

Regulations of the online store 4MyPet.net

available at Internet address www.4mypet.net

Table of Contents:

- § 1 - Preliminary provisions
- § 2 - Definitions
- § 3 - Contact details
- § 4 - Technical requirements
- § 5 - General informations
- § 6 - Creating an Account Store
- § 7 - Order placement rules
- § 8 - Payment and delivery methods
- § 9 - Execution of a sales contract
- § 10 - Procedure for the receipt of goods
- § 11 - Complaints regarding a transport service
- § 12 - Withdrawal from the contract
- § 13 - Complaints and warranty
- § 14 - Out-of-court dispute resolution
- § 15 - Personal data
- § 16 - Provisions regarding Entrepreneurs
- § 17 - Final provisions

§ 1

Preliminary provisions

These Regulations are addressed to both Consumers and Entrepreneurs using the Store and define the rules of using the Store and the rules and procedure for concluding Sales Agreements with the Customer at a distance via the Store. The Regulations also define the rights and obligations of the Customer and the Seller, payment methods, delivery and the withdrawal procedure and the complaint procedure.

§ 2

Definitions

1. **Regulations** - these Regulations of the Store.
2. **Seller** - Jerzy Wołk, providing business under the name WOMAT, VAT ID: PL6190006321.
Company's registered office address: Poland, 63-600 Kępno, ul. Wiosenna 7
3. **Shop** - 4MyPet.net online store run by the Seller at internet address www.4mypet.net
4. **Customer** - Consumer or Entrepreneur making purchases via the Store.
5. **Consumer** - a natural person concluding an agreement with the Seller within the Store, the subject of which is not directly related to its business or professional activity.

6. **Entrepreneur** - a natural person, a legal person or an organizational unit that is not a legal person, the separate law of which grants legal capacity, performs in its own name an economic activity, that uses the Store.
7. **Recipient** - Customer or other person (authorized or unauthorized) receiving the delivered parcel with the ordered goods
8. **Product, Goods** - a movable item available in the Store, an intangible object or a service that is the subject of a Sales Agreement between the Customer and the Seller.
9. **Account** - a separate IT resource in the Store, where the data provided by the Customer is collected and information about the Orders placed by him in the Store.
10. **Customer's e-mail address** - e-mail address provided by the Customer during the account registration in the Store
11. **Registration form** - a form available in the Store, enabling the creation of an Account.
12. **Order Form** - a form available in the Store that allows placing an Order, in particular by adding Products to the Basket and specifying the method and place of delivery and payment.
13. **Product Card** - Store website that shows detailed information about the Product selected by the Customer and it is possible to add the product to the Basket.
14. **Shopping Cart** - an element of the Store's software in which the Products selected for purchase are shown to the Customer and it is possible to set and modify the Order data.
15. **Order** - Customer's declaration of intent submitted via the Order Form and aiming directly at concluding a Product Sales Agreement or Products with the Seller.
16. **Sales Agreement** - Product sales contract concluded between the Customer and the Seller via the Online Store. The Sale Agreement is also understood - in accordance with the characteristics of the Product - for the provision of services and contract for work.
17. **Contract concluded remotely** - an agreement concluded with the Client as part of an organized system of concluding distance contracts (here: as part of the Store), without simultaneous physical presence of parties, with the exclusive use of at least one means of distance communication, up to the conclusion of the contract .
18. **Working day** - one calendar day in force in Poland (i.e. Monday, Tuesday, Wednesday, Thursday or Friday), excluding public holidays.
19. **Carrier** - an economic entity providing goods transport services in the door-to-door system.
20. **Deliverer** - the person delivering the parcel on behalf of the Carrier to the Recipient.
21. **Damage Report** - a document prepared by the Recipient in the case of a loss or damage to the goods during transport.
22. **Order Processing Time** - the sum of Order Preparation Time and Delivery Time.
23. **Order Preparation Time** - the period in working days, counted from the day following the day of the Store's booking of the required amount, until the day of sending the package.

24. **Delivery Time** - the period in business days counted from the day following the date of delivery by the Store to the Carrier, until the day of its first delivery to the recipient's address.

