

# Terms and Conditions for the

## ABE BOOKS Internet Store [www.abe.pl](http://www.abe.pl)

### I. GENERAL PROVISIONS

1. The ABE Books on-line store operating under [www.abe.pl](http://www.abe.pl), conducts sale by means of the Internet. The internet store belongs to and is operated by the Company ABE Books Sp. z o.o. with its site in Warsaw, Plac Bankowy 4, 00-095 Warsaw, registered with the Register of Entrepreneurs by the Warszawa Municipality District Court, XII Department of Commerce (Sąd Rejonowy m.st. Warszawy, XII Wydział Gospodarczy) under the Entry no. KRS 0000116733, with the capital of 300.000 zł, NIP 526-02-10-116, REGON: 011545099, tel. +48 22 654 06 75, fax +48 22 652 07 67, mail address: [info@abe.pl](mailto:info@abe.pl)
2. Definitions:
  - a) **Internet Store** - ABE BOOKS internet store operating under the address of [www.abe.pl](http://www.abe.pl);
  - b) **The Company** - the Company ABE Books Sp. z o.o. with its site in Warsaw, Plac Bankowy 4, 00-095 Warsaw, registered with the Register of Entrepreneurs by the Warszawa Municipality District Court, XII Department of Commerce (Sąd Rejonowy m.st. Warszawy, XII Wydział Gospodarczy) under the Entry no. KRS 0000116733, with the capital of 300.000 zł, NIP 526-02-10-116, REGON: 011545099;
  - c) **The Customer** – a physical person, who has full or limited legal rights, legal person or organizational unit not having legal entity, that makes shopping in the Internet Store;
  - d) **Civil Code** – Civil Code Act from 23 April 1964 with amendments (Dz.U. from 2014 pos. 121);
  - e) **Consumer** – an entity in accordance with the provision of Article 221 of the Civil Code and in accordance with the Code concerning consumers rights from 30 May 2014 (Dz. U. from 24 June 2014 with amendments);
  - f) **Account** – subsite of the Internet Store created by the Customer by registration in the Internet Store, which consists of the Customer's data and history of orders;
  - g) **Private Policy** – a document informing about a type and method for processing personal data by the Company;
  - h) **Consumer Act** – Act concerning consumer rights from 30 May 2014 (Dz. U. from 24 June 2014 with amendments);
  - i) **Personal Data Protection Act** – Act from 29 August 1997 concerning the protection of personal data (Dz. U. from 2002, Nr 101, pos. 926 with amendments);
  - j) **Goods** – products, which are sold in the Internet Store.
3. Terms and Conditions govern the use of the Internet store, which allows customers to learn about the products, prices and availability of products, as well as to place orders, conclude the sales agreement or other agreements, which concern providing services in the scope of

goods of the Internet Store, as well as stipulating conditions for making complaints and withdrawals from the agreement.

4. The use of the Internet store is possible under the condition of fulfilling the following minimal technical conditions by the tele-informatic system of the Customer: application with the access to internet and updated search engine WWW: Chrome, Firefox, Safari, Opera or Edge.
5. Provisions of the Regulations do not breach any laws to which the Customer is entitled, on the basis of general legal regulations.
6. The customer using the Internet store is bound to comply with the following Regulations.

## **II. USING THE INTERNET STORE**

1. The use of the Internet store is possible after the Customer registration to the Account.
2. Registration of the Account requires from the Customer to remotely fill in a proper electronic form, which is available on the website of the Internet Store, by introducing required data, including personal data, such as: address of the electronic mail (e-mail).
3. In the process of registration to the Account, the Customer decides on and enters the login and the password by him/herself. Moreover, the registration of the Account requires the acceptance of the Customer (by ticking proper boxes of choice) statements concerning the knowledge of: Terms and Conditions, Private Policy and a Clause concerning processing personal data of the Customer by the Internet Store with the aim to register the Customer and manage the Account as well as with the aim to fulfill orders.
4. The Customer bears full responsibility for giving third parties the login and the password, including content placed by these third parties. Sales agreements or service agreements in the frame of goods of the Internet Store, in connection with orders placed by third parties by using the Account of a particular Customer, for reasons not attributable to the Internet Store, are treated as concluded on behalf of the Customer and bear the legal binding on that particular Customer.
5. The Account is allocated to the Customer. The Customer has the right to register only one Account.
6. In the Customer Account, the Internet Store provides the history of orders placed in the Internet Store.
7. With the aim to provide secure communication, especially during the process of placing orders, the Company will undertake technical and organizational means adequate to the

level of security danger of the Internet store, especially by providing coded transmission channel between the server and the search engine WWW of the customer.

