

PURCHASE AND USE CONDITIONS (TERMS OF USE)

1. Introduction

1.1. This document (hereinafter referred to as the „**Conditions**“) together with the documents mentioned herein establishes the conditions that govern the use of this website (www.steelalive.io) and the purchase of products here.

1.2. Please read these Conditions and our Privacy Policy (hereinafter, jointly, the “**Policies**“) carefully before using this website. If you are a Consumer, you have to accept the Conditions before placing an order and once accepted, they stay binding to you for the said order.

1.3. These Conditions may be modified, however any new amendments will not have impact on the conditions applying to the orders that were already placed. It is very important, however, to read these Conditions and the Policies every time an order is placed.

1.4. The contract between us to purchase a product via this website (hereinafter, the “**Contract**“) may be executed, upon your decision, in any of the languages in which the Conditions are available on this website. The information or personal details that you provide us will be processed in accordance with the Policies.

2. Steel Alive online store details

Sale of goods through this website is carried out under the trading name “Steel Alive S.A.” by (hereinafter referred to as “Steel Alive”).

3. Use of the www.steelalive.io website

3.1. When you use this website and place orders through it, you agree to:

- i. Use this website to make legally valid enquiries and orders only;
- ii. Not to make any false or fraudulent orders.

In case there is any suspicion that the order is unfair/unreal, e.g. in case of a stolen credit card, we will try to contact you to verify our suspicions to reasonable extent, and if the said suspicions are confirmed, we will cancel the order and inform you about it;

iii. Provide us with your e-mail address, postal address and/or other contact details truthfully and exactly. If you do not provide us with all the information we need, you cannot place your order.

3.2. When you place an order on this website, you state that you are at least 18 years old and are legally eligible to enter into contracts.

4. How to place an order and buy

4.1. The products available via this online store are described in detail. The website provides information regarding the features of the products, their price, composition, etc. When ordering, the Customer selects the product in a manner that is adequate to a given item, specifying the weight, and, if necessary, providing additional information and the quantity needed.

4.2. The next step is to add the products you wish to your shopping basket.

4.3. After selecting the option “Proceed to checkout”, you will be transferred to a page where you need to introduce the details necessary for the shipment of your order. After selecting the shipment method, you need to select the method of payment please see point 8 below for details). The Customer has the possibility to select online payment (using a debit/credit card or a bank transfer using PayPal service) or cash on delivery. After selecting preferred shipment method and online payment method, also when the payment takes place via PayPal service, the Customer will be redirected to a website, from which they can continue shopping or go to order summary.

4.4. At any stage of placing an order, yet until a payment is made, an order may be cancelled by not proceeding with further steps and by exiting the page that is used for placing the order. The unfinished order will not be completed.

4.5. If, after placing an order, you realize there is a mistake in a type, number of items you ordered or in other data, please call [...] immediately. Also, [...] may contact the Customer via e-mail or by phone in order to clarify any doubts or in other matters that are related to orders.

4.6. Once you have placed your order, you will receive an email confirming receipt of your order (the "**Order Confirmation**"). The Order Confirmation will include a personalized order number. That number allows you to, among others, check the status of your order. The Order confirmation email does not signify our acceptance of your order; we are simply confirming that we received your order. Once we have processed your order and prepared it for shipping, we will send you an email stating that we have accepted your order, which will include the shipment details (the "Shipment Confirmation"). The decision to accept your order is in our sole discretion. Because we want to make sure that we have your product available, we won't accept your order until we have prepared your product for shipping. In most cases, this will be within twenty-four hours for items that are in stock. For items that are not in stock, you will receive the Order Confirmation when the item becomes available and has been prepared for shipping.

4.7. The Contract is executed once we send and you receive the Shipment Confirmation. Along with the Shipment Confirmation you will receive the content of these Conditions, which constitute a model contract.

4.8. Your order is also recorded and stored by our system. The accounting documents confirming the Contract are kept for a period of 5 years.

5. Delivery

5.1. We will deliver products specified in the Shipment Confirmation within the deadline indicated in it or, if the deadline was not specified in the Shipment Confirmation, then in time frame selected when choosing way of delivery, however not later than within [...] days from the date of conclusion of the Contract. If in some exceptional situations we expect that delay may occur, we will contact you to agree on deadline of delivery or, if you reject the suggested deadline, you can withdraw from the Contract. If the order is cancelled, all money paid will be returned without undue delay.

5.2. For the purposes of these Conditions, "delivery" shall be understood to have taken place or the order is "delivered" as soon as you or a third party indicated by you acquires physical possession of the goods, which will be evidenced by the signing of the receipt of the order at the agreed delivery address.

5.3. Please remember that the ordered products cannot be delivered to the address of the mailbox. Please also remember that the ordered products cannot be delivered to your address on Saturdays and Sundays.

5.4. If you are default in collecting the order, we will set an additional deadline to deliver it. If the order cannot be delivered within additional deadline, we have the right to cancel it (withdraw from Contract) and the Contract is considered to be terminated. If so, paid amounts of money will be returned without undue delay.

6. Risk and ownership transmission

The product risk shall be your responsibility from the moment of delivery. You will take ownership of the products at the moment of delivery.

