## TERMS OF PROVISION OF ELECTRONIC SERVICES

## Globalparts.co.uk

#### §1. General Provisions

- 1. The Seller provides Services in accordance with the Terms of Service and universally applicable laws.
- 2. The online Store is available at the address Globalparts.co.uk.
- 3. The Seller can be contacted:
  - by post: GlobalParts-UK Limited, located in Norris House, Challenge Road, Ashford, London, TW15 1BF, United Kingdom,
  - 2. by email: sales@globalparts.co.uk,
  - 3. by phone: +44 (0) 749 4836 515,
  - 4. via chat available on the Store's website.
- 4. The Seller provides these Terms of Service on the Store's website and may also make them available in the Client Account or attach them to emails containing declarations of acceptance of Clients' offers. Clients may at any time: access, record, acquire, and reproduce the Terms of Service by printing them or saving them on a data carrier.
- 5. The information provided on the Store's website does not constitute an offer from the Seller, but merely an invitation for Clients to submit offers to conclude a contract.
- 6. To use the Store, the Client must have a tele-informatic device with access to the Internet, a correctly configured web browser in its current or previous version: Microsoft Edge, Mozilla Firefox, Google Chrome, Safari, or Opera, with JavaScript enabled, as well as an active and correctly configured email account.

# §2. Account Registration

- 1. The contract for the provision of the Client Account Service is concluded for an indefinite period at the moment the Seller confirms the registration of the Client Account.
- 2. The subject of this Client Account Service is to provide a Client Account panel, enabling, among other things, the management of Client data and orders.
- 3. To create a Client Account, one must complete a voluntary and free registration.
- 4. This is done by filling out and sending the registration form, which is available on the Store's website, to the Seller.
- 5. A condition for the correct completion of the registration form is to fill in all its mandatory and any optional fields, using true, complete, and relevant data or information about the Client.
- 6. Before sending the registration form, by checking the appropriate box, the Client should declare that they have read the Terms of Service and accept their provisions.
- 7. Sending the registration form to the Seller is done using the functionality of the Store and through it.

- 8. Using the Client Account is possible after its creation and subsequent login using the correct username and password.
- 9. It is forbidden to share access data to the Client Account with third parties and to create multiple Client Accounts by one Client.
- 10. Termination of the contract for the provision of the Client Account Service by the Client may be done without giving a reason and at any time, using its functionalities or by sending the Client's declaration on this matter to the Seller, e.g., via email or letter.
- 11. Termination of the contract for the provision of the Client Account Service by the Seller may be done without giving a reason and at any time, with a 14-day notice period, while respecting the rights acquired by the Client before the termination of the contract.

## §3. Basic Functionalities of the Store

- 1. The Seller allows browsing of information posted in the Store via the Store. Termination of the use of the Service occurs when the Client closes the Store's website.
- 2. The Seller provides Clients with the following basic functionalities of the Store:
  - 1. providing a search engine for Goods,
  - 2. adding Goods to a wish list.
- 3. To search for Goods in the Store, one must enter the desired text in the Store's search engine area and then confirm it. The functionality allows searching the Store's resources using keywords entered by the Client. Additionally, the functionality may allow for advanced searches based on selected criteria.
- 4. To use the functionality of adding Goods to a wish list, one must, after logging into the Client Account, add the Goods to the wish list. The purpose of this functionality is to temporarily save in the Client Account's memory the web page containing the promotional offer of the Goods.
- 5. Using some of the mentioned functionalities may require having a Client Account and being logged into it.

# §4. Orders Placed via the Store

- 1. Orders for Goods can be placed via the Store's website 7 days a week and 24 hours a day, using the Cart function.
- 2. After completing the list of ordered Goods, the Client proceeds to the order realization in the Cart area.
- 3. To place an order, the Client should follow the steps according to the messages displayed on the Store's pages.
- 4. During the order placement process, the Client is obliged to:
  - 1. enter the data marked as required. Failure to provide them will prevent the finalization of the order,
  - 2. choose the payment method and delivery method.

- 5. Placing an order is preceded by the Client receiving, via display in the Cart area, information about the total price for the order including taxes and related costs, in particular the costs of delivery and payment.
- 6. Placing an order can be done by using the appropriate button in the Cart and is equivalent to the Client submitting an offer to the Seller to conclude a Sales contract for the Goods included in the order.
- 7. Before sending the order form, by checking the appropriate checkbox, the Client should declare that they have read the Terms of Service and accept their provisions.
- 8. Confirmation of the order acceptance by the Seller is made by immediately sending an e-mail. This message contains the conditions of the concluded Sales contract as agreed by the parties, as well as the data entered by the Client in the order form, to enable the detection of errors therein. If such an error is detected, the Client may notify the Seller of this fact by sending an e-mail indicating the correct data.
- 9. Confirmation of the order acceptance is equivalent to the Seller's acceptance of the offer to conclude a Sales contract, submitted by the Client.

# §5. Telephone Orders

- 1. The Seller allows for placing orders for the purchase of Goods by telephone.
- 2. To place a telephone order for the purchase of Goods, one must contact the Seller using the phone numbers provided on the Store's website, and then place the order orally.
- 3. Confirmation of the acceptance of a telephone order by the Seller is made by immediately sending an e-mail containing information about the content of the concluded contract. This message contains the conditions of the concluded Sales contract as agreed by the parties, as well as the Client's data, to enable the detection of any errors. If such an error is detected, the Client may notify the Seller of this fact by sending an e-mail indicating the correct data.
- 4. To conclude the Sales contract, the Client is obliged to confirm their will to conclude it in response to the above-described message from the Seller.
- 5. Confirmation of the will to conclude the Sales contract is equivalent to its conclusion.

# §6. Sales

- 1. The Seller provides the Service of selling Goods at a distance to Clients.
- 2. The Goods available in the Store are presented in the current assortment on the Store's website. The specifics of each Good, its composition, and characteristics are in the descriptions of the Goods in the Store.
- 3. The subject of the Sales contract includes the Seller's obligation to transfer the ownership of the Goods to the Client and to deliver them, and the Client's obligation to collect the Goods and pay the Seller the price of the Goods.
- 4. The Seller reserves the right to conduct promotional campaigns, consisting in particular of reducing the price of Goods or Services until a specified date or until the stock of Goods subject to the promotion is exhausted.

- 5. By concluding a Sales contract, the Seller undertakes to deliver Goods free from defects to the Client.
- 6. The conclusion of the Sales contract occurs at the moment the Seller confirms the acceptance of the Client's order.
- 7. The Sales contract is concluded in the Polish language, with content compliant with the Terms of Service.

