

GENERAL TERMS AND CONDITIONS OF SALE FOR THE RECOMMERCE SOLUTIONS ONLINE STORE

Company: Recommerce Solutions
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You may have a complaint about an order. Of course, we take your complaint seriously and want to help you. We therefore advise you to contact us to find a solution. You can also file a complaint with an independent third party.

The European Commission offers an online platform for dispute resolution, which you can find here: <https://ec.europa.eu/consumers/odr>

Article 1 - Scope of Application, Definitions

(1) The following general terms and conditions of sale apply to all business relationships between you as a customer and us, RECOMMERCE SOLUTIONS SA (hereinafter also "RECOMMERCE SOLUTIONS"), which are initiated and processed through Allegro.pl. The version of our general terms and conditions in effect at the time of purchase is decisive. Terms and conditions other than those of the customer are not recognized, except with the express consent of RECOMMERCE SOLUTIONS on their applicability.

(2) The goods and services offered by RECOMMERCE SOLUTIONS via the aforementioned Internet offers are also intended for consumers and businesses, but only for end users. For the purposes of these general terms and conditions of sale, (i) "consumer" shall mean a natural person who acts for purposes that are not related to his or her commercial or professional activity (Article 22 of the Polish Civil Code) and (ii) "entrepreneur" shall mean a natural person, legal entity or organizational unit that carries out an economic activity independently (Article 431 of the Polish Civil Code).

(3) The goods offered by RECOMMERCE SOLUTIONS are refurbished products. They are subject to testing and preparation work by RECOMMERCE SOLUTIONS before sale, which varies according to the type of products. Based on the tests, RECOMMERCE SOLUTIONS classifies refurbished products into the following categories:

- Like New:

Certified professional seller/Condition like new, possibly with micro scratches/ unlocked/ 12-month warranty/ new compatible accessories/ delivery with DPD in 72/96 hours

- Excellent Condition:

Certified professional seller/very good condition, possibly with minor scratches and signs of use/ unlocked/ 12-month warranty/ new compatible accessories/ delivery with DPD in 72/96 hours

- Good condition:

Certified professional seller/ good condition, possibly with slight scratches and visible signs of use/ unlocked/ 12-month warranty/ new compatible accessories/ delivery with DPD in 72/96 hours

Article 2 - Conclusion of Contract, Contract Language

(1) The goods and services offered by our Internet offerings do not yet constitute an offer to conclude a contract, but merely an invitation to place an order.

(2) To place an order, click on "Add to cart" on the corresponding product page. The item will be added to your cart and a new window will open automatically. Then click on "Checkout". You will then see a summary of your order. If all information is correct, please click "Checkout" again to continue with your order. To change the quantity, please enter the corresponding quantity in the "Quantity" field. If you wish to delete an item, please click on "Delete". Register by opening an account with your first name, last name and email address or log in with an existing account. Then provide your shipping and billing address. At this point, if you have an existing account, you also have the option to correct your personal information. Click "Confirm Address". Choose your delivery method and continue by clicking "Confirm Delivery". Enter your credit card information and click "Confirm Payment" to finalize your order.

(3) By placing your order, you make us an offer to conclude a purchase contract. The contract is concluded either by sending an order confirmation or by dispatching the ordered item. Confirmation of receipt of your order does not constitute acceptance of your offer. It simply serves to inform you that your order has been received.

(4) Your contractual text will be stored by us after placing the order. However, it will no longer be accessible to the customer.

(5) The contract language is Polish. Even if the contract text is translated into another language, the contract text in Polish shall remain binding.

Article 3 - Consumer's right of withdrawal, exclusion of the right of withdrawal

(1) As a consumer, you have the right of withdrawal. The conditions and consequences of the right of withdrawal are defined in the information on the right of withdrawal below.

Right of withdrawal:

You have the right to revoke this contract within 14 days without giving any reason. The withdrawal period is 14 days from the day on which you or a third party designated by you, other than the carrier, acquires possession of the goods.

To exercise your right of withdrawal, you must inform us (RECOMMERCE SOLUTIONS SA, Service GRC, 54, Avenue Lénine 94250 Gentilly, France, Email: sav+allegropl@recommerce.com) of your decision to withdraw from this contract by a clear statement (e.g. a letter sent by post or an email). For the withdrawal period to be met, it is sufficient for you to send your communication concerning the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of withdrawal:

In the event of withdrawal on your part from this contract, we will reimburse to you all payments we have received from you, including delivery costs (with the exception of the additional costs arising from your having chosen, where applicable, a delivery method other than the least expensive method of standard delivery offered by us), without undue delay and, in any event, no later than thirty days from the day on which we are informed of your decision to withdraw from this contract. We will proceed with the reimbursement using the same means of payment you used for the initial transaction, unless you expressly agree to a different means; in any case, this reimbursement will not generate any cost for you.

You must return or hand over the goods to us without undue delay and in any event not later than 14 days from the day on which you communicate your decision to withdraw from this contract to us. The deadline shall be deemed to have been met if you return the goods before the expiry of the 14-day period.

