

WWW.RIVERWOOD.EU/ BOGOAKSHOP.COM ONLINE SHOP REGULATIONS
FROM 13 NOVEMBER 2017

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CHAPTER I - GENERAL PROVISIONS

1.1. Online Shop WWW.RIVERWOOD.EU/ BOGOAKSHOP.COM: Bogoakshop.com (hereinafter referred to as "INTERNET SHOP") available at [www.Www.Riverwood.eu/ bogoakshop.com](http://www.Www.Riverwood.eu/bogoakshop.com) www.bogoakshop.com, T.Riverwood Sp. z o. o. with its registered office in Warsaw [postcode 03 - 976], ul. Bernard 3b NIP: 1132915027 REGON: 365060539, entered in the National Court Register kept by the JUDGMENT OF THE REGION FOR MST.WARSZAWA in WARSAW, XIII FACULTY OF ECONOMY OF THE NATIONAL JUDICIAL REGISTER.

1.2. These Regulations are addressed to both Consumers and Entrepreneurs using the Internet Store (except Section 9 of the Regulations, which is addressed exclusively to Entrepreneurs). The provisions of these Regulations do not purport to exclude or limit any consumer rights under the mandatory provisions of law - all possible doubts are explained in favor of the Consumer. In the event of non-compliance with the provisions of these Regulations, the above provisions shall prevail.

1.3. The administrator of personal data processed in connection with the implementation of the provisions of these Regulations is T.RIVERWOOD. Personal data is processed for purposes, within the scope and on the basis of the principles outlined in the Privacy Policy published on the website of the Internet Store. Providing personal information is voluntary. Any person whose personal data is processed by T.RIVERWOOD has the right to inspect their content and the right to update and correct them.

1.4. definitions:

1.4.1. WORKING DAY - one day Monday through Friday, excluding public holidays.

1.4.2. REGISTRATION FORM - a form available at the Internet Shop to create an Account.

1.4.3. Order Form - Electronic Service, an interactive form available at the Online Shop enabling you to place an Order, in particular by adding Products to your electronic shopping cart and defining the terms of the Sales Agreement, including delivery and payment.

1.4.4. CLIENT - a natural person with full legal capacity, and in cases provided for by law, also a natural person with limited legal capacity (hereinafter referred to as "CONSUMER"); A legal entity or an organizational unit without legal personality (hereinafter referred to as "THE COMPANY"), whose law grants legal capacity that has concluded or intends to enter into a Sales Agreement with the Seller.

1.4.5. CIVIL CODE - Civil Code of April 23, 1964 (Journal of Laws, No. 19, item 93, as amended).

1.4.6. ACCOUNT - Electronic Service, marked with an individual name (login) and a password given by the Customer, a collection of resources in the T.RIVERWOOD teleinformatic system, in which the Client's data is collected, including information on the submitted Orders.

1.4.7. NEWSLETTER - Electronic Service, electronic distribution service provided by T.RIVERWOOD via e-mail, which enables all recipients of the e-mail service to automatically receive the content of the next edition of the newsletter containing information on the Products in the Internet Shop.

1.4.8. PRODUCT - available on the Internet Store movable item of the Contract between the Customer and the Seller.

1.4.9. RULES AND REGULATIONS - these Regulations of the Internet Shop.

1.4.10. SHOP ONLINE - WWW.RIVERWOOD.EU/ BOGOAKSHOP.COM bogoakshop.com Online Shop is available at: www.Www.Riverwood.eu/bogoakshop.com/ bogoakshop.com

1.4.11. SELLER / T.RIVERWOOD - WWW.RIVERWOOD.EU/ BOGOAKSHOP.COM Internet Shop (hereinafter referred to as "INTERNET SHOP") available at www.Www.Riverwood.eu/bogoakshop.com T.Riverwood Sp. z o. o. with its registered office in Warsaw [postcode 03 - 976], ul. Bernard 3b NIP: 1132915027 REGON: 365060539, entered in the National Court Register kept by the JUDGMENT OF THE REGION FOR MST.WARSZAWA in WARSAW, XIII FACULTY OF ECONOMY OF THE NATIONAL JUDICIAL REGISTER.

1.4.12. SALE AGREEMENT - a contract for the sale of a Product concluded or concluded between the Customer and the Seller via the Internet Store.

