

Shopping Terms & Conditions

§ 1 Introductory Provisions

1. In accordance with the requirements of the Act on the provision of services by electronic means of 18 July 2002 (Journal of Laws No 144, item 1204) and the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827) (the "Act"), the Company forms the terms and conditions for the sales of Products (hereinafter referred to as the: **Terms & Conditions**) purchased via the Internet domain www.wellu.eu. Sales in countries other than Poland are carried out in accordance with applicable local and European provisions.
2. The owner of the internet domain [www.wellu](http://www.wellu.eu) ("**WellU.eu**") is **WellU, a limited liability company**, based in Gdynia, 280 Wielkopolska Street, 81-531 Gdynia, entered in the business register of the District Court in Gdansk, 8th Commercial Division under the number KRS 0000354591, Tax ID 586-225-16-36, REGON 220970076 with a share capital of PLN 57,750.00 (**the "Company"**).
3. The Seller of the Products indicated in WellU in Poland is the Company, regardless of the place in which it has a registered address or the residential address of the Buyer and without regard to the place of delivery.
4. The User is an entity that uses the WellU.eu website or acquires Products through the WellU website ("**User**").
5. The entity performing the technical supervision of WellU is the Company.

§ 2 Offered Products

1. The Company allows the purchase of goods via the WellU website using the Internet.
2. The Company allows the purchase of goods via the website at www.wellu.eu, whereas through the designated website it is only possible to acquire goods that are indicated on it as available goods ("**Products**").
3. Any information regarding the Products, including in particular, catalogues, folders, brochures and any other information or advertising material as well as information on the WellU Shop's website does not constitute an offer within the meaning of the law, and is only an invitation to negotiate.
4. All copyrights to elements described in paragraph 3 above belong to the Company or entities to which the Company has the right to use them on a separate basis. Copying elements described in paragraph 3 above or their use in a manner not expressly prescribed in these Terms & Conditions is subject to liability for damages, including in particular the obligation to deliver any benefits to be obtained in connection with the illegal use of the elements described in the paragraph 3 above as well as criminal liability provided for by relative regulations.

§ 3 Conditions for the conclusion and termination of the Product purchase agreement

1. Conclusion and termination of the Product purchase agreement is carried out via WellU subject to paragraph 3.
2. The order of a Product requires the User to submit:
 - a. first and last name
 - b. address (street, city, postal code)
 - c. e-mail address
 - d. tax ID number (optional)
 - e. contact phone number

3. An Agreement will be concluded on condition that the information referred to in paragraph 2 above is provided, after confirming that the Terms & Conditions have been read and accepted, at the moment WellU confirms the implementation of the order for the acquired Product in WellU under the conditions described in paragraph 4 below. In order to accelerate the possibility to use WellU, the User can create a personal account in the WellU system that will store the data referred to in point 2 above. In order to benefit from this facility, the User should register on his own individual account. The provisions relating to the provision of services for setting up and maintaining individual User accounts are contained in section 3¹ below.
4. The submission date of a complete order is considered the date when the User fulfils all the requirements listed below:
 - a. Orders with the payment option “cash on delivery” or “cash”:
 - i. The placement of an order is understood as selecting a Product in WellU,
 - ii. The Company sends confirmation of accepting the order by e-mail to the address provided by the User.
 - b. Other orders:
 - i. The placement of an order is understood as selecting a Product in WellU,
 - ii. The Company sends confirmation of accepting the order by e-mail to the address provided by the User,
 - iii. Payment for the order, understood as the funds have been credited to the Company’s account, sending an irrevocable bank transfer confirmation or the Company receiving confirmation regarding a successful transaction in the case of Electronic Transaction Systems.
5. Orders referred to in point 4b above that are not paid within (7) seven days, counting from the day after placing the order, understood as selecting a Product, will be automatically cancelled. An order is considered to be paid for when the price for the Product or Products is received in full on the account of the Company in accordance with the provisions of paragraph 4 above as well as paragraph 6 below.
6. An order placed by a User should be paid according to the e-mail received confirming its acceptance, in which the Company indicates the total amount to be paid, the currency and the account to which payment is to be made. In case payment is not made in full as well as to a wrong account, any underpayment is borne by the Customer and must be paid in order to implement the order. In the event of overpayment for the benefit of the Customer, the Company undertakes to immediately return the overpayment but not later than within 7 days.
7. A VAT invoice will be issued in accordance with the law after indication of the data in accordance with paragraph 8 of these Terms & Conditions.
8. In order to receive a VAT invoice for a Product purchased in WellU, the User should fill in the form on the WellU website with the data of the entity necessary to issue an invoice and an e-mail address and data in accordance with paragraph 2 above.
9. The Product ordered by the User will be immediately sent by the Company to the address indicated by the User, but not later than within 7 working days from the date the Company receives receipt of the amount equivalent to the Product purchased in accordance with paragraphs 4 and 6 above, unless in the description of the Product another date is stated. The User may also select the option to personally pick up the Product at the location indicated by the Company. In such case, in order to pick up the Product the User is required to present a picture ID and a representative of the company positively verify the User’s identity.
10. Next to each Product that is available in WellU may appear an estimated time of Product shipment. This time does not include the time necessary to compile the order and is calculated to the moment when the parcel is given to the courier.