§ 3

Contact details

Contact details:

1. Postal address to contact the Store:
WOMAT
63-600 Kępno, ul. Wiosenna 7
Poland
2. E-mail address to contact the Store: info@4mypet.net

§ 4

Technical requirements

For a comfortable use of the Store, including viewing the Store's assortment and placing orders for Products, you will need:

- a. terminal device (computer, laptop, tablet, smartphone) with access to the Internet
- b. Internet browser with enabled cookies
- c. active e-mail account (e-mail)

§ 5

General informations

1. Order in the Store can be submitted every day, around the clock.
2. The Seller is not responsible for any disruptions or interruptions in the functioning of the Store caused by factors independent of the Seller.
3. Browsing the Store's assortment and placing an order does not require creating an Account.
4. The prices in the Store are gross prices (payable) and are given in Euro (EUR). The prices include VAT (if applicable).
5. The final amount to be paid by the Customer consists of the price for the Product, the cost of the chosen method of payment and the cost of delivery. All components of the amount to be paid are specified during the ordering process.
6. The information on the Store's website does not constitute an offer within the meaning of the Polish Civil Code.
7. The costs related with access to the Internet and data transmission during browsing the Store's content or during purchase are borne exclusively by the Customer.

§ 6

Creating an Account Store

1. To create an Account in the Store, you must complete the Registration Form. It is necessary to provide the following data:
 - first name and last name
 - telephone number and e-mail address
 - stationary address (street, house & apartment number, zip code, city, country)
 - company name and VAT number (only for companies)
 - login details (e-mail address and password set)The customer must also accept the required formal provisions.
2. Creating an Account in the Store is free.
3. Logging in to the Account is done by providing access data (login and password) established during registration.
4. The Customer has the option of deleting the Account himself, at any time, without giving a reason or incurring any fees.

§ 7

Order placement rules

In order to place an Order:

1. Select the Product and then, on the Product Card, select the execution options or product features (if available) and the number of pieces of the product and click the "Add to basket" button
2. Go to the content of the Basket and follow the next steps:
 - Step 1: Shopping and payment
At this stage, you can view the content of the basket, adjust the quantity of ordered products or remove selected products from the basket. Here you also choose the payment method and you can enter the rebate coupon code (if known). After clicking the **CHECKOUT** button, you'll be taken to the next step.
 - Step 2: Login / Purchase without login
You can log in or register at this stage or you can continue shopping without logging in. The data for delivery and invoicing is given here, as well as consenting to the required formal provisions. After you click **GO TO THE CONFIRMATION OF THE ORDER**, you'll be taken to the next step.
 - Step 3: Order confirmation
At this stage, the data of the ordered assortment, the place of delivery, invoice data, delivery methods, payment methods and the total amount to be paid are confirmed. Here you can also enter comments for the order. After clicking **ORDER and PAY**, the Customer will place an order with the obligation to pay, and an automatic confirmation of the order will be sent to the Customer's e-mail address. However, this does not mean that the order is accepted by the Shop (see §9 point 3). After clicking the **ORDER and PAY** button, you'll be taken to the next step.

Step 4: Order summary

At this stage, the number and date of the order placed, the status of the order, the chosen method of payment and the method of delivery of the goods are displayed. You can also download documents in PDF form: proforma invoice and order.

If PayPal is selected as the payment method, then the **PAY** button will appear. After clicking it, you will be taken to the PayPal login page, which will allow you to make a payment.

If a bank transfer is chosen as the payment method, then detailed information enabling payment by bank transfer appears instead of the **PAY** button.

3. Upon receipt by the Seller of the entire amount due, the Order will be accepted for execution.

§ 8

Payment and delivery methods

1. The store allows payment for the Order only in the form of a prepayment

The following payment methods are possible:

- a. via the PayPal payment platform:
 - payment from your PayPal account
 - payment by credit card
 - other payment methods offered by PayPal
 - b. payment by bank transfer to the Seller's bank account (mBank):
 - account number (IBAN) for EUR currency → PL58114020040000311204311791
 - account number (IBAN) for USD currency → PL55114020040000341201103035
- BIC/SWIFT: BREXPLWMBK

Payment by the above methods may be charged an additional cost.