# §7. Delivery

- 1. The delivery of Goods takes place:
  - 1. if the Client chooses delivery via a Carrier, to the address provided by the Client,
  - 2. if the Client chooses delivery to a Parcel Locker via a Carrier, to the Parcel Locker chosen by the Client,
  - 3. if the Client chooses personal collection of Goods, at the Store's premises on working days from 6:00 AM to 4:00 PM and on Saturdays from 6:00 AM to 12:00 PM.
- 2. Deliveries are made within the territory of the United Kingdom.
- 3. Detailed information about the costs and methods of delivery is published on the Store's website, and the Client is informed about them during the order placement process.
- 4. In the case of prepayment, the shipping period for the Goods starts from the moment the payment is credited to the Seller's bank account.
- 5. In any payment option, the delivery of Goods occurs no earlier than after the payment has been made by the Client.
- 6. Confirmation of the handover of the Goods to the Carrier for delivery may be made by sending an e-mail to the Client's e-mail address.
- 7. The risk of accidental loss or damage to the item passes to the Consumer upon its delivery to the Consumer.
- 8. If the Client chooses delivery via a Carrier, it is recommended that the delivered shipment be examined by the Client in the presence of the Carrier.
- 9. If damage to the shipment is found, we recommend filing a complaint directly with the Carrier, preferably by drawing up a shipment condition report with the Carrier, or by contacting the Seller.
- 10. For Parcel Locker deliveries, we recommend showing the damage to the Parcel Locker's monitoring camera; placing the damaged, unopened parcel in the same Parcel Locker compartment where it was found and closing the compartment, following the instructions on the Parcel Locker screen. Then, a complaint should be filed with the owner of the respective parcel locker, in accordance with the instructions on the parcel locker screen, or with the Seller.

# §8. Payments

- 1. The payment amount for the Sale is determined based on the price list of the Goods, available on the Seller's website at the time of ordering the Goods.
- 2. The prices given on the Store's website for a given Good are gross prices quoted in Polish zlotys and include the value of due taxes, but do not include the costs of delivery of the Good and the chosen form of payment.
- 3. The costs of the transaction and delivery of the Goods are borne by the Client.
- 4. The total price of the order, visible in the Cart area before placing the order and after choosing the method of delivery of the Goods and payment, includes the price for the ordered Goods along with taxes and all related costs, in particular the costs of delivery and transaction.
- 5. The Seller allows the following payment methods for the provided Sales Services:
  - 1. cash on personal collection at the Store's physical location,
  - 2. bank transfer to the Seller's bank account,
  - 3. electronic transfer to the Seller's bank account, via an external payment operator,
  - 4. BLIK via an external payment operator.
- 6. The Seller uses the services of an external payment operator using the external payment system Przelewy24, operated by DialCom24 Sp. z o.o. with its registered office in Poznań (60-327) at ul. Kanclerska 15, entered into the Register of Entrepreneurs of the National Court Register under KRS number: 0000306513, NIP: 7811733852, and REGON: 634509164.
- 7. The Client is obliged to make the payment:
  - 1. at the time of delivery of the Goods in the case of choosing the cash payment method,
  - 2. within 7 days in the case of choosing the bank transfer payment method,
  - 3. at the time of placing the order in the case of choosing a payment method handled by an external payment system.
- 8. The refund of payment by the Seller occurs immediately, no later than within 14 days from the date the reason arose, in the case of:
  - 1. withdrawal from the contract by the Consumer,
  - 2. the Seller's recognition of the claim covered by the complaint notification in whole or in part, based on generally applicable laws.
- 9. The refund of payment is made using the same payment method that was used by the Client in the original transaction, unless they agree to another solution that does not involve any costs for them.
- 10. The Seller is not obliged to refund the additional costs of delivery of the Goods incurred by the Client if the Client chose a delivery method other than the cheapest standard delivery method offered by the Seller.

#### §9. Newsletter

- 1. The Seller allows joining the list of subscribers to a newsletter containing commercial information, sent to the Client's e-mail address.
- 2. To order the newsletter, one must use the appropriate newsletter activation field in the registration form or in another form provided by the Seller on the Store's website.
- 3. A condition for the correct ordering of the newsletter is providing the Client's e-mail address. Providing this data is voluntary, but necessary to receive the newsletter.
- 4. Unsubscribing from the newsletter subscriber list can be done without giving a reason and at any time, using the Store's functionalities or the deactivation link found in the newsletter message, as well as by sending the Client's declaration on this matter to the Seller, e.g., in an e-mail or letter.

# §10. Complaints - Non-conformity with the contract

- 1. Complaints may be submitted due to the non-conformity of the service provided with the contract, in accordance with applicable laws.
- 2. A complaint can be submitted by letter or e-mail to the Seller's postal or electronic address. It can be filed using the form, a template of which is an appendix to the Terms of Service, but this is not mandatory.
- 3. In the content of the complaint, it is recommended to include:
  - 1. the Consumer's contact details, which will be used to provide a response to the complaint and to conduct correspondence related to it,
  - 2. the Consumer's bank account number, which will be used for the refund of funds, should such a circumstance arise,
  - 3. a description of the problem and the Consumer's identification data.
- 4. If the complaint concerns Goods that are a physical item, for the complaint to be considered by the Seller, the Consumer is obliged to deliver or send the complained-of Goods to the Seller's address, at the Seller's expense. If, due to the nature of the Goods or the way they are installed, delivering the Goods would be excessively difficult, the Consumer is obliged to make the Goods available to the Seller at the place where the Goods are located.
- 5. The Seller processes complaints within 14 days from the date of submission.
- 6. The Seller will inform the Consumer about the resolution of the received complaint electronically or by regular mail, depending on the Consumer's preference or the method used to file the complaint.
- 7. If the complaint concerns Goods that, after being processed, are to be sent back to the Consumer, the Seller will deliver or send the Goods to the Consumer's address at its own expense.
- 8. The refund of funds in connection with the complaint will be made by transfer to a bank account or by postal order, according to the Consumer's wishes.

# §11. Out-of-court complaint and claim resolution

- 1. The Consumer has the option to use out-of-court methods of resolving complaints and pursuing claims:
  - 1. seeking assistance from a consumer ombudsman or a social organization whose statutory tasks include consumer protection,
  - filing a complaint via the EU's online ODR platform, available at URL http://ec.europa.eu/consumers/odr/, in accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC.
- 2. Detailed information on the procedure for out-of-court complaint and claim resolution and the rules of access to these procedures are available at the headquarters and on the websites of the entities mentioned in point 1.

