

TERMS AND CONDITIONS OF PURCHASING IN POPBOX STORES

I. Definitions

The terms used in the Regulations mean:

1. **Customer** - a physical person, legal person or an organizational unit that is not a legal person, whose specific provisions grant legal capacity, who makes a Purchase within the Store;
2. **Civil Code** - Act of 23 April 1964 (Journal of Laws No. 16, item 93, as amended);
3. **Terms and Conditions** - these terms and conditions for the provision of self-service services as part of the Popbox store;
4. **Self-service physical store (Store)** - POPBOX self-service stores in which the customer can make a purchase on his/her own;
5. **Goods** - products visible in the Store;
6. **Sales contract** - a contract for the sale of Goods within the meaning of the Civil Code, concluded between the POPBOX store and the Customer;
7. **Act on specific conditions of consumer sales** - the Act of 27 July 2002 on specific conditions of consumer sales and amending the Civil Code (Journal of Laws No. 141, item 1176, as amended);
8. **Purchase** - Customer's declaration of intent, aiming directly at the conclusion of the Sales Agreement, specifying in particular the type, number and price of the Goods.

II. General provisions

- 2.1. These Regulations define the rules for using the self-service store available at the addresses - Obrońców Tobruku 29, Warsaw and Powązkowska 42, Warsaw.
- 2.2. These Regulations are the regulations referred to in art. 8 of the Act on the provision of services.
- 2.3. The self-service store is run by the company MGES Mariusz Gruca Edward Shellard civil law partnership, NIP 5223218721.

III. The procedure for concluding a Sales Agreement

- 3.1. In order to conclude a Sales Agreement via the Self-Service Store, you must physically enter the store and start the purchase transaction by selecting the desired product on the screen of the self-service machine and making the payment for the goods.
- 3.2. The selection of the ordered Goods by the Customer is made by pressing the product number visible under the shelf on which the product is located.
- 3.3. When placing an Order – up until the payment is concluded - the Customer has the option of resigning from the transaction by not making the payment. Then the transaction will be automatically canceled.
- 3.4. The contract is considered concluded at the moment of payment for the Goods.
- 3.5. The sales contract is concluded in Polish, with the content in accordance with the Regulations.

IV. Delivery of the goods

4.1. The release of the Goods takes place immediately through the machine. By means of internal mechanisms, the Goods are deposited in a pick-up box in various ways, depending on the type of machine, from which the Customer takes the Goods.

4.2. The deadline for the delivery of the Goods is immediate.

4.3. Customers can access these Regulations at any time via the link on the home page of the store www.popbox.pl/regulaminpopbox

4.4. Purchase in self-service POPBOX machines does not require the issuance of fiscal receipts or purchase VAT invoices.

V. Prices and Payment Methods

5.1. The prices of the Goods are given in Polish zlotys and include all components, including VAT (with a special rate), customs duties and any other components

5.2. The customer has the option to pay the price:

- a.) payment by bank card/Apple Pay/Google Pay/Blik/Monyx via payment via the Nayax terminal
- b.) a banknote in Polish zlotys
- c.) Polish coins

VI. Right to withdraw from the contract

The customer has the right to withdraw from the contract if:

- the goods have not been released
- the goods turned out to be expired

VII. Complaints about Goods>Returns

7.1. [The operator of a self-service store] as a seller is liable to the Customer who is a consumer within the meaning of art. 221 of the Civil Code, for non-compliance with the Sales Agreement of the Goods purchased by this consumer, to the extent specified in the Act on specific conditions of consumer sales.

7.2. Complaints arising from the violation of the Customer's rights guaranteed by law or under these Regulations should be sent to the email address info@popbox.pl. [The entity operating the self-service store] undertakes to consider each complaint within [14] days, and if this was not possible, to inform the Customer within this period when the complaint will be considered.

7.3. [The operator of the self-service store] is not a producer of goods. The manufacturer is liable under the warranty for the sold Goods on the terms and for the period indicated in the warranty card. If the warranty document provides for such a possibility, the customer may submit his claims under the warranty directly to the authorized service whose address is included in the warranty card.

7.4. If during the purchase in a self-service machine the purchase was not completed and the Customer paid for the Goods and one of the factors occurred: the goods did not fall off the shelf, the goods got stuck in the machine, the machine took too much money, did not give change - the Customers are obliged contact the dedicated service at +48 732 939 923

at their own expense. The POPBOX self-service store does not return Goods or refund cash, regardless of whether the purchase was made with coins or banknotes. All refunds are in the form of an electronic refund to the card that was used to make the Purchase or to the account of the Monyx Wallet application (which the Customer will be obliged to install on their own phone in order to receive the lost cash funds). All returns are made immediately by the Service Technician on site or remotely. The POPBOX store does not collect and store personal data of customers.

7.5. In extreme cases, when the Customer is unable to collect a refund for a failed Transaction, the POPBOX Store may return the lost funds in the form of Goods, freely chosen by the Customer, with a value not exceeding the equivalent of the lost funds +20%.

Returns of Goods take place once a week at the following times in the following locations:

- Obrońców Tobruku 29, Warsaw – every Monday hours 10:00-12:00
- Powązkowska 42, Warsaw – every Monday hours 13:00-15:00

VIII. Final Provisions

8.1. Settlement of any disputes arising between [the entity operating the self-service store] and the Customer who is a consumer within the meaning of art. 221 of the Civil Code, shall be submitted to the competent courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure.

8.2. Settlement of any disputes arising between [the entity operating the self-service store] and the Customer who is not a consumer within the meaning of art. 221 of the Civil Code of the Civil Code, is subject to the court competent for the seat of [the entity operating the self-service store].

8.3. In matters not covered by these Regulations, the provisions of the Civil Code, the provisions of the Act on the provision of electronic services and other relevant provisions of Polish law shall apply.