11. Together with the ordered Product the User will receive a VAT invoice, if such option to receive a VAT invoice was selected in accordance with paragraphs 7 and 8 above; otherwise the User receives a receipt. For registered Users, the Company also provides the opportunity to view issued invoices and receipts on-line after the User logs into his personal account on WellU.
12. Orders referred to in paragraph 4a. above, not picked-up due to reasons attributable to the User will be cancelled. In this case, the Company shall be entitled to block the User's ability to purchase Products using the "cash on delivery" method.
13. Users who are at the same time Business Partners of WellU Group GmbH on the principles described in separate Terms & Conditions of Cooperation, are entitled to make payment for purchased Products by deducting the price for the given Product(s) from payment due to them from WellU Group GmbH commissions, via a special functionality in the online Shop (if such functionality is active). In this case the payment for orders referred to in § 3 paragraph 4 point b sub point iii above shall be considered as accounted for in the Shop system as a method of payment. Such a method of payment is possible only if the amount of receivables due for the payment of the commissions is sufficient to cover the price for the purchase of Products selected for this type of payment.

§ 3¹ Registration of User account

1. Users have the possibility to set up in the WellU Shop a personal User account by registering in the WellU Shop. Registration and creation of an account in the WellU Shop is not, however, a condition for placing an order in the WellU Shop and conclusion of a Sales agreement.
2. Registration occurs by completion and acceptance of the registration form provided on the site of the WellU Shop, in which the User must provide the following information: first and last name, address (street, number, locality, together with the postal code), e-mail address, contact telephone number and Password.
3. The condition of registration is consent to the Terms and Conditions as well as the provision of mandatory information.
4. The Agreement for the use of the WellU Shop account by a registered User is free, concluded by registering the User account. The Agreement for the use of the WellU Shop is concluded with a registered User for an indefinite period, but not more than to the date the User account is deregistered, and each of the parties may terminate it with a fourteen day notice period. The Agreement shall always be terminated at the moment of deregistering the User account on the WellU Shop website. The User may then on separate principles modify his status in the WellU Shop by additional paid options, which offer modifications of offers for a given User with regard to each notification given to the User.
5. A registered User may at any time terminate the Agreement for using the WellU Shop account by deregistering the User Account or by terminating the agreement for the use of the account. In addition to the above, a registered User who is a consumer within the meaning of the Civil Code has the right to withdraw from the agreement for the use of the account within 14 days from the date of its conclusion without incurring any costs for such. Withdrawal can be made in any manner, also by using the form constituting Annex No. 2 of the law on Consumer Rights of 30 May 2014 (Journal of Laws of 24.06.2014, item 827) or via e-mail by writing to the address info@wellu.eu.
6. The Company may withdraw the User's right to use the WellU Shop via his individual account, and may also restrict his access to parts or all of the WellU Shop with immediate effect in the event of a breach by the User of the Terms & Conditions, and in particular, when the User:

- a. gave at the time of registration in the WellU Shop information that is false, inaccurate, outdated, misleading or a violation of third party rights,
 - b. slandered third parties through the WellU Shop, in particular slander of other WellU Shop Users,
 - c. committed other behaviour incompatible with applicable law, good practices, the principles of social coexistence or detrimental to the good name of the Company, its employees, co-workers or contractors.
7. A person who has been deprived of the right to use the account may not re-register without the prior consent of the Company.
8. A User using the WellU Shop via his account is required in particular to:
- a. not provide or transmit content prohibited by law,
 - b. to refrain from any activities such as sending or posting within the WellU Shop unsolicited commercial communication,
 - c. use the WellU Shop in a manner without disrupting its functioning,
 - d. use all content posted within the WellU Shop only for personal use,
 - e. use the WellU Shop in a manner consistent with the provisions of the Terms & Conditions and the provisions of applicable law in the territory of the Republic of Poland and the country (place of residence or seat) of the User.