1.4.13. ELECTRONIC SERVICE - service provided electronically by T.RIVERWOOD to the Customer through the Internet Shop.

1.4.14. SERVICE PROVIDER - A natural person with full legal capacity and, in cases provided for by law, also a natural person with limited legal capacity (hereinafter referred to as "CONSUMER"); a legal entity or an organizational unit without legal personality, whose law grants legal capacity (hereinafter referred to as the "Entity"), who uses or intends to use the Electronic Services.

1.4.15. ORDER - statement of the will of the Customer submitted using the Order Form and aimed directly at the conclusion of the Product Sales Agreement with the Seller.

CHAPTER II - ELECTRONIC SERVICES IN THE INTERNET SHOP

2.1. The following Electronic Services are available at the Online Shop: Account, Order Form and Newsletter.

2.1.1. Account - use of the account is possible after completing the following two steps - (1) filling in the Registration Form, (2) clicking on the "Create Account". In the Registration Form you will need to provide the following details of the Client: first name and last name, address (street, house / apartment number, postal code, city, country), e-mail address, contact telephone number and password. In the case of Service Recipients, the NIP is required.

2.1.2. Order Form - Use of the Order Form starts with the moment you add your first Product to your online shopping cart. Submission of the Order takes place after completing the following three steps - (1) after completing the Order Form and (2) clicking on the "Place Order" - until now you have the possibility to modify the data entered manually. and (3) confirmation of the order by clicking on the confirmation link sent to the given e-mail address.

2.1.3. Newsletter - the use of the Newsletter takes place after entering the name and e-mail address on the website of the Newsletter, which will be sent to the next edition of the

Newsletter, clicking the "Subscribe to the newsletter" and confirming the willingness to receive the newsletter by clicking on the confirmation link sent to the given mail address e.

2.2. Use of the Electronic Services by the Customer is free of charge.

2.2.1. The account and the newsletter in the Internet Shop are provided for an unspecified time.

2.2.2. Use of the Order Form is a one-off and is completed when the Order is placed through it.

2.3. Technical requirements for cooperation with the ICT system used by T.RIVERWOOD:

2.3.1. Computer, laptop or other multimedia device with Internet access.

2.3.2. Access to e-mail.

2.3.3. Web browser: Mozilla Firefox version 11.0 and higher or Internet Explorer version 8.0 and higher, Opera version 7.0 and higher, Google Chrome version 12.0.0 and higher.

2.3.4. Recommended screen resolution: 1024x768.

2.3.5. Enable cookies in the web browser and Javascript.

2.4. The Client is obliged to use the Internet Store in a manner consistent with the law and good morals, with due regard for personal rights and copyrights and intellectual property of third parties.

2.5. The customer is obliged to enter data according to the actual situation.

2.6. The recipient is prohibited from providing content of an unlawful nature.

CHAPTER III - CONDITIONS FOR CONTRACTS OF SALE AGREEMENT

3.1. Advertisements, advertisements, pricelists and other information about Products on the Website of the Internet Shop, in particular their descriptions, technical and utility parameters and prices, constitute an invitation to enter into a contract within the meaning of art. 71 of the Civil Code.

3.2. The product price shown on the website is in Polish zloty and includes all ingredients, including VAT and customs duties. However, the prices do not include any costs of delivery and payment, which are indicated during the Order submission, in these Regulations and in the "Delivery" tab.

3.3. The Product Price shown on the Website is binding at the time the Customer submits the Order. This price will not change regardless of the price changes in the Online Shop, which may appear in respect of particular Products after the Customer has placed the Order.

3.4. Conclusion of the Contract by means of the Order Form.

3.4.1. In order to conclude the Contract of Sale, it is necessary for the Customer to submit the Order in advance.

3.4.2. After submitting the Order, the Seller promptly confirms receipt of the Order, which results in binding the Customer to its Order and at the same time accepts the Order for execution. Confirmation of receipt of the Order and its acceptance for implementation is made by displaying the relevant information on the website of the Online Shop after submitting the Order - and at this moment a Sale Agreement is concluded between the Customer and the Seller. In addition, the Seller sends to the Customer's e-mail address specified during the Order submission, confirming that the Order was placed and accepted for execution.

3.6. Fixing, securing and making available to the Customer the content of the Contract of Sale is made by (1) making available these Terms of Use on the Website of the Internet Store, (2)

sending the Customer the e-mail referred to in point 3.4.2., (3) display the message referred to in point. 3.4.2, as well as (4) attaching to the consignment the proof of purchase and specification of the concluded Sales Agreement. The content of the Sales Agreement is additionally fixed and secured in the information system of the Seller's Online Store.