#### §12. Warranties

- 1. Complaints may be filed under the warranty if one has been granted for specific Goods by the Seller.
- 2. The warranty protection period is 1 month, unless otherwise specified in a separate warranty statement.
- 3. A warranty is granted by making a warranty statement that specifies the obligations of the guarantor and the rights of the Client in the event that the Goods do not have the properties specified in that statement. Along with the Goods covered by the warranty, the Seller issues a warranty document to the Client.
- 4. If the Goods are covered by a warranty, the Client is entitled to complain about the Goods using the rights arising from the warranty, by submitting a complaint.
- 5. If the Consumer exercises their rights under the warranty, the period for exercising the rights under the statutory warranty (rękojmia) is suspended on the day the Seller is notified of the defect. This period continues to run from the day the guarantor refuses to perform the obligations arising from the warranty or the ineffective expiration of the time for their performance.
- 6. The right to exercise the rights under the statutory warranty is independent of any rights arising from the warranty. The exercise of any rights from the warranty does not affect the Seller's liability under the statutory warranty.
- 7. The Seller processes complaints under the warranty within the period specified in the warranty conditions.
- 8. The Client will be informed about the resolution of the complaint in the manner specified in the warranty conditions.
- 9. In the event of a positive resolution of a complaint filed under the warranty, as a result of which the defective Goods were replaced with new ones or significant repairs were made, the warranty period runs anew from the moment of delivery of the replaced or repaired Goods. In the case of the replacement of a single part that is an element of the Goods, the warranty period runs anew for that part.

#### §13. Withdrawal from the Contract

- A Client who is a Consumer or an Entrepreneur with consumer rights may withdraw from the contract, including the Sales contract, within 14 days without giving any reason, subject to the norms indicated in the instructions on withdrawal from the contract, which is an appendix to the Terms of Service.
- 2. The right to withdraw from the contract does not apply to a Sales contract for Goods which, after delivery, due to their nature, are inseparably combined with other items.
- 3. In other cases, one may withdraw from the contract by submitting a statement of withdrawal from the contract to the Seller. The statement can be submitted on the form, a template of which is an appendix to the Terms of Service.
- 4. Immediately, but no later than within 14 days from the day on which the Client withdrew from the contract, they are obliged to return the Goods to the Seller or hand them over to a person authorized by the Seller. To meet the deadline, it is sufficient to send back the Goods before its expiry. This provision does not apply if the Seller has offered to collect the Goods themselves.
- 5. The Client is responsible for any diminished value of the Goods resulting from using them in a way that goes beyond what is necessary to establish the nature, characteristics, and functioning of the Goods.
- 6. In the event of withdrawal from the contract, it is considered not to have been concluded. If the Client made a statement of withdrawal from the contract before the Seller accepted their offer, the offer ceases to be binding.

# §14. Data Processing and Cookies

- 1. Information on the terms of personal data processing can be found in the Store's Privacy and Cookies Policy.
- 2. Information on the cookies used can be found in the Store's Privacy and Cookies Policy.

## §15. License Conditions

- 1. The Seller grants to Clients using the Store a free license for their own personal use and to enable the use of the Store, subject to these conditions.
- 2. The name of the Store, the graphic design of the Store, the structure of the Store, the Store itself, the source or compiled code of the Store, the websites used to operate the Store, and all documents prepared by the Seller in connection with making the Store available, including related works, including the Terms of Service and other documents or messages sent in connection with the provision of services, constitute works within the meaning of copyright law.
- 3. The Seller does not transfer to the Client the economic copyrights to the Store or any works that are part of it, nor the right to grant authorizations regarding the disposal of economic copyrights to these works or the Store and their use, nor to exercise other derivative rights not reserved in the license conditions.
- 4. The right to use the Store and related works is valid in the following fields of exploitation: saving and retrieving in the memory of a telecommunication device at a place and time

- of one's choosing, and accessing and displaying via a telecommunication device at a place and time of one's choosing.
- 5. The Client may not: rent, lease, or resell the works or any part thereof, nor create derivative works based on them, make changes to the works, remove information about property rights or copyrights that may appear in the area of the works, use the works for purposes that violate applicable general law or ethical and moral norms.
- 6. The license is unlimited in time, territorially unlimited, and non-exclusive, and applies to the entirety of the Store and its related works. The Seller retains the exclusive right to decide on maintaining the integrity of the Store.
- 7. By publishing any content in the Store, in particular: comments or opinions, the Client grants the Seller a free, unlimited in time, territorially unlimited, and non-exclusive license to use them in the following fields of exploitation: publication on the Store's website, saving and retrieving in the memory of a telecommunication device at a place and time of one's choosing, accessing and displaying via a telecommunication device at a place and time of one's choosing, while retaining the right to grant sublicenses as provided in the points above, to enable Clients to use the Store.
- 8. The Client acknowledges that it is forbidden to provide to the Store or through it, content that is:
  - 1. unlawful,
  - 2. likely to mislead other Clients,
  - 3. violating the personal rights of Clients, the Seller, or third parties,
  - generally considered offensive, vulgar, or violating good manners, in particular: pornographic content, content promoting the use of drugs or excessive consumption of alcohol, content inciting racism, xenophobia, or the spread of hatred.
- 9. The Seller is entitled to remove or moderate content that violates the provisions of the Terms of Service.

## §16. Validity and Amendment of the Terms of Service

- 1. The Terms of Service come into force within 3 days from the date of their publication on the Store's website.
- 2. The Terms of Service may be amended due to a change in the law concerning the subject of the Services, as well as due to technical or organizational changes concerning the services provided by the Seller.
- 3. The amendment of the Terms of Service is made by publishing its new content on the Store's website.
- 4. The amendment of the Terms of Service does not apply to Sales contracts concluded before the date of its amendment.
- 5. Information about the amendment of the Terms of Service is published on the Store's website within 3 days before the effective date of its new wording.

6. The Seller sends information about the amendment of the Terms of Service electronically if the parties are bound by a contract concluded for an indefinite period.

## §17. Final Provisions

- 1. The meaning of capitalized terms is consistent with the explanations included in the section describing the definitions used in the Terms of Service.
- 2. The Seller is not responsible for:
  - 1. interruptions in the proper functioning of the Store and improper provision of Services, caused by force majeure, in relation to Clients who are not Consumers,
  - 2. interruptions in the proper functioning of the Store and improper performance of Services for Clients who are not Consumers, caused by technical activities or reasons on the part of entities through which the Seller provides the Services,
  - 3. lost profits by Clients who are not Consumers.
- 3. The provisions of the Terms of Service are not intended to exclude or limit the rights of a Client who is a Consumer, arising from the provisions of local, generally applicable law. A Consumer cannot waive them.
- 4. In relation to contracts concluded with the Seller, in the event of non-compliance of the Terms of Service with the provisions of generally applicable law in the Consumer's country, the provisions of the generally applicable law in the Consumer's country shall apply.
- 5. In the event that the provisions of the Terms of Service prove to be invalid or ineffective, this fact does not affect the validity and effectiveness of the remaining provisions of the Terms of Service. Instead of the invalid or ineffective provisions, a norm will apply that corresponds to what the parties agreed upon or what they would have agreed upon if they had included such a provision in the Terms of Service.

