

## § 1 GENERAL PROVISIONS

1. These Regulations have been drawn up on the basis of the provisions of law in force in the territory of the Republic of Poland. The Regulations together with legal regulations regulate the issues concerning the use of the Aviolights.com Online Store available at <https://www.aviolights.com>.
2. The owner of the Aviolights.com Online Store is Skydream sp.z o.o. with headquarters in Czechowice-Dziedzice at ul. Dworcowa 15a, NIP: 6521722443, REGON: 242876957, registered by the District Court in Katowice, 8th Commercial Division of the National Court Register under the KRS number: 0000413056.
3. The Customer may contact the Seller, in particular, via e-mail at the following address: [info@aviolights.com](mailto:info@aviolights.com), by calling the number: +48 607 679 480 or +48 32 411 01 53 from 8.00 a.m. - 4.00 p.m. on business days and in writing to the following address: ul. Cieszyńska 317/4, 43-300 Bielsko-Biała

## § 2 DEFENITIONS

1. Store Owner, Seller - Owner of the Aviolights.com Online Store, referred to in § 1 sec. 2 of the Regulations;
2. Client - any natural person with full legal capacity, legal person or organizational unit without legal personality, to which the law grants legal capacity.
3. Entrepreneur - a customer performing economic activity within the meaning of Article 431 of the Act of 23 April 1964 Civil Code (uniform text: Journal of Laws 2019, item 1445 as amended),
4. Consumer - a customer who is a natural person with an entrepreneur who performs a legal transaction not directly related to its business or professional activity.
5. Store - Aviolights.com Online Store available at <https://www.aviolights.com>
6. Regulations - These Regulations for the provision of electronic services,
7. Working days - days of the week from Monday to Friday, excluding public holidays,

## § 3. CONDITIONS OF SALE

1. The Store Owner sells goods presented on the Aviolights.com Online Store website.
2. The parties to the sales contract concluded via the Aviolights.com Online Store are: the Seller and the Customer.

3. The sales contract may be concluded with the customer who, in order to conclude a sales contract, must each time provide:

- e-mail address and data provided in the order form
- read and accept the provisions of the Regulations.

4. Information about the goods and the prices presented on the Store's website do not constitute an offer within the meaning of Art. 66 § 1 of the Act of 23 April 1964 Civil Code (Journal of Laws of 1964 No. 16, item 93, as amended; hereinafter: the Civil Code). Information about the goods along with the prices presented on the Store's website is only an invitation to conclude a contract within the meaning of art. 71 of the Civil Code.

5. The sale contract is concluded by placing an order by the Customer and its acceptance by the Seller.

6. Orders made via the website can be placed 24 hours a day throughout the year. Orders placed on working days after 15.00, on Saturdays, Sundays and public holidays will be processed the next business day.

7. Placing an order via the website constitutes a purchase offer within the meaning of Art. 66 § 1 of the Civil Code, which is binding for 5 business days (after that time it expires) and consists of the following activities:

- selecting goods from among those presented on the Store's website,
- choosing the method of payment and delivery,
- filling the obligations referred to in sec. 3

8. In response to the order placed, the Seller sends an e-mail to the e-mail address provided by the Customer or contacts by phone within 5 working days in order to:

- accepting the order (offer) - in this case, the sales contract is concluded on the day of submitting the statement,
- refusing an order (offer) - in this case, no contract is concluded,

9. The prices presented on the website of the Aviolights.com Store are given in Polish zlotys (PLN), euro (EUR) and American dollars (USD).

#### § 4. METHOD AND TIME OF PERFORMANCE AND COST OF DELIVERY

1. The Seller is obliged to deliver the goods free from defects.

2. Products offered in the Store are available products. In random situations related to the lack of a product in the warehouse, the Store Owner is obliged to inform the Customer about any delays by e-mail or by phone.

3. The order processing time begins on the day the payment is credited to the account, and in the case of COD delivery on the day the contract is concluded. The time of delivery of the goods to the customer is up to 14 business days.