2. The store offers the following delivery methods:

- a. courier parcel
- b. post parcel

The approximate delivery time is given when selecting the country and the delivery method on the product card. If the Carrier is a courier company, then the standard delivery time is usually up to 5 business days.

3. The Seller documents the sale of the goods with a VAT invoice, which is sent to the Customer's e-mail address as a PDF document upon request.

§ 9

Execution of a sales contract

1. The Customer places an order for a selected assortment from the Store's offer in the manner specified in § 7 of the Regulations.
2. Placing an order takes place after clicking the "**BUY and PAY**" button. After placing the order, the customer receives an automatic notification to the e-mail address provided. The notification contains a list of ordered products, prices of individual goods, the total value

of the order (which is also the amount required for payment), customer data, address of the place of delivery and chosen method of delivery.

3. The Sales Agreement between the Customer and the Seller is concluded upon receipt by the Seller of the order and the entire amount required for the ordered goods. Until that time, the placed order is treated as non-existent and has no legal effect on the part of the Seller.
4. If the Store provides the possibility of ordering the Goods, the properties of which consist in the fact that it is made or completed at the Customer's individual order, the Customer selects the appropriate specification of the Goods from among the product features or variants / options provided by the Store.
5. If incomplete, incorrect or conflicting information is provided by the Customer when placing an order, the Seller will attempt to contact the Customer in order to remove errors or clarify doubts. The store will refrain from completing the order until the relevant information has been obtained, and if the contact attempt proves to be ineffective, the order may be canceled by the Store. If the order is canceled, the money received by the Shop will be refunded to the Customer with deduction of the cost of refund (if these costs occur).
6. The Order Processing Time for a given product is given on the product card and it is the sum of the Order Processing Time and Delivery Time.
7. The Seller is not responsible for the Delivery Time actually completed by the selected Carrier. In good faith the Seller provides the delivery time to the selected location on the basis of generally available information published on the Carrier's official websites. Exceeding the delivery time by the Carrier will not be the reason for the Customer to withdraw from the contract or any claims of the Customer in relation to the Seller.
8. In case of ordering Products with different delivery times, directed to the same delivery address, the proper delivery time is the longest given time.
9. If possible, the Store sends the ordered goods in one parcel. If the customer orders a larger number of products and pays for the delivery cost of each of them separately, the store will attempt to pack the products to reduce the number of shipments and reduce the cost of delivery. If it is possible, the Store will refund the relevant part of the delivery cost to the Customer.
10. The delivery of the Product to the Customer is payable. The delivery costs of the Product (including the fee for its transport and the possible cost of the payment transaction) are presented to the Customer on the product card and during placing the Order.
11. The amount of delivery costs depends on the country to which the order is sent, the weight and dimensions of the package and the method of delivery.
12. In the event of exceptional circumstances or the impossibility of fulfilling the order within the declared time, the Seller will immediately contact the Customer in order to determine the further procedure, including setting a different deadline for the contract, changing the method of delivery, etc.

§ 10

Procedure for the receipt of goods

1. At the time of accepting the parcel, the Recipient is obliged to check the contents of the parcel in the presence of the Deliverer. This means that the Recipient should open the parcel and check whether the delivered goods are complete (in line with the order) and whether they have not been damaged in transport.
2. The recipient has the right and should demand from the Deliverer its presence when opening the parcel and checking its contents. If the Deliverer refuses to be present when opening the parcel immediately after its delivery (and there has been a loss or damage to the goods during transport), this fact should be immediately reported in writing to the appropriate Carrier, recalling the relevant circumstances. The contact to the Carrier is on his website.
3. The recipient is solely responsible for failing to check the condition of the goods upon delivery.
4. The recipient is solely responsible for the consequences of not checking the condition of the goods upon receipt. In the event of a complaint of the transport service, this may result in the failure to recognize the complaint.
5. The customer is responsible for the actions of other people accepting the parcel on his behalf (authorized or not authorized) as for his own.

§ 11

Complaints regarding a transport service

The content of this paragraph refers to the situation in which the customer after accepting the parcel found a loss or damage to the goods in transit.

