## **REGULATIONS**

§ 1

#### definitions

For the purposes of these Regulations, the following definitions are adopted:

- 1. Regulations this document specifying the terms and conditions of using the website.
- 2. Nire Nire Sp. z o.o. with its registered office in Cologne Mrokowska, ul. Rejonowa 29, 05-552 Kolonia Mrokowska operating on the basis of an entry in the National Court Register kept by the District Court in Białystok, XII Commercial Department of the National Court Register under number 0000759377, NIP 8442364341, seller and owner of the website.
- 3. Website the website www.nire.eu
- 4. Customer a natural person, legal person or an organizational unit which is not a legal person
- 5. Consumer a Customer who is a natural person making purchases in the Store not directly related to his business or professional activity within the meaning of art. 221 of the Civil Code.

§ 2

- 1. The website provides full information about the goods sold by Nire.
- 2. The website gives the opportunity to place an order or an inquiry. The website is not a typical online store.
- 3. These Regulations regulate all important elements necessary to place an order.

§ 3

# Selling item

- 1. The subject of sale are regenerative devices having a built-in infrared radiation mat.
- 2. Goods are brand new and covered by warranty.
- 3. Every time after placing an order Nire confirms the availability of goods.
- 4. The prices on the website are gross prices, including VAT and expressed in the Polish currency.

#### Orders

- 1. The customer can place an order 24 hours a day, 7 days a week.
- 2. Before placing the order, the Customer must accept the provisions of these Regulations. In the event of using the promotional offer, the Customer must also accept the provisions of the Promotion Regulations.
- 3. The Customer may order goods by sending a completed contact form available on the website. After receiving the order, a Nire employee will contact the customer to arrange and confirm the details of the order.

§ 5

## Payment, delivery

- 1. Payment for the order by transfer to a Nire bank account, as follows:
  - 50% of the Price due for a given Good within 3 Calendar Days from the date Nire accepts the order.
  - 50% of the Price for a given Good within 3 Calendar Days from the date of receipt of a notification from Nire that the Good is ready for shipment. The date of payment is the date the payment is credited to the Nire bank account:
  - 2. Available delivery methods:
- Direct delivery carried out directly by Nire, using our own transport. It is carried out on the territory of the country, on a date agreed with the client. Includes delivery, delivery, installation at the indicated place and an instructor.
- Delivery by courier it is carried out by a courier company cooperating with Nire, which performs delivery on behalf of Nire. Does not include bringing, assembly and instructor. The customer is obliged to check the condition of the package. In the event of a breach during delivery, write down an appropriate report, a template of which a courier company employee has.
- Delivery by courier abroad is carried out by a courier company cooperating with Nire, which performs delivery on behalf of Nire. Includes delivery, no delivery, assembly and instruction manual. The customer is obliged to check the condition of the package. In the event of a breach

during delivery, write down an appropriate report, a template of which a courier company employee has.

- 3. Nire issues a purchase document for all goods and services:
- 1. for the Consumer, a personal VAT invoice on the day the amount is credited to the Nire bank account and is attached to the parcel.
- 2. For enterprises, a VAT invoice, in accordance with the data provided in the order form.
- 3. The Customer authorizes Nire to issue a VAT invoice without signatures.

§ 6

## Warranty and product complaints

- Nire guarantees the smooth operation of the device for which it issues a warranty card, provided that it is used in accordance with its intended use and conditions described in the user's manual.
- 2. Nire provides a 24-month warranty from the date of sale of the equipment. The warranty rights will be exercised after the presentation of a valid warranty card together with the proof of purchase and confirmation of the compliance of the provisions in the warranty card with the actual state.
- 3. The warranty card is valid if it is drawn up on the original form and contains the following data: equipment name, model, serial number, seller stamp and signature, and purchase document number. Making any changes, deletions or corrections by unauthorized persons entails its annulment.
- 4. The Nire warranty applies to goods purchased domestically and is only valid on Polish territory.
- 5. Each product has a nameplate with a unique serial number. Damage to the plate, which makes it impossible to identify the equipment, results in the loss of warranty repair rights.
- 6. The customer loses all rights arising from the guarantee in the event of unauthorized repairs or structural changes. The warranty does not apply when the equipment is used for purposes other than those intended.
- 7. Defects revealed during the warranty period will be removed free of charge by Nire, within the shortest possible time not exceeding 14 working days from the date of acceptance of the

- 1. The condition of accepting the product to the website is to submit a complaint in writing by email or phone contact with the service. If an RMA number is assigned, this number should be prominently displayed on the shipping container. The cost of authorized transport is borne by the guarantor.
- 2. The product should be delivered to the service point in the original factory packaging, guaranteeing safety during transport. In the absence of a factory packaging, the risk of damage during transport is borne by the customer.
- 3. Upon receipt of the purchased product, the Customer undertakes to assess the condition of the packaging. In the event of a breach of the packaging (damage, dents, flooding, damage to the tape, etc.) or mechanical damage to the equipment, the customer is obliged to prepare a damage report with the forwarding agent's representative and immediately notify the service of the situation.
- 4. The warranty covers only damages and defects resulting from causes inherent in the sold product. The warranty does not cover damage caused by external causes, such as mechanical damage caused by weather phenomena (moisture, rain, snow, water), pollution, flooding and damage resulting from transport, improper maintenance. Product warranty, which is a natural effect of use, is excluded from the warranty.
- 5. The complaint procedure does not provide for the installation / launch of the product at the customer.
- 6. Nire will not be responsible for timely warranty repairs if service activities are disrupted by unforeseen force majeure circumstances.
- 7. Nire is not responsible for any damages or losses resulting from the inability to use the advertised product.
- 8. In the event of an unjustified complaint, the Customer bears the costs of testing and transport.
- 9. These Warranty Terms and Conditions set out in an exhaustive manner the Guarantor's obligations under the warranty granted, as well as the scope of the Claimant's rights. The warranty does not exclude or limit or suspend the buyer's rights arising from the non-compliance of the goods with the contract.

