

TERMS & CONDITIONS

The conclusion of the contract between a Buyer and a Seller can be executed in two ways. Prior to placing the order, a Buyer is given a right to negotiate with a Seller all records under the contract, including those changing terms of this contract.

The negotiations should be upheld in the written form, and subsequently sent to a Seller's address :

Molecule Tomasz Rodzynkiewicz
Masarska 9/88
31-534 Kraków
Poland

At the event of a Buyer's refrain from the possibility of conclusion of the Contract, on the basis of individual negotiations, the following Terms and Conditions along with applicable laws shall apply.

TERMS AND CONDITIONS

§1 Definitions

1. Mailing address – Given named surname, or institution name, location (in the case of a town divided into streets: street number, building or apartment number; in the case of a town not divided into streets: name of the town and number of the property), postal code and city.
2. Complaints address – Complaint address:
Molecule Tomasz Rodzynkiewicz
Masarska 9/88
31-534 Kraków
3. PolandPrice list – visit www.moleculeclimbing.com in order to view summary of the available supplies and their costs.
4. Contact details:
Molecule Tomasz Rodzynkiewicz
Masarska 9/88
31-534 Kraków
Poland
e-mail: info@moleculeclimbing.com
5. Proof of Purchase – invoice, bill or receipt issued in accordance with the Goods and Services Tax Act of 11 March 2004 as amended, along with other applicable laws.
6. Product Card – single subpage of the Store containing information about a single product.
7. Client – an adult, natural person with full legal capacity, a legal person or an organizational unit without legal personality, but possessing the capacity to engage in legal transactions, who makes a purchase to a Seller directly related to their business or profession.

8. Civil Code – the Act of 23 April 1964 – Civil Code (Journal of Laws No 16, item 93, as amended).
9. Code of good practice—a set of rules of conduct, and in particular the ethical and professional standards referred to in Article 2 item 5 of the Act on Counteracting Unfair Market Practices of 23 August 2007, as amended.
10. Consumer – an adult, natural person with full legal capacity, possessing the capacity to engage in legal transactions, who makes a purchase to a Seller directly related to their business or profession.
11. Cart – A list of products chosen out of the products offered in the Store based on a Buyer's choice.
12. A Buyer – both, Consumer and Client.
13. Place of issue– mailing address or pick-up point indicated in the order by a Buyer.
14. Moment of issue–moment in which a Buyer or the designated third party take delivery of the property.
15. Payment – a method of payment for subject of the contract and delivery under the given address: antidotebikes.com/payment.
16. Consumer law – the Act of 30th of May 2014 of Consumer Rights.
17. Product – minimal and indivisible number of items, which may be the subject of the order, and which is given in a Seller's Store as a unit of measure when determining its price (unitper price).
18. Subject of the Contract– products and delivey which are subjects of the Contract.
19. Assets provided– subject of the contract.
20. Pick-up point–Place of issue of the item, which is not a mailing address listed in the statement posted by a Seller in the store.
21. Item – movable item that may be the subject of the contract.
22. Store – online store available at antidotebikes.com/Store, through which a Buyer can place an order.
23. Seller:
Molecule Tomasz Rodzynkiewicz
Masarska 9/88
31-534 Kraków
Poland
NIP: 6751736727, REGON: 387230361