1. If the Recipient concludes that the received goods are not complete or damaged in transport when receiving the consignment, the Recipient should draw up a damage report. The consignee is obliged to provide the appropriate form or otherwise enable the damage report to be drawn up. If the parcel was picked up by the Recipient without contact with the deliverer (eg when the parcel was left at the delivery address) and the content was lost or damaged, the Recipient is obliged to immediately prepare a damage report by calling for the Deliverer or other necessary actions.
2. The preparation of the damage report and prompt delivery to the Seller is a prerequisite for considering the complaint for loss or damage to the Goods in transport and for determining the liability of the Carrier. The damage report should contain a detailed description of the damage to the goods and the transport packaging. Even seemingly insignificant facts and observations should be described, as they can significantly contribute to accepting the complaint by the Carrier.
3. In addition to the preparation of a damage report, it is strongly recommended to make photographic documentation of the damaged good and packaging (even if the packaging is only dented or deformed). Pictures should be clear, taken in good light, from different

angles and distances, so that they have evidential value. Photographs significantly increase the probability of accepting a complaint by the Carrier.

4. After preparing the damage report, it is necessary to take a scan or a clear photo, and then send such a document to the Seller (e.g. using the contact form or directly to the address shop@4mypet.net). The message should describe the type of damage and / or specify the deficiencies in the shipment, as well as provide its claim (repairing the damaged product, refunding part or all of the product price, re-sending the new product, reimbursement of transport costs in the case of returning the product to the Seller).
5. After the Seller receives the required damage documentation, the Seller will take immediate action to determine the liability of the Carrier. Depending on the country of delivery and Carrier, additional documents may be required by the Customer at this stage.
6. Depending on the country of delivery and the Carrier, the Carrier's regulations may require claims for complaint of the transport service directly by the Customer or the Recipient. In this case, the Customer is responsible for all activities aimed at determining the liability of the Carrier and pursuing claims, and the Seller is exempt from these activities.
7. If the complaint is brought by the Seller to the Carrier, then until the complaint procedure is completed, the Customer should keep the damaged goods and transport packaging for evidentiary purposes.
8. The customer may return the damaged product to the Seller at his own expense, with the reservation that the Seller will not accept the parcel payable upon delivery. The cost of sending back the goods may be returned to the Customer if the complaint is submitted by the Seller to the Carrier and the Customer has already reported such a claim and if the Carrier considers the claim in this respect to be reasonable.
9. The Customer's claim in connection with the complaint of the transport service may be satisfied by the Seller only if he obtains the amount of compensation from the Carrier and only to the extent covered by this compensation.

§ 12

Withdrawal from the contract

1. The consumer may withdraw from the Sales Agreement within 14 days without giving a reason, subject to the provisions below.
2. The course of the deadline specified in point 1 begins from the date of delivery of the Product to the Consumer or a person designated by him other than the Carrier.
3. In the case of an Agreement that includes multiple Products, which are delivered separately, in batches or in parts, the period referred to in item 1 runs from delivery of the last item, lot or part.
4. The Consumer may withdraw from the Agreement by submitting to the Seller a statement on withdrawal from the Agreement. To comply with the deadline for withdrawal from the Agreement, it is sufficient for the Consumer to send a statement before the expiry of that period.

