

Terms and conditions of the Polka Bikes online shop

§ Definitions

Polka Bikes - Polka Bikes spółka z ograniczoną odpowiedzialnością (limited liability company).

Online Shop – online shop run by Polka Bikes.

Ordering Party – any natural or legal person placing an Order on the Online Shop.

Seller - Polka Bikes.

Product – product offered by the Online Shop.

Order – purchase request for the Product from the Ordering Party.

§ General provisions

The information provided on the website of Online Shop does not constitute a commercial offer within the meaning of Article 66 of the Polish Civil Code.

The Online Shop reserves the right to any changes and modifications in the scope of product range and price.

The Orders may be placed 24 hours a day throughout the whole year, however orders placed on Saturday, Sunday or holidays shall be processed on the next working day.

The crucial condition for the order to be accepted for implementation is to properly fill out the form available on the www.polkabikes.pl website and to send it to the Online Shop.

Placing the Order constitutes the submission of the Ordering Party of an offer for the conclusion of a contract of sale concerning the ordered products.

The Ordering Party is obliged to provide the correct telephone number and email address.

After placing the order, the seller shall send the confirmation of the order placement of the Ordering Party on the email address provided by the Customer.

The Ordering Party is obliged to select the form of payment and the shipping method for the Product delivery.

Polka Bikes reserves the right to refuse to complete an order that raises doubts regarding the customer reliability.

The Order shall be completed provided that the Product is available in the warehouse or from the shop's suppliers.

In the case of unavailability of the product placed in the order, the Ordering Party shall be informed, at the latest within 3 working days from the date of receipt of the order confirmation, about the impossibility to complete the order.

The prices in the online store are in EUR and they include the value-added tax (VAT).

The VAT invoice is attached to each purchased product, which constitutes the proof of purchase, and the warranty card.

In the case of large Orders, the Online Shop reserves the right to complete the order in the form of separate product lots.

§ Forms of payment

The ordering party may select the following forms of payment:

Dotpay online payment system – order processing shall take place after the payment is recorded on the account of Polka Bikes.

Bank transfer - order processing shall take place after the payment is recorded on the account of Polka Bikes (ING Bank, account no. 23 1050 1012 1000 0090 3031 1899 SWIFT / BIC: INGBPLPW - AN: PL 23 1050 1012 1000 0090 3031 1899)

§ Delivery

The lead time of Order is maximum 10 working days from the date of Order confirmation.

The receipt of delivery should be confirmed in writing by the Ordering Party, after which the title to the Product and any risk related to the possession and use of the Product, in particular the risk of loss or damage are transferred to the Ordering Party.

In the case of temporary unavailability of the Product placed in the order, Polka Bikes shall inform the Ordering Party immediately about this fact by email or telephone.

In the case of shipping outside of Poland, the shipping costs are determined individually.

Upon the receipt of the Product, the Ordering Party should check the condition of the package, if the package has any external damage, it is recommended not to accept it or to write a report in the presence of an employee of the delivery company.

§ Warranty and warranty claim

All Products available in the Online Shop are covered by the manufacturer's warranty.

The warranty claim Product should be accompanied by an original proof of purchase (VAT invoice) and a list of defects, which constitute the basis for warranty claim.

The service centre undertakes to repair the Product under warranty within 14 working days from the date of receipt of the warranty claim product at the Polka Bikes office.

Any products that have been converted or modified shall lose their warranty.

Any warranty claims may be submitted by telephone (+48506147783), email (kontakt@polkabikes.com) or in writing (address: Polka Bikes Sp. z o.o., ul. Sierakowska 6, 05-080 Izabelin, Poland)

§ Return of Product

The Ordering Party has the right to return the Product within 14 calendar days from the date of its delivery, if the product was shipped within European Union.

In the case of returning the Product by the Ordering Party, the Online Shop guarantees the reimbursement of money within 5 working days by bank transfer on the account indicated by the Ordering Party.

When returning the Product, one should remember that the returned Product:

should be sent in its original, undamaged packaging, should not be damaged

in any way, should not bear any signs of being used.

The returned Product should be accompanied by all original documents that were delivered to the Ordering Party together with the equipment and also the declaration on exercising the right to return the product.

The delivery costs of the returned Product are covered by the Ordering Party.

In the case where the shop deems that the returned product does not meet the requirements, Polka Bikes may consider the rescinding from the contract as void and invalid and may leave the Product at the Ordering Party disposal.

§ Protection of personal data

The registration form includes data allowing for the identification of the Ordering Party, that is personal and address data.

Any Ordering Party that has filled out the registration form has a permanent access to his/her data to verify, modify or delete it.

Personal data is used solely and exclusively for the delivery of the ordered product, is not and will not be in any way processed or made available.

Personal data will be stored and processed by Polka Bikes in compliance with all safety requirements set out in the Act of 29 August 1997 on Personal Data Protection (i.e. Journal of Laws of 2002, No. 101, Item 926, as amended).