# §18. Definitions Used in the Terms of Service

- Client a natural person, a legal person, or an organizational unit without legal personality, to which generally applicable law grants legal capacity, who concludes a service contract with the Seller.
- **Client Account** a panel enabling the management of the Client's orders through the Store, subject to registration and login.
- **Consumer** a Client who is a natural person and concludes a contract for a purpose not directly related to their business or professional activity.
- Cart a functionality of the Store that allows the Client to complete orders for Goods.
- **Parcel Locker** an automated locker or postal terminal used for collecting shipments with Goods.
- Entrepreneur with consumer rights a Client who is an entrepreneur, placing an order for Goods related to their business activity, but which is not of a professional nature for them, in accordance with applicable laws, resulting in particular from the subject of their business activity.

- Carrier an entity providing Goods delivery services in cooperation with the Seller.
- **Terms of Service** these contractual terms, the subject of which is the provision of electronic services by the Seller to Clients, via the Store.
- **Store** the store run by the Seller via the website available on the Internet at the URL: Globalparts.co.uk.
- Seller GlobalParts-UK Limited, located in Norris House, Challenge Road, Ashford, London, TW15 1BF, United Kingdom, being the service provider, administrator, and owner of the Store. The Seller can be contacted by phone: +44 (0) 749 4836 515 and by e-mail: sales@globalparts.co.uk.
- Sale the service of selling Goods, provided by the Seller to the Client, the subject of which is the Seller's obligation to transfer ownership of the Goods to the Client and to deliver them, and the Client's obligation to collect the Goods and pay the Seller a specified price.
- Goods an item presented in the Store by the Seller for Sale.
- **Service** a service provided by the Seller to the Client, based on a contract concluded between the parties via the Store. The conclusion of the contract takes place within an organized system of concluding contracts at a distance, without the simultaneous physical presence of the parties.

# INFORMATION REGARDING THE EXERCISE OF THE RIGHT OF WITHDRAWAL FROM THE CONTRACT

# INSTRUCTIONS ON WITHDRAWAL FROM THE CONTRACT

The provisions contained in these instructions regarding the right of withdrawal from the contract by Consumers apply to a natural person concluding a contract directly related to their business activity, when it is clear from the content of this contract that it is not of a professional nature for that person, resulting in particular from the subject of their business activity.

You have the right to withdraw from a contract concluded in our Store within 14 days without giving any reason, subject to the cases indicated in the "Exclusion of the right of withdrawal from the contract" section. The withdrawal period will expire after 14 days from the day:

- 1. for a contract in which the entrepreneur delivers an item, being obliged to transfer its ownership on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods, and in the case of a contract which: a. comprises multiple goods which are delivered separately, in lots or in parts from the acquisition of the last good, lot or part, b. involves regular delivery of goods for a specified period from the acquisition of the first of the goods;
- 2. on which you came into possession of the item or on which a third party other than the carrier and indicated by you came into possession of the item in the case of a contract obliging the transfer of ownership of an item (e.g., a sales contract, delivery contract, or contract for a specific work being a movable item),

- 3. on which you came into possession of the last of the items or on which a third party other than the carrier and indicated by you came into possession of the last of the items in the case of a contract obliging the transfer of ownership of multiple items that are delivered separately,
- 4. on which you came into possession of the last lot or part or on which a third party other than the carrier and indicated by you came into possession of the last lot or part in the case of a contract obliging the transfer of ownership of items delivered in lots or parts.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

To exercise the right of withdrawal, you must inform us: GlobalParts-UK Limited, located in Norris House, Challenge Road, Ashford, London, TW15 1BF, United Kingdom, e-mail: sales@globalparts.co.uk, of your decision to withdraw from this contract by an unequivocal statement (for example, a letter sent by post or e-mail).

When withdrawing from the contract, you may use the model withdrawal form, but it is not obligatory. The model form is attached to the terms of service for electronically provided services within the Store.

# CONSEQUENCES OF WITHDRAWAL FROM THE CONTRACT

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

If you have received goods in connection with the contract, please send back or hand over the goods to us at the address GlobalParts-UK Limited, located in Norris House, Challenge Road, Ashford, London, TW15 1BF, United Kingdom, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

Please be informed that you will have to bear the direct cost of returning the goods. If, due to their nature, the goods cannot be returned by post in the usual way, you will have to bear the direct costs of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

## **EXCLUSION OF THE RIGHT OF WITHDRAWAL FROM THE CONTRACT**

The right of withdrawal from a contract concluded off-premises or at a distance does not apply to a consumer in respect of a contract where the subject of the service is goods which, after delivery, due to their nature, are inseparably combined with other items.

# **MODEL WITHDRAWAL FORM**

(This form should be completed and returned only if you wish to withdraw from the contract)

**Recipient:** GlobalParts-UK Limited, located in Norris House, Challenge Road, Ashford, London, TW15 1BF, United Kingdom | sales@globalparts.co.uk

I/We() hereby give notice that I/We() withdraw from my/our() contract of sale of the following goods()/contract for the supply of the following goods(\*):

Method of payment return:

Date of contract()/receipt():

Name and surname:

Address:

Signature: (only if this form is notified on paper) Date:

(\*) Delete as appropriate.

#### **COMPLAINT FORM**

(This form can be completed and sent if you wish to file a complaint)

**Recipient:** GlobalParts-UK Limited, located in Norris House, Challenge Road, Ashford, London, TW15 1BF, United Kingdom

Client's name or company name: Client's address: Client's phone number: Client's e-mail address: Order number:

As the contact details for the response to the complaint and related correspondence, I indicate: **postal address: e-mail address:** 

**The complaint concerns:** [] sales contract dated [] goods: [] contract for the provision of another service: [] other:

Date the reason for the complaint was identified: Description of the problem:

**Complaint request:** [] free repair [] exchange of goods for new ones [] price reduction by the amount of [] withdrawal from the contract

Bank account number for refund:

**Declaration if acting as an entrepreneur with consumer rights:** I declare that the concluded sales contract was directly related to my business activity, but it is not of a professional nature for me, resulting in particular from the subject of my business activity. [] yes [] no

Date: Signature of the submitter: (only if this form is sent on paper)

poprosze w PDF

Pokaż przebieg rozumowania

Niestety, jako model językowy, nie mam możliwości bezpośredniego generowania i wysyłania plików PDF.