CHAPTER IV - PAYMENT METHODS

4.1. The Seller provides the following payment methods:

4.1.2. Payment by debit / credit card.

The payment card operator is Braintreepayments

CHAPTER V - COSTS, DATES AND METHODS OF DELIVERY

5.1. The Seller provides the following means of delivery or receipt of the Product:

5.1.1. Courier delivery, courier delivery.

5.1.2. Personal collection

5.1.3 Possible delivery costs are indicated during the Order submission. They depend on the method of delivery and payment chosen by the Customer. Delivery costs are also indicated on the website of the Online Shop under the "Shipping costs" tab.

5.3 The customer, who has not received within the specified period of the Product dispatched by the Seller by postage mail, shall bear the cost of the shipment in double amount.

5.3.1 The seller is entitled in the case referred to in point. 5.3 call the Customer to pay within 7 days of receiving the summons.

5.4. The delivery date of the Product to the Customer is up to 7 Business Days, unless otherwise specified in the Product Description or during the Order. This term should be counted as follows:

CHAPTER VI - CONDITIONS FOR TERMINATION OF ELECTRONIC SERVICES AGREEMENTS

6.1. T.RIVERWOOD and the Service User may terminate the Service Agreement at any time by agreement of the parties.

6.2. Termination of the Electronic Services Contract:

6.2.1. The termination of the Electronic Continuity Services Contract (eg Account) may be terminated.

6.2.2. The customer may terminate the contract for providing the Electronic Service without indicating the reasons by sending a relevant statement in particular by e-mail to office@Riverwood.eu. The agreement expires 7 days after the date of the statement of intent to terminate it (notice period) unless the parties agree on a shorter notice period.

6.2.3. In the case of Consumers who are also Consumers, T.RIVERWOOD may terminate the Service Agreement when the User objectively misrepresents or persistently violates the Terms of Service, in particular when it delivers unlawful content, after at least one unsuccessful call for cessation or removal of the infringement with an appropriate deadline. Violation of the Rules of Procedure must be objective and unlawful. An electronic service contract will expire after 14 days from the date the T.RIVERWOOD has made a statement of will to terminate it (notice period).

6.2.4. In the case of Enterprise Customers, T.RIVERWOOD may terminate the Service Agreement with immediate effect and without indicating the cause by sending the Customer a statement.

CHAPTER VII - ADMINISTRATIVE PROCEEDINGS

7.1. Complaints for Non-Compliance with the Sales Contract:

7.1.1. The basis and scope of the Seller's liability towards a Customer who is a natural person who purchases the Product for a non-professional or business purpose, as a result of the Product's inconsistency with the Sales Agreement is determined in particular by the provisions of the Civil Code (Journal of Laws No. 1964, No. 16 item 93 d.).

7.1.2. The warranty does not extend to the defects of the Product that the Consumer knew, in particular those that T.RIVERWOOD / Seller disclosed in the Product's description.

7.1.3. Notices of nonconformity of the Product with the Sales Agreement and the request can be made in particular by e-mail to office@Riverwood.eu. When possible and necessary to evaluate the nonconformity of the Product with the contract, you should also provide it to the above address.

7.1.4. The Seller will respond to the customer's request promptly, no later than within 14 days. The complaint response is sent to the address provided by the Client, unless the Client gives a different way.

7.1.5. In the case of Products also covered by the guarantee, the Seller informs that the guarantee for the sold consumer goods does not exclude, limit or suspend the buyer's rights resulting from the non-conformity of the goods with the contract.

7.1.6. If the Product has a defect, the Consumer may submit a statement of price reduction or withdrawal from the contract, unless the Seller promptly and without undue disadvantage to the Consumer will replace the defective Product or defect will be removed.

7.1.7. The restriction indicated in pt. 7.1.6. does not apply if the Product has already been replaced or repaired by the Seller or the Seller has failed to fulfill the obligation to exchange the Product for free from defects or to rectify the defect.

7.1.8. The consumer may request the removal of the defect of the Product free of defects or replacement, unless it is impossible for the Product to conform to the contract in a manner chosen by the Customer or would require excessive costs in comparison with the manner proposed by the Seller.