24. BANK DETAILS:
SWIFT: PKOPPLPW
PLN - PL09 2490 0005 0000 4530 2227 7910
EURO - PL44 1240 4719 1978 0011 1812 1379
25. System – A team of interoperable information and software devices that provide processing and storage, as well as sending and receiving data over telecommunication networks using a network-specific type of terminal device, commonly referred to as the Internet.
26. Limit of completion – the number of working hours and days given in the Product Card.
27. Contract – a contract concluded away from business premises, or at a distance in line with the meaning of the Act of 30 May 2014 of Consumer Rights, for Consumers and the sale agreement within the meaning of art. 535 Civil Code of April 23, 1964 in the case of Buyers.
28. Defect – both, physical and legal defect.
29. Physical defect – nonconformity of item with the contract, and especially when:
An item does not have the characteristics that this kind of item should have because of the purpose of the contract, as determined either by circumstance or destination;
the item does not have the characteristics that a Seller has provided a Consumer,
the item is not suitable for the purpose of which a Consumer informed a Seller at the conclusion of the contract, and a Seller did not raise any objection to such use;
the item was released to a Consumer in an incomplete state;
in the event of improper installation and commissioning, if these actions were done by a Seller or the third party for whom a Seller is responsible for, or by a Consumer who has followed the instruction received from a Seller;
item does not have the property provided by the manufacturer or his representative or the person, who places the item on their business and the person who, by affixing the name, trademark or other distinctive sign to the item being sold, provided that a Seller did not know these assurances, or judged reasonably, They could not know or could not have influenced a Consumer's decision to conclude the contract, or if the content was corrected prior to the conclusion of the contract.
30. Legal Defect – the situation when the sold item is the property of a third party, or is subject to the third party's right, and if the restriction on the use or disposal of the item is a result of a decision or a judgment of a competent authority.
31. order – Buyer's statement made through the store clearly identifying: type and quantity of products; type of delivery; payment method; the place of issue of the item, a Buyer's information and aiming directly to enter into a contract between a Buyer and a Seller.

§2 General Terms

1. The contract is concluded in Polish, in accordance with Polish law and applicable regulations.

2. The place of issue must be located in the territory of the Republic of Poland.
3. A Seller is obliged and they oblige to provide the service and deliver the item free from defects.
4. All prices quoted by a Seller are expressed in Polish currency and are gross prices (including VAT). Product prices do not include the cost of delivery, which is specified in the price list of supplies.
5. All terms are calculated according to art. 111 of the Civil Code, that is, if the deadline, in days, ends with the end of the last day, and if the beginning of the date marked in days is a certain event, it is not taken into account when calculating the date of the day in which this event occurred.
6. A Confirmation, an access, a consolidation, or securing of all relevant provisions of the contract in order to gain access to this information in the future takes place in the form of:
 - a) A confirmation of the order by sending to the indicated e-mail address: an order, a proforma invoice, an information on the right of withdrawal, the rules in the pdf version, form of withdrawal in PDF, links to self-downloading of the rules and withdrawal template;
 - b) Attached to the completed order, sent to the indicated place of issue of printed matters: the purchase certificate, the information on the right to withdraw from the contract, these rules, the template of the withdrawal form.
7. A Seller hereby informs about the third party warranties for the products in the store.
8. A Seller shall not charge any fees for communication by means of distance communication methods, and a Buyer shall bear its costs in the amount resulting from the contract he made with a third party providing his services with a remote communication service.
9. A Seller assures a Consumer that the system is functioning properly in the following browsers: IE version 7 or higher, FireFox version 3 or higher, Opera version 9 or higher, Chrome version 10 or higher, Safari with the latest versions of JAVA and FLASH, Horizontal above 1024 px. Using third-party software that affects the functioning and functionality of browsers: Internet Explorer, FireFox, Opera, Chrome, Safari may affect the proper display of your store, so in order to get a full operation ability of the store: moleculeclimbing.com, you have to turn them all off.
10. A Buyer may use the option to store his or her data through the store to facilitate the ordering process. For this purpose a Buyer should provide the login and password required to access his account. Login and password are a string of characters set by a Buyer, who is obliged to keep them secret and protect them from unauthorized access to third parties. A Buyer has the ability to view, correct, update and delete the account at any time.

A Seller complies with the code of good practice.
11. A Buyer agrees:

not to provide nor transmit content prohibited by law, such as content promoting violence, defamation or infringement of personal or other rights of third parties,

to use the store in a way that does not interfere with its operation, in particular by using specific software or hardware, not to take actions such as sending or posting unsolicited commercial information (spam), to use of the store in a way that is not a nuisance for other Buyers and for a Seller, to use any content provided within the store only for personal use, to use the store in a manner consistent with the law of the Republic of Poland, the provisions of the rules, as well as the general rules of netiquette.