Może Pan/Pani jednak w łatwy sposób samodzielnie utworzyć taki plik. Wystarczy skopiować poniższy tekst, wkleić go do dowolnego edytora tekstu (takiego jak Microsoft Word, Google Docs lub LibreOffice Writer), a następnie zapisać dokument jako plik PDF.

Oto pełny przetłumaczony tekst gotowy do skopiowania:

#### TERMS OF PROVISION OF ELECTRONIC SERVICES

## Globalparts.co.uk

#### §1. General Provisions

- 1. The Seller provides Services in accordance with the Terms of Service and universally applicable laws.
- 2. The online Store is available at the address Globalparts.co.uk.
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  - by post: GlobalParts-UK Limited, located in Norris House, Challenge Road, Ashford, London, TW15 1BF, United Kingdom,
  - 2. by email: sales@globalparts.co.uk,
  - 3. by phone: +44 (0) 749 4836 515,
  - 4. via chat available on the Store's website.
- 4. The Seller provides these Terms of Service on the Store's website and may also make them available in the Client Account or attach them to emails containing declarations of acceptance of Clients' offers. Clients may at any time: access, record, acquire, and reproduce the Terms of Service by printing them or saving them on a data carrier.
- 5. The information provided on the Store's website does not constitute an offer from the Seller, but merely an invitation for Clients to submit offers to conclude a contract.
- 6. To use the Store, the Client must have a tele-informatic device with access to the Internet, a correctly configured web browser in its current or previous version: Microsoft Edge, Mozilla Firefox, Google Chrome, Safari, or Opera, with JavaScript enabled, as well as an active and correctly configured email account.

# §2. Account Registration

- 1. The contract for the provision of the Client Account Service is concluded for an indefinite period at the moment the Seller confirms the registration of the Client Account.
- 2. The subject of this Client Account Service is to provide a Client Account panel, enabling, among other things, the management of Client data and orders.
- 3. To create a Client Account, one must complete a voluntary and free registration.
- 4. This is done by filling out and sending the registration form, which is available on the Store's website, to the Seller.

- 5. A condition for the correct completion of the registration form is to fill in all its mandatory and any optional fields, using true, complete, and relevant data or information about the Client.
- 6. Before sending the registration form, by checking the appropriate box, the Client should declare that they have read the Terms of Service and accept their provisions.
- 7. Sending the registration form to the Seller is done using the functionality of the Store and through it.
- 8. Using the Client Account is possible after its creation and subsequent login using the correct username and password.
- 9. It is forbidden to share access data to the Client Account with third parties and to create multiple Client Accounts by one Client.
- 10. Termination of the contract for the provision of the Client Account Service by the Client may be done without giving a reason and at any time, using its functionalities or by sending the Client's declaration on this matter to the Seller, e.g., via email or letter.
- 11. Termination of the contract for the provision of the Client Account Service by the Seller may be done without giving a reason and at any time, with a 14-day notice period, while respecting the rights acquired by the Client before the termination of the contract.

## §3. Basic Functionalities of the Store

- 1. The Seller allows browsing of information posted in the Store via the Store. Termination of the use of the Service occurs when the Client closes the Store's website.
- 2. The Seller provides Clients with the following basic functionalities of the Store:
  - 1. providing a search engine for Goods,
  - 2. adding Goods to a wish list.
- 3. To search for Goods in the Store, one must enter the desired text in the Store's search engine area and then confirm it. The functionality allows searching the Store's resources using keywords entered by the Client. Additionally, the functionality may allow for advanced searches based on selected criteria.
- 4. To use the functionality of adding Goods to a wish list, one must, after logging into the Client Account, add the Goods to the wish list. The purpose of this functionality is to temporarily save in the Client Account's memory the web page containing the promotional offer of the Goods.
- 5. Using some of the mentioned functionalities may require having a Client Account and being logged into it.

### §4. Orders Placed via the Store

- Orders for Goods can be placed via the Store's website 7 days a week and 24 hours a day, using the Cart function.
- 2. After completing the list of ordered Goods, the Client proceeds to the order realization in the Cart area.

- 3. To place an order, the Client should follow the steps according to the messages displayed on the Store's pages.
- 4. During the order placement process, the Client is obliged to:
  - 1. enter the data marked as required. Failure to provide them will prevent the finalization of the order,
  - 2. choose the payment method and delivery method.
- 5. Placing an order is preceded by the Client receiving, via display in the Cart area, information about the total price for the order including taxes and related costs, in particular the costs of delivery and payment.
- 6. Placing an order can be done by using the appropriate button in the Cart and is equivalent to the Client submitting an offer to the Seller to conclude a Sales contract for the Goods included in the order.
- 7. Before sending the order form, by checking the appropriate checkbox, the Client should declare that they have read the Terms of Service and accept their provisions.
- 8. Confirmation of the order acceptance by the Seller is made by immediately sending an e-mail. This message contains the conditions of the concluded Sales contract as agreed by the parties, as well as the data entered by the Client in the order form, to enable the detection of errors therein. If such an error is detected, the Client may notify the Seller of this fact by sending an e-mail indicating the correct data.
- 9. Confirmation of the order acceptance is equivalent to the Seller's acceptance of the offer to conclude a Sales contract, submitted by the Client.

# §5. Telephone Orders

- 1. The Seller allows for placing orders for the purchase of Goods by telephone.
- 2. To place a telephone order for the purchase of Goods, one must contact the Seller using the phone numbers provided on the Store's website, and then place the order orally.
- 3. Confirmation of the acceptance of a telephone order by the Seller is made by immediately sending an e-mail containing information about the content of the concluded contract. This message contains the conditions of the concluded Sales contract as agreed by the parties, as well as the Client's data, to enable the detection of any errors. If such an error is detected, the Client may notify the Seller of this fact by sending an e-mail indicating the correct data.
- 4. To conclude the Sales contract, the Client is obliged to confirm their will to conclude it in response to the above-described message from the Seller.
- 5. Confirmation of the will to conclude the Sales contract is equivalent to its conclusion.

## §6. Sales

- 1. The Seller provides the Service of selling Goods at a distance to Clients.
- 2. The Goods available in the Store are presented in the current assortment on the Store's website. The specifics of each Good, its composition, and characteristics are in the descriptions of the Goods in the Store.

- 3. The subject of the Sales contract includes the Seller's obligation to transfer the ownership of the Goods to the Client and to deliver them, and the Client's obligation to collect the Goods and pay the Seller the price of the Goods.
- 4. The Seller reserves the right to conduct promotional campaigns, consisting in particular of reducing the price of Goods or Services until a specified date or until the stock of Goods subject to the promotion is exhausted.
- 5. By concluding a Sales contract, the Seller undertakes to deliver Goods free from defects to the Client.
- 6. The conclusion of the Sales contract occurs at the moment the Seller confirms the acceptance of the Client's order.
- 7. The Sales contract is concluded in the Polish language, with content compliant with the Terms of Service.