7.1.9. In the case of a Consumer complaint, the costs of the complaint shall be borne by the Seller.

7.1.10. The consumer may file a complaint for non-conformity of the Product with a sale contract for a period of 2 years from the date of receipt.

7.2. Complaints related to the provision of Electronic Services by T.RIVERWOOD and other complaints related to the operation of the Internet Shop:

7.2.1. Complaints related to the provision of Electronic Services via the Internet Shop and other complaints related to the operation of the Internet Shop The Client may, in particular, send an email to office@Riverwood.eu or write to: Berneńska 3b, Warszawa 03-976.

7.2.2. It is advisable to include in the complaint description as much information and circumstances as possible about the subject of the complaint, in particular the nature and date of the irregularity and contact details - this will facilitate and speed up the processing of the complaint by T.RIVERWOOD.

7.2.3. The complaint will be processed by T.RIVERWOOD without delay, not later than within 14 days.

7.2.4. T.RIVERWOOD's reply to the complaint is sent to the address given by the Client, unless the Client gives a different way.

CHAPTER VIII - RIGHT OF DUE TO CONTRACT

8.1. Client / Customer who is also a Consumer who has concluded a distance contract may withdraw from it without giving a reason by submitting a relevant statement within 14 days. It is enough to send a statement before it expires. The statement can be sent in particular by e-mail to office@Riverwood.eu or in writing to: ul. Berneńska 3b, 03-976 Warszawa

8.2. The consumer has the opportunity to use the model withdrawal statement made available by the Seller. The withdrawal form can be found in the "Complaints and Refunds" tab.

8.3. In the event of withdrawal from the contract, the contract is considered not to be and the consumer is exempt from all obligations. What the parties have witnessed is reimbursed unchanged, unless the change was necessary within the limits of ordinary management.

8.4. T.RIVERWOOD / Seller returns the amount paid by the Consumer for payment (including the price of the Product and the cost of the cheapest delivery of the Product to the consumer unless the delivery is free) within 14 days of the consumer's withdrawal from the contract using the same method of payment, the Consumer will be provided unless the consumer indicates otherwise.

8.5. The return of the Product by the Consumer to T.RIVERWOOD / Sellers is not returned.

8.6. The fourteen day period in which the Consumer may withdraw from the contract shall be counted in the case of a Sale Contract from the date of receipt of the Product by the Consumer and when the contract relates to the provision of the Electronic Service from the date of its conclusion.

8.7. T.RIVERWOOD / Seller, upon receipt of a statement of withdrawal from the Consumer, will confirm to the Consumer the receipt of the statement by sending a receipt to the consumer's e-mail address.

8.8. Withdrawal from the contract is not possible in the cases referred to in art. 38 of the Act of 30 May 2014 on consumer rights, ie: (1) the provision of services if the trader has performed the full service with the express consent of the consumer who was informed prior to the commencement of the benefit that the trader will lose his right to withdraw ; (2) where the price or remuneration depends on fluctuations in the financial market over which the trader does not exercise control and which may occur before the expiration of the withdrawal period;

(3) where the subject-matter is an unstructured item, manufactured to the consumer's specifications or used to meet his individual needs; (4) where the subject matter of the provision is a rapidly deteriorating or short-lived item of use; (5) where the item is provided in a sealed package which can not be returned for health or hygiene reasons after opening the package, if the packaging has been opened after delivery; (6) the object of which is the supply of goods, which, by their nature, are inseparably linked to other things; (7) where the subject of the offer is alcoholic beverages, the price of which has been agreed at the conclusion of the sale contract and whose delivery may take place only after 30 days and whose value depends on market fluctuations over which the trader has no control; (8) where the consumer explicitly requested the trader to come to him for emergency repair or maintenance; if the trader provides additional services other than those requested by the consumer or supplies other than spare parts necessary for repair or maintenance, the consumer shall be entitled to withdraw from the contract for additional services or items; (9) where the subject matter is audio or visual recordings or computer programs delivered in sealed packaging if the packaging has been opened after delivery; (10) o delivery of journals, periodicals or periodicals, except for subscriptions; (11) concluded by public auction; (12) to provide accommodation services other than for residential purposes, carriage of goods, car hire, catering, leisure, entertainment, sporting or cultural events if the contract indicates the day or period of service; (13) o provide digital content that is not recorded on a material medium if the performance of the benefit has begun with the consumer's explicit consent before the expiration of the withdrawal period and after informing the trader of the loss of the right of withdrawal.