You shall bear the direct costs of returning the goods. You shall only be liable for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

The return address is the following : CMS – Celltech Mobiles Services, Strada Fulger 64, 070000 Buftea, ROMANIA. The Customer must return the Product, preferably in its original packaging, or failing that, using a container providing equivalent protection and in perfect condition accompanied by its battery and compatible accessories.

(2) The right of withdrawal shall not apply in particular :

(a) In the event of a decrease in the value of the products resulting from handling other than that necessary to establish their nature, characteristics and operation, and in the absence of the above elements, the Company reserves the right not to accept the return or not to refund in full the amounts paid for the purchase.

(b) The right of withdrawal does not apply to audiovisual products and computer software that have been sealed and opened by the consumer, sealed products that are unsuitable for return for hygienic or health protection reasons and that have been opened after delivery, and custom-made or clearly personalized products.

(3) If the delivered product is a smartphone or other electronic device linked to a specific person or a specific account through a cloud service (e.g. “Find My iPhone” in Apple's iCloud), a return will be accepted only if the device is no longer linked to a specific account. If RECOMMERCE SOLUTIONS determines during verification of the device that it is linked to such an account, it will be returned to the customer for unlinking. Otherwise, the customer will be charged the full replacement value.

Article 4 - Prices, terms of payment, reservation of title

(1) Unless otherwise agreed, the applicable prices are those listed in our online store at the time of conclusion of the contract. The delay in payment occurs 30 days after invoicing.

(2) Payments can generally be made by credit card or online payment service (e.g. Paypal). RECOMMERCE SOLUTIONS reserves the right, depending on the amount of the order and the creditworthiness of the customer, to exclude certain payment methods in individual cases.

(3) As the Customer, you are only entitled to set-off rights if your counterclaims have been legally undisputed or recognized by us in writing. Furthermore, you are only entitled to exercise a right of retention only insofar as your counterclaim is based on the same contractual relationship.

(4) The goods shall remain our property until payment has been made in full. In case of delay in payment of more than 10 days, we are entitled to withdraw from the contract and demand the return of the goods.

Article 5 - Shipping costs, terms of delivery and performance

(1) Shipping costs may vary depending on the method of delivery and the nature of the order. For more information on the amount of the shipping costs, please refer to the overview of the shipping costs shown in the respective Internet offer.

(2) We deliver the goods in accordance with the agreements made with you. The delivery time can be found in detail from the order overview.

Article 6 - Warranty

(1) If you are a consumer within the meaning of Article 22 of the Polish Civil Code, the warranty rules provided by law shall apply.

(2) If, on the other hand, you are an entrepreneur within the meaning of Article 431 of the Polish Civil Code, the following warranty rules apply to contracts for the supply of goods:

a) In case of a defect, we guarantee subsequent repair. Subsequent improvement will be made by us, at our discretion, in the form of repair or subsequent delivery.

b) If we are unwilling or unable to perform the subsequent improvement, the customer may, at his or her option, withdraw from the contract. The same applies if the subsequent improvement fails, if it is unreasonable for the customer, or if, for reasons attributable to us, it is delayed beyond a reasonable time.

c) Claims for defects are time-barred two years after delivery of the goods. This rule also applies to claims for damages due to defects, except in cases of intent or gross negligence, breach of warranty or injury to life, body or health.

Article 7 - Liability, compensation for damages and expenses

(1) Subject to the warranty rights in Article 6, our liability for damages is limited to the following paragraphs (a) through (c):

a) for injury to life, limb, health and/or guarantees as well as for damages caused intentionally or damage caused intentionally or by gross negligence;

b) in cases of product liability in accordance with the Product Liability Act;

c) in cases of breach of essential obligations arising from the contract due to slight negligence, the liability for damages resulting from this is limited to the amount of damages which we should typically have foreseen at the time of conclusion of the contract due to the circumstances known to us at that time. Essential obligations are fundamental obligations that were decisive for the conclusion of the contract and on which you could rely for their performance.

(2) In addition, any liability on our part for damages, regardless of the legal basis, is excluded.

(3) In cases referred to in paragraph 1c), claims for damages shall be time-barred after twelve months. The limitation period shall begin to run in accordance with Article 117 of the Polish Civil Code.

(4) To the extent that our liability is excluded under these provisions, this also applies to the liability of our organs and representatives, including employees.

(5) In the event of delivery problems, the customer undertakes to provide Recommerce Solutions with all necessary documents (submit complaint, written claim, photo of the parcel, etc.) required by our logistics partners in order to be compensated accordingly.

Article 8 - Data Protection

(1) Personal data provided by you will be collected, processed and stored exclusively in accordance with the provisions of the Polish law on data protection.

(2) The use of your personal data is necessary for the execution of the contract concluded with you. Any other use requires your explicit consent. You will find details on the data collected and their respective use in our privacy policy.

RECOMMERCE SOLUTIONS, Gentilly