### **III. PLACING AN ORDER**

1. After placing an order (after registering the Account and login into the Account by using the appropriate login and password), the Company provides the Customer, being the Consumer, the following information about:
  - a) main features of the Company provision,
  - b) registration and contact data of the Company,
  - c) total price or remuneration for Goods together with taxes, and if the type of Goods does not allow for an early reasonable estimation of the value-method, in which they will be calculated, as well as the transport fees, delivery postal services or other costs, and when it is not possible to estimate these costs – about the obligation to these fees;
  - d) method of communication with the Customer,
  - e) marking the Internet Store,
  - f) rights to withdraw from the agreement,
  - g) time, when the agreement is in force and the reasons for terminating the agreement,
  - h) costs of returning goods as well as the Company costs in case of withdrawing from the agreement;
  - i) cases with no rights to withdraw from the agreement;
  - j) obligation of the company to deliver goods without any faults,
  - k) existence and content of guarantee and after sales services and the possibility of their realization,
  - l) amount and method of placing a deposit or providing other financial guarantees, which the consumer is obligated to meet on the request of the company,
  - m) functionality of the digital content and technical means of its protection,
  - n) important inter-operational digital content with the computer equipment and software, about which the Company knows or should know,
  - o) possibility to use out of the court methods to consider a complaint and pursue a claim as well as rules to access to these procedures.
2. In order to purchase the chosen Goods, after registering the Account, you should:
  - a) place the chosen products into the basket,
  - b) choose the way and the form of payment,
  - c) fill in the order form giving the delivery address, the address on the invoice, telephone number and the e-mail address,
  - d) accept the order form and confirm the obligation to pay resulting from it.
3. The orders can be placed 24 hours a day, all year long. In case of placing an order during the weekday after 2.00 p.m. as well as on Saturdays, Sundays or Public Holidays, the realization of the orders will commence on the following working day. The acceptance of an order will

be confirmed in the form of an e-mail message. The realization of an order starts after receiving the confirmation of an order by the Internet store:

- a) in case of orders paid on delivery – in the moment of placing an order by the Customer,
  - b) in case of orders paid by money transfer – after receiving payments in full amount to the bank account given in the order,
  - c) in case of orders paid by credit cards – in the moment of the card authorization. Personal data provided by the customer in the order form are protected according to the applicable law.
4. The Company is obligated to send the order confirmation to the Customer, which will be sent to the Customer by the Internet store by means of an electronic mail, no later than within 2 days from the date of placing an order. The sales agreement comes into effect and into force between the Customer and the Internet store with the moment of delivering "Order Confirmation" to the server of Customer's electronic mail (electronic message e-mail on the subject "Order Confirmation"). The delivery date of the electronic mail in the subject of „Order confirmation" is understood to be the date, when the mail was received on the electronic mail server provided by the Customer in the electronic Order form or in the Account data.
5. At the latest, when the Customer expresses his consent to be bound by an agreement, that is placing an order, the Company has the obligation to receive a clear acceptance from the Customer for every single additional payment which is beyond the agreed remuneration for the main agreed duties of the Company. In case of not receiving a clear acceptance from the Customer by the Company, the Customer has the right to get back the already paid additional payment.

#### **IV. REALIZATION OF AN ORDER**

- 1. The date for the realization of the order is indicated on the Internet store pages, together with the information concerning every product.
- 2. In case of prolonged realization of the order, the Company will inform the Customer about the date of sending the parcel by a foreign contractor.
- 3. The Company will consider a placed order in terms of the possibility of its realization. The condition to confirm the order is the availability of the product (in the warehouse or the possibility to place an order for it).
- 4. The Company commits itself to delivering the ordered goods without any faults.
- 5. In cases, where the realization of the part or whole order is not possible due to circumstances, for which the Company is not responsible, it will inform the Customer immediately (by electronic mail or by telephone) about the possibility:
  - a) to cancel the order in total – than the order is regarded as not placed, or,

