

Terms and Conditions

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1. DEFINITIONS

- a. Client - a natural person, legal person, or an organizational unit that is not a legal person, but has legal capacity under specific provisions, who places an order within the Store;
- b. Civil Code - the Act of 23 April 1964 (Journal of Laws No. 16, item 93, as amended);
- c. Regulations - these Regulations for the provision of electronic services within the HAASOPTICS.COM online store;
- d. Online store (Store) - an online service available at the HAASOPTICS.COM address, through which the Client can, in particular, place orders;
- e. Goods - products presented in the Online Store;
- f. Sales contract - a contract for the sale of Goods within the meaning of the Civil Code, concluded between HAASOPTICS.COM and the Client, concluded using the online service of the Store;
- g. Consumer Rights Act - the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827);
- h. Act on the provision of electronic services - the Act of 18 July 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204, as amended);
- i. Order - the Client's declaration of will, directly aimed at concluding a sales contract, specifying in particular the type and quantity of Goods.

2. GENERAL PROVISIONS

- a. These Regulations define the rules for using the online store available at the HAASOPTICS.COM address.
- b. These Regulations are the regulations referred to in Article 8 of the Act on the provision of electronic services.
- c. The HAASOPTICS.COM online store, operating at the HAASOPTICS.COM address, is run by HAAS BW S.C., Grzybowska 87, 00-844 Warsaw, NIP: 5871736586, REGON: 522764928, registered in the Central Register and Information on Business Activity (CEIDG), maintained by the Minister responsible for the economy.
- d. These Regulations specify, in particular:
 - the rules for registering and using an account within the online store;
 - the terms and conditions for placing electronic orders within the Online Store;
 - the rules for concluding sales contracts using services provided within the Online Store.
- e. The use of the online store is possible provided that the teleinformation system used by the Client meets the following minimum technical requirements: Having a computer or other electronic device with access to the Internet, Connection to the Internet, Having an internet browser, Having an active email address.
- f. In order to use the online store, the Client should, on their own, gain access to a computer station or an end device with Internet access.

- g. In accordance with the current legal regulations, HAASOPTICS.COM reserves the right to limit the provision of services through the Online Store to persons who have reached the age of 18. In such a case, potential Customers will be notified of this.
- h. Customers can access this Regulations at any time via the link on the HAASOPTICS.COM homepage and download and print it.
- i. The Company fulfills its information obligation resulting from art. 13 of the GDPR towards Customers whose personal data it processes by providing information on the processing of personal data available on the website in the Privacy Policy tab.

3. THE RULES FOR USING THE ONLINE STORE ARE AS FOLLOWS

- a. Registration within the online store is optional. The client may place an order without registering with the store after reading and accepting these regulations. Registration is done by filling out and accepting the registration form provided on one of the store's pages. The condition for registration is the acceptance of the content of the regulations and the provision of personal data marked as mandatory. HAASOPTICS.COM may deprive the client of the right to use the online store or may limit his/her access to part or all of the online store's resources immediately, in the event of a breach of the regulations by the client, and especially when the client:
 - provided during registration in the online store data that is untrue, inaccurate or outdated, misleading or infringes on the rights of third parties,
 - violates the personal rights of third parties, especially the personal rights of other clients of the online store, through the online store,
 - engages in other behavior that HAASOPTICS.COM deems to be in violation of applicable law or general principles of using the Internet, or that damages the reputation of HAASOPTICS.COM.
- b. To ensure the security of message and data transmission in connection with the operation of the online store, the store takes technical and organizational measures appropriate to the degree of risk to the security of the services provided, especially measures aimed at preventing unauthorized access to personal data transmitted via the Internet, and preventing their modification.
- c. The client is obliged, in particular:
 - not to provide or transmit content prohibited by law, such as content promoting violence, defaming or violating the personal rights and other rights of third parties,
 - to use the online store in a manner that does not disrupt its functioning, especially by using specific software or devices,
 - not to take actions such as sending or placing unsolicited commercial information (spam) within the online store,
 - to use the online store in a way that is not annoying to other clients and to HAASOPTICS.COM,
 - to use all content posted within the online store only for personal use,
 - to use the online store in accordance with the laws applicable in the territory of the Republic of Poland, the provisions of these regulations, and general principles of using the Internet.

4. PROCEDURE FOR CONCLUDING A SALES AGREEMENT

- a. To conclude a Sales Agreement through the Online Store, one must go to the website HAASOPTICS.COM, make a selection, and carry out subsequent technical activities based on the messages displayed to the Customer and information available on the website.
- b. The selection of Products ordered by the Customer is made by adding them to the cart.
- c. During the Order placement process – until the button confirming the Order is pressed – the Customer has the option of modifying the entered data as well as the selection of the Product. To do this, please follow the messages displayed to the Customer and the information available on the website.
- d. After the Customer using the Online Store provides all necessary data, a summary of the placed Order will be displayed. The summary of the placed Order will include, among other things, a description of the selected products or services, the total price, and all other costs.

- e. In order to send the Order, it is necessary to accept the content of the Regulations, provide personal data marked as mandatory, and press the button confirming the Order.
- f. Information about Products provided on the website of the Store constitutes an offer within the meaning of Article 66 of the Civil Code. Sending an Order by the Customer constitutes a declaration of will to conclude a Sales Agreement with HAASOPTICS.COM, in accordance with the content of the Regulations. The Agreement is deemed to have been concluded at the moment the Customer's Order is received in the Online Store's IT system, provided that the Order is consistent with the Regulations. After the Agreement is concluded, the Customer will receive an e-mail containing confirmation of all essential elements of the Order.
- g. The Sales Agreement is concluded in the language chosen by the Customer during the Order placement process - with content consistent with the Regulations.
- h. The storage, protection, and availability of order data and General Terms and Conditions (sales regulations) is done through email. Previous orders can be viewed within the account, after logging in.

