



# TERMS AND CONDITIONS OF THE ONLINE STORE

## MOTOBIRDS.COM

### §1

#### GENERAL PROVISIONS

1. The motobirds.com store operates on the principles set out in this “Terms and Conditions”.
2. The Terms and Conditions specify the conditions for concluding and terminating Product Sales Agreements, the complaint procedure, the types & scope of services provided electronically by the motobirds.com Store, the rules for the provision of these services, and the conditions for concluding and terminating contracts for the electronic services.
3. When using the Electronic Services of motobirds.com Store, Customers must comply with the provisions of the Terms and Conditions.
4. In all matters not covered by the Terms and Conditions, the following provisions shall apply:
  - i) Act on the provision of electronic services of July 18, 2002 (Journal of Laws No. 144, item 1204, as amended),
  - ii) Act on consumer rights of 30 May 2014 (Journal of Laws of 2014, item 827),
  - iii) Act on the out-of-court resolution of consumer disputes of September 23, 2016 (Journal of Laws of 2016, item 1823),
  - iv) Civil code act of April 23, 1964 (Journal of Laws No. 16, item 93, as amended) and other relevant provisions of Polish law.



ALEKSANDRA TRZASKOWSKA "TYLKO DLA ORLIC"  
adres: ul. Na Przetaj 12 B, 03-092 Warszawa, Polska

[WWW.MOTOBIRDS.COM](http://WWW.MOTOBIRDS.COM)

[info@motobirds.com](mailto:info@motobirds.com)

DEFINITIONS INCLUDED IN THE TERMS AND CONDITIONS

1. REGISTRATION FORM - a form available on the motobirds.com website that allows Customers to create an Account.
2. ORDER FORM - a form available on the motobirds.com website that allows the placing of an Order.
3. CUSTOMER - a Service Recipient with full legal capacity who intends to conclude or has concluded a Sales Agreement with the Seller.
4. CONSUMER - a natural person who performs with the entrepreneur a legal act not related directly to its business or professional activity.
5. ACCOUNT - a set of resources in the Service Provider's ICT system, marked with an individual name (login) and password, in which the Service Recipient's data is collected, including information about orders placed.
6. PRODUCT - available in the Store service , which is the subject of the Sale Agreement between the Customer and Seller.
7. REGULATIONS - this Terms and Conditions of the Store.
8. STORE - the Service Provider's online store at motobirds.com.
9. SELLER , SERVICE PROVIDER - Aleksandra Trzaskowska conducting business activity under the name Aleksandra Trzaskowska TYLKO DLA ORLIC entered in the Central Register and Information on Economic Activity of the Republic of Poland, kept by the minister responsible for economy. Place of business and address for delivery: ul. Na Przełaj 12 B, 03-092 Warsaw, NIP: 5213014862, REGON: 368502080, e-mail address: info@motobirds.com, phone number: +48 739 299 907.
10. SALE AGREEMENT - Product Sales Agreement concluded between the Customer and the Seller via the Store.
11. ELECTRONIC SERVICE - a service provided electronically by the Service Provider to the Service User via the Store.
12. SERVICE RECIPIENT - a natural person, legal person or an organizational unit without legal personality, which the law grants legal capacity to use the Electronic Service.



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13. ORDER - Customer's declaration of intent constituting an offer to conclude a Product Sales Agreement with the Seller.

§ 3

PRODUCT INFORMATION AND ORDERING

1. The motobirds.com store conducts retail sales of Products via the Internet.
2. Products offered in the Store are free from legal defects and have been legally introduced on the Polish market.
3. Information on the Store's websites does not constitute an offer within the meaning of the law. The Customer, by placing an Order, submits an offer to buy a specific Product under the conditions specified in its description.
4. The Product price shown on the Store's website is given in euro (EUR) and is gross value. The seller is a VAT payer.
5. The Product price shown on the Store's website is binding when the Customer places the Order. This price will not change regardless of price changes in the Store that may appear in relation to individual Products, after the Customer has placed the Order.
6. Orders can be placed:
  - i. via the website using the Order Form (motobirds.com Store) - 24 hours a day throughout the year,
  - ii. via email to the following address: [info@motobirds.com](mailto:info@motobirds.com),
  - iii. by phone: +48 739 299 907
7. Before placing an Order in the Store, the Customer must read the Terms and Conditions regulating the use of the Store, the Terms and conditions for Participants, Terms and Conditions for Transport organized by Aleksandra Trzaskowska – TYLKO DLA ORLIC, and accept the provisions of these documents when placing the Order.
8. Promotional products may not be available to all, and Orders will be processed on a first-come / first-served basis.
9. In the event the Seller is forced, before commencing the performance of the service constituting the Product, for reasons beyond his control, to change the



