

## STORE TERMS AND CONDITIONS

FOR <https://ffrree.com>

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Thank you for visiting our Shop. Please carefully review the Terms and Conditions for the Shop on <https://ffrree.com>

### 1. Definitions

1.1. The following terms, when capitalised, have the meanings assigned to them below:

<b>Account</b>	A feature of the Service containing information, including personal and non-personal data, about the User, including the Buyer, and the history of their transactions on the Service;
<b>Act on Combating Unfair Competition</b>	The Act of April 16, 1993, on Combating Unfair Competition (Dz.U.2022.1233, consolidated text as of June 9, 2022);
<b>Act on the Provision of Electronic Services</b>	The Act of 18 July 2002 on the Provision of Electronic Services (Journal of Laws 2020, item 344, consolidated text as of 3 March 2020);
<b>Administrator / Service Owner</b>	E-TRADE SOLUTIONS Sp. z o.o., with its registered office at Hangarowa 15, 59-220 Legnica, Poland, entered into the Register of Entrepreneurs of the National Court Register (Krajowy Rejestr Sądowy) under KRS number 0000875181, maintained by the District Court for Wrocław-Fabryczna in Wrocław, IX Commercial Division. NIP (VAT ID): 6912552324, REGON (Business ID): 387822015, with a share capital of 100,000 PLN;
<b>Administrator's Privacy Policy</b>	The privacy and cookies policy published on the Service: <a href="https://ffrree.com/privacy-policy.pdf">https://ffrree.com/privacy-policy.pdf</a> ;
<b>Business Day</b>	A day from Monday to Friday, excluding public holidays in Poland;
<b>Buyer</b>	An Entrepreneur placing an Order via the Service and using the features of the Service;
<b>Cart</b>	A feature of the Service where the Buyer can view the selected Products. The Buyer can also modify an Order that has not yet been submitted for processing;
<b>Civil Code</b>	The Act of 23 April 1964 – Civil Code (Journal of Laws 2024, item 1061, consolidated text as of 17 July 2024);
<b>Contact Form</b>	The form available in the Service that allows users to contact the Administrator;
<b>Copyright Act</b>	The Act of February 4, 1994, on Copyright and Related Rights (Dz.U.2022.2509, consolidated text as of December 6, 2022);

<b>Entrepreneur</b>	A natural person, legal person, or organisational unit without legal personality, to whom legal capacity is granted by law, conducting business or professional activity in their own name;
<b>Entrepreneurs' Law</b>	The Act of 6 March 2018 – Entrepreneurs' Law (Journal of Laws 2024, item 236, consolidated text as of 21 February 2024);
<b>Force Majeure</b>	An extraordinary event, entirely beyond the control of the Administrator, Seller, User, or Buyer, that could not have been foreseen and could not have been prevented. This includes, but is not limited to: flood, burglary, war, terrorist act, or the declaration of a state of emergency;
<b>Order</b>	The Buyer's declaration of intent, made via the Service, to select specific Products from the Service, directly aimed at concluding a Contract on the terms set out in the Store Terms and Conditions.
<b>Product</b>	A Product offered for sale on the Service;
<b>Price</b>	The monetary value that the Buyer is obligated to pay to the Seller for the Product. The Seller clearly informs Buyers about Prices, as well as promotions and discounts on Prices.
<b>Purchase Form</b>	A feature of the Service (or an interactive form available on the Service) that allows the placement of an Order, particularly enabling the agreement of the terms of the Contract, including the provision of the Buyer's personal data, as well as determining the method of delivery and payment;
<b>Seller</b>	ISO TRADE Sp. z o.o., registered in Legnica, ul. Hangarowa 15, 59-220 Legnica, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for Wrocław-Fabryczna in Wrocław, IX Commercial Division of the National Court Register under number: 0000947722, NIP (VAT ID): PL 6912559326, BDO: 000563736, REGON: 521121810, with a share capital of 15,175,000 PLN;
<b>Seller's Privacy Policy</b>	The Seller's Privacy Policy: <a href="https://iso-trade.eu/wp-content/uploads/2021/08/PRIVACY-POLICY-OF-THE-WEBSITE-OF-ISO-TRADE.EU.pdf">https://iso-trade.eu/wp-content/uploads/2021/08/PRIVACY-POLICY-OF-THE-WEBSITE-OF-ISO-TRADE.EU .pdf</a> ;
<b>Service</b>	The online service operated by the Administrator at: <a href="https://ffrfree.com">https://ffrfree.com</a> ;
<b>Store Terms and Conditions</b>	These Store Terms and Conditions available on the Service at: <a href="https://ffrfree.com/store-terms-and-conditions.pdf">https://ffrfree.com/store-terms-and-conditions.pdf</a> ;
<b>Terms of Service</b>	The terms for using the Service available at: <a href="https://ffrfree.com/terms-of-service.pdf">https://ffrfree.com/terms-of-service.pdf</a> ;

