

"Terms and Conditions of the online store www.fasterbike.pl

The online store www.fasterbike.pl is operated by GoElectric limited liability company with its registered office in Chojnów, ul. Kolejowa 25, 59-225 Chojnów, registered in the National Court Register by the District Court in Zielona Góra, VIII Economic Division of the National Court Register under the number KRS 0000994995, with a share capital of 5,000 PLN, having the tax identification number NIP: 6912564161, REGON: 523280931. Contact with the Store is possible via email: sklep@fasterbike.pl or by phone: 533-292-229, 690-000-001.

§ 1 Definitions

For the purposes of these regulations, the following meanings of the terms are accepted:

Account – an account created by the Buyer in the Store, where the data provided by the Buyer and the history of Orders placed by them are stored.

Consumer – a natural person entering into a sales agreement with the Seller not directly related to their business or professional activity.

Cart – a software element of the Store where the Products selected by the Customer for purchase are visible.

Buyer, Service Recipient – a natural person, legal person, or so-called imperfect legal person, having legal capacity.

Product – a movable item that the Buyer can purchase in the Store.

Regulations – these regulations.

Store – an online store operating at www.fasterbike.pl/sklep.

Seller, Service Provider – GoElectric limited liability company with its registered office in Chojnów, ul. Kolejowa 25, 59-225 Chojnów, tax identification number NIP: 6912564161.

Order – a statement of will of the Buyer submitted by means of the order form and directly aimed at concluding a sales contract for the Product or Products with the Seller.

§ 2

Preliminary provisions

1. Through the Store, the Seller conducts retail sales, simultaneously providing electronic services to Buyers. Through the Store, Buyers can purchase Products displayed on the Store's pages.
2. The Regulations specify the rules and conditions for using the Store, as well as the rights and obligations of the Seller and the Buyer. In the event of non-acceptance of the regulations, the Buyer should refrain from making a purchase, as it is not possible to conclude a contract without accepting the regulations.
3. To use the Store, including making a purchase in the Store, it is not necessary to meet specific technical conditions for the Buyer's computer or other devices. The following are sufficient:
 - a) Internet access,
 - b) Standard operating system,
 - c) Standard web browser,
 - d) Having an active email address.
4. The Buyer cannot make a purchase in the Store anonymously or under a pseudonym. To effectively conclude a sales contract, it is necessary for the Buyer to provide true information, including personal data.
5. It is prohibited to provide unlawful content while using the Store, especially by transmitting such content through forms available in the Store.
6. The prices on the Store's pages are net prices, i.e., without value-added tax, or gross prices, i.e., including a value-added tax at a rate of 23%. The type of price is indicated.
7. The Regulations are an integral part of the sales contract concluded between the Buyer and the Seller.

§ 3

Services provided electronically

1. Through the Store, the Service Provider provides the following services electronically:
 - a) Facilitating the placement of Orders and the conclusion of sales contracts,
 - b) Creating and maintaining an Account,
 - c) Contact form,
 - d) Instructional videos.
2. The basic electronic service provided by the Service Provider to the Service Recipient is facilitating the placement of Orders in the Store. Placing an Order is possible without the need to create an Account in the Store.
3. The use of the Cart begins when the Service Recipient adds the first Product to the Cart.
4. If the Service Recipient decides to create an Account in the Store, the Service Provider also provides an electronic service consisting of creating and maintaining an Account in the Store. The Account stores the Service Recipient's

