

**Terms & Conditions of the online shop
of Poczta Polska S.A.**



Effective as of 20 January 2020

§ 1

1. The terms and conditions of the online store of Poczta Polska S.A., hereinafter referred to as the "Terms and Conditions", define the rules for placing orders for and sale of postage stamps, philatelic items and other products via the online store operating at www.filatelistyka.poczta-polska.pl, hereinafter referred to as the "online store".
2. Before placing an order at the online store, you have to read these Terms and Conditions and accept their provisions.
3. The operator of the online store is Poczta Polska S.A., with its registered office in Warsaw, ul. Rodziny Hiszpańskich 8, entered in the Register of Entrepreneurs of the National Court Register (KRS) maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division, under KRS number: 0000334972, share capital: PLN 774,140,000.00, paid in full, NIP (Taxpayer's Identification Number): 525-000-73-13, hereinafter referred to as the "Seller".
4. The online store is run by the Customer Service Section in Lublin, 20-900 Lublin, ul. Moritza 2.
5. In order to correctly display the website of the online store, you should use one of the following web browsers:
 - 1) Microsoft Internet Explorer,
 - 2) Microsoft Edge,
 - 3) Mozilla Firefox,
 - 4) Google Chrome,
 - 5) Safari,in a version supported by the developer, with JavaScript enabled, with screen resolution of at least 1024x768 px.
6. For routine matters regarding contracts concluded under the Terms and Conditions, the Seller can be contacted at the following e-mail addresses: filatelistyka@poczta-polska.pl (for domestic Buyers) or at: philately@poczta-polska.pl (for international Buyers) and at the following phone number: (+48) 81-584-70-76.
7. Whenever these Terms and Conditions refer to the products, this will also mean philatelic items.

§ 2

1. The online store sells:
 - 1) philatelic items included in the range of products posted on the website of the store, both cancelled and non-cancelled, in the following forms:
 - a) series of stamps;

- b) stamps in blocks;
 - c) stamps with a tab;
 - d) sheets of stamps;
 - e) individual stamps;
 - f) First Day Covers (FDCs);
 - g) postcards and postal stationery;
- 2) accessories for the philatelist business (e.g., stamp albums, catalogues, magnifying glasses, etc.) included in the range of products posted on the website of the store;
 - 3) other products included in the range of products posted on the website of the store.
2. The form in which the philatelic items referred to in paragraph 1(1) are sold is selected at the Seller's discretion.
 3. The Seller does not guarantee that the order will be delivered in full sheets and with tabs.
 4. In the case of limited stamp issues, the Seller reserves the right to reduce the number of philatelic items that are going to be delivered to you. In such a situation, information about such restrictions will be posted as a message on the website of the online store.
 5. The Seller assumes responsibility for ensuring that the products delivered to you are free of defects. The Seller is liable under the implied warranty for any defects of the product existing at the time of delivery to you or arising from causes existing in the product.

§ 3

1. Your order will only be processed if you have an account at the online store. The account at the online store may be created by an adult natural person, legal person or unincorporated entity, hereinafter referred to as "you". Account creation is a one-off action. You will have to provide the following data when you create your account:
 - 1) login – e-mail address to which all information will be sent;
 - 2) first name and last name or company name;
 - 3) address information (street, house number, flat number, postal code, town and country of residence or registered office);
 - 4) tax identification number (NIP) or number assigned due to registration as a VAT taxpayer in an EU state (EU VAT) or another similar tax in a third country (mandatory for all entities other than consumers);
 - 5) phone number;
 - 6) access password to the online store.
2. A consumer is the person referred to in Article 22¹ of the Civil Code, i.e. a natural person performing a legal action with the trader that is not directly related to his or her business or professional activity. If you are not a consumer, contracts signed with you will be

governed by provisions of § 7 of these Terms and Conditions. By entering “Business” as the “Customer type” in the account creation panel, you certify that you are not a consumer.