## User

Any individual visiting the Service or using its features

- 1.2. The Store Terms and Conditions should be interpreted in conjunction with the content of the Service, the Terms of Service, and the Administrator's Privacy Policy.

## 2. General Provisions

- 2.1. These Store Terms and Conditions set out the general terms for using the Shop available at <https://fffree.com>, including the types of Products sold by the Seller through the platform, the conditions and procedures for placing Orders, the process for entering into and terminating contracts within the Shop, payment terms and methods, delivery conditions, and the complaint handling procedure.
- 2.2. The owner and administrator of the Service is E-TRADE SOLUTIONS Sp. z o.o., registered in Legnica, ul. Hangarowa 15, 59-220 Legnica, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for Wrocław-Fabryczna in Wrocław, IX Commercial Division of the National Court Register under number 0000875181, NIP (VAT ID): 6912552324, REGON: 387822015, with a share capital of 100,000 PLN.
- 2.3. To contact the Administrator:
  - a. send an email to: [b2b@fffree.com](mailto:b2b@fffree.com);
  - b. Use the Contact Form;
  - c. Call: [+48 724 792 148](tel:+48724792148);
  - d. send correspondence to: ul. Hangarowa 15, 59-220 Legnica
- 2.4. These Terms and Conditions also constitute the terms for the provision of electronic services, as specified in Article 8(1)(1) of the Act on the Provision of Electronic Services.
- 2.5. The Seller is ISO TRADE Sp. z o.o., registered in Legnica, ul. Hangarowa 15, 59-220 Legnica, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for Wrocław-Fabryczna in Wrocław, IX Commercial Division of the National Court Register under number 0000947722, NIP (VAT ID): PL 6912559326, BDO: 000563736, REGON: 521121810, with a share capital of 15,175,000 PLN. To contact the Seller:
  - a. Email: [info@iso-trade.eu](mailto:info@iso-trade.eu);
  - b. Call: [+48 664 995 011](tel:+48664995011);
  - c. Send correspondence to: ul. Hangarowa 15, 59-220 Legnica.
- 2.6. Through the Service, the Seller offers for sale the Products visible on the platform. The information provided about the Products on the Service, including their description and Price, does not constitute an offer under the Civil Code but is an invitation to submit an offer, as defined in Article 71 of the Civil Code.
- 2.7. The Buyer cannot use the Service or place Orders anonymously, under a pseudonym, or using incorrect personal data.
- 2.8. Sales through the Service are available 24 hours a day, 7 days a week, year-round. The Administrator reserves the right to temporarily disable the Service for technical reasons.

### **3. Application of the Store Terms and Conditions**

- 3.1. The Terms of Service and the Administrator's Privacy Policy form an integral part of the Store Terms and Conditions.
- 3.2. The Store Terms and Conditions apply to all Users without any limitations.
- 3.3. By accessing the Shop, browsing its content, or using the Shop in any way through the Service, the User confirms that they have read, understood, and accepted the Store Terms and Conditions, along with any attachments and documents referred to therein

### **4. Technical requirements**

- 4.1. The minimum technical requirements for Users to use the Shop through the Service are specified in section 4 of the **Terms of Service**: <https://ffffree.com/terms-of-service.pdf>.