5. The statement may be sent by traditional mail or by e-mail by sending a statement to the Seller's e-mail address or by submitting a statement on the Store's page in the contact form available in the "Contact" section.
6. In the case of sending a statement by the Consumer electronically, the Seller immediately will send the Consumer the Consumer's e-mail address confirmation of receipt of the statement on withdrawal from the Agreement.
7. When the consumer withdraws from the contract, the contract is considered void and the consumer is released from all obligations. What the parties have witnessed to each other is returned in an unaltered state, unless a change was necessary within the limits of ordinary management.
8. Effects of withdrawing from the Agreement:
 - a. In the event of withdrawal from the Contract concluded remotely, the Agreement shall be considered void.
 - b. In the event of withdrawal from the Agreement, the Seller will refund promptly, not later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the Agreement, all payments made by him, including the cost of delivering the item, except for additional costs resulting from the method of delivery chosen by the Consumer, other than the cheapest usual delivery method offered by the Seller.
 - c. The reimbursement will be made by the Seller using the same payment methods that were used by the Consumer in the original transaction, unless the Consumer expressly agrees to another solution, which will not entail any costs for him.
 - d. The Seller may withhold the return of the payment until receipt of the Product back or until evidence of its return is provided to him, whichever occurs first.
 - e. The consumer should return the Product to the address of the Seller specified in these Regulations immediately, not later than 14 days from the day on which he informed the Seller about the withdrawal from the Agreement. The deadline will be met if the Consumer sends the Product within 14 days from the date of its receipt.
 - f. The Consumer bears direct costs of returning the Product (including the costs of returning the Product, if due to its nature, the Product could not be sent back by regular mail).
 - g. The consumer is liable for a decrease in the value of the Product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of things. This means that the Buyer has the right to evaluate and check the Product, but only in the manner in which he could do it in a stationary store (eg check its appearance, completeness, essential features and parameters). The consumer can't, however, use the good - otherwise, if he withdraws from the contract, he will be charged with additional costs due to the decrease in its value.
9. The right to withdraw from a distance contract is not entitled to the Consumer in relation to the Agreement:

- a. In which the object of the service is a non-prefabricated item, manufactured according to the Consumer's specification or serving to satisfy his individual needs. This also applies to items consisting of several components selected by the Consumer (components) from among the offered set of ingredients.
The consumer loses the right to withdraw from the contract concluded remotely in the event of buying in the store shelf cat, wall mounted and any other non-prefabricated product, manufactured according to the Consumer's specification, in accordance with the features chosen by him.
- b. In which the object of the service is an item delivered in a sealed package, which after opening the packaging can't be returned due to health protection or hygiene reasons, if the packaging was opened after delivery.
- c. In which the subject of the service is something that is quickly deteriorating or has a short shelf-life.
- d. For the provision of services, if the Seller has fully provided the service with the express consent of the Consumer who has been informed before the provision begins that after fulfilling the provision by the Seller, he will lose the right to withdraw from the Agreement.
- e. In which the price or remuneration depends on fluctuations in the financial market, over which the Seller has no control, and which may occur before the deadline to withdraw from the Agreement.
- f. In which the subject of the service are things that after delivery, due to their nature, are inseparably connected with other things.
- g. In which the subject of the service are alcoholic beverages, the price of which was agreed at the conclusion of the contract of sale, and which delivery may take place only after 30 days and whose value depends on fluctuations in the market over which the Seller has no control..
- h. In which the subject of the service are sound or visual recordings or computer software delivered in a sealed package, if the packaging has been opened after delivery.
- i. For delivering dailies, periodicals or magazines, with the exception of a subscription agreement.
- j. For delivery of digital content that is not stored on a tangible medium, if the performance began with the Consumer's express consent before the deadline for withdrawal and after informing the Seller about the loss of the right to withdraw from the Agreement.

§ 13

Complaint and warranty

1. The Sales Agreement covers completely new, unused products.
2. If a guarantee has been granted for the Product, information on its duration is contained in the Product card.

3. In the event of a defect of the goods purchased from the Seller, the Customer has the right to make a complaint based on the warranty or warranty provided by the Seller. If the Customer is an Entrepreneur, the liability under the warranty is excluded.
4. Loss or damage to goods caused in transport can't be the basis for reporting to the Seller a complaint about the quality or quantity of the delivered goods.
5. Complaints should be reported in writing by traditional mail or by e-mail to the address of the Seller.
6. The complaint should include at least: a brief description of the defect, circumstances (including date) of its occurrence, data of the customer submitting the complaint, and the client's request in connection with the defect of the goods.
7. Complained goods should be sent back to the Shop's address. The receipt of the complained goods by the Store is a condition for consideration of the complaint.
8. The Seller will respond to the claim immediately - no later than within 14 business days from the date of receipt of the Product complained about.
9. The Customer covers the costs of delivering the complained Goods to the Store. These costs are non-returnable, which means that the Store does not return them to the Customer nor does it compensate in any way.
10. If the complaint proves to be justified, the Seller covers the cost of removing the defect or replacing the goods with a new one and the cost of delivering the repaired or replaced goods to the Customer. The seller may also refund the price of the goods to the customer. The decision on how to settle the complaint belongs to the Seller.
11. If the complaint proves to be unfounded, the Seller will charge the Customer with the costs of service verification and costs of sending the Product back via the cheapest possible delivery method or other manner agreed with the Customer. The Customer is obliged to pay the fee for verification of the Goods and for sending back the Goods within 7 days from the date of notification of the verification result and the required amount of the fee. Goods will be released to the Carrier for delivery immediately after the Seller receives the required amount. If you do not receive the required amount due within the aforementioned time, the Seller will charge the Customer with the cost of storing the goods in the amount of 1% of the Product purchase price per day, for each day above the required payment date. When the cost of storage of the Goods is equal to the value of the Goods, the Goods will be disposed of, and the Customer will not be entitled to any compensation, compensation or any other claim against the seller.