- b) will offer the Customer the cancellation of the order in part, in which the realization is not possible. After receiving the proposal from the Company to cancel the order in part, the Customer can confirm in a written form (electronic mail) the agreement for partial cancellation of the order within 7 calendar days. If the Customer does not inform the Internet Store about its confirmation for the cancellation within the mentioned period, the order will be treated as cancelled in full by the Customer.
- 6. In cases stipulated above, the Customer resigns from part of the order, and in this consequence the value of the order falls below the level of free delivery, the costs of delivery will bear the Company.
- 7. The Customer can cancel the order without losing the prepayment in cases, if:
  - a) the deadline for the realization of the order was extended due to reasons depending on the Internet Store,
  - b) the deadline for the realization of the order was extended due to reasons depending on the deliverer, and at the same time the order was not sent by the deliverer,
  - c) the final price is higher than the price agreed when placing an order.
- 8. The cancellation of the order should be placed in a written form or by e-mail.
- 9. Fulfilling the service not ordered by the Customer, bears the risk on the Company and does not impose any obligations on the Customer.

## **V. FORMS OF PAYMENT**

- 1. On the territory of Poland, the Customer can pay for the goods:
  - a) personally, by cash, payment or credit card when picking up the order from chosen ABE BOOKS bookstore by the Customer,
  - b) personally, by cash in case of delivering the order by the courier company
  - c) by electronic money bank transfer (the Company's account number: SANTANDER BANK POLSKA S.A. 21 1090 1043 0000 0001 4770 6738) or by credit card – realization of the order commences after receiving the confirmation of correctly performed operation by the Internet Store.
- 2. Outside Poland the Customer can pay for goods by electronic money bank transfer (the Company's account number: SANTANDER BANK POLSKA S.A. 21 1090 1043 0000 0001 4770 6738) or by credit card – realization of the order commences after receiving the confirmation of correctly performed operation by the Internet Store. The Customer pays before the delivery.
- 3. The Customer can take advantage of a discount code received from the Company, Company representative or partner companies of the Company.

## **VI. PREPAYMENTS**

1. In case of orders from the Customer for the second hand books or American books, the condition to accept an order for realization is to make a prepayment in the amount of 30% of the total value of the order. The prepayment is not subjected to any interest and is the security of the Company in case of the lack of payment for Goods from the Customer in the scope of costs incurred by the Company, which will be then transferred to the Customer by the Company. The Customer has the right to receive prepayment in the case, if the order is cancelled due to circumstances described in the following regulation.
2. The prepayment can be transferred to the account of the Company (SANTANDER BANK POLSKA S.A. 21 1090 1043 0000 0001 4770 6738).
3. In the case of urgent orders (that is, by air mail or courier) the prepayment should cover the estimated cost of delivery in total.

## **VII. PRICES**

1. The prices in the Internet Store include: VAT tax and are presented in Polish Zloty, do not include information concerning transport costs and information about possible duty fees. The Internet Store reserves the right to make changes in the prices of offered goods on a current basis, as well as initiating and cancelling all types of promotional activities and sales. The right, which is mentioned in the previous sentence does not influence any orders, which were placed before the changes in prices were introduced, conditions of promotional actions or sales and will be realized on the current basis.
2. The Promotions cannot be combined, unless the regulation concerning a particular promotion says different.

## **VIII. DELIVERY**

1. Forms of delivery:
  - a) courier mail – with the order value of minimum 100 zloty, the Company will deliver the goods covering the costs, with the exception of point 3 below, concerning the delivery abroad.
  - b) personal pick up in the ABE BOOKS Bookstores.
2. The delivery costs depend on the value and the size of the order. The Customer is informed about the costs during the process of choosing the delivery method, while placing the order. The total cost of order (that is, the price of goods together with the delivery costs) is indicated in the basket before placing an order by the Customer.

3. In cases, when the Customer provides the delivery address outside Poland, the Company will inform the Customer about the method of calculating the delivery cost.
4. In case of choosing personal pick up and not picking them up within 5 days, the Company will again inform the Customer about the necessity to pick up the ordered Goods. If the pick-up does not follow within 14 days from the notification, the Company can cancel the order, and the Customer loses the right to receive the prepayment in the scope of costs incurred by the Company during the realization of the order. If the order is realized without any prepayment, the Company will charge the Customer with the incurred costs.