4. The purchased goods are delivered to the address indicated by the Customer by a courier or Poczta Polska.

5. The delivery price list is as follows:

20 PLN gross - delivery via Poczta Polska in Poland

30 PLN gross - delivery via courier in Poland

25 EUR net - delivery via courier to other European Union countries

30 USD net - delivery via courier to other European Union countries

45 EUR net - delivery via courier to other countries outside the European Union

55 USD net - delivery via courier to other countries outside the European Union

6. The AvioLights.com store issues a receipt or a VAT invoice for the purchased goods. If you would like to receive a VAT invoice, please tick the "VAT invoice" option.

7. Consolidation, security, disclosure and confirmation to the Consumer of the essential provisions of the sales contract takes place by sending the Consumer to the e-mail address provided and by attaching a receipt or VAT invoice to the shipment containing the goods.

8. The customer is obliged to collect the ordered shipment.

9. The Seller may at any time verify the correctness and truthfulness of the data entered by the Customer.

10. The customer should check whether the packaging has any signs of opening or damage upon delivery in the presence of the courier or postal worker. In the event of traces of opening or damage to the packaging that may arise during transport, the Customer is obliged to prepare, together with the courier or postal worker, an appropriate report and immediately notify the Store Owner to the e-mail address provided: [info@aviolights.com](mailto:info@aviolights.com).

## § 5. WITHDRAWAL FROM THE SALES CONTRACT

1. In accordance with the Act of May 30, 2014 on consumer rights (Journal of Laws of 2020, item 287), the Customer who is a Consumer has the right to withdraw from the sales contract without giving reasons, within 14 calendar days from the date of delivery the goods. To meet the deadline, it is enough to send a statement before the deadline.

2. The withdrawal is made by submitting a declaration of withdrawal from the contract, in the form of an e-mail and sent via any remote communication channel, including:

- by e-mail to the address [info@aviolights.com](mailto:info@aviolights.com),
- in writing, to the address of SKYDREAM Sp. z o.o. ul. Cieszyńska 317/4, 43-300 Bielsko-Biała, Poland

3. The Seller shall immediately send the Consumer a confirmation of receipt of the declaration of intent to withdraw from the sales contract to the e-mail address provided by the Consumer.

4. The consumer has the right to withdraw from the contract without incurring costs, except for:

- direct cost of returning the goods (shipping costs),
- the cost of returning items, if, due to their nature, these items cannot be returned by regular mail.

5. The right to withdraw from a distance sales contract referred to in paragraph 1. shall not be granted to the Consumer in relation to agreements:

- for the provision of services, if the entrepreneur has fully performed the service with the express consent of the consumer, who was informed prior to the commencement of the service that he would lose the right to withdraw from the contract once the service was provided by the entrepreneur;
- when the price or remuneration depends on fluctuations in the financial market over which the entrepreneur has no control and which may occur before the deadline for withdrawing from the contract;
- in which the subject of the service is a non-prefabricated item, manufactured according to the consumer's specifications or serving to satisfy his individual needs;
- in which the subject of the service is an item that deteriorates quickly or has a short shelf-life;
- in which the subject of the service is an item delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the packaging has been opened after delivery;
- in which the subject of the service are items that after delivery, due to their nature, are inseparably connected with other items;
- in which the subject of the service are alcoholic beverages, the price of which was agreed upon conclusion of the sales contract, and the delivery of which may take place only after 30 days, and the value of which depends on fluctuations in the market over which the entrepreneur has no control;
- in which the consumer has expressly demanded that the entrepreneur come to him for urgent repairs or maintenance; if the entrepreneur provides additional services other than those requested by the consumer, or provides items other than spare parts necessary for repair or maintenance, the consumer has the right to withdraw from the contract in relation to additional services or items;
- in which the subject of the service are sound or visual recordings or computer software delivered in a sealed package, if the package has been opened after delivery;
- for the delivery of newspapers, periodicals or magazines, with the exception of subscription contracts;
- concluded by public auction;
- for the provision of accommodation services, other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract indicates the day or period of service provision;
- for the delivery of digital content that is not recorded on a tangible medium, if the performance began with the consumer's express consent before the deadline to

withdraw from the contract and after informing the entrepreneur about the loss of the right to withdraw from the contract.