§ 4 Return of Purchased Products

1. In accordance with the law, a User buying a Product and being a consumer within the meaning of the Civil Code concluding an agreement at a distance has the right to withdraw from the agreement without giving a reason and return the goods purchased within 14 days from the date of receipt of the shipment, subject to paragraph 8 below.
2. Reporting the desire to withdraw from the agreement takes place through declaration, which occurs before 14 days from the receipt of the shipment; to comply with the time limit, simply send a statement before its expiry.
3. The Company encourages the use of the prepared withdrawal form constituting Annex 1 to these Terms & Condition and is available online at: <https://wellu.eu/news/downloads.html>
The User is entitled to withdraw from the agreement in another manner than the form referred to in the previous sentence. Use of the form is encouraged and will facilitate the agreement withdrawal process.
4. Payment for the return will be sent within 14 calendar days to the bank account specified on the return form. If a bank account is not provided, payment will be made by transfer to the User's bank account from which payment of the price was made, and in the absence of such an account - a money order, unless the Company determines with the Customer another form of return.
5. If the User has selected a method to provide items other than the cheapest usual delivery method offered by the Company, the Company shall not be obliged to reimburse the consumer his incurred additional costs.
6. The User has the responsibility to return the Product to the Company or deliver it to a person authorised by the Company to immediately receive it, but not later than 14 days from the date of withdrawal from the agreement. To comply with this time limit, simply return the items before the expiry of this period.
7. The User is responsible for a reduction in the value of items as a result of the using them in a manner which goes beyond the need to establish the nature, characteristics and functioning of the items.

8. The right of withdrawal from the agreement referred to in this paragraph is not granted to a User who is a consumer within the meaning of the Civil Code in respect of agreements:
 - a. which subject matter is a non-prefabricated item, manufactured according to the specifications of the User or used to meet his individualized needs,
 - b. which subject matter are sound or visual recordings or computer programs delivered in a sealed package, if the packaging has been opened after the delivery,
 - c. for the delivery of newspapers, periodicals and magazines, with the exception of a subscription agreement,
 - d. in other cases provided for by law, if the conditions provided for in the law are met.
9. In the situation when a User withdraws from the Product purchase agreement, and a VAT invoice has been issued, a corrective invoice will be issued.

§ 5 Claims

1. After receipt of the Product shipment the User should carefully check the package and Product, and immediately inform the Company about any possible defects. If a Product shows signs of damage at receipt, then in the presence of the courier a protocol should be written and return the defective Product to the Company via courier to the Company address or refuse to accept a package that is visibly damaged.
2. Filing a claim shall be made:
 - a. Electronically on the e-mail address:
 - for Products sold to a User with a place of delivery in Poland, Germany and the UK: poland@wellu.eu
 - for Products sold to a User with a place of delivery in the Czech Republic: czech@wellu.eu
 - for Products sold to a User with a place of delivery in Slovakia: slovakia@wellu.eu
 - for Products sold to a User with a place of delivery in Spain: spain@wellu.eu
 - b. By post to the Company address, by filling in a form, which specimen is available on the Internet at:
<https://wellu.eu/news/downloads/396,file,zgloszenie-reklamacyjne.pdf>
3. The subject of the claim is the purchase of a Product from the Company that is not in accordance with the conditions and principles set out in these Terms & Conditions.
4. The basis for the claim may only be a Product defect, for which, in accordance with generally applicable provisions of law, the Company is responsible.
5. The claim should include an indication by the User and a brief description of the objections.
6. If the claim needs to be completed, the Company requests the User to provide details relating to the implemented order and/or to send the claimed Product to the Company address if the assessment of the claim requires it.
7. The Company examines the claim within a period of up to 14 days from the date of its receipt.
8. In the event of a failure to examine a claim within the above time period, the Company shall inform the User giving the reason for the extension of the deadline and the expected time to respond. The preceding sentence shall not apply to Users who are consumers in the understanding of the civil code.