§3 Conclusion of contract and realization

1. Orders can be made 24 hours a day.
2. To place an order, a Buyer should do at least the following steps, some of which may be repeated:
 - Add a product to the cart
 - Choose a delivery
 - Choose a payment method
 - Choose a place of issue
 - Place the order in the store by using the "PLACE ORDER" button.
3. The conclusion of the contract with a Consumer takes place when the order is placed.
4. The realization of the order with order to payment method takes place immediately, and the payment order is made by wire transfer or via electronic payment system after the payment of a Consumer's payment to a Seller's account, which should be made within 30 days since placing the order, unless a Consumer was unable to conduct the payment not at his fault, and informed a Seller about that.
5. Conclusion of the contract with the Customer occurs at the moment of acceptance of the order by a Seller, which is sent to the Customer within 48 hours of placing the order. Realization of the order paid by order to payment method is made immediately after the conclusion of the contract, and the order realized by means of wire transfer or electronic payment system, after the conclusion of the contract and the booking of the customer's payment in a Seller's account.
6. Realization of the Customer's order may be made conditional upon payment of all or part of the value of the order or obtaining the credit limit of the merchant at least equal to the value of the order or consent of a Seller to send the order for collection (payable on receipt).
7. The subject of the contract is sent within the deadline specified on the product card, and for multi-product orders for the longest period of time specified on the product sheet. The run of the term starts when the contract is executed.
8. The purchased subject of the contract is accompanied by a Buyer's selected sales document, and sent to a Buyer, upon the selection of delivery method, to the place of issue indicated by a Buyer together with the enclosed appendices referred to in §2 (6b).

§4 A right to withdraw from a contract

1. A Consumer is entitled, under Art. 27 of A Consumer rights, a right to withdraw from a distance contract without giving a reason and without incurring costs, except for the costs specified in Art. 33, art. 34 of A Consumer Law. The term of withdrawal is 14 days from the date of issuing of the item, and in order to keep the term, it is sufficient to send a statement before the expiration.
2. A Consumer may submit a declaration of withdrawal in form of compliant with consumer law.
3. A Seller will promptly confirm to a Consumer on the email (given at the conclusion of the contract, or any other if given in the statement made) a procurement of a withdrawal notice. In the case of the withdrawal from a contract, the contract shall be considered not concluded.
4. A Consumer is obliged to return the item to a Seller promptly, but not later than 14 days after the date of withdrawal. It is enough to return the item before the term expires.
5. A Consumer returns the items being the subjects of the contract from which he resigned at his own expense and risk.
6. A Consumer does not bear the cost of providing digital content that is not recorded, unless they agree to make a payment prior to the expiration of the withdrawal period or have not been informed of the loss of his right to withdraw from the contract, at the time such a consent was given or if the entrepreneur did not provide confirmation in accordance with art. 15 sec. 1 and Art. 21 sec. 1. under A Consumer Law.
7. A Consumer is responsible for any loss of the value of the thing being the subject of the contract, and resulting from its misuse.
8. A Seller immediately, not later than within 14 days from the receipt of a Consumer's withdrawal notice, will return to a Consumer all payments procured by him, including delivery of the item. And, if a Consumer chooses a delivery other than the cheapest ordinary delivery method offered by a Seller, a Seller will not reimburse a Consumer for additional costs in accordance with Article 33 of a Consumer Law. A Seller reimburse a payment using the same method of payment as a Consumer used, unless a Consumer expressly agrees to another payment method that does not incur many costs.
9. A Seller may refrain from reimbursing the payment received from a Consumer until the item is returned or delivered by a Consumer as a proof of his return, depending on what was first. Consumer in accordance with Article 38 of a Consumer Law does not have the right to withdraw from the contract: when the price or remuneration depends on fluctuations in the financial market over which a Seller does not have control, and which may occur before the expiration of the withdrawal period; when the subject of the contract is an unconverted item, made in line with the specifications of a Consumer or catered to its individual needs; when the subject of the contract is an item that spoils quickly, or has a short shelf life; when the subject of the contract is an item in a sealed package which can not be returned for health or hygiene reasons, if the packaging has been opened after delivery; when the subject of the contract are things that, once delivered, by their nature, are inseparably lin-

ked to other things; when the subject of the matter are sound or visual recordings or software delivered in a sealed packaging, if the packaging has been opened after delivery; in case of delivering digital content non saved at any disk, if it began with the express consent of a Consumer before the expiry of the time limit for withdrawal and after informing the trader of the loss of the right of withdrawal in case of delivery of dailies, periodicals or magazines, except for subscription contracts.

