the date of delivery of the products purchased in the Shop, unless the product's shelf life specified by the Shop is longer. The product subject to the complaint must be sent in a condition that meets minimum cleanliness and hygiene requirements, allowing the product to be inspected in connection with the complaint.

11.5. The Shop shall process with the User's complaint within 14 days of its receipt. The User will be informed of the consideration of the complaint by e-mail, by telephone or in writing. Failure to notify the User of the result of its consideration within the above period will be considered an acknowledgement of the complaint.

11.6. The User's rights account of non-conformity of the goods with the agreement do not exclude, limit or suspend the User's rights under the commercial warranty provided by the guarantor - under the terms indicated in the warranty document.

11.7. The complaint handling procedure described in Sections 11.1 to 11.6 will apply accordingly to warranty claims, excluding the provisions of the second sentence of Section 11.5.

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## **12. OUT-OF-COURT DISPUTE SETTLEMENT PROCEDURES**

12.1. If the complaint procedure referred to above is exhausted, the User being a Consumer will have the right (in addition to the possibility to pursue their claims in court) to use out-of-court methods of handling complaints and pursuing claims. The rules regarding the possibility to use these claims and to access the procedures are available at the offices and on the websites of powiat/city consumer ombudsmen, Voivodeship Trade Inspectorates and social organisations whose statutory task is consumer protection. In addition, information is available at the website of the Office of Competition and Consumer Protection: [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php).

12.2. In particular, the User who is a Consumer has the right:

(a) to apply to the permanent consumer court of arbitration referred to in Article 37 of the Act of 15 December 2000 on Trade Inspection (Dz.U. of 2020, item 1706) for settlement of a dispute arising from a concluded sales contract;

(b) to apply to the Voivodeship Trade Inspector, pursuant to Article 36 of the Act of 15 December 2000 on Trade Inspection (Dz.U. of 2020, item 1706) for initiation of mediation proceedings regarding an amicable settlement of the dispute;

(c) to contact the powiat/city consumer ombudsman or one of the social organisations whose statutory task is consumer protection.

12.3. The register of entities competent for the proceedings is kept by the President of the Office of Competition and Consumer Protection and is available on the Office's website at: [https://uokik.gov.pl/rejestr\\_podmiot\\_uprawnionych.php](https://uokik.gov.pl/rejestr_podmiot_uprawnionych.php).

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## **13. RIGHT TO TERMINATE A DISTANCE CONTRACT**

13.1. You have the right to withdraw from a distance contract within 30 days without giving any reason. In order to exercise your right of withdrawal from the contract, you must inform us of your decision by submitting an unequivocal statement (for example, a letter sent by post or email). You may use the model withdrawal form. However, this is not obligatory. In order to meet the deadline for withdrawal from the contract, it is sufficient to send the statement referred to above before the expiry of the aforementioned deadline.

In the event of withdrawal from the contract, we shall refund all your payments, including the costs of delivery of the goods (with the exception of the additional costs resulting from your choice of a delivery method other than the cheapest standard delivery method offered by us), without delay and in any event not later than 14 days from the day on which we

were informed about your decision to exercise your right of withdrawal from the contract. We shall refund the payments using the same means of payment as the one used in the original transactions, unless you have expressly agreed to another solution. In either case, you will not incur any charges in connection with the refund.

At the same time, we would like to inform you that in the case of withdrawal from the contract, Participants with a Loyalty Programme Participant Account, using the return forms made available by us (after logging into their account on the Website), do not bear the costs of returning the goods to the Shop, while Users who are not members of the Loyalty Programme bear the direct costs of returning the goods to the Shop.

In the case of a contract for multiple products that are delivered separately, in batches or in parts, the deadline for withdrawal from the contract shall be calculated from the date of taking possession of the last product, batch or part thereof. For your convenience, we suggest that you terminate the contract by e-mail, by telephone or by sending a notice in writing to: Zwroty S'portofino, Panattoni Park VIII Magazyn S'portofino/SAT ul. Diamentowa 1 62-052 Komorniki. In addition, each Member has the option to submit such notice via the online form available in the Member Account under "My Returns" tab.