- data and the history of Orders placed by them in the Store. The Service Recipient logs into the Account using their email address and a password defined by them.
5. Creating an Account in the Store is done by completing and submitting, through the Store's automatic mechanism, a registration form. Upon submitting the registration form, an agreement is concluded between the Service Recipient and the Service Provider for managing the Account in the Store. The agreement is concluded for an indefinite period, and the Service Recipient may terminate this agreement with immediate effect at any time by deleting the Account.
 6. The Service Provider also provides a contact form service on the Store's website, allowing the Service Recipient to contact the Service Provider.
 7. The Seller provides instructional videos on the Store's website demonstrating the assembly of ordered Products in the Store.
 8. Electronic services provided to the Service Recipient as specified in paragraph 1 are free of charge. The sale of goods is subject to payment. The conclusion of a sales contract entails the obligation to pay for the acquired item and any accompanying services (e.g., transportation or delivery costs, product insurance).
 9. To ensure the security of the Service Recipient and data transmission related to using the Store, the Service Provider takes technical and organizational measures appropriate to the level of security threat of the services provided, especially measures to prevent the acquisition and modification of personal data by unauthorized persons.
 10. The use of electronically provided services involves the risk of infecting the information system with unwanted software, including that whose sole purpose is to cause harm. It is advisable to install antivirus software on the device used by the Service Recipient. Additionally, it is recommended that the Service Recipient has a system firewall activated on their device. In addition to threats arising from infecting the information system, potential risks also include hacker attacks. The Service Provider employs safeguards to prevent or significantly impede unauthorized access to the Service Provider's system.
 11. The Service Provider takes actions to ensure the proper functioning of the Store. The Service Recipient should inform the Service Provider of any irregularities or interruptions in the functioning of the Store.
 12. Any complaints related to the functioning of the Store can be reported by the Service Recipient via email to the address: kontakt@fasterbike.pl or in writing to the address specified in the introductory part of the regulations. In the complaint, the Service Recipient should provide their name, address for correspondence, as well as the type and date of the occurrence of irregularities related to the functioning of the Store. The Service Provider will consider all complaints within 14 days of receiving the complaint and will inform the Service Recipient of its resolution via the email address provided in the complaint."

Placing an Order

1. The Buyer can place an Order in the Store through the order form, by phone, or via email.
2. Orders through the order form and email can be placed 24 hours a day, 7 days a week.
3. The Buyer can place an Order as a registered customer or as a guest.
4. A registered customer is a Buyer who has an Account in the Store.
5. To place an Order through the order form, the Buyer must take the following steps:
 - a. Choose the Product or Products to be ordered by clicking the "Add to Cart" button,
 - b. From the Cart view, click the "Order" button,
 - c. Log in to their Account, create an Account, or make a purchase without registration – not applicable to the Buyer who logged into their Account while placing the Order,
 - d. Provide the shipping address for the Order and invoice details – if the Buyer has previously added specific data to the Account, they can choose that data without the need for re-entering or provide different details,
 - e. Choose the delivery method and payment for the Order,
 - f. Review and accept the Regulations - the Buyer accepts the Regulations only if they have read its content and genuinely accept its provisions; acceptance of the Regulations is voluntary but necessary to place the Order,
 - g. Click the "Buy and Pay" button.
6. Placing an Order by the Buyer constitutes the Seller's submission of an offer to conclude a sales contract for the ordered Product. The offer is binding for the Buyer if the Seller promptly confirms its receipt.
7. After placing the Order, a confirmation of receiving the Buyer's Order will be sent to the email address specified in the Account or provided during the non-registered purchase process. If the Order can be fulfilled, an email confirmation of accepting the Order for processing will be sent to the Buyer's email address. The confirmation of accepting the Order is the Seller's statement of accepting the offer referred to in the above paragraph 6. Upon confirming the Order, an agreement regarding that Order is concluded between the Buyer and the Seller. The Seller has 7 calendar days to confirm the acceptance of the Buyer's Order (counted from the day of confirming the Order's receipt by the Seller). If the Seller does not confirm the acceptance of the Order for processing within the specified period, no agreement is concluded between the Buyer and the Seller, and any payments made for the unaccepted Order will be promptly refunded to the Buyer.
8. In the order form, the Buyer must provide accurate personal data. The Buyer is responsible for providing false personal data. The Seller reserves the right to suspend the fulfillment of the Order if the Buyer provides false information or if

these data raise reasonable doubts about their correctness. In such a case, the Buyer will be informed by phone or email about the Seller's doubts. In this situation, the Buyer has the right to explain all circumstances related to the verification of the authenticity of the provided data. In case of a lack of data allowing the Seller to contact the Buyer, the Seller will provide explanations after the Buyer establishes contact.

9. The Buyer declares that all data provided in the order form is true, and the Seller is not obliged to verify their accuracy and correctness.
10. An Order can also be placed by phone from Monday to Friday (excluding public holidays) from 9:00 AM to 6:00 PM at the phone number 533-292-229 or 690-000-001 (charges according to the operator's tariff).
11. To place an Order, the Buyer provides necessary information for the acceptance and fulfillment of the Order, including the Product name, first and last name, email address, phone number, and the delivery address if applicable.
12. After placing the Order by phone, the Seller will send an email confirmation of Order acceptance to the email address provided by the Buyer.
13. To place an Order via email, the Buyer provides necessary information for the acceptance and fulfillment of the Order, including the Product name, first and last name, email address, phone number, and the delivery address if applicable.
14. After receiving an email message from the Buyer, as mentioned above, the Seller will send an email confirmation of Order acceptance to the provided email address.
15. Placing an Order by phone or via email constitutes an offer by the Seller to conclude a sales contract with the Buyer for the products subject to the Order. Upon confirming the Order, an agreement regarding that Order is concluded between the Buyer and the Seller.