### **5. Placing an Order**

- 5.1. The Buyer purchases a Product through the Service by placing an Order, which can only be done via an Account.
- 5.2. To order a Product via the Service, the Buyer must visit the website: <https://ffffree.com/en/wholesale-online-hits>, and select a Product, following the steps indicated by the prompts displayed on the Service's subpages.
- 5.3. The Buyer selects the Product(s) to order, including the type and quantity, by adding individual Products to the Cart. After adding the selected Products to the Cart, the Buyer will be redirected to a subpage displaying the chosen Products, their price, quantity, and total cost. In the Purchase Form, the Buyer must provide the following information: (a) first and last name; (b) business address or registered office [street, building number, unit number, postal code, city]; (c) shipping address for the Product [street, building number, unit number, postal code, city, country]; (d) email address (including the email address for sending the invoice or other sales document); (e) phone number; (f) company name, tax identification number, REGON number, personal details of the individual placing the Order on behalf of a legal entity or organisational unit without legal personality [first and last name, position, email address, phone number]. In the Purchase Form, the User may be asked to provide a user account and create a password. After completing the Purchase Form, the Buyer should verify the data provided.
- 5.4. Before placing the Order, the Buyer must:
  - a. Acknowledge that they have read and agree to the Terms of Service by checking the appropriate box;
  - b. Acknowledge that they have read and agree to the Store Terms and Conditions by checking the appropriate box;
  - c. Acknowledge that they have read and agree to the Administrator's Privacy Policy by checking the appropriate box;
  - d. Acknowledge that they have read and agree to the Seller's Privacy Policy by checking the appropriate box;

- e. Confirm they are authorised to represent and act on behalf of the User by checking the appropriate box;
  - f. Confirm that the agreement is being made in connection with the Buyer's business activity and is of a professional nature for the Buyer by checking the appropriate box.
- 5.5. After completing the above steps, the Buyer must confirm their agreement to place the Order by clicking the "**Order and Pay**" button, indicating the obligation to pay for the Order.
- 5.6. Upon clicking the "**Order and Pay**" button, the Buyer will receive a confirmation of the purchase, along with the order details and payment information.
- 5.7. The Buyer acknowledges that by clicking the "**Order and Pay**" button, they confirm the placement of the Order, which includes the obligation to pay the Seller. The Order confirmation constitutes the User's declaration of intent to enter into a contract with the Seller in accordance with the Store Terms and Conditions and the Terms of Service.

## **6. Contract**

- 6.1. The contract between the Buyer and the Seller is formed after the Buyer has successfully placed an Order in accordance with the Store Terms and Conditions.
- 6.2. Upon successful placement of the Order by the Buyer, the Seller will immediately confirm receipt of the Order and accept it for processing. Confirmation of receipt and acceptance of the Order will be sent to the Buyer via email to the address provided during Account registration.
- 6.3. The contract is considered concluded once the Buyer receives the email mentioned in section 6.2 of the Store Terms and Conditions. The contract is entered into between the Buyer and the Seller in accordance with the Store Terms and Conditions and the Terms of Service
- 6.4. The Seller reserves the right to cancel the Order, in whole or in part, and will notify the Buyer of the cancellation by email. In such cases, no contract is formed, and the Seller will refund any payments made (provided the payment was successfully completed) within 7 Business Days of sending the cancellation notice, to the extent that the contract was not concluded.