13.2. In the event of an effective termination of the contract in this manner, the sales contract will be deemed not to have been concluded and whatever the Parties have rendered will be returned immediately.

13.3. The product returned by the User should be adequately packaged so as to ensure that it is not damaged during delivery. Users are encouraged to use the original product packaging.

13.4 In the case of cash-on-delivery payment, the payment shall be returned by transfer to the account indicated by the User.

13.5. The User must return the product to the Shop or deliver it to a person authorised by the Shop to collect it immediately, yet no later than within 14 days from the date on which the User terminated the contract, unless the Shop offers to collect the product on its own. In order to keep the 14-day time limit referred to in the preceding sentence, it is sufficient to send the product back to the Shop before its expiry.

13.6. Products should be returned to the Shop's address: Zwroty S'portofino, Panattoni Park VIII Magazyn S'portofino/SAT ul. Diamentowa 1 62-052 Komorniki, Poland.

13.7. Unless the Shop offers to collect the product on its own, it may withhold the refund of payments received from the User until it receives the product back or until the User delivers proof of its return dispatch, whichever occurs first.

13.8. The right to withdraw from a distance contract does not apply to the Consumer in the cases described in Article 38(1) of the Consumer Rights Act. In particular, this right does not apply to contracts 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.

13.9. The consumer shall be liable for any reduction in the value of the Goods resulting from their use in a manner exceeding that necessary to ascertain the nature, characteristics, and functioning of the Goods, in accordance with Article 34(4) of the Consumer Rights Act.

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## **14. TECHNICAL CONDITIONS OF WEBSITE USE**

14.1 The use of the Website is possible provided that the ICT system used by the User or Member meets the following minimum technical requirements:

(a) use of the current versions of the browsers: Mozilla Firefox, Chrome, Opera or Microsoft Edge with Java, JavaScript, Adobe Flash Player applets and cookies enabled.

14.2. If the technical requirements of the User's or Member's browser are not met, the Shop will inform the User or Member of this fact by a separate message upon entering the Shop's Website, at the same time informing them of the need to install or to update the respective browser.

14.3. In order to place an order with the Shop via the Website and to use the services available on the Website, the User or Member must have an active e-mail account.

14.4. Specific risks associated with the use of the services of the Website by the Users or Members include the use of the services without applying the safeguards described in the browser documentation of the User's or Member's computer. This applies in particular to mechanisms that extend browser capacities by functions beyond the HTML standard. If browser security is not properly configured, there is also the possibility of interception of data sent to and from the web server.

14.5. In addition, the use of the services provided online requires the provision of basic information about the User's or Member's computer, such as: IP address, domain, address of the previously visited website (the page from which the User or Member connected to the given Service by selecting the relevant link), the browser and the operating system used by the User or Member etc.

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## **15. FINAL PROVISIONS**

15.1. This version of the Terms and Conditions is effective as of 01.02.2026.

15.2. In matters not regulated by these Terms and Conditions, in particular the conclusion and performance of sales contracts, provisions of the Civil Code, the Act on consumer rights or other applicable legislation will apply. In particular, in the event that any provision of these Terms and Conditions is inconsistent with mandatory legislation in the Consumer's country of origin, such legislation will take precedence over the Terms and Conditions and it will be directly applicable, protecting the Consumer's interests regardless of the choice of governing law or any provisions of the Terms and Conditions to the contrary.

15.3. If it is necessary to amend the Terms and Conditions due to changes in payment methods, delivery methods and rules, conditions for the conclusion of contracts, complaint procedure, the need to introduce changes clarifying the provisions of the Terms and Conditions, amendments to the generally applicable legislation and other provisions, the changes of which affect the performance of the concluded contracts, the Shop undertakes to inform the Users and Members of this fact at least 14 days before such amendments are due to take effect, by posting the text of the amended Terms and Conditions on the Shop's Website and sending a notice to the e-mail address or to the delivery address provided by the User or Member. In such a situation, the amendments will not in any way affect the rights acquired by the User or Member before the date of entry into force of such amendments, which means that the Terms and Conditions effective as of the time of the conclusion of the contract will apply to contracts that have been concluded and performed.

15.4. Any disputes that may arise from these Terms and Conditions or sales contracts will be settled by the competent common court.