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essential terms of the Agreement with the Customer, it shall immediately notify the Customer.

10. In the situation referred to in item 9 of this paragraph, the Customer is obliged to immediately inform the Seller whether:
  - i. He accepts the proposed amendment to the Agreement – or –
  - ii. He withdraws from the Sales Agreement with an immediate return of all benefits brought by the Customer, and without any obligation to pay any contractual penalty.
11. If the Customer withdraws from the Sales Agreement, in accordance with point 10 of this paragraph, or if the Seller cancels the performance of the service which is the subject of the Sales Agreement for reasons beyond the control of the Customer, the Customer has the right to choose either of the following options:
  - i. receive a substitute service of the same or a higher standard, unless they agree to a lower standard service for a refund of the difference in price,
  - ii. demand immediate reimbursement of all benefits brought by him.
12. The Seller is liable for the non-performance or improper performance of the service constituting the Product, unless the non-performance or improper performance is caused solely by:
  - i. Customer's act or omission,
  - ii. Acts or omissions of third parties not participating in the performance of the services provided for in the Sales Agreement, provided these acts or omissions could not have been foreseen or avoided by the Seller,
  - iii. Force majeure (incidental or natural event, i.e. natural, unavoidable, such as over which the Seller does not control, in particular events of a catastrophic nature and extraordinary events in the form of disturbances in collective life, such as war, national unrest, etc.).
13. The exclusion of liability for non-performance or improper performance of the contract, in the cases listed in point 12 of this paragraph, does not release the Seller from the obligation to assist the injured Customer during the provision of the service.
14. Before placing an Order for a Product that is a service related to any physical activity, the Customer must verify his or her medical condition, as well as any disorders, with appropriate medical personnel of his own choosing at his expense,



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in order to obtain information on any contradictions which may hinder participating in the performed service.

15. The customer is required to read the description of the service, its specification, intensity and its impact on the body, and consult a suitable medical specialist at his expense for guidance, if judged necessary.

#### § 4

### CONCLUSION OF THE SALES CONTRACT

1. To conclude the Sales Agreement, it is necessary for the Customer to place an Order in advance by the methods provided by the Seller, in accordance with § 3 points 6 and 8.
2. After placing the Order, the Seller immediately confirms its receipt.
3. Confirmation of acceptance of the Order for implementation causes the Customer to be bound by his Order. Confirmation of receipt and acceptance of the Order for execution is made by sending an e-mail.
4. Confirmation of acceptance of the Order for implementation includes:
  - i. confirmation of all relevant elements of the Order,
  - ii. withdrawal form,
  - iii. specific rules governing the right to withdraw from the contract.
5. As soon as the Customer receives the e-mail message referred to in point 4, a Sales Agreement is concluded between the Customer and the Seller.
6. Each Sales Agreement will be confirmed by a proof of purchase (VAT invoice), which will be sent electronically to the e-mail address provided in the Order Form.

#### § 5

### PAYMENT METHODS

1. The seller provides the following payment methods:
  - i. payment by bank transfer to the Seller's bank account,
  - ii. payment via electronic payment services (DotPay.pl),