# §7. Delivery

- 1. The delivery of Goods takes place:
  - 1. if the Client chooses delivery via a Carrier, to the address provided by the Client,
  - 2. if the Client chooses delivery to a Parcel Locker via a Carrier, to the Parcel Locker chosen by the Client,
  - 3. if the Client chooses personal collection of Goods, at the Store's premises on working days from 6:00 AM to 4:00 PM and on Saturdays from 6:00 AM to 12:00 PM.
- 2. Deliveries are made within the territory of the United Kingdom.
- 3. Detailed information about the costs and methods of delivery is published on the Store's website, and the Client is informed about them during the order placement process.
- 4. In the case of prepayment, the shipping period for the Goods starts from the moment the payment is credited to the Seller's bank account.
- 5. In any payment option, the delivery of Goods occurs no earlier than after the payment has been made by the Client.
- 6. Confirmation of the handover of the Goods to the Carrier for delivery may be made by sending an e-mail to the Client's e-mail address.
- 7. The risk of accidental loss or damage to the item passes to the Consumer upon its delivery to the Consumer.
- 8. If the Client chooses delivery via a Carrier, it is recommended that the delivered shipment be examined by the Client in the presence of the Carrier.
- 9. If damage to the shipment is found, it is recommended to file a complaint directly with the Carrier, preferably by drawing up a shipment condition report with the Carrier, or by contacting the Seller.
- 10. For Parcel Locker deliveries, it is recommended to show the damage to the Parcel Locker's monitoring camera; place the damaged, unopened parcel in the same Parcel

Locker compartment where it was found and close the compartment, following the instructions on the Parcel Locker screen. Then, a complaint should be filed with the owner of the respective parcel locker, in accordance with the instructions on the parcel locker screen, or with the Seller.

# §8. Payments

- 1. The payment amount for the Sale is determined based on the price list of the Goods, available on the Seller's website at the time of ordering the Goods.
- 2. The prices given on the Store's website for a given Good are gross prices quoted in Polish zlotys and include the value of due taxes, but do not include the costs of delivery of the Good and the chosen form of payment.
- 3. The costs of the transaction and delivery of the Goods are borne by the Client.
- 4. The total price of the order, visible in the Cart area before placing the order and after choosing the method of delivery of the Goods and payment, includes the price for the ordered Goods along with taxes and all related costs, in particular the costs of delivery and transaction.
- 5. The Seller allows the following payment methods for the provided Sales Services:
  - 1. cash on personal collection at the Store's physical location,
  - 2. bank transfer to the Seller's bank account,
  - 3. electronic transfer to the Seller's bank account, via an external payment operator,
  - 4. BLIK via an external payment operator.
- 6. The Seller uses the services of an external payment operator using the external payment system Przelewy24, operated by DialCom24 Sp. z o.o. with its registered office in Poznań (60-327) at ul. Kanclerska 15, entered into the Register of Entrepreneurs of the National Court Register under KRS number: 0000306513, NIP: 7811733852, and REGON: 634509164.
- 7. The Client is obliged to make the payment:
  - 1. at the time of delivery of the Goods in the case of choosing the cash payment method,
  - 2. within 7 days in the case of choosing the bank transfer payment method,
  - 3. at the time of placing the order in the case of choosing a payment method handled by an external payment system.
- 8. The refund of payment by the Seller occurs immediately, no later than within 14 days from the date the reason arose, in the case of:
  - 1. withdrawal from the contract by the Consumer,
  - 2. the Seller's recognition of the claim covered by the complaint notification in whole or in part, based on generally applicable laws.

- The refund of payment is made using the same payment method that was used by the Client in the original transaction, unless they agree to another solution that does not involve any costs for them.
- 10. The Seller is not obliged to refund the additional costs of delivery of the Goods incurred by the Client if the Client chose a delivery method other than the cheapest standard delivery method offered by the Seller.

## §9. Newsletter

- 1. The Seller allows joining the list of subscribers to a newsletter containing commercial information, sent to the Client's e-mail address.
- 2. To order the newsletter, one must use the appropriate newsletter activation field in the registration form or in another form provided by the Seller on the Store's website.
- 3. A condition for the correct ordering of the newsletter is providing the Client's e-mail address. Providing this data is voluntary, but necessary to receive the newsletter.
- 4. Unsubscribing from the newsletter subscriber list can be done without giving a reason and at any time, using the Store's functionalities or the deactivation link found in the newsletter message, as well as by sending the Client's declaration on this matter to the Seller, e.g., in an e-mail or letter.

## §10. Complaints - Non-conformity with the contract

- 1. Complaints may be submitted due to the non-conformity of the service provided with the contract, in accordance with applicable laws.
- 2. A complaint can be submitted by letter or e-mail to the Seller's postal or electronic address. It can be filed using the form, a template of which is an appendix to the Terms of Service, but this is not mandatory.
- 3. In the content of the complaint, it is recommended to include:
  - 1. the Consumer's contact details, which will be used to provide a response to the complaint and to conduct correspondence related to it,
  - 2. the Consumer's bank account number, which will be used for the refund of funds, should such a circumstance arise,
  - 3. a description of the problem and the Consumer's identification data.
- 4. If the complaint concerns Goods that are a physical item, for the complaint to be considered by the Seller, the Consumer is obliged to deliver or send the complained-of Goods to the Seller's address, at the Seller's expense. If, due to the nature of the Goods or the way they are installed, delivering the Goods would be excessively difficult, the Consumer is obliged to make the Goods available to the Seller at the place where the Goods are located.
- 5. The Seller processes complaints within 14 days from the date of submission.
- 6. The Seller will inform the Consumer about the resolution of the received complaint electronically or by regular mail, depending on the Consumer's preference or the method used to file the complaint.

- 7. If the complaint concerns Goods that, after being processed, are to be sent back to the Consumer, the Seller will deliver or send the Goods to the Consumer's address at its own expense.
- 8. The refund of funds in connection with the complaint will be made by transfer to a bank account or by postal order, according to the Consumer's wishes.

## §11. Out-of-court complaint and claim resolution

- The Consumer has the option to use out-of-court methods of resolving complaints and pursuing claims:
  - 1. seeking assistance from a consumer ombudsman or a social organization whose statutory tasks include consumer protection,
  - 2. filing a complaint via the EU's online ODR platform, available at URL

http://ec.europa.eu/consumers/odr/, in accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC.

2. Detailed information on the procedure for out-of-court complaint and claim resolution and the rules of access to these procedures are available at the headquarters and on the websites of the entities mentioned in point 1.