6. If the Consumer exercises the right to withdraw from the contract, the Consumer is obliged to return the goods to the Seller immediately, i.e. not later than within 14 days to the address of the Store from the moment of submitting the declaration of withdrawal. The consumer may also return the goods by handing them over to the person authorized by the Seller for collection, with the above-mentioned deadlines. To meet the deadline, it is enough to return the items before its expiry.

7. The Seller is not responsible for the reimbursement of additional costs incurred by the Consumer over the cheapest method of delivery offered by the Seller.

8. The consumer is liable for a decrease in the value of the item as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the item.

9. The Seller, no later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the contract, will return to the Consumer all payments made by him, including the costs of delivering the goods, subject to paragraph 5. The Seller shall refund the payment using the same method of payment as used by the Consumer, unless the Consumer has expressly agreed to a different method of return, which does not involve any costs for him.

10. If the Seller has not offered to collect the item from the Consumer himself, he may withhold the reimbursement of payments received from the Consumer until he receives the item back or until the Consumer provides proof of its return, depending on which event occurs first.

11. The Seller does not accept COD shipments.

## § 6. COMPLAINTS

1. The Seller is liable under the warranty for physical and legal defects of the goods to the extent specified in Art. 556 and following of the Act of 23 April 1964, Civil Code.

2. A physical defect of the goods is the inconsistency of the goods sold with the contract of sale, i.e. if the goods do not have the appropriate properties that should have the purpose of the contract, resulting from the circumstances or the intended use. If the goods do not have the properties that the seller has provided to the customer, are not suitable for the purpose of which the customer informed the seller at the conclusion of the contract, and the seller did not raise any objections to such use, or if the goods were delivered to the customer in an incomplete state, it is not compatible with the auctioned one, it is not suitable for use - for the purpose for which it is used, not as described and / or with the photo.

3. A legal defect of a good occurs when it is owned by a third party or is encumbered with the right of that person, when the restriction in use or regulation results from a

decision or judgment of a competent authority.

4. Liability under the warranty for physical defects of the goods occurs if it is found before the expiry of two years from the delivery of the goods to the Customer.

5. The customer should return the goods to the address of the Seller's registered office along with a description of the physical or legal defect and confirmation of purchase.

6. In other cases, and complaints regarding the provision of electronic services should be delivered by e-mail to the following e-mail address: [info@aviolights.com](mailto:info@aviolights.com) or by post to the Seller's address.

7. Complaints are considered within 14 days of the complaint being delivered to the Seller.

8. If the goods have a defect, the Customer may submit a declaration of price reduction or withdrawal from the contract, unless the Seller immediately replaces the defective goods with a defect-free one or removes the defect. However, this provision does not apply if the goods have already been replaced or repaired by the Seller or the Seller has not satisfied the obligation to replace the goods with a defect-free one or to remove defects.

9. The consumer may, instead of removing the defect, demand the replacement of the goods with a defect-free one or instead of replacing the goods, demand that the defect be removed, unless it is impossible to bring the goods into conformity with the contract in a manner chosen by the consumer or would require incurring excessive costs compared to the proposed method by the seller.

10. If the complaint of the Customer who is a Consumer is accepted, the Seller shall cover the costs of collection, delivery and replacement of the product with a product free from defects.

11. The claim for the removal of the defect or replacement of the product with a product free from defects expires after one year from the date of finding the defect. The deadline for Consumers is valid for a period of two years.

12. In the case of sale of goods traded between Entrepreneurs pursuant to Art. 558 § 1 of the Civil Code, the parties exclude the Seller's liability for warranty for physical and legal defects of goods.

## § 7. PROTECTION OF PERSONAL DATA

According to Art. 13 sec. 1 and sec. 2 of the general regulation on the protection of personal data of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (hereinafter referred to as GDPR), the Seller informs that:

1. The administrator of your personal data is SKYDREAM Limited Liability Company, registered in the Register of Entrepreneurs of the National Court Register by the District Court Katowice-Wschód in Katowice, VIII Commercial Division of

the National Court Register under the number KRS 0000413056 with its registered office in Czechowice-Dziedzice (43- 502 Czechowice-Dziedzice), ul. Dworcowa 15A, NIP: 6521722443, REGON: 242876957, hereinafter referred to as the Personal Data Administrator.