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2. In the case of payment by traditional transfer, the payment should be made to the bank account number: ..... (.....) Aleksandra Trzaskowska TYLKO DLA ORLIC, ul. Na Przelaj 12 B, 03-092 Warsaw, NIP: 5213014862, REGON: 368502080 In the title of the transfer should be entered "Order No. ....".
3. In the case of a payment via electronic payment services, the Customer makes a payment before starting the Order. Electronic payment services allow Customers to make payments by credit or debit card or process bank transfers from selected banks.
4. The Customer is obliged to pay the price under the Sales Agreement within 7 business days of its conclusion, unless the Sales Agreement provides otherwise. With the proviso that the customer is entitled to pay a deposit of 500 EUR of the total price under the Sales Agreement within 7 working days from the date of its conclusion. The remaining amount of the total price must be fully paid within 30 days before the start of the service.
5. The service will be performed only after full payment has been received.
6. Any bank fees, exchange rate transactions, or other fees and deductions attached to the payment method chosen by the Customer are for the Customer's account.
7. The Seller has the right to limit for non-Consumer Customers the methods of payment provided by him, including requiring the prepayment of part or all of the sale price, regardless of the method of payment chosen by the Customer and the conclusion of the Sale Agreement.

## § 6

### PRODUCT COMPLAINTS

1. Complaints under warranty.
  - i. The basis and scope of the Seller's liability to the Customer who is a Consumer, under the warranty covering physical and legal defects, are set out in the Civil Code of April 23, 1964 (Journal of Laws No. 16, item 93, as amended).



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- ii. Notification of defects regarding the Product and submission of the relevant request may be made by e-mail to the following address: [info@motobirds.com](mailto:info@motobirds.com), or in writing, by registered mail, to the following address: ul. Na Przetaj 12 B, 03-092 Warsaw, Poland.
2. In the above message in written or electronic form, the Customer must provide as much information as possible in regards to the claimed defect, the circumstances of the complaint. Specifically, the type and date of irregularities noticed as well as contact details. Complete and detailed information will significantly facilitate and accelerate the complaint handling by the Seller.
3. The Seller will respond to the Customer's request no later than within 14 days from the date of receipt of the complaint.
4. In the case of a complaint from a Customer who is a Consumer - failure to consider the complaint within 14 days of its submission is essential to its consideration.
5. The response to the complaint is forwarded to the Consumer on paper or other durable medium.

## § 7

### RIGHT TO WITHDRAW FROM AN AGREEMENT WITHOUT REASON

1. Subject to point 4 of this paragraph, the Customer who is also a Consumer or entity referred to in § 8 of the Regulations, who has concluded a distance contract, may withdraw from it without giving any reasons, by submitting an appropriate statement within 14 days of the Sales Agreement Date. To meet this deadline, it is sufficient to send a statement of withdrawal from the contract provided by the Store.
2. In the event of withdrawal, the Sales Agreement is considered void.
3. The fourteen-day period within which the Consumer or the entity referred to in § 8 of the Terms and Conditions may withdraw from the contract, in the case of services, shall be counted from the date of conclusion of the contract.
4. The right to withdraw from a distance contract is not entitled to the Consumer or entity referred to in § 8 of the Terms and Conditions in the case of a Sales Agreement, in which the subject is a service, if the Seller has performed such service in full with



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the express consent of the Consumer or entity referred to in § 8 of the Regulations, which were informed before the start of the service that after the performance of the service by the Seller, he loses the right to withdraw from the contract.

5. The right to withdraw from the Sales Agreement is vested in both the Seller and the Customer (Consumer) or the entity referred to in § 8 of the Regulations, in the event of failure by the other party to the contract to fulfill their obligations within a strictly defined period.
6. The Seller has the right to withdraw from the Sales Agreement concluded with a Customer who is not a Consumer within 14 business days of its conclusion. Withdrawal from the Sales Agreement in this case may occur without giving a reason and does not give rise to any claims on the part of the Customer who is not a Consumer, against the Seller.
7. Subject to paragraph 3 points 10-12, the Seller has the right to demand payment for the costs actually incurred and the services fulfilled until receipt of the resignation (withdrawal from the contract).
8. The Seller informs only for informative purposes that the historically shaped average actually incurred costs of the Seller, relative to the total value of the concluded Sales Agreement, are usually as follows:
  - up to 60 days before the date of service - 50% of the price,
  - from 59 days to 45 days before the date of service - 80% of the price,
  - from 44 to 30 days before the date of service - 90% of the price.

