

DECLARATION OF WITHDRAWAL FROM A CONTRACT CONCLUDED AT A DISTANCE

(1)(2)
(place) (date)

(3) _____

(Consumer data - name, surname, address, telephone number)

I declare that, in accordance with Article 27 of the Consumer Rights Act of 30 May 2014, I withdraw from the sales agreement concluded on (4) _____ regarding the following things (5): _____

I am asking for a refund (6) _____ PLN / EUR / USD* (in words _____) and forward it to me in the following way: bank transfer / postal order / personal collection*.

Please fill in the fields marked from (1) to (8) legibly, in block letters.
* delete as appropriate

Bank transfer details

Name and surname: (7) _____

Bank account number: (8) _____

_____ legible customer signature

INSTRUCTIONS FOR CONSUMERS REGARDING WITHDRAWAL FROM THE CONTRACT

- The consumer may withdraw from the contract without giving a reason within 14 days** by submitting an appropriate declaration of withdrawal from the contract. The fourteen-day period within which the consumer may withdraw from the contract is counted from the day the consumer or a person indicated by him, other than the carrier, takes possession of the goods. To meet the deadline, it is sufficient to send the declaration before its expiry.
- The declaration of withdrawal from the contract may be sent by post to the following address: **Essente Sp. z o.o., 16-010 Wasilków, Białostocka 108 St.** or to the following e-mail address: **biuro@essente.pl**. The declaration may be submitted using the attached form, although this is not obligatory.
- The right to withdraw from a contract concluded at a distance, referred to in sec. 1 does not apply to the consumer in relation to contracts:** **a)** for the provision of services, if the entrepreneur has fully performed the service with the express consent of the consumer, who was informed before the commencement of the provision that after the entrepreneur has provided the service he will lose the right to withdraw from the contract; **b)** in which the price or remuneration depends on fluctuations in the financial market over which the entrepreneur has no control and which may occur before the deadline for withdrawal from the contract expires; **c)** in which the subject of the provision is a non-prefabricated item, manufactured according to the consumer's specifications or intended to meet his individual needs; **d)** in which the subject of the provision is an item that spoils quickly or has a short shelf life; **e)** in which the subject of the provision is an item delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the package was opened after delivery; **f)** in which the subject of the provision are items that after delivery, due to their nature, are inseparably connected with other items; **g)** where the subject of the provision are alcoholic beverages, the price of which was agreed upon at the conclusion of the sales contract, and which can only be delivered after 30 days and whose value depends on market fluctuations beyond the entrepreneur's control; **h)** where the consumer has expressly requested the entrepreneur to come to him for urgent repairs or maintenance; if the entrepreneur additionally provides services other than those requested by the consumer, or supplies items other than spare parts necessary to perform the repair or maintenance, the consumer has the right to withdraw from the contract in respect of additional services or items; **i)** where the subject of the provision are audio or visual recordings or computer programs delivered in a sealed package, if the package was opened after delivery; **j)** for the delivery of newspapers, periodicals or magazines, with the exception of a subscription contract; **k)** concluded by way of a public auction; **l)** for the provision of accommodation services other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sporting or cultural events, if the contract specifies the day or period for the provision of the service; **m)** for the supply of digital content that is not recorded on a tangible medium, if the performance of the service began with the consumer's express consent before the expiry of the withdrawal period and after the entrepreneur informed him of the loss of the right to withdraw from the contract.
- In the event of withdrawal from the contract, **the entrepreneur is obliged to immediately, no later than within 14 days** from the date of receipt of the consumer's declaration of withdrawal from the contract, **return to the consumer all payments made by him, including the costs of delivery of the goods** (with the exception of additional costs resulting from the consumer's choice of a method of delivery of the goods other than the cheapest method of delivery offered by the entrepreneur). **The payment will be returned to the consumer using the same form of payment that the consumer chose when entering into the original sales contract** with the entrepreneur (e.g. bank transfer), unless he agrees to another method of refund by the entrepreneur due to the withdrawal from the contract. In each case, this will not involve any additional costs for the consumer.
- The cost of packaging and returning the goods is borne by the consumer.** The goods should be sent back to the address of the entrepreneur's registered office, specified in paragraph 2. For goods that cannot be returned by standard post, the cost of returning the goods is estimated at a maximum of: a) for goods weighing up to 15 kg – PLN 30; b) for goods weighing 15~30 kg – PLN 50; c) for goods weighing > 30 kg, not requiring transport on pallets – PLN 100; d) for goods delivered on industrial pallets – PLN 350.
- The return of goods by the consumer should take place immediately, no later than within fourteen days.** This period is counted from the date of submission of the declaration of withdrawal from the distance contract. The goods should be returned in their entirety with all accessories, should not be damaged, destroyed or bear permanent and visible traces of use. The consumer is liable for a decrease in the value of the goods if this is the result of using them in a way that goes beyond what is necessary to determine the nature, characteristics and functioning of the goods. It is recommended to return the goods in the factory packaging in which they were delivered to the Consumer, using the protective measures that were used during delivery.
- The entrepreneur has the right to withhold the refund to the consumer** until he receives the returned goods or until the consumer provides proof of sending them back, depending on which event occurs first.
- The consumer (exercising the right to withdraw from the contract) is obliged to pay for the services provided by the entrepreneur until the time of withdrawal from the contract**, if he withdraws from the contract concluded at a distance after submitting an explicit request for the provision of services, the provision of which is to begin before the expiry of the deadline for withdrawal from the contract.