### The right to withdraw from the contract, return

- 1. The Customer has the right to withdraw from a distance contract only with respect to Goods that have not been personalized by the Customer, i.e. those that were not commissioned for production on the Customer's special order, which the Customer could not make any.
- 2. In a situation where the contract was concluded remotely and the Customer's right to withdraw from the contract is not excluded, subject to paragraph 1 above, the Customer may withdraw from the contract within 14 days from the date of Nire's release of the product without giving a reason and without costs. The Customer's right to withdraw from the contract expires after 14 days from the day following the day on which the product was released to the Customer.
- 3. The customer who wants to exercise the right to withdraw from the contract, in accordance with paragraph 2 above, must submit to Nire a declaration of will to withdraw from the contract, containing all the information indicated therein: a declaration of will to withdraw from the contract concluded, date of conclusion of the contract, date of submitting the statement, order number, customer's name, customer's address, bank account number to which the payments made by the Customer are to be returned and the Customer's signature. The customer may submit a declaration of withdrawal from the contract in writing and electronically. To keep the deadline specified in paragraph 2 above it is necessary to send a statement before its expiry. Nire will immediately confirm receipt of the statement of withdrawal.
- 4. In a situation where the Customer has the right to withdraw from the contract, he must return the Nire product as soon as possible, but not later than within 14 days from the day on which he withdrawn from the contract. To meet this deadline, simply return the product before its expiry. The purchased product will be returned at the Customer's expense.
- 5. Nire will return the payment made to the customer's bank account specified in the declaration, no later than within 14 days from the date of returning the goods.
- 6. The customer is responsible for reducing 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. The returned product must be delivered in its original packaging. Nire has the right to demand from the Customer to repair the damage consisting in reducing the value of the product on the principles set out in the Civil Code.

#### Personal data

- 1. Personal data: name, address and email, provided to Nire in the form on the website will be used only in a manner consistent with the Privacy Policy.
- 2. Sending the order by the Customer is tantamount to his consent to the storage and processing by Nire of personal data contained in the order form, in accordance with the provisions of the Personal Data Protection Act. from 2014, item 1182 as amended. § 10 Intellectual Property Rights 2. All intellectual property rights, especially copyright, trademark rights, which belong to all texts, images, films, illustrations, software and other materials placed on the website are the property of Nire and / or are subject to the owner's permission to use them .
- 3. The Customer may print parts of the page, download them to the hard disk of his device, transfer to third parties only if he does so for the purposes permitted by applicable law.
- 4. Without the written consent of Nire, the Customer may not use the content and signs from the website, a copy or parts thereof for commercial purposes. It may not change, modify or use its content, among others on the blogs and websites of bystanders.

#### § 10

## **Intellectual Property Rights**

- 1.1. All intellectual property rights, especially copyright, trademark rights, which belong to all texts, images, films, illustrations, software and other materials placed on the website are the property of Nire and / or are subject to the owner's permission to use them .
- 1.2. The Customer may print parts of the page, download them to the hard disk of his device, transfer to third parties only if he does so for the purposes permitted by applicable law.
- 1.3. Without the written consent of Nire, the Customer may not use the content and signs from the website, a copy or parts thereof for commercial purposes. It may not change, modify or use its content, among others on the blogs and websites of bystanders.

- The minimum technical requirements that must be met by the device's IT system to be able to fully use the Nire website: Moz Mozilla Firefox browser version 3.0 or later with Java, JavaScript and cookies applets enabled
- Google Chrome browser version 21.0 or newer with enabled Java, JavaScript and cookies applets
- Internet Explorer browser version 8.0 or 7 newer with enabled ActiveX, JavaScript, cookies.
- The customer who uses the Nire website undertakes to:
- use the website in a way that is not burdensome for Nire and other Customers
- use the website in a manner consistent with the provisions of law in force in the territory of the Republic of Poland,
- use the website in a manner consistent with the provisions of these Regulations;
- o not provide or transfer content prohibited by law,
- use the website without disturbing its functioning,
- do not take action, among others: placing unsolicited commercial information on the website
  (spam)
  - Nire undertakes to take action to ensure the proper functioning of the website.
  - The customer should report to Nire information about irregularities or interruptions in the proper operation of the website.

§ 12

#### **Final Provisions**

- 1. The content on the website www.nire.eu does not constitute an offer within the meaning of art. 543 of the Civil Code.
- 2. Nire is not responsible for any errors in the product descriptions that appear on the website, because they are consistent with data from the manufacturer.
- 3. Nire has the right to post and cancel offers, promotions and to change prices on the website without prejudice to customers who placed an order, concluded a sales contract before making the change.
- 4. Nire has the right to amend these Regulations, including due to changes in generally applicable laws, organizational changes at Nire, range expansion.
- 5. The use of the Website by the Customer after making changes to the Regulations means their acceptance.

6. These Regulations do not limit the rights of the Customer who is a consumer who has rights under applicable law. In the event of a discrepancy between the provisions of the Regulations

and applicable law granting consumers rights, priority shall be given to these provisions.

7. In matters not regulated, the provisions of the Civil Code and the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827) shall apply.

8. Questions and comments should be submitted by:

correspondence address:

Nire Sp. z o.o., ul. Rejonowa 29, 05-552 Kolonia Mrokowska

1. contact form

2. e-mail biuro@nire.eu