3. To log in to your account at the online store, you have to enter your login and password. The password should consist of at least 8 characters and include lowercase and uppercase letters and digits or special characters, and it should be changed every 30 days. The system enables you to change your password. You are responsible for the periodic change of your password. If you do not change the password, you will be responsible for the risk of the loss of confidentiality and integrity of the data.
4. Orders are accepted 24/7. The possibility of delivering the orders will be verified within 2 business days from the placement of the orders. Orders placed on business days after 4:00 PM (Polish time) and on Saturdays, Sundays and holidays will be treated as if they were placed on the following business day.
5. Orders may be placed in accordance with the following rules:
 - 1) you select the products you wish to buy using the “add to basket” function available next to the image of the product;
 - 2) when selecting your products, you can review your order, including the order price plus VAT, at all times by using the “Your basket” function;
 - 3) in the “Your basket” window, you can find a summary of all of the products you intend to buy under the contract, including their prices, as well as a summary of all extra costs, including shipping costs, if any, and the order price plus VAT indicated in the “TOTAL” section;
 - 4) after you finish selecting the products you wish to buy under the contract, you should perform the final verification of the product list in the “Your basket” window and select the shipping method and form of payment.
6. Acceptance of the order is confirmed by the Seller promptly by e-mail. With the confirmation, the Seller will send you information about the terms of the contract, i.e.: summary of the order with specification of the products you are buying, unit prices and all extra costs and order price (incl. VAT), including a PDF file containing these Terms and Conditions. The contract is concluded when the confirmation of the order is sent to your e-mail address.
7. Delivery of the order (shipping of the products) will take place after the Seller receives payment equal to the order price (incl. VAT). The payment should be delivered to the Seller no later than 14 business days from the confirmation of the order. The date of payment will be the date on which the funds are credited to the Seller’s bank account. If you do not make the payment within the indicated period, the Seller will submit the contract withdrawal notice. The Seller will deliver the notice to you by e-mail.

8. If the order cannot be delivered, including, in particular, if the products you have ordered are not available, the Seller will promptly advise you of this by e-mail, specifying the items of the order that can be delivered, including the information referred to in paragraph 6 for this part of the order and the order delivery date. If you do not consent to the delivery of an order modified in terms of contents or delivery date within 3 days from receiving the above-mentioned information, your order will be cancelled. If you consent, the Seller will send you confirmation that the order has been accepted for processing. Provisions of paragraph 6 will apply accordingly.
9. If you make the payment referred to in paragraph 7 for an order that is subsequently cancelled, the Seller will refund an equivalent of the amount you have paid to you using the same method that was used to make the payment, within 14 days from the date on which the order was cancelled. If there is an overpayment because the Seller finds that the original order cannot be delivered after you have made the payment, such overpayment will be refunded to you using the method indicated above within 14 days from the date of completion of the order. Overpayment caused by other reasons, in particular in the situation referred to in § 4(3), will be refunded to you upon your request and at your expense.
10. Prices of goods in the online store are given in Polish zlotys, and they include VAT. The price specified next to each product will be binding as of the time you place your order, and it will be guaranteed until the date on which the order is confirmed. This also applies to any extra costs included in the order price plus VAT.

§ 4

1. Payment for purchases at the online store can be made as follows:
 - 1) by bank transfer via the payment gateway available at the online store;
 - 2) by payment card via the payment gateway available at the online store. Accepted payment cards: Visa, Visa Electron, MasterCard, Maestro, MasterCard Electronic;
 - 3) by transfer to the bank account indicated at the online store.
2. In the situation indicated in paragraph 1(3), the Seller will accept payments made in Polish zlotys (PLN), euros (EUR) or US dollars (USD). Information about the currency of the individual bank accounts will be communicated to you in the order summary. If you make the payment to the bank account of the Seller in currency other than that of the bank account, your payment will be converted to the relevant currency by the bank that operates the account under the terms specified in the contract between the bank and the Seller. You will be responsible for any consequences of paying in currency other than

the currency indicated in this paragraph, in particular for any consequences relating to the payment date, exchange rate or use of currency that cannot be converted.

3. Payments to the Seller in forms other than indicated in paragraph 1 will not be recognised as payments towards the order. In such a situation, the amount of such payments will be refunded to you upon your request and at your expense.

§ 5

1. Products ordered at the online store are delivered by mail sent via Poczta Polska S.A.
2. Information about the types of mail available for the delivery of your order is shown in the "Your Basket" window before you place your order.
3. Every package is sent with a proof of purchase (VAT invoice or specification).
4. The terms for delivery of the orders have been posted on the website of the online store of Poczta Polska S.A. in the "Delivery and forms of payment" section.