§ 14

Out-of-court dispute resolution

1. In the event of a dispute between the Consumer and the Store, for the performance of the Sales Agreement, the Consumer may use the Online Dispute Resolution platform (ODR). The ODR platform is a common access point for Consumers and Entrepreneurs, enabling non-judicial resolution of disputes regarding contractual obligations resulting from the concluded online sales agreement (more information is [HERE](#))

2. The use of non-judicial means of dealing with complaints and pursuing claims is voluntary and can only take place when both parties to the dispute, i.e. the Seller and the Customer agree.

§ 15

Personal data

Information on the personal data of the Shop Consumers has been specified in the document "Privacy Policy of the 4mypet store". The document is available in the Store in the Shopping Rules section ([LINK](#)).

§16

Provisions regarding Entrepreneurs

1. The regulations and provisions in this paragraph concern only Entrepreneurs, i.e. Customers who are not Consumers.
2. The Seller reserves the right to withdraw from the contract of sale concluded with the Entrepreneur within 14 calendar days from the date of its conclusion. Withdrawal from the sales agreement may take place without giving a reason and may not give rise to any claims on the part of the Entrepreneur against the Seller.
3. The risk of accidental loss or damage of the product passes to the buyer when the Seller issues the ordered product to the Carrier. Upon the release of the ordered product to the Entrepreneur, all the benefits and burdens associated with the commodity are transferred to the Entrepreneur. In such a case, the Seller shall not be liable for any loss, loss, damage from the moment the Carrier has accepted it, until it is handed over to the Entrepreneur.
4. The entrepreneur is obliged to inspect the parcel in time and in the manner accepted for shipments of this type. If it is found that there has been a loss or damage to the product during its transport, it is obliged to perform all actions necessary and necessary to determine the liability of the Carrier.
5. The Seller informs that pursuant to art. 558 § 1 of the Polish Civil Code, the Seller's liability under the warranty for a product against the Entrepreneur is excluded.
6. The Seller's liability towards the Entrepreneur, regardless of its legal basis, is limited - both as part of a single claim, as well as for all claims in total - up to the price paid and delivery costs under the Sales Agreement. The Seller shall be liable towards the Entrepreneur only for typical damage predictable at the time the contract is concluded and shall not be liable for lost profits in relation to the Entrepreneur.
7. All disputes between the Store and the Entrepreneur shall be submitted to the court competent for the seat of the Seller.

§ 17

Final provisions

1. All content and messages in the Store are in English.
2. Correspondence between the Store and the Customer is carried out in English.
3. This document is a translation of the Regulations made in the Polish language. In the event of discrepancies in interpretation regarding the Regulations, a binding will be Regulations prepared in the Polish language. To read the Regulations made in the Polish language, click [HERE](#).
4. In matters not covered by these Regulations, the applicable provisions of Polish law shall apply.
5. Disputes arising from the provision of services under these Regulations shall be resolved by the Court competent for the seat of the Seller
6. The Seller reserves the right to amend the Regulations. The change in the Regulations shall not affect orders placed before the date of its change.
7. The customer is obliged to read the Regulations immediately before making a purchase in the store.
8. Placing an order in the Store is tantamount to agreeing to all provisions and information contained in these Regulations.
9. The Regulations enter into force on January 1, 2020.