2. Your personal data will be processed in order to conclude and perform the contract for the sale of goods and services offered by the Personal Data Administrator, pursuant to art. 6 (1) (b) of the GDPR (processing in connection with the content of the concluded contract). The basis for processing may also be Art. 6 sec. 1 lit. f GDPR, i.e. legally justified interest pursued by the data controller, including, inter alia, pursuing claims, storing accounting records or exercising your rights under the warranty.

3. Providing your personal data is voluntary, but necessary for the conclusion and proper performance of the contract.

4. Your personal data may be made available to other entities on the basis of entrustment agreements concluded with them, to the extent necessary for the provision of services and production and delivery of goods, payment as well as tax purposes, electronic communication or IT support for the Personal Data Administrator.

5. Your personal data will not be transferred outside the European Economic Area or to any other international organization.

6. Your personal data will be stored for a period of 6 years from the date of the contract for the sale of goods and services offered by the Personal Data Administrator. In the case of the sale of airplanes and spare parts, your data may be stored for a longer period (30 years), because manufacturers process them for the safety of their users in the event of manufacturing defects, in order to inform them about the defect. After the performance of the contract by the Personal Data Administrator, your personal data will be used only for archiving, tax and accounting purposes and to pursue any claims. After the above-mentioned during the period, your data will be destroyed in a way that prevents their identification.

7. You have the right to access your data and the right to rectify, delete, limit processing, the right to transfer data, the right to object, the right to withdraw consent at any time without affecting the lawfulness of the processing that was carried out on the basis of consent before its withdrawal, as well as the right to lodge a complaint with the President of the Office for Personal Data Protection, as well as to obtain a free copy of your personal data processed by the Personal Data Administrator.

8. Your personal data will not be used for profiling purposes.

Contact to the Administrator of your Personal Data:

SKYDREAM Sp. z o.o. , ul. Dworcowa 15A, 43-502 Czechowice-Dziedzice, Poland  
telephone: +48 32 411 01 53, [biuro@skydream.pl](mailto:biuro@skydream.pl)

## § 8. FINAL PROVISIONS

1. In matters not covered by these Regulations, the relevant provisions of Polish law shall apply.

2. Customers can access the Regulations at any time via the link in the footer on the Store's home page, download it and print it out.

3. In the event of a dispute arising in connection with the performance of the contract concluded on the basis of the Regulations, the parties undertake to settle it in an amicable manner, acting in good faith.

4. If it is not possible to reach an agreement in the manner indicated in paragraph 2. the court competent to resolve the dispute shall be the court having jurisdiction over the registered office of the Store Operator. The preceding sentence does not apply to disputes to which the Consumer is a party. The Buyer may also use out-of-court complaint resolution (mediation, arbitration) and the settlement of claims. Notwithstanding the foregoing, a Buyer who is a Consumer may seek assistance from a municipal (poviat) consumer ombudsman. All necessary information in this respect can be obtained from the website of the Office of Competition and Consumer Protection at the following address: [www.uokik.gov.pl](http://www.uokik.gov.pl).

5. The Store Owner will notify registered Customers about of any change to the Regulations by e-mail with the right to terminate the contract within 14 days. Amendments to the Regulations come into force upon the expiry of the notice period. For orders placed before the entrance amendments to the Regulations enter into force, the provisions of the Regulations in the version in force at the time of placing the order shall apply.

6. Pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of May 21, 2013, we would like to inform that at <http://ec.europa.eu/consumers/odr> there is an online platform for resolving disputes between consumers and entrepreneurs at the EU level (ODR platform). The ODR platform is a website with a one-stop shop for consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or a contract for the provision of services.

The Consumer may use out-of-court complaint and redress procedures. If the consumer wants to make use of the possibility of an amicable resolution of disputes concerning online purchases, the Consumer may submit his complaint via e.g. the EU online ODR platform available at: <http://ec.europa.eu/consumers/odr/>