§ 5

Delivery Methods and Payment Options

1. The Buyer has the following options for Order delivery:
 - a. Shipment via a courier company - costs according to the current price list,
 - b. Personal pickup at the Seller's headquarters (free of charge),
 - c. FasterBus delivery (free of charge).
2. The Buyer can use the following payment methods:
 - a. Bank transfer,
 - b. Cash on delivery upon Order receipt.”

§ 6

Order Fulfillment

1. The Buyer is obligated to pay for the Order within 4 calendar days from the moment of concluding the sales contract. The Buyer who selected cash on delivery as the payment method during the Order placement (payment upon Order receipt) is obligated to make the payment upon receiving the shipment containing the ordered Product.
2. Order fulfillment involves preparing it for dispatch to the Buyer. The Order is considered fulfilled from the moment it is prepared for shipment.
3. The Order fulfillment time is up to 42 days.
4. If the Order includes more than one Product, the Order fulfillment time is the longest time indicated in the description of the Product included in the Order.
5. The Order fulfillment time is counted from the moment of payment for the Order, unless the Buyer selected cash on delivery during Order placement – in that case, the Order fulfillment time is counted from the moment of concluding the sales contract.
6. After fulfilling the Order, the Seller will send a confirmation of Order fulfillment to the Buyer's email address and initiate the shipment of the Order to the Buyer.
7. The shipment of the Order to the Buyer is carried out in the manner chosen by the Buyer according to § 5 para. 1 of the Regulations.
8. The delivery time of the Order to the Buyer depends on the shipping method chosen by the Buyer.
9. The proof of purchase is a receipt or an invoice."

§ 7

Consumer's Right of Withdrawal from the Agreement

1. The consumer who has entered into a distance agreement with the Seller has the right to withdraw from the agreement without stating a reason within 14 days from the day of receiving the purchased items.
2. The right to withdraw from the agreement does not apply to agreements:
 - a. for the provision of services if the entrepreneur has fully performed the service with the explicit consent of the consumer, who was informed before the commencement of the service that after the performance of the service by the entrepreneur, the right to withdraw from the agreement would be lost;
 - b. whose subject is goods that, by their nature, become inseparably mixed with other items after delivery.
3. To exercise the right of withdrawal, the consumer must inform the Seller of their decision to withdraw from the agreement through an unequivocal statement – for example, a letter sent by mail or electronic mail.
4. The consumer may use the withdrawal form template, which is an attachment to this Regulation, but it is not obligatory.

5. To meet the withdrawal deadline, it is sufficient for the consumer to send information regarding the exercise of the right of withdrawal from the agreement before the withdrawal period expires.
6. The consumer is obliged to return the product to the Seller or deliver it to a person authorized by the Seller to receive it immediately, but no later than 14 days from the day on which they withdrew from the agreement, unless the Seller has offered to collect the item themselves. Sending back the product before the deadline is sufficient to meet the deadline.
7. The consumer bears the direct costs of returning the item.
8. In the event of withdrawal from the agreement, the Seller refunds to the consumer all payments received from the consumer, including the cheapest available cost of delivering the products in the store (if the cost was covered by the consumer) immediately and in any case not later than 14 days from the day on which the Seller was informed about the exercise of the right to withdraw from the agreement. The refund will be made using the same payment methods that the consumer used in the initial transaction, unless the consumer has expressly agreed to a different solution. In any case, the consumer will not incur any fees in connection with the return of payments.
9. If the Seller has not offered to collect the item from the consumer themselves, they may withhold the refund of payments received from the consumer until they receive the item back or until the consumer provides proof of its return, depending on which event occurs earlier. The consumer is responsible for reducing the value of the product resulting from using the product in a way that goes beyond what is necessary to determine the nature, characteristics, and functioning of the product or its damage after delivery to the consumer."