## **IX. RIGHT OF WITHDRAWAL**

1. Consumer who signs the contract remotely or outside the company offices can withdraw from it within 14 days without giving a reason at no cost. The 14 day period begins:
  - a) for contracts regarding products handed over by the Company, that are subject to transfer of ownership - when the Consumer or a third party chosen by the Consumer, other than a carrier takes possession of the product and for contracts, that:
    - 1) cover many items provided separately, in batches or parts - from the moment of receiving the last batch or part,
    - 2) cover products provided regularly over a set period of time - from the moment of receiving the first product;
  - b) for other types of contracts - from the day the contract was signed.
2. Consumer can withdraw from the contract by providing the Company with Notice of Withdrawal from Contract. This notice can be filled using a form in Appendix 1 attached to these Terms and sent via traditional mail or electronically to the Company's address. Date of postage is taken in consideration when calculating the 14 day withdrawal period.
3. The Company confirms receipt of the Notice of Withdrawal from Contract by immediately sending a confirmation to the e-mail address provided by the Consumer.
4. In case of withdrawal from contract signed remotely or outside of the Company offices, the contract is treated as if it was not signed.
5. After receiving the Notice of Withdrawal from Contract, the Company is obligated to return all payments made by the Consumer, including shipping costs within 14 days. Company returns the payment using a method chosen by the Consumer during original payment, unless the Consumer has agreed on another method of payment that does not incur additional cost.
6. If the Company did not offer to collect the product from the Consumer it may withhold the return of the payment until the Consumer returns the product or provides a proof, that the product has been shipped, whichever comes first.

7. If the Consumer decided to choose a method of shipment other than the least expensive method offered by the Company, the Company is not obligated to return the difference of shipment costs to the Consumer.
8. Consumer is obligated to return the product to the Company or deliver it to a representative chosen by the Company immediately and no later than after 14 days of Withdrawal from Contracted, unless the Company has offered to collect the product. Date of shipment is taken in consideration when calculating the 14 day withdrawal period.
9. Consumer is only required to cover the costs of returning the product unless the Company has offered to cover them or did not inform the Consumer of the cost involved.

## **X. COMPLAINTS**

1. The Company is responsible for the maintenance of the Web Store and ensuring, that it works properly according to technical knowledge and expertise available and is obligated to repair or faults and service disruptions sent by the Clients (Complaints) to [info@abe.pl](mailto:info@abe.pl).
2. Clients should file complaints within 30 days of experiencing a fault or service disruption of the Web Store. The complaint should contain first and last name of the Client, mailing address and date and type of the issue it concerns. Complaints filed after the 30 day period are not processed, and the information regarding the rejection of such complaint is immediately sent to the Client.
3. Complaints are processed within 30 days of their submission. After the complaint has been resolved, the information regarding the complaint is immediately sent to the Client by the Web Store.

## **XI. OTHER RIGHTS AND REQUIREMENTS**

1. The Company is obligated to:
  - a) keep the Clients up-to-date on any changes in publication schedules of foreign publishers that might affect the delivery of products ordered by the Client. The Company is not responsible for above changes,
  - b) on-time delivery of products ordered.
2. The Client is obligated to:
  - a) use the Web Store in a manner that does not disrupt its functioning,
  - b) especially by: observing the rules set out in these Terms, not providing information that can be misleading or infringe upon other parties rights, not infringing on copyrights or personal property rights of the Company or third parties, especially those of other Clients, not sending or publishing in the Web Store trade offers that were not ordered by



the Company, not undertaking any actions that might result in obtaining of protected data not intended for the Client,

- c) using the Web Store in accordance to laws and regulations of the Republic of Poland, rules set out in this document and this Privacy Policy and any other customs that might relate to the Web Store.

- 3. If the rules set out in this document are broken by the Client or a third party using the Client's account, the Company can void the contract at the end of the calendar month in which the Withdrawal of Contract was provided ("Effective date") to the Client by the Company (via e-mail) while maintaining fourteen (14) day cancellation period (counted from the Effective date) in accordance with the rules set forth in these Terms or the rules of law without limiting any other rights it can have.