§ 6

1. You have the right to withdraw from the contract for convenience without any charge. A contract that has been withdrawn from will be considered void.
2. If you intend to withdraw from the contract, you have to submit a written contract withdrawal notice to the mailing address or e-mail address indicated in § 1(4) and (6) and send it to the Seller within 14 days from the delivery of the products, and if the product is delivered in batches – from the delivery of the last batch. The above-mentioned time limit is not exceeded if the notice is sent before its expiry. You may use the contract withdrawal form enclosed as an appendix to these Terms and Conditions.
3. You are obliged to return the products you have purchased without undue delay, no later than within 14 days from the withdrawal from the contract. The above-mentioned time limit is not exceeded if the items are sent before its expiry. The costs of returning the items will be borne by you.
4. The Seller is obliged to refund the amount you have paid for the products to be returned complete with shipping costs within 14 days from the submission of the declaration of intent to withdraw. However, if you have selected an order shipping method other than the least expensive method offered by the Seller for the given order, the Seller will not be obliged to refund the additional costs you have borne. The Seller will refund the payment using the same payment method as the one you used, unless you expressly agree upon a different refund method with the Seller that does not incur any costs on the part of the Seller. The Seller will not refund the payment received from you until the items are received back or until you submit evidence confirming that you have sent the

items, whichever is sooner. The Seller will also adjust any proofs of purchase previously submitted to you (adjustment VAT invoice or adjustment specification).

5. If you send the withdrawal notice before receiving confirmation of your order, your order will be cancelled.
6. You will be liable for the reduction of the value of the products caused by the use of the items exceeding the use necessary to establish the type, characteristics and properties of the products.
7. You have the right to file a complaint if the products do not conform to the contract. Any complaints on these grounds should be submitted in writing or by e-mail within 2 years from the date of delivery of the products. The mailing address and e-mail address have been specified in § 1(4) and (6). The complaint may include one of the following requests: price reduction, rectification of the defect, replacement of the products with defect-free items or declaration of intent to withdraw from the contract.
8. The Seller may request that the complaint be supplemented by sending a copy or scan of the proof of purchase (e.g. VAT invoice or specification) or the faulty products to the address indicated in the request for supplementation of the complaint. Delivery of the material evidence referred to in this paragraph will take place at the Seller's expense.
9. The complaint will be considered within 14 days from its submission, whereas this period may be extended by the time required to acquire the material evidence referred to in paragraph 8.
10. Submission of the complaint does not exclude the possibility of pursuing your claims in court.
11. If the claim is admitted, the Seller will promptly notify you and, depending on the request: reduce the price or provide you with a defect-free item. If this is not possible, the Seller will refund the amount due to you within 14 days by postal order to the indicated address or by bank transfer to the indicated account. The Seller will issue the adjustment invoice or adjustment specification if the price is reduced or if the amount due to you is refunded.
12. If your complaint is not found to be reasonable, you may, without prejudicing your right to bring legal action in court, try to resolve the dispute with the Seller out of court – in particular, you may:
 - 1) file a case with the permanent arbitration court operating at the relevant Provincial Inspectorate of Trade Inspection;
 - 2) address the relevant Provincial Inspectorate of Trade Inspection with a request to initiate out-of-court consumer dispute resolution proceedings.
13. The use of a specific method of out-of-court dispute resolution can take place only upon mutual consent of the Buyer and Seller. If your complaint is rejected in whole or in part, the Seller will notify you about its consent or refusal to participate in the out-of-court

consumer dispute resolution proceedings. The specific procedures for out-of-court resolution of disputes between the Seller and you are available on the website of the Office of Competition and Consumer Protection (Urząd Ochrony Konkurencji i Konsumentów) at www.uokik.gov.pl and on the websites of the Provincial Inspectorates of Trade Inspection, and they can also be obtained from county (municipal) consumer advocates.

14. For the amicable settlement of consumer disputes, you may use the EU ODR platform available at: <http://ec.europa.eu/consumers/odr/>. Amicable resolution of the dispute using that online platform can only be done in accordance with the principles specified at the indicated web address and upon mutual consent of you and the Seller.
15. Matters not regulated in these Terms and Conditions regarding the rights and obligations of you and the Seller upon discovery of a defect of the product will be governed by the Civil Code, including, in particular, the provisions on the implied warranty for sale.