## § 8

### PROVISIONS CONCERNING ENTREPRENEURS WITH CONSUMER RIGHTS

(effective from 1 June 2020)

1. An entrepreneur running a single person business activity (this paragraph does not apply to commercial companies) is protected by the Consumer Rights Act, provided that the Sales Agreement it concludes with the Seller is not of a professional nature.
2. A person conducting business activity, referred to in item 1 of this paragraph, is protected only in the scope of:



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- i. prohibited contractual provisions - the so-called abusive clauses,
  - ii. liability under the warranty for physical and legal defects of the Product, in accordance with § 7 of the Terms and Conditions,
  - iii. the right to withdraw from a distance contract, in accordance with § 7 of the Terms and Conditions.
3. The entrepreneur referred to in item 1 of this paragraph loses his consumer protection rights in the event that the Sales Agreement he has concluded with the Seller is of a professional nature, which is verified on the basis of the entrepreneur's entry in the Central Register and Information on Economic Activity of the Republic of Poland, in particular the codes of the Polish Classification of Activities indicated therein.
4. Entrepreneurs referred to in item 1 of this paragraph are not covered by the institutional protection provided to Consumers by poviát consumer ombudsmen and the President of UOKiK.

## § 9

### TYPE AND SCOPE OF ELECTRONIC SERVICES

1. The Service Provider through the Store allows the use of Electronic Services such as:
  - i. concluding Product Sales Agreements,
  - ii. keeping an Account in the Store.
2. The provision of Electronic Services to Customers in the Store takes place under the conditions set out in the Regulations.
3. The Service Provider has the right to place advertising content on the Store's website. These contents are an integral part of the Store and the materials presented in it.

## § 10



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## CONDITIONS FOR THE PROVISION AND CONCLUSION OF CONTRACTS FOR THE PROVISION OF ELECTRONIC SERVICES

1. Provision of Electronic Services specified in § 9 item 1 of the Regulations by the Service Provider is free of charge.
2. Period for which the contract is concluded:
  - i. the contract for the provision of Electronic Services consisting in maintaining an Account in the Store is concluded for an indefinite period.
  - ii. the contract for the provision of Electronic Services consisting in enabling the submission of an Order in the Store is concluded for a definite period of time and terminates when the Order is placed or the Customer ceases to place it
3. Technical requirements necessary to cooperate with the ICT system used by the Service Provider:
  1. computer (or mobile device) with internet access,
  2. access to electronic mail,
  3. Web browser,
  4. enabling cookies and Javascript in the web browser.
4. The Service Recipient is obliged to use the Store in a manner consistent with the law, while respecting personal rights and intellectual property rights of third parties.
5. The recipient is obliged to enter data consistent with the facts.
6. The recipient is prohibited from providing illegal content.

### § 11

#### COMPLAINTS RELATED TO THE PROVISION OF ELECTRONIC SERVICES

1. Complaints related to the provision of Electronic Services through the Store may be submitted by the Customer via e-mail to the following address: [info@motobirds.com](mailto:info@motobirds.com) .



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2. In the e-mail above, please provide as much information and circumstances as possible regarding the subject of the complaint, in particular the type and date of irregularities and contact details. The information provided will significantly facilitate and accelerate the consideration of complaints by the Service Provider.
3. Consideration of the complaint by the Service Provider takes place immediately, not later than within 14 days from the date of notification.
4. The Service Provider's response to the complaint is sent to the Customer's e-mail address provided in the complaint application or in another manner provided by the Customer.

## § 12

### CONDITIONS FOR TERMINATION OF CONTRACTS FOR THE PROVISION OF ELECTRONIC SERVICES

1. Termination of the contract for the provision of Electronic Services:
  - i. The contract for the provision of Electronic Services of a continuous and indefinite nature may be terminated (Account).
  - ii. The Service Recipient may terminate the contract with immediate effect and without giving reasons by sending an appropriate statement via e-mail to the following address: [info@motobirds.com](mailto:info@motobirds.com)
  - iii. The Service Provider may terminate the contract for the provision of Electronic Services of a continuous and indefinite nature in the event that the Service Recipient violates the Terms and Conditions, in particular when he provides unlawful content after an unsuccessful earlier call to stop the violations with an appropriate deadline. In this case, the contract expires after 7 days from the date of submission of the declaration of intent to terminate it (notice period).
  - iv. Termination leads to the termination of the legal relationship with effect for the future.
2. The Service Provider may terminate the contract for the provision of Electronic Services with immediate effect and without indicating the reasons by sending the Customer who is not a Consumer a notice of termination.