## **XII. PERSONAL DATA PROTECTION AND PRIVACY POLICY**

- 1. The Company is responsible for managing the data in accordance with the Personal Data Protection Act.
- 2. By registering in the Web Store, the Client willingly provides his/hers personal data.
- 3. By placing an order, the Client agrees to have his personal data related to the handling of the order processed by the Company. The Client is responsible for providing valid personal data.
- 4. The Company processes Client's personal data for the purposes of completing the order as agreed by the Client by accepting the Privacy Policy and appropriate clauses.
- 5. The Company processes Client's personal data for the marketing purposes only, if the client agrees by checking appropriate clauses.
- 6. Personal data is protected by the Personal Data Protection Act in a manner preventing third parties from accessing it.
- 7. According to the Personal Data Protection Act, Web Store Clients are allowed to access their personal data and amend it as needed. Address data gathered during registration process is not available to third parties.

## **XIII. WEB STORE NEWSLETTER**

- 1. The Client can subscribe to the Web Store Newsletter.
- 2. Newsletter is sent only to people who agreed to receive it.
- 3. Newsletter subscriber must agree to receive it in digital form and agree to have his personal data processed in a scope required by this purpose.

4. The client unsubscribe from the Newsletter at any point.

[Newsletter ABE BOOKS Terms of Use >>](#)

#### **XIV. WARRANTY**

1. The Company provides its products without fault or flaws. The company is responsible for any physical or legal flaws the product may contain ("The Warranty") in a scope outlined by the Civil Code.
2. Terms of Use do not, in any way, limit consumers rights secured by laws of the Republic of Poland. Polish law takes precedent over any provisions in this document that might affect the consumers rights outlined by the Civil Code, the Consumer Rights Act and any other applicable laws.
3. Returns of damaged or faulty goods based on this Warranty or relating to improper fulfillment of any additional services can be sent to [info@abe.pl](mailto:info@abe.pl).

#### **XV. EXTRAJUDICIAL MEANS OF RESOLVING COMPLAINTS AND CLAIMS**

1. Consumer can use the following means of extrajudicial resolution of complaints and claims:
  - a) The Consumer can turn to arbitration consumer courts working with Trade Inspection to ask them to resolve any conflicts related to the Agreement,
  - b) The Consumer can receive help in resolving conflicts between the Consumer and the Service Provider free of charge from the district (city) consumer rights spokesperson or community organizations working to protect the consumers (such as Federacja Konsumentów and Stowarzyszenie Konsumentów Polskich).

#### **XVI. FINAL RESOLUTIONS**

1. The issues not regulated by these Terms of Use are regulated by the Polish Law, especially by the Civil Code and Consumer Rights Act.
2. Information provided in the Web Store does not constitute an offer in the meaning of Civil Code. By using the available mechanisms to place an order via the Web Store, Client places a buy offer according to the terms outlined in the product description.
3. Web Store takes no responsibility for e-mail notifications not delivered due to restrictions placed by server administrators on incoming mail and for e-mail messaged blocked or deleted by software installed on the Client's computer.
4. Differences between product presentation in the Web Store and the look of the final product are related to individual settings of the Client's computer (such as color, proportions etc.) and cannot be considered a basis for complaints or returns of the products ordered from the Web Store.

5. All product names used in the Web Store are used for identification purposes and can be protected or restricted by regulations of Industrial Property Rights Act (Journal of laws no. 119 from 2003, item 1117).
6. These Terms of Use come into effect on April 23 2015.
7. The Company will notify its Clients of any changes made to the Terms of Use via e-mail message sent to Clients e-mail address. Clients are considered to agree to the amended Terms of Use unless they withdraw from contract within 14 days of receiving the notification. Changes to Terms of Use do not affect contracts (sales or service contracts) signed and orders placed prior to the introduction of said changes. Any changes made to Terms of Use and sales rules come into life on the date they are published on [www.abe.pl](http://www.abe.pl). Orders placed prior to the introduction of these Terms of Use will be completed using previous rules and conditions.
8. Any conflicts between the Company and the Consumer are resolved by appropriate courts in accordance to the Polish law.
9. Any conflicts between the Company and the Client who is not a Consumer are resolved by courts having jurisdiction over Company's seat.