
General Sales Conditions and Customer Information

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1) Scope of application

1.1 The present General Terms and Conditions of Sale (GTC) of Ultramera BV (hereinafter referred to as the "Seller") apply to all contracts that a consumer who has opened an account on the website www.allegro.pl (hereinafter the "Site") concludes with the seller who has also opened an account on the Site relating to the products and/or services presented by the latter on the Marketplace called "Allegro".

1.2 By placing an order via " Allegro", the buyer accepts these General Terms and Conditions of Sale (GTC) and the " Allegro " conditions.

1.3 These GTC shall also apply to contracts for the delivery of goods containing digital elements, unless otherwise agreed. In this case, the Seller is obliged, in addition to the delivery of the goods, to provide digital content or digital services (hereinafter "digital products") which are contained in the goods or connected to the goods in such a way that the goods cannot perform their functions without them.

2) Conclusion of the Contract

2.1 Product descriptions provided by the Seller and published on the "Marketplace" represent binding offers by the Seller. These may be accepted by the Buyer in accordance with the process described below.

2.2 The Buyer may accept these offers via the integrated Allegro order process. Reference is made to Article 2.2 to 2.9 of the " Allegro " general terms and conditions. The contract is concluded under the resolute condition that the product ordered is available.

2.3 Allegro shall systematically confirm that the order has been taken into account to each buyer by e-mail. Once the order has been confirmed, the order data will remain accessible in the "my orders" section of the Site.

2.4 Allegro shall inform the seller that an order for one or more of its products and/or services and/or services has been placed by a buyer. The seller has forty-eight (48) working hours to confirm or deny the availability of the Products and/or Services and to firmly accept the order. Allegro then informs the buyer by e-mail of the availability or unavailability of the products and/or services ordered. If the seller confirms the availability of the products and/or services, the sales contract is definitively concluded between the seller and the buyer

2.5 If the seller fails to reply to the buyer about the availability of the products and/or services within forty-eight (48) working hours of Allegro notifying the seller of the order, the order shall be automatically cancelled,

2.7 The processing of the order and the making of contact shall be done by e-mail and via an automated order processing system. The buyer must ensure that the e-mail address provided is correct for order processing purposes and so that he can receive e-mails sent by the Seller. Furthermore, the purchaser must also ensure that, in the event of the use of spam filters, all e-mails sent by the Seller or by third parties responsible for processing the order can be received.

3) Right of withdrawal

3.1 If the buyer is a consumer, he has a right of withdrawal.

3.2 For the purposes of these GTC, a consumer is any natural person who is acting for purposes that are not part of his or her commercial, industrial, craft or liberal activity.

3.3 Further details on the right of withdrawal can be found in the " Allegro (article 4)" conditions.

4) Prices and payment terms

4.1 Unless otherwise provided for in the product descriptions published by the Seller, the prices indicated by the Seller are final prices in Euros, all taxes included. They therefore include value added tax (VAT). Additional shipping and delivery charges may apply. These will, if necessary, be expressly displayed on the seller's product page on " Allegro ".

4.2 The Buyer may choose between the various payment methods listed in Article 2.4 of the " Allegro " conditions.

5) Delivery conditions

5.1 The goods are regularly delivered by mail order to the delivery address indicated by the buyer, unless otherwise agreed. The delivery address registered by the purchaser on Allegro when the order was placed is the reference.

5.2 Delivery times and methods are displayed on the seller's product page on the " Allegro " website. Reference is made to Article 3 of the " Allegro " conditions.

5.3 If the shipping company returns the goods to the seller due to the impossibility of delivering them to the buyer, the costs incurred by the failure of the shipment shall be charged to the buyer. This shall not apply, however, if the Buyer has exercised his right of withdrawal, if the Buyer is not responsible for the circumstances that led to the impossibility of handing over the goods, or if the Buyer has been temporarily prevented from accepting the delivery, unless the Seller has announced a reasonable delivery time in advance.

5.4 For logistical reasons, collection by the Buyer is not possible.

6) Conformity and Legal Guarantees

6.1 If the buyer is a consumer:

- The seller is responsible for the defects of conformity of the good to the contract under the conditions of the article L.217-4 and following of the code of the consumption and the hidden defects of the sold thing under the conditions envisaged in articles 1641 and following of the civil code.
- The consumer has a period of two years from the delivery of the goods to act. He can choose between repair or replacement of the good, subject to the conditions of cost provided for in Article L.217-9 of the Consumer Code. He is exempted from proving the existence of the defect of conformity of the good during the twenty-four months following the delivery of the good, except for the second-hand goods.
- The legal guarantee of conformity applies independently of any commercial guarantee that may have been granted.
- The consumer can decide to implement the guarantee against hidden defects of the thing sold within the meaning of Article 1641 of the Civil Code. In this case, he has the choice between the resolution of the sale or the reduction of the sale price in accordance with article 1644 of the civil code.
- For possible commercial guarantees, please consult the website of the seller.
- If the consumer wants to make a claim under the legal guarantee of conformity provided for in Articles L. 217-4 et seq. of the Consumer Code or the guarantee of defects in the thing sold within the meaning of Articles 1641 et seq. of the Civil Code, he can address it to the seller.

6.2 In accordance with Article 6 of the " Allegro " conditions, any complaint must be addressed by the buyer to the seller, via his Customer Area, under the headings "my orders" and "Frequently Asked Questions (FAQ)".

7) Applicable law and competent jurisdiction

Any legal relationship between the contracting parties is subject to French law,

8) Protection of personal data

With regard to the protection of personal data, Allegro is responsible for processing the personal data of the Members of the " Allegro " marketplace (article 7.1 Allegro " conditions). Therefore, the " Allegro conditions and its declaration on the protection of privacy and cookies apply to the buyer.

9) Alternative Dispute Resolution

9.1 The European Commission provides an online alternative dispute resolution platform under the following link: <https://ec.europa.eu/consumers/odr>

In order to settle a dispute with a seller, consumers have the option of using mediation through this European platform.

9.2 In accordance with the provisions of the Consumer Code, an amicable settlement also applies to cross-border consumer disputes. If the customer wants to use the service of such mediation, he can

consult the website of the Commission for the Evaluation and Control of Consumer Mediation (<http://www.economie.gouv.fr/mediation-conso/commission>).

This website provides, among other things, the contact details of the European Consumer Centre France and information on the assistance available to the consumer for the out-of-court settlement of such cross-border disputes.

If the customer wishes to have recourse to the mediation service in the event of a dispute with the seller, he must first contact the seller in writing. The ombudsman service can only be called upon when an agreement with the seller has not been reached.

10) Unique identifier(s) for extended producer responsibility

The manufacturer of the products is registered in France under the extended producer responsibility under the following code(s): FR001162_055CJU, FR001162_06XNPK, FR210918_01TLFE