§ 8

Liability for Defects

1. The Seller is liable to the Buyer if the sold product has a physical or legal defect (warranty for defects).
2. If the Buyer discovers a defect in the product, they should inform the Seller, specifying their claim related to the identified defect or submitting a statement of relevant content.
3. The Buyer may use the complaint form, which is an attachment to this Regulation, but it is not obligatory.
4. The Buyer can contact the Seller both by traditional mail and by electronic mail.
5. The Seller will respond to the complaint submitted by the Buyer within 14 days from the date of receiving the complaint, using the means of communication through which the complaint was filed.
6. To properly consider the complaint, it may be necessary to deliver the purchased product to the Seller; in such a case, the 14-day period runs from the day of delivering the product to the Seller.

7. Details regarding the Seller's warranty for defects are regulated by the provisions of the Civil Code (Article 556 - 576).
8. All products available in the store are additionally covered by a 12-month manufacturer's warranty.

§ 9

Personal Data and Cookies

The principles regarding the processing of personal data and the use of cookies are outlined in the privacy policy available at fasterbike.pl/wp-content/uploads/2023/12/Ciasteczka-iRODO-GoElectric-Sp.-z-o.o.-FasterBike.pdf

§ 10

Out-of-Court Complaints Handling and Claims Settlement

1. The Seller does not exclude the possibility of submitting any disputes arising in connection with the sale to mediation. Details will be specified by the parties in a relevant agreement.
2. The Consumer has the option of using out-of-court methods for handling complaints and pursuing claims. Among other options, the Consumer may:
 - a. Apply to a permanent consumer arbitration court with a request to resolve a dispute arising from the concluded sales contract.
 - b. Approach the voivodeship inspector of the Trade Inspection with a request to initiate mediation proceedings for an amicable resolution of the dispute between the Buyer and the Seller.
 - c. Seek assistance from the district (city) consumer ombudsman or a social organization whose statutory tasks include consumer protection.
3. For more detailed information on out-of-court methods for handling complaints and pursuing claims, the Consumer may visit the website <http://polubownie.uokik.gov.pl>.
4. The Consumer can also use the ODR platform, which is available at <http://ec.europa.eu/consumers/odr>. The platform is designed to settle disputes between consumers and entrepreneurs seeking an out-of-court resolution of disputes related to contractual obligations arising from an online sales agreement or a service provision agreement."

§ 11

Final Provisions

1. The Seller reserves the right to make changes to the Regulations. The Regulations applicable on the date of concluding the agreement apply to agreements concluded before the change in the Regulations.

2. Buyers who have an Account in the Store will be notified by email to the email address assigned to the Account of any changes to the Regulations. If the Buyer does not accept the content of the new Regulations, they have the right to terminate the agreement on running the Account at any time by deleting the Account or submitting to the Seller an appropriate statement, in any form, regarding the termination of the agreement on running the Account.
3. These Regulations are effective from December 1, 2023."

Attachment No. 1 - Template Withdrawal Form

WITHDRAWAL FORM TEMPLATE

(this form should be completed and sent only if you wish to withdraw from the agreement)

Recipient:

GoElectric Ltd.

ul. Kolejowa 25

59-225 Chojnów

I hereby inform about the withdrawal from the sales agreement of the following products:

..... - price:,

..... - price:

Order number:

.....

Date of agreement:

.....

Consumer's full name:

.....

Consumer's address:

.....

Please refund the money to the following bank account:

Date

.....

Signature

Attachment No. 2 - Complaint Form Template

....., on 20.... (date)

Recipient:

GoElectric Ltd.

ul. Kolejowa 25

59-225 Chojnów

COMPLAINT FORM

CUSTOMER INFORMATION:

Full Name:

.....

Address:

.....

E-mail:

.....

Phone:

Bank account number:

COMPLAINT SUBJECT:

Product purchase date:

Product name:

Invoice number:

Overall product value: PLN

COMPLAINT REPORT (description of defects and circumstances of their occurrence):

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When the defects were discovered:

.....

REPAIR ACTIONS/CLAIMANT'S REQUEST:

- exchange the item for a defect-free one,
- defect removal,
- price reduction,
- withdrawal from the agreement.

.....

Signature

SELLER'S NOTES - DECISION REGARDING THE COMPLAINT

The complaint has been accepted/not accepted for the following reasons:

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Date of receiving the complaint

Person handling the complaint

Date of resolving the complaint

Further complaint proceedings – information for the Customer

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