7. Prices and payment methods

7.1. All prices on the website are expressed in USD and include VAT, but exclude delivery fees, which are added to the total price. They may vary based on the selected method of delivery and payment type.

7.2. [...] reserves the right to change the prices of products available in the online store, introduce new products, begin and cancel special offers available in the online store or change them in accordance with the Polish legal environment.

7.3. You expressly authorize us to issue the invoice in electronic format.

7.4. Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders already placed.

7.5. You may use, as payment method, the cards: Visa, MasterCard, American Express, and also PayPal and PayU. You can also pay with cash on delivery.

7.6. To minimize the risk of non-authorized access, your credit card details will be encrypted. If your payment method is PayPal, the charge will be made when we confirm your order. When you click "Authorize payment", you are confirming that the credit card is yours or that you are the rightful holder of the gift card or the voucher. Credit cards are subject to verification and authorization by the card issuing entity, but if the entity does not authorize the payment, we shall not be liable for any delay or failure to deliver, and we will be unable to formalize any Contract with you.

8. Creating an account on the website or buying as a guest

The functionality of buying goods as a guest is also available on the website. Under this type of purchase, only such data which are essential to process your order will be requested from you. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continue as a non-registered user.

9. Returns

9.1 Statutory right of withdrawal

If you are contracting as a Consumer, you have the right to withdraw from the Contract within 14 days from the day on which you, or a third party nominated by you (other than the carrier), takes physical possession of the purchased product, or in case of multiple items in one order delivered separately, after 14 days from the day on which you, or a third party nominated by you (other than the carrier), takes physical possession of the last item.

To exercise this right of withdrawal, you must notify us of your decision by making a statement to us that you withdraw from the Contract. Providing any reason is not required. To exercise the right of withdrawal, you may notify us at [...], at the telephone number [...], or by writing using our contact form. You may use the model withdrawal form as set out in the end of these Conditions, but it is not obligatory.

If the Consumer serves a notice of withdrawal from the Contract electronically through the model withdrawal form or sending an email, we will send to such Consumer a confirmation of receipt of the notice of withdrawal on a durable medium (pdf).

You shall not have the right to withdraw from the Contract when it is for the delivery of any of the following products:

- i. Customized items;
- ii. CD / DVD software or IT delivered in closed packaging bearing a seal, if the packaging was opened after delivery;
- iii. Goods delivered in the sealed wrapping, which cannot be returned after the wrapping is opened due to health or hygiene reasons, if the wrapping has been opened after the delivery.

Effects of withdrawal

In case of the statutory right of withdrawal, we will make the reimbursement using the same means of payment as you used for the initial transaction, unless you explicitly give your consent to another method of reimbursement which does not generate any costs for you.

In case of statutory right of withdrawal, if you select one of our return methods, the refund will take place without undue delay, not later than in 14 days from the receipt of your notice of withdrawal. If you decide to return and send the purchased product(s) on your own (i.e. you have not selected methods of return offered by us), we can withhold the refund until we receive the returned product(s) or a proof that the returned product(s) has been shipped (whatever is earlier).

If you decide to return and send the product(s) on your own (i.e. you have not selected methods of return offered by us), you should deliver the returned product(s) to us (sending products to the address: [...]), not later than 14 days from the day on which you communicate your withdrawal from the Contract to us. The deadline is met if you return the product(s) before this 14-day period has expired. You will be responsible for the direct cost of returning the products.

Unless you return the product by courier arranged by us or [...], you shall bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Upon cancellation, the respective products shall be returned as follows:

When returning the product(s) by courier arranged by us:

You should contact us through our contact form via contact@steelalive.io to arrange for the product to be collected at your home.

Neither of the options above will entail any additional cost to you.

We recommend returning products in their original packaging in order to prevent their damage. However, non-compliance with our recommendation does not impact exercising your statutory rights. Please bear in mind that if you wish to return the items to us by "cash on delivery", we reserve the right to charge the Consumer the costs which we therefore incur.

After the statutory period to withdraw lapse (i.e. 14 days from the receipt of the purchased product), you are not entitled to withdraw from the Contract.

9.2 Returns of defective products (Warranty for defects of product)

If an item bought has a defect, you can file a complaint under Polish Civil Code (Article 556 et seq. of the Civil Code Act of 23 April 1964 (Journal of Laws of 1964., No. 16, pos. 93, as amended). Your claim might be filed on the basis of the warranty for defects.

Consumers are entitled to: free repair or replacement, price reduction or refund from the seller in case of defective products. These rights apply to defects which emerged in a period of 2 years from the date of delivery of product(s). You will not be required to present the corresponding receipt.

In the aforementioned period Consumer may, instead of our suggestion to repair the defect, require the exchange for product free from defects or instead of exchanging, require defect removal, unless bringing product into compliance with the Contract in the manner chosen by Consumer is impossible or would require excessive costs in comparison with the method proposed by us. When evaluating these costs, we take into account the value of the product free of defects, the nature and the importance of the defects, but also we take into account disadvantages that consumer would otherwise meet.

We will handle your complaint within 14