§ 7

If you are not a consumer:

- 1) you will have to submit by electronic means scans of the documentation certifying your status, i.e.:
 - a) certificate of entry in the register of economic activity or National Court Register (KRS) – or their equivalent assigned in the country you are registered in;
 - b) certificate of the assignment of the NIP (Tax Identification Number) and REGON (National Official Business Register Number) – or their equivalents assigned in the country you are registered in, translated into Polish or one of the languages in which the website referred to in §1(1) is available;
- 2) orders will only be processed after you send the documents referred to in item 1;
- 3) if the information referred to in item 1 changes, you will have to promptly submit scans of the current documents;
- 4) you will bear all liability, also towards the Seller, for the documents referred to in item 1 being accurate and up to date;
- 5) § 6 will not apply;
- 6) the Seller will only be liable for actual damage, only within the limits of the order price (incl. VAT);
- 7) if the products do not conform to the contract, you will only have the right to request the rectification of the defect or replacement of the product with a defect-free item;

- 8) the right to request rectification of the defect or replacement of the product will expire if you did not examine the product on the date of delivery and if you did not notify the Seller by e-mail about the defect on the same day, including a description of the defect;
- 9) the time limit for the submission of the complaint will be 14 days from delivery of the product;
- 10) the reference to the Consumer Rights Act referred to in § 9(2) will not apply.

§ 8

1. The Controller of your personal data will be Poczta Polska S.A. with its registered office in Warsaw, ul. Rodziny Hiszpańskich 8, 00-940 Warszawa.
2. Contact details of the data protection officer: Inspektor ochrony danych Poczta Polska S.A., ul. Rodziny Hiszpańskich 8, 00-940 Warszawa, e-mail address: inspektorodo@poczta-polska.pl.
3. Your personal data as referred to in paragraph 1 will be processed by Poczta Polska S.A. pursuant to Articles 6(1)(b) and (c) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119 of 4/5/2016) – hereinafter referred to as: “GDPR”) – in order to provide the services referred to in the Terms and Conditions and in order to process complaints.
4. Your personal data referred to in paragraph 1 may be processed by Poczta Polska S.A. pursuant to Article 6(1)(a) of the GDPR if you give your consent by checking the relevant option at: <http://filatelistyka.poczta-polska.pl>, including processing done for the following purposes:
 - 1) sending marketing and commercial information about products and services of Poczta Polska S.A.;
 - 2) conducting market research concerning customer preferences and behaviour in order to use the results of such research in the business of Poczta Polska S.A., during the processing of activities carried out as part of operation of the online store at: <http://filatelistyka.poczta-polska.pl>;
 - 3) conducting market research concerning customer preferences and behaviour in order to use the results of such research in the business of Poczta Polska S.A., after completing the activities carried out as part of operation of the online store at: <http://filatelistyka.poczta-polska.pl>.
5. Providing your data is optional, but it is required in order to perform the activities specified in the Terms and Conditions. Giving consent to processing of your personal data for the purposes referred to in paragraph 4, however, is optional.

6. You may withdraw the consents referred to in paragraph 4 at any time without affecting the lawfulness of processing done based on such consents before their withdrawal.
7. By using the "Update data" function at <https://filatelistyka.poczta-polska.pl> in the "Your details" tab, you can modify your data and withdraw the consents specified in paragraph 4.
8. You have the right to complain to the supervisory authority, i.e. the President of the Personal Data Protection Office.
9. Your personal data will be kept:
 - 1) for 5 years in connection with the creation of your account at <https://filatelistyka.poczta-polska.pl>, running from the creation of your account if you do not perform any activities in the account as a Registered User;
 - 2) for 5 years from the beginning of the year following the fiscal year in which your operations, transactions or procedures have been conclusively ended, paid, accounted for or expired in relation to the provision of the services referred to in the Terms and Conditions;
 - 3) until you withdraw the consent to processing for the purposes specified in paragraph 4.
10. Specific information about personal data protection not included in the Terms and Conditions and arising from the GDPR can be found on the website of Poczta Polska S.A.: www.poczta-polska.pl.

§ 9

1. If you have more than one account at the online store, the Seller may delete your additional accounts, whereas you will be left with the account created last. The Seller will advise you of the intent to delete the account. The account will be deleted within 14 days from the date on which you give your consent.
2. Matters not regulated in these Terms and Conditions will be governed by the Civil Code, the Consumer Rights Act of 30 May 2014 and the Act on Providing Services by Electronic Means of 18 July 2002, in particular.