§5 Warranty

1. A Seller in accordance with art. 558§1 of the Civil Code completely excludes liability to Customers for any physical and legal defects (warranty).
2. A Seller is liable to a Consumer under the terms of Art. 556 Civil Code and others for defects (warranty).
3. In case of a Consumer Contract, if a physical defect has been discovered one year before the issuing of the item, it is assumed that it existed at the time the hazard was passed on to a Consumer. Where the sold item is defective a Consumer can: Submit a statement of claim for price reduction; Submit a statement of claim for withdrawal from the contract; Where a Seller promptly and without undue inconvenience to a Consumer, will replace the faulty item or will repair defective item. However, if the item has already been exchanged or repaired by a Seller, or a Seller has not made the obligation to exchange the faulty item or repair the defect, they shall not be entitled to exchange the item or remove the defect.
4. A Consumer may demand replacement of the item instead of repairing the defect as proposed by a Seller, or instead of replacing the item, they may demand to repairing the defect, unless it is impossible to bring the item into conformity with the contract in the manner chosen by a Consumer, or if it required excessive costs in comparison to the method proposed by a Seller. When evaluating the cost it is inevitable to consider the value of the defect-free item, the nature and significance of the defect identified, and the inconvenience incurred to a Consumer.
5. A Consumer can not withdraw from the contract if the defect is irrelevant. If the sold item has a defect, a Consumer can also: demand a replacement for a defect-free item; demand the removal of the defect.
6. A Seller is obliged to exchange the faulty item into defect free one, or remove the defect within a reasonable time without undue inconvenience to a Consumer.
7. A Seller may refuse to satisfy a Consumer's claim, if it is impossible to exercise the contract in a manner chosen by a Buyer, or it would incur unreasonable and excessive costs.
8. In the event that a defective item has been assembled, a Consumer may require a Seller to dismantle and re-assemble after replacing the item or removing defects, but they are required to bear a part of the costs associated with that item in excess of the price of the sold item, or may require a Seller to pay part of the costs. Dismantling and re-mounting, up to the price of the sold item. In the event of failing to meet these obligations by a Seller, a Consumer is authorized to do so at the expense and risk of a Seller.
9. A consumer who exercises warranty rights is obliged at the expense of a Seller to

send a defective item to complaint address, and if, as a result of the nature of the thing, or the way it was assembled, the delivery of the item by a Consumer would be excessively difficult, a Consumer is obliged to grant a Seller an access to the sold item at the place, where it is kept. In case of failing to meet this obligation by a Seller, a Consumer is entitled to return the item at Seller's expense and risk.