9. In the case where, on the basis of the claim, a refund of payment made by the User is required, the Company will refund the account number from which the User made payment or send to another account number indicated by the User. In the case of payments via Electronic Transaction Systems, the refund will be made to the account number indicated by the User.

§ 6 Disclaimer

1. The Company reserves the right to temporarily suspend the distribution of Products in WellU to carry out maintenance work or because of their temporary unavailability. The suspension does not affect orders made prior to the suspension. Users will be notified regarding each case of suspension by an appropriate message on the WellU website.

§ 7 Personal Data

1. At the time of purchase or registration in the WellU system, the User's personal information shall be stored in the Company's database of personal information. The data is processed in order to complete the transaction for the purchase of the Product.
2. In the process of placing an order or registration, the User may also consent to the processing of personal data for marketing purposes, in particular for special offers and promotions.
3. The User may also consent to receiving commercial information on the e-mail address and mobile phone number submitted, in accordance with the Act on the provision of services by electronic means. Consent to receive commercial information may be revoked at any time.
4. The Administrator of personal data is the Company within the collection of personal data reported to the Inspector General for Protection of Personal Data.
5. The User has the right to access their personal data and the right to request correction and deletion. The User has the possibility to independently correct the data by editing the data in the User profile on WellU.eu
6. Personal data shall be processed in accordance with the provisions of the Act of 29 August 1997 on the protection of personal data. Data submission is voluntary.

§ 8 Automatic Data Collection

1. The Company indicates that during the course of the visit in the WellU website data is automatically collected concerning this visit, such as the IP address, the domain name, the browser type, the type of operating system, etc. This information is not personal data.
2. Data that is collected automatically may be used to analyze the behaviours of Users in WellU or to collect demographic information about Users.
3. Cookies are short pieces of information that WellU saves on the hard disk of the User's computer, thanks to which the Company receives information about the User's activity in WellU.
4. Cookies do not adversely affect the performance of the computer; they do not destroy, change or damage in any way its contents. Any possible User identification is impersonal - this data only concerns the manner and form of using WellU.
5. Accepting cookies is not mandatory to use WellU. The User has the right to refuse storing cookies on the computer. Each web browser offers the ability to automatically reject cookies. For example, in the web browser called Internet Explorer in order to refuse saving cookies,

select the option "Tools" / "Internet Options" / "Privacy" / "Advanced" / "Block cookies". Using the same web browser you can also delete cookies on the computer by selecting the option "Tools" / "Internet Options" / "General" / "Delete cookies".

§ 9 Final Provisions

1. This regulation is available for each User.
2. Regardless of any other provisions of these Terms & Conditions, it is prohibited for Users to provide illegal content.
3. The rights and obligations to the User account in the WellU Shop cannot be transferred to a third party without the written consent of the Company, which the Company may grant at its own discretion.
4. The minimum technical requirements necessary to use the WellU system is: a computer with an operating system installed as well as access to the Internet and a web browser. The Company may make changes to the Terms & Conditions for important reasons. The amendments may be dictated by changes in technological, legal, economic or organizational aspects for running the Company as well as changes in the structure or in the content of the WellU Shop website or the Company's offer. Any changes to the Terms & Conditions will be communicated to Users on the WellU Shop website and will take effect within 14 days from the date of notification of Users of the changes, including through publishing the new content of the Terms & Conditions on the WellU Shop website, with notification of content changes.
5. Registered Users shall be informed of changes to the Terms & Conditions also by e-mail and have 14 days from the date of the notification for termination of the agreement for the use the WellU Shop website by liquidation of the User account or by termination within the time limit specified in the Terms & Conditions, if the User does not agree to the changes. A change in the Terms and Conditions shall not constitute grounds for withdrawal from the Product purchase agreement, unless the change has an impact on the rights and obligations of the parties arising from such agreement.
6. The applicable law for the parties of the agreement concluded on the basis of these Terms & Conditions is Polish law.

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Please be advised that at <http://ec.europa.eu/consumers/odr> there is online platform for the settlement of disputes between consumers and entrepreneurs (ODR platform). The ODR platform is a website with a service point for consumers and entrepreneurs seeking a non-judicial settlement of a dispute concerning contractual obligations arising from an online sales or service agreement.

At the same time we'd like to remind you that our email address for contact with customers is info@wellu.eu