# §12. Warranties

- 1. Complaints may be filed under the warranty if one has been granted for specific Goods by the Seller.
- 2. The warranty protection period is 1 month, unless otherwise specified in a separate warranty statement.
- 3. A warranty is granted by making a warranty statement that specifies the obligations of the guarantor and the rights of the Client in the event that the Goods do not have the properties specified in that statement. Along with the Goods covered by the warranty, the Seller issues a warranty document to the Client.
- 4. If the Goods are covered by a warranty, the Client is entitled to complain about the Goods using the rights arising from the warranty, by submitting a complaint.
- 5. If the Consumer exercises their rights under the warranty, the period for exercising the rights under the statutory warranty (rękojmia) is suspended on the day the Seller is notified of the defect. This period continues to run from the day the guarantor refuses to perform the obligations arising from the warranty or the ineffective expiration of the time for their performance.
- 6. The right to exercise the rights under the statutory warranty is independent of any rights arising from the warranty. The exercise of any rights from the warranty does not affect the Seller's liability under the statutory warranty.
- 7. The Seller processes complaints under the warranty within the period specified in the warranty conditions.

- 8. The Client will be informed about the resolution of the complaint in the manner specified in the warranty conditions.
- 9. In the event of a positive resolution of a complaint filed under the warranty, as a result of which the defective Goods were replaced with new ones or significant repairs were made, the warranty period runs anew from the moment of delivery of the replaced or repaired Goods. In the case of the replacement of a single part that is an element of the Goods, the warranty period runs anew for that part.

#### §13. Withdrawal from the Contract

- 1. A Client who is a Consumer or an Entrepreneur with consumer rights may withdraw from the contract, including the Sales contract, within 14 days without giving any reason, subject to the norms indicated in the instructions on withdrawal from the contract, which is an appendix to the Terms of Service.
- 2. The right to withdraw from the contract does not apply to a Sales contract for Goods which, after delivery, due to their nature, are inseparably combined with other items.
- 3. In other cases, one may withdraw from the contract by submitting a statement of withdrawal from the contract to the Seller. The statement can be submitted on the form, a template of which is an appendix to the Terms of Service.
- 4. Immediately, but no later than within 14 days from the day on which the Client withdrew from the contract, they are obliged to return the Goods to the Seller or hand them over to a person authorized by the Seller. To meet the deadline, it is sufficient to send back the Goods before its expiry. This provision does not apply if the Seller has offered to collect the Goods themselves.
- 5. The Client is responsible for any diminished value of the Goods resulting from using them in a way that goes beyond what is necessary to establish the nature, characteristics, and functioning of the Goods.
- 6. In the event of withdrawal from the contract, it is considered not to have been concluded. If the Client made a statement of withdrawal from the contract before the Seller accepted their offer, the offer ceases to be binding.

# §14. Data Processing and Cookies

- 1. Information on the terms of personal data processing can be found in the Store's Privacy and Cookies Policy.
- 2. Information on the cookies used can be found in the Store's Privacy and Cookies Policy.

# §15. License Conditions

- 1. The Seller grants to Clients using the Store a free license for their own personal use and to enable the use of the Store, subject to these conditions.
- 2. The name of the Store, the graphic design of the Store, the structure of the Store, the Store itself, the source or compiled code of the Store, the websites used to operate the Store, and all documents prepared by the Seller in connection with making the Store available, including related works, including the Terms of Service and other documents

- or messages sent in connection with the provision of services, constitute works within the meaning of copyright law.
- 3. The Seller does not transfer to the Client the economic copyrights to the Store or any works that are part of it, nor the right to grant authorizations regarding the disposal of economic copyrights to these works or the Store and their use, nor to exercise other derivative rights not reserved in the license conditions.
- 4. The right to use the Store and related works is valid in the following fields of exploitation: saving and retrieving in the memory of a telecommunication device at a place and time of one's choosing, and accessing and displaying via a telecommunication device at a place and time of one's choosing.
- 5. The Client may not: rent, lease, or resell the works or any part thereof, nor create derivative works based on them, make changes to the works, remove information about property rights or copyrights that may appear in the area of the works, use the works for purposes that violate applicable general law or ethical and moral norms.
- 6. The license is unlimited in time, territorially unlimited, and non-exclusive, and applies to the entirety of the Store and its related works. The Seller retains the exclusive right to decide on maintaining the integrity of the Store.
- 7. By publishing any content in the Store, in particular: comments or opinions, the Client grants the Seller a free, unlimited in time, territorially unlimited, and non-exclusive license to use them in the following fields of exploitation: publication on the Store's website, saving and retrieving in the memory of a telecommunication device at a place and time of one's choosing, accessing and displaying via a telecommunication device at a place and time of one's choosing, while retaining the right to grant sublicenses as provided in the points above, to enable Clients to use the Store.
- 8. The Client acknowledges that it is forbidden to provide to the Store or through it, content that is:
  - 1. unlawful,
  - 2. likely to mislead other Clients,
  - 3. violating the personal rights of Clients, the Seller, or third parties,
  - generally considered offensive, vulgar, or violating good manners, in particular: pornographic content, content promoting the use of drugs or excessive consumption of alcohol, content inciting racism, xenophobia, or the spread of hatred.
- 9. The Seller is entitled to remove or moderate content that violates the provisions of the Terms of Service.

## §16. Validity and Amendment of the Terms of Service

1. The Terms of Service come into force within 3 days from the date of their publication on the Store's website.

- 2. The Terms of Service may be amended due to a change in the law concerning the subject of the Services, as well as due to technical or organizational changes concerning the services provided by the Seller.
- 3. The amendment of the Terms of Service is made by publishing its new content on the Store's website.
- 4. The amendment of the Terms of Service does not apply to Sales contracts concluded before the date of its amendment.
- 5. Information about the amendment of the Terms of Service is published on the Store's website within 3 days before the effective date of its new wording.
- 6. The Seller sends information about the amendment of the Terms of Service electronically if the parties are bound by a contract concluded for an indefinite period.

#### §17. Final Provisions

- 1. The meaning of capitalized terms is consistent with the explanations included in the section describing the definitions used in the Terms of Service.
- 2. The Seller is not responsible for:
  - 1. interruptions in the proper functioning of the Store and improper provision of Services, caused by force majeure, in relation to Clients who are not Consumers,
  - 2. interruptions in the proper functioning of the Store and improper performance of Services for Clients who are not Consumers, caused by technical activities or reasons on the part of entities through which the Seller provides the Services,
  - 3. lost profits by Clients who are not Consumers.
- 3. The provisions of the Terms of Service are not intended to exclude or limit the rights of a Client who is a Consumer, arising from the provisions of local, generally applicable law. A Consumer cannot waive them.
- 4. In relation to contracts concluded with the Seller, in the event of non-compliance of the Terms of Service with the provisions of generally applicable law in the Consumer's country, the provisions of the generally applicable law in the Consumer's country shall apply.
- 5. In the event that the provisions of the Terms of Service prove to be invalid or ineffective, this fact does not affect the validity and effectiveness of the remaining provisions of the Terms of Service. Instead of the invalid or ineffective provisions, a norm will apply that corresponds to what the parties agreed upon or what they would have agreed upon if they had included such a provision in the Terms of Service.