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3. The Service Provider and the Service Recipient may terminate the contract for the provision of Electronic Services at any time by mutual agreement of the parties.

## § 13

### INTELLECTUAL PROPERTY

1. All content posted on the website at motobirds.com is protected by copyright and (subject to § 13 point 3 and elements used under license, transfer of copyright or fair use) are the property of Aleksandra Trzaskowska conducting business activity under the name Aleksandra Trzaskowska ONLY ORLIC, ul. Na Przetaj 12 B, 03-092 Warszawa, NIP: 5213014862, REGON: 368502080. The Service Recipient bears full responsibility for damage caused to the Service Provider, which is a consequence of using any content on the motobirds.com website, without the consent of the Service Provider.
2. Any use by anyone, without the express written consent of the Service Provider, of any of the elements making up the content and content of motobirds.com is a violation of the copyright of the Service Provider and results in civil and criminal liability.
3. All trade names, Product names, company names and their logos used on the Store's website at motobirds.com belong to their owners and are used only for identification purposes. They may be registered trademarks. All materials, descriptions and photos presented on the Store's website at motobirds.com are used for informational purposes.

## § 14

### FINAL PROVISIONS



ALEKSANDRA TRZASKOWSKA "TYLKO DLA ORLIC"  
adres: ul. Na Przetaj 12 B, 03-092 Warszawa, Polska

[WWW.MOTOBIRDS.COM](http://WWW.MOTOBIRDS.COM)

[info@motobirds.com](mailto:info@motobirds.com)

1. Agreements concluded through the Store are concluded in accordance with Polish law.
2. In the event of any incompatibility of any part of the Terms and Conditions with applicable law, instead of the challenged provision of the Terms and Conditions, the relevant provisions of Polish law shall apply.
3. All disputes arising from Sales Agreements between the Store and Consumers will be settled first of all through negotiations, with the intention of resolving the dispute amicably, taking into account the Act on out-of-court resolution of consumer disputes. However, if this would not be possible or would be unsatisfactory for either party, the disputes shall be settled by a competent common court in accordance with point 4 of this paragraph.
4. Court dispute resolution:
  - 4.1. Any disputes arising between the Service Provider and the Service Recipient (Customer) who is also a Consumer or entity referred to in § 8 of the Regulations, shall be submitted to the competent courts in accordance with the provisions of the code of civil procedure of November 17, 1964 (Journal of Laws No. 43, item 296, as amended).
  - 4.2. Any disputes arising between the Service Provider and the Service Recipient (Customer) who is not also a Consumer shall be subject to the court having jurisdiction over the Service Provider's seat.
5. The Customer who is a Consumer also has the right to use out-of-court dispute resolution, in particular by submitting an application after mediation to initiate mediation or an application for consideration of a case by an arbitral tribunal (the application can be downloaded at <http://www.uokik.gov.com/download.php?file=6223>). The list of Permanent Consumer Arbitration Courts operating at the Provincial Inspectorates of the Trade Inspection is available on the website: [http://www.uokik.gov.pl/wazne\\_adresy.php#faq596](http://www.uokik.gov.pl/wazne_adresy.php#faq596). The consumer may also take advantage of free assistance of the powiat (municipal) consumer ombudsman or social organization whose statutory tasks include consumer protection. Out-of-court claims after the complaint procedure is free.
6. In order to resolve the dispute amicably, the consumer may in particular lodge a complaint via the ODR (Online Dispute Resolution) online platform, available at: <http://ec.europa.eu/consumers/odr/>.



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[info@motobirds.com](mailto:info@motobirds.com)

7. In case of any interpretation issue with the English Language version of this document, the Polish Language version shall prevail. It is available the web-site: [motobirds.com](http://motobirds.com).



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