CHAPTER IX - PROVISIONS CONCERNING ENTERPRISES

9.1. This item of the Regulations and the provisions contained therein apply only to Business Customers.

9.2. In the case of non-consumer customers, the Seller is entitled to limit the available payment methods, including the need to prepay in whole or in part, irrespective of the method of payment selected in the Order Form and the conclusion of the Contract.

9.3. The Client being an Entrepreneur is obliged to fulfill his obligations under the Contract of Sale (ie in particular payment of price and acceptance of the Product) immediately, not later than within 7 days from the date of its conclusion, unless the Sales Agreement provides otherwise.

9.4. Products that are the subject of the Sales Contract concluded with the Customer being an Entity remain the property of the Seller to pay the price and delivery costs under the Sale Agreement.

9.5. According to Art. 558 § 1 of the Civil Code, the liability of the Seller in respect of the warranty against the Customer being an Entrepreneur is excluded.

9.6. As soon as the Product is delivered by the Product Seller, the carrier shall transfer to the Customer being an Entrepreneur the benefits and burdens of the Product and the risk of accidental loss or damage to the Product. Seller shall not be liable for loss, loss or damage of the Product arising from its acceptance for carriage until it is delivered to the Customer and for delay in the carriage of the consignment.

9.7. In the event of sending the Product to the Customer through a carrier, the Customer who is an Entrepreneur is obliged to examine the shipment in time and in the manner adopted for such shipments. If it determines that during the carriage is a loss or damage to the Product, it is obliged to carry out all the necessary steps to determine the liability of the carrier.

9.8. The liability of T.RIVERWOOD / the Seller against the Client / Client being an Entrepreneur, regardless of its legal basis, is limited - both within the single claim and for any claim in total - up to the amount paid and delivery costs under the Sales Agreement . T.RIVERWOOD / Seller is liable to the Client / Client being an Entrepreneur only for typical damages predictable at the time of conclusion of the contract and shall not be liable for lost profits to the Client / Client being an Entrepreneur.

CHAPTER X - FINAL PROVISIONS

10.1. Contracts concluded through the Internet Shop are concluded in accordance with Polish law and in English.

10.2. Amendment of the Regulations:

10.2.1. T.RIVERWOOD reserves the right to make changes to the Regulations for important reasons: changes in the law; Changes in payment and delivery methods - to the extent that these changes affect the implementation of the provisions of these Regulations.

10.2.2. The amended regulations are binding on the Recipient if the requirements specified in Art. 384 of the Civil Code, ie the Customer has been properly informed about the changes and the Customer has not terminated the Contract for the provision of the Electronic Service of a continuous nature within 14 days from the date of notification.

10.2.3. Amendments to these Terms will not in any way prejudice the rights of the Purchasers who are both Consumers and Users of the Online Shop before the date of entry into force of the amendments, in particular amendments to the Regulations will not affect the already submitted or placed Orders and concluded, executed or executed Sales Agreements.

10.2.4. Should the amendment of the Regulations result in the introduction of any new fees or an increase of the current Customer, the Consumer is entitled to withdraw from the contract.

10.3. In matters not regulated in these Regulations, the provisions of the Civil Code shall apply; Act on the provision of electronic services of 18 July 2002 (Journal of Laws No. 144, item 1204, as amended); Law of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827, as amended); Act of 29 August 1997 on the protection of personal data (Journal of Laws of 2002, No. 101, item 926, as amended) and other relevant provisions of Polish law.

10.4. Any disputes between T.RIVERWOOD / the Seller and the Customer / Customer will be resolved first by way of amicable and complaint proceedings.

10.4.1. The consumer is able to use the out-of-court way of dealing with claims and claims before the Permanent Consumer Court of Justice at the Provincial Inspectorate of Trade Inspection in Katowice. Information on how to access the dispute resolution mode and procedures is available at www.uokik.gov.pl, under the tab "Consumers" -> "Settlement of consumer disputes".

10.4.2. Disputes between T.RIVERWOOD / the Seller and the Consumer / Customer being the Consumer shall be subject to the jurisdiction of the Consumer's place of residence. Disputes between T.RIVERWOOD / Seller and the Client / Client being an Entrepreneur shall be submitted to the competent court for the seat of T.RIVERWOOD / Seller.

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