## **7. Product Information and Prices**

- 7.1. As a general rule, the Prices listed on the Service refer to one unit of the Product.
- 7.2. The listed Product Prices do not include delivery costs. Detailed delivery methods and timelines are specified in section 9 of the Store Terms and Conditions.
- 7.3. Information regarding the Product's Price, characteristics, and key features is available on the Service and displayed alongside the Product.
- 7.4. The binding and final Price is the Price shown in the Cart at the time the Buyer places the Order.
- 7.5. The total value of the Order, which includes the total Price of the ordered Products along with delivery costs, is visible at the Order confirmation stage.
- 7.6. The Seller reserves the right to change the Prices of Products displayed on the Service, withdraw Products, and introduce new Products. These rights do not affect any Orders placed before the effective date of the Price change.

## **8. Payment Methods and Due Dates**

- 8.1.** The Buyer will receive an email with the Order details and payment information sent to the email address provided during Account registration. The Buyer must pay for the Order within the time frame specified in that email
- 8.2.** An invoice (or another sales document) will be issued for each Order in electronic form.
- 8.3.** The Buyer consents to receiving the invoice in electronic form, which will be sent to the email address provided during Account registration.

## **9. Product Delivery**

- 9.1.** The available delivery methods for Products are indicated on the Service during the finalisation of the Order.
- 9.2.** If an Order includes Products with different delivery times, the binding delivery time will be the longest delivery time specified for any of the ordered Products.
- 9.3.** The usual time for processing the Order is 2 Business Days from the moment the payment is credited to the Seller's bank account. The Seller reserves the right to extend the processing time. Delivery within Poland by the carrier typically takes between 1 and 3 Business Days from the moment the shipment is dispatched by the Seller (delivery occurs on Business Days unless otherwise indicated by the carrier). Delivery outside Poland typically takes between 7 and 14 Business Days from the moment the shipment is dispatched by the Seller (delivery occurs on the Business Days applicable to the country of delivery, unless otherwise indicated by the carrier), and the delivery time may be extended depending on the carrier. Products are shipped via courier companies.
- 9.4.** If the Buyer fails to collect or refuses to accept the shipment, the Buyer may be required to compensate for any resulting damages.
- 9.5.** If, upon receipt of the shipment, the Buyer notices that it has been tampered with or damaged (it is recommended that the Buyer checks this in the presence of the courier), a damage report should be drawn up if necessary
- 9.6.** The delivery time for a Product may differ from the time indicated in the Product description due to reasons beyond the Seller's control. If the delivery of the Product is not possible within the timeframe specified in the Product description, the Seller will promptly notify the Buyer and provide a new, approximate delivery date. To the fullest extent permitted by law, the Seller is not liable for any delays in the delivery of the Product caused by circumstances beyond the Seller's control.

## **10. Pre-Sale and Promotional Activities**

- 10.1.** Pre-sale is an invitation to enter into a contract for selected Products before their official release (pre-sale). The Seller will inform Buyers via the Service of the approximate delivery date for Products under pre-sale. If the delivery date or other pre-sale terms change, the Seller will inform the Buyer by email.
- 10.2.** The Seller may organise time-limited price reductions, offer discounts, and provide free products to all or selected Buyers (promotional activities). The terms of promotional activities may be defined separately, for example, in a separate set of terms and conditions.

- 10.3. Pre-sale offers cannot be combined with promotional activities unless the Seller decides otherwise.
- 10.4. Placing an Order for Products under pre-sale or promotional activities follows the same procedure as for other Products, unless the Seller or Administrator decides otherwise.
- 10.5. The terms of pre-sale or promotional activities apply only to purchases made during the specific pre-sale or promotional period.
- 10.6. The ability to take advantage of pre-sale or promotional activities may depend on Product availability

## **11. Liability for the Product Towards Entrepreneurs**

- 11.1. The contracts entered into with Entrepreneurs are governed by the provisions of the Polish Civil Code.
- 11.2. To the fullest extent permitted by law, the Seller excludes any liability, including but not limited to: (a) liability under statutory warranty; (b) liability for lost profits; (c) liability for non-compliance of the Product with the contract. The Seller's liability is limited to the amount paid for the Order and the delivery costs.
- 11.3. The Buyer is responsible for all direct costs associated with the return of the Product, including packaging, securing, and shipping costs for the returned Product.