10. Replacement or repair costs are borne by a Seller, except as described in §5 (10).
11. A Seller is obliged to accept a defect item from a Consumer in case of exchanging the item into free from defects, or withdrawal from the contract.
12. A Seller is obliged to respond within 14 days in terms of :statement concerning price reduction; statements of withdrawal from the contract; requests to exchange items into a defect less one; request concerning removal of the defect .Otherwise a Consumer's statement and/or is considered to be justified.
13. A Seller is liable under the warranty if a physical defect is discovered within two years from the issuing of the item to a Consumer, and if the object of sale is used within one year from the issuing of the item to a Consumer.
14. A Consumer's demand for the repair of a defect item or replacement is time-barred from the date of defect determination, but not earlier than two years after the issuing of the item to a Consumer, and if the item is sold before the end of one year from the date of the issuing of things to a Consumer.
15. In the event that the expiry date of the item, determined by a Seller or the manufacturer, ends after two years from the date of delivery of the item to a Consumer, a Seller shall be liable due to warranty for any physical defect of that item found before the termination of expiry date. In the terms set forth in §5, points 15-17, a Consumer may make a declaration of withdrawal or price reduction due to a physical defect of the sold item. And, if a Consumer requests replacement of the item or defect repair, the period of time for submitting a declaration of withdrawal from the contract or price reduction starts with the expiry of the time limit for the replacement of the item or the removal of the defect.
16. In the event of a court order or an arbitration court order, one of the rights under the warranty, the time limit for exercising other powers granted to a Consumer is suspended until the final termination of the proceedings. It also applies equally to mediation proceedings, but the time limit for enforcing other warranty rights granted to a consumer begins at the date the court refuses the mediation agreement to be concluded or if the mediation is not successful.
17. For the exercise of rights under the warranty for legal defects of a sold item, §5 pts. 15-16 shall apply, except that the period of time begins with the date on which a Consumer learned about the existence of the defect. And if a Consumer has learned of the existence of the defect only after Third-party actions – from the date on which the the verdict given in the dispute with a third party has become final. If, due to a defect, a Consumer has made a declaration of withdrawal or a price reduction, they may demand compensation for the damage they suffered by contracting without knowing of the defect, even if the damage was the consequence of circumstances beyond the control of a Seller. In particular, they may demand reimbursement of contract costs, costs of collection, transportation, storage and insurance of items, reimbursement of expenditures made to the

extent, that they did not benefit from them, and did not receive their return from a third party and reimbursement of the costs of the process. It does not prejudice the provisions on the obligation to pay compensation on a general basis.

18. The expiry of any time to declare a defect does not exclude the performance of warranty rights if a Seller has concealed the defect fraudulently.
19. A Seller, if they are obliged to provide a service or financial support to a Consumer, will do so without undue delay, no later than the time allowed by law.

§6 Privacy policy and personal data security

1. The Administrator of personal databases, provided by Store's Consumers, is a Seller. A Seller undertakes to protect personal data in accordance with the Personal Data Protection Act of 29 August 1997 and the Electronic Services Act of 18 July 2002.
2. A Buyer, when submitting their personal details to a Seller, agrees to their processing by a Seller in order to fulfill the order placed. A Buyer has the ability to view, correct, update and delete their personal data at any time.
3. The detailed rules for collecting, processing and storing personal information used for order processing by the store are described in the Privacy Policy at <https://moleculeclimbing.com/terms-of-sale/>.

§7 Final Provisions

1. None of the provisions of these Terms and Conditions is intended to infringe Buyer's rights. Nor can it be interpreted that way, as in the case of non-compliance of any part of the Terms and Conditions with the applicable law, a Seller declares absolute submission to the national application laws in place of the contested provision of the Terms and Conditions.
2. Registrants will be notified via e-mail (indicated on the registration form) of changes in the Terms and Conditions and their scope.
3. The notice will be sent at least 30 days before the entry into force of the new regulations. The amendments will be introduced to adjust the Terms and Conditions to the legal status in the force.
4. The current version of the Terms and Conditions is always available to a Buyer at the Terms and Conditions tab (<https://moleculeclimbing.com/terms-of-sale/>). During the execution of the order and throughout the period of after-sales care of a Buyer, there shall be applicable Terms and Conditions accepted by a Buyer while making the order. The exception is where a Consumer considers it less favorable than the current one, they shall inform a Seller of the current selection as valid one.
5. For matters not covered by these Terms and Conditions, the applicable legal regulations apply.
6. Disputable issues, if a Consumer expresses such a will, are solved

by way of mediation proceedings before the Voivodship Inspectorates of Trade Inspection or at the course of a trial before the arbitration court at the Voivodship Inspectorate of Trade Inspection.

7. A Consumer may also use equivalent and lawful means of pre-trial or out-of-court dispute resolution, e.g. via the EU-based platform, located at <http://ec.europa.eu/consumers/odr/>. Lastly, all the disputes shall be resolved by the court of local jurisdiction