#### §18. Definitions Used in the Terms of Service

- **Client** a natural person, a legal person, or an organizational unit without legal personality, to which generally applicable law grants legal capacity, who concludes a service contract with the Seller.
- Client Account a panel enabling the management of the Client's orders through the Store, subject to registration and login.

- **Consumer** a Client who is a natural person and concludes a contract for a purpose not directly related to their business or professional activity.
- Cart a functionality of the Store that allows the Client to complete orders for Goods.
- **Parcel Locker** an automated locker or postal terminal used for collecting shipments with Goods.
- Entrepreneur with consumer rights a Client who is an entrepreneur, placing an order for Goods related to their business activity, but which is not of a professional nature for them, in accordance with applicable laws, resulting in particular from the subject of their business activity.
- Carrier an entity providing Goods delivery services in cooperation with the Seller.
- **Terms of Service** these contractual terms, the subject of which is the provision of electronic services by the Seller to Clients, via the Store.
- **Store** the store run by the Seller via the website available on the Internet at the URL: Globalparts.co.uk.
- **Seller** GlobalParts-UK Limited, located in Norris House, Challenge Road, Ashford, London, TW15 1BF, United Kingdom, being the service provider, administrator, and owner of the Store. The Seller can be contacted by phone: +44 (0) 749 4836 515 and by e-mail: sales@globalparts.co.uk.
- Sale the service of selling Goods, provided by the Seller to the Client, the subject of which is the Seller's obligation to transfer ownership of the Goods to the Client and to deliver them, and the Client's obligation to collect the Goods and pay the Seller a specified price.
- Goods an item presented in the Store by the Seller for Sale.
- **Service** a service provided by the Seller to the Client, based on a contract concluded between the parties via the Store. The conclusion of the contract takes place within an organized system of concluding contracts at a distance, without the simultaneous physical presence of the parties.

# INFORMATION REGARDING THE EXERCISE OF THE RIGHT OF WITHDRAWAL FROM THE CONTRACT

# INSTRUCTIONS ON WITHDRAWAL FROM THE CONTRACT

The provisions contained in these instructions regarding the right of withdrawal from the contract by Consumers apply to a natural person concluding a contract directly related to their business activity, when it is clear from the content of this contract that it is not of a professional nature for that person, resulting in particular from the subject of their business activity.

You have the right to withdraw from a contract concluded in our Store within 14 days without giving any reason, subject to the cases indicated in the "Exclusion of the right of withdrawal from the contract" section. The withdrawal period will expire after 14 days from the day:

1. for a contract in which the entrepreneur delivers an item, being obliged to transfer its ownership - on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods, and in the case of a contract which:

a. comprises multiple goods which are delivered separately, in lots or in parts - from the acquisition of the last good, lot or part,

b. involves regular delivery of goods for a specified period - from the acquisition of the first of the goods;"

- 2. on which you came into possession of the item or on which a third party other than the carrier and indicated by you came into possession of the item in the case of a contract obliging the transfer of ownership of an item (e.g., a sales contract, delivery contract, or contract for a specific work being a movable item),
- on which you came into possession of the last of the items or on which a third party
  other than the carrier and indicated by you came into possession of the last of the items
  in the case of a contract obliging the transfer of ownership of multiple items that are
  delivered separately,
- 4. on which you came into possession of the last lot or part or on which a third party other than the carrier and indicated by you came into possession of the last lot or part in the case of a contract obliging the transfer of ownership of items delivered in lots or parts.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

To exercise the right of withdrawal, you must inform us: GlobalParts-UK Limited, located in Norris House, Challenge Road, Ashford, London, TW15 1BF, United Kingdom, e-mail: sales@globalparts.co.uk, of your decision to withdraw from this contract by an unequivocal statement (for example, a letter sent by post or e-mail).

When withdrawing from the contract, you may use the model withdrawal form, but it is not obligatory. The model form is attached to the terms of service for electronically provided services within the Store.

# CONSEQUENCES OF WITHDRAWAL FROM THE CONTRACT

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

If you have received goods in connection with the contract, please send back or hand over the goods to us at the address GlobalParts-UK Limited, located in Norris House, Challenge Road, Ashford, London, TW15 1BF, United Kingdom, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

Please be informed that you will have to bear the direct cost of returning the goods. If, due to their nature, the goods cannot be returned by post in the usual way, you will have to bear the direct costs of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

## **EXCLUSION OF THE RIGHT OF WITHDRAWAL FROM THE CONTRACT**

The right of withdrawal from a contract concluded off-premises or at a distance does not apply to a consumer in respect of a contract where the subject of the service is goods which, after delivery, due to their nature, are inseparably combined with other items.

#### MODEL WITHDRAWAL FORM

(This form should be completed and returned only if you wish to withdraw from the contract)

**Recipient:** GlobalParts-UK Limited, located in Norris House, Challenge Road, Ashford, London, TW15 1BF, United Kingdom | sales@globalparts.co.uk

I/We() hereby give notice that I/We() withdraw from my/our() contract of sale of the following goods()/contract for the supply of the following goods(\*):

Method of payment return:	
Date of contract()/receipt():	
Name and surname:	
Address:	
Signature: (only if this form is notified on paper)	
Date:	
(*) Delete as appropriate.	

## **COMPLAINT FORM**

(This form can be completed and sent if you wish to file a complaint)

**Recipient:** GlobalParts-UK Limited, located in Norris House, Challenge Road, Ashford, London, TW15 IBF, United Kingdom

Client's name or company name:

Client's address:

Client's phone number:

Client's e-mail address:

Order number:

As the contact details for the response to the complaint and related correspondence, I indicate:

postal address:
e-mail address:
The complaint concerns:
[] sales contract dated
[]goods:
[] contract for the provision of another service:
[] other:
Date the reason for the complaint was identified:
Description of the problem:
Complaint request:
[] free repair
[] exchange of goods for new ones
[] price reduction by the amount of
[] withdrawal from the contract
Bank account number for refund:
Declaration if acting as an entrepreneur with consumer rights:
I declare that the concluded sales contract was directly related to my business activity, but it is not of a professional nature for me, resulting in particular from the subject of my business activity.
[]yes
[] no
Date:
Signature of the submitter: (only if this form is sent on paper)