## **12. Force Majeure**

- 12.1. During the duration of a Force Majeure event, the parties to the contract shall be exempt from all liability for non-performance or improper performance of the contract, provided that the circumstances constituting the Force Majeure event hinder the fulfilment of the contract.
- 12.2. This section 12 of the Store Terms and Conditions applies both during the period immediately preceding and immediately following the occurrence of the Force Majeure event, as long as the effects of the Force Majeure event impede the performance of the contract during the specified period.

## **13. Complaint procedure**

- 13.1. The Buyer may submit a complaint regarding the Product, as well as the purchasing process, in one of the following ways:
  - a. By email to: [b2b@fffrree.com](mailto:b2b@fffrree.com);
  - b. By post to: ul. Hangarowa 15, 59-220 Legnica.
- 13.2. Complaints are processed by the Administrator of the Service.
- 13.3. W celu rozpoznania reklamacji zalecane jest podanie danych umożliwiających identyfikację Kupującego i Zamówienia (nazwa, NIP, REGON, adres korespondencyjny, adres e-mail, imię i nazwisko, numer Zamówienia, przedmiot Zamówienia), wskazanie przedmiotu reklamacji oraz żądania Kupującego.  
To facilitate the handling of the complaint, it is recommended that the Buyer provide information that allows identification of the Buyer and the Order (name, NIP, REGON, mailing address, email address, full name, Order number, and Order details), along with details of the complaint and the Buyer's request.
- 13.4. The Administrator will review the complaint within 14 days of receiving it and will inform the Buyer of the outcome once the review is complete.

13.5. Complaints related to the operation of the Service should be submitted in accordance with the provisions of the **Terms of Service**: <https://fffree.com/terms-of-service.pdf>;

#### **14. Dispute Resolution**

14.1. Disputes between the Buyer and the Administrator (or the Buyer and the Seller) will be resolved by the court having jurisdiction over the registered office of the Administrator or the Seller, depending on who is the party to the proceedings.

14.2. In all other matters, the **Terms of Service** shall apply: <https://fffree.com/terms-of-service.pdf>.

#### **15. Privacy Policy**

15.1. The Administrator ensures the protection of Users' privacy. **The Privacy Policy** provides detailed information on the principles for collecting and processing personal data, as well as the collection and use of cookies: <https://fffree.com/privacy-policy.pdf>.

#### **16. Changes to the Store Terms and Conditions**

16.1. The User can access the Store Terms and Conditions at any time via the Service and may download or print them.

16.2. The Administrator reserves the right to amend the Store Terms and Conditions at any time, for any reason, including but not limited to changes in the law that affect the content of the Store Terms and Conditions or the Administrator's activities.

16.3. Users with an active Account on the Service will be informed of any changes to the Store Terms and Conditions at least 7 days before the new version takes effect.

16.4. The Terms of Service and the Administrator's Privacy Policy may be amended according to the procedures outlined in those documents



## **17. Final Provisions**

- 17.1.** The Store Terms and Conditions are governed by Polish law, particularly the provisions of the Polish Civil Code.
- 17.2.** For matters not covered by the Store Terms and Conditions, the Terms of Service shall apply.
- 17.3.** If it is determined that the contract between the Seller and the Buyer (who is an Entrepreneur) does not have a professional character for the Buyer, the provisions of the Store Terms and Conditions are not intended to limit or exclude consumer rights as provided by the Consumer Rights Act. In the event of any inconsistencies between the provisions of the Store Terms and Conditions and the Consumer Rights Act or the Civil Code relating to consumers, the provisions of the Consumer Rights Act or the Civil Code relating to consumers will apply. To exercise consumer rights, the Buyer must justify and prove that the contract did not have a professional character for them.