5. DELIVERY

- a. The delivery of the goods takes place to the address specified by the Customer during the Order placement.
- b. The delivery of the ordered goods is carried out through the courier company InPost or DHL. Delivery costs will be indicated during the Order placement.
- c. The order fulfillment time, i.e. sending the goods to the buyer, is up to 5 working days. If the order is placed on the day preceding the non-working day or on a non-working day (Saturday, Sunday, public holiday), the order fulfillment time is extended by the number of non-working days. If the order is placed after 12:00, the shipping time is extended by 12 hours.
- d. The Seller reserves the right to extend the delivery time in the case of national holidays, inventory or required technical work. In such a case, information about possible delays will be posted on the online store's website.

6. PRICES AND PAYMENT METHODS

- a. The prices of the Goods are given in the currency of the store and include VAT. Customs duty is not included in the price of the goods.
- b. The Customer has the option of making payment in the chosen system:
 - PayU - settlement of credit card, debit card, or e-transfer transactions is carried out through the PayU Settlement Center.
 - PayPal - the credit or debit card is charged at the time the order is placed.
 - Stripe - the credit or debit card is charged at the time the order is placed.

7. RIGHT OF WITHDRAWAL FROM THE AGREEMENT

- a. You have the right to withdraw from this agreement within 14 days without giving any reason. The deadline to withdraw from the agreement expires after 14 days from the day on which you or a third party other than the carrier and indicated by you came into possession of the item. To exercise your right of withdrawal from the agreement, please inform us at shop@haasoptics.com of your decision to withdraw from this agreement by means of an unambiguous statement. You can also use the withdrawal form template, but it is not obligatory. To meet the withdrawal deadline, it is enough to send information about the exercise of your right of withdrawal from the agreement before the withdrawal period expires.
- b. Consequences of withdrawal from the agreement In the event of withdrawal from this agreement, we will reimburse you for all payments received from you, including the cost of delivery of the goods (except for additional costs resulting from the method of delivery chosen by you other than the cheapest ordinary delivery method offered by us), without undue delay and in any event not later than 14 days from the day on which we were informed of your decision to withdraw from this agreement. We will make the reimbursement using the same means of payment as you used in the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the item or until you have provided proof of returning the item, whichever occurs earlier. Please send or hand over the item to us without undue delay and in any event not later than 14 days from

the day on which you informed us of your withdrawal from this agreement. The deadline is met if you send back the item before the period of 14 days has expired. You will have to bear the direct cost of returning the item. The return shipment must contain a set of elements contained in the packaging. Please use a courier service to return the package and send it via standard insured package. Keep a copy of the waybill for reference. Products purchased from the online store cannot be returned to local HAAS Optics retailers. You are only liable for any diminished value of the item resulting from the handling of the item other than what is necessary to establish the nature, characteristics, and functioning of the item.

- c. Withdrawal form (this form should be completed and returned only if you want to withdraw from the agreement) is available under the tab: Warranty, Service and Return. The address for returning the products will be provided upon receiving your withdrawal from the agreement. The cost of the return shipment is borne by the customer.

8. COMPLAINTS REGARDING GOODS

- a. HAASOPTICS.COM, as a seller, is responsible to the customer who is a consumer within the meaning of Article 22 [1] of the Civil Code, for the warranty for defects within the scope specified in the Civil Code, in particular in Article 556 and Article 556 [1] - 556 [3] of the Civil Code.
- b. Complaints arising from the infringement of the customer's legally guaranteed rights or based on these Regulations should be addressed to: HAAS BW S.C. ul. Grzybowska 87, 00-844 Warszawa, shop@haasoptics.com. HAASOPTICS.COM undertakes to consider each complaint within a period of up to 14 days, and if this is not possible, to inform the customer within that period when the complaint will be considered. HAASOPTICS.COM is the manufacturer of the Goods, therefore all Goods available in the Store are covered by the warranty of HAASOPTICS.COM as a seller. HAASOPTICS.COM is responsible for the warranty of the sold Goods on the terms and for the period indicated in the warranty card.

9. COMPLAINTS REGARDING ELECTRONIC SERVICES

- a. HAASOPTICS.COM takes actions to ensure the proper functioning of the Store, to the extent that results from the current technical knowledge, and undertakes to remedy any irregularities reported by Customers in a reasonable time.
- b. The Customer is obliged to immediately notify HAASOPTICS.COM of any irregularities or interruptions in the functioning of the Internet Store service.
- c. Irregularities related to the functioning of the Store may be reported by the Customer in writing to the address: HAAS BW S.C., ul. Grzybowska 87, 00-844 Warsaw, shop@haasoptics.com.
- d. In the complaint, the Customer should provide their full name, correspondence address, type and date of occurrence of the irregularity related to the functioning of the Store.
- e. HAASOPTICS.COM undertakes to consider each complaint within 14 days, and if it is not possible, to inform the Customer within this period when the complaint will be considered.

10. FINAL PROVISIONS

- a. The resolution of any disputes arising between HAASOPTICS.COM and a Customer who is a consumer within the meaning of Article 22 [1] of the Civil Code shall be subject to the jurisdiction of the courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure.
- b. The resolution of any disputes arising between HAASOPTICS.COM and a Customer who is not a consumer within the meaning of Article 22 [1] of the Civil Code shall be subject to the jurisdiction of the court having jurisdiction over the registered office of HAASOPTICS.COM.
- c. Matters not regulated in this Regulation shall be governed by the provisions of the Civil Code, the Act on the provision of electronic services and other relevant provisions of Polish law.