

## **Entitlement to Withdraw from a Distance Agreement or from an Agreement Concluded Outside the Office of the Enterprise**

Litex Promo Sp. z o.o. (hereinafter referred to as 'Litex') running business activity in Ostrów Wielkopolski (63-400) at ul.Staroprzygodzka117 informs that in connection with the sales and provision of services performed by Litex - on the basis of the provisions of the Act on Consumer Rights of 30 May 2014 (Journal of Laws of 2014, item 827) to the benefit of consumers (a natural person buying goods or ordering a service not connected directly with their business or professional activity) and entrepreneurs being a natural person, concluding the Agreement that is directly connected with their business activity if it results from the content of this Agreement that it does not have professional character for them (resulting in particular from the subject of the run business activity communicated on the basis of the provisions relating to the Central Registration and Information on Business Activity) - hereinafter referred to jointly as 'Entitled Persons' - the Entitled Persons shall have the right **to withdraw from the concluded Agreement without determination of the reasons within 14 days** from the date of receipt of the purchased goods (personal collection from the premises of the Seller or the moment of handover by the carrier) and when the Agreement related to a service - within 14 days from the date of conclusion of the Service Agreement, subject to the provisions determined below.

Sending of a written withdrawal representation by the Entitled Person in the form of a letter sent on the basis of the proof of registration to the address of Litex or via e-mail to the address: [info@litex.pl](mailto:info@litex.pl) or via fax to: +48 62 737 57 08 shall be sufficient for observance of the time limit for the withdrawal. The Entitled Person may for this purpose use the template of the representation provided as Appendix 2 to the GCTC.

Immediately after receipt of the representation of the Entitled Person, Litex shall send back a confirmation of receipt of the representation on withdrawal from the Agreement respectively via a letter or to the e-mail address of the Entitled Person on a durable carrier. The returned goods which the representation on withdrawal from the Agreement relates to shall be sent to the address of Litex immediately, yet not later than within 14 days from the date of withdrawal from the Agreement.

In case of withdrawal from the Agreement, the Agreement shall be considered as non-concluded. The subject of performance of the Parties shall be returned - subject to the provisions determined below - in non-changed condition unless a change was necessary within the limits of ordinary management. The return shall take place immediately, not later than within fourteen days from the date of submission of the representation on withdrawal from the Agreement, while Litex shall suspend the return of the due amount to the time of receipt of the proof that the goods have been sent

back or receipt of the goods back, depending on which happens first.

Litex shall return the payment with the use of the same payment methods as the ones used in the original transaction unless the Entitled Person expressly consents to another solution; in each case, the Entitled Person shall not bear any fees in connection with this return.

In connection with withdrawal from the Agreement, Litex shall return to the Entitled Person the original costs of delivery of the Goods to the Entitled Person in the amount of the cheapest offered manner of delivery of the Goods (the costs constituting the difference between the cheapest offered delivery form and the costs connected with the delivery form chosen by the Entitled Person shall not be returned). Moreover, the Entitled Person shall always bear the direct costs of the return of the Goods to Litex. The estimated cost of returning the goods should not exceed the amount of 210 PLN net; however, in individual cases resulting from the specificity of the order these costs may be higher, although they should not exceed the amount of costs paid in connection with the initial delivery of goods.

The Entitled Person shall be liable for a decrease of the value of the Goods being a result of the use thereof in a manner exceeding the one that is necessary for determination of the character, features and functioning of the Goods.

These provisions in the field of regulations relating to the rights of Litex and the Entitled Person connected with withdrawal from the Goods Sale Agreement shall be respectively applicable to the Service Agreement.

The Entitled Person may not withdraw from the Agreement in the cases when services and goods, the purchase of which may not be withdrawn from in compliance with the applicable legal provisions, shall be returned, for example:

- a) on provision of services if the entrepreneur has performed the service in its entirety upon express consent of the consumer who was informed before commencement of the performance of the service that after performance of the service by the entrepreneur they would lose the right to withdraw from the Agreement;
- b) in which the subject is a non-prefabricated object manufactured according to specification or used for satisfaction of their individualised needs;
- c) in which the subject are objects that after their delivery - due to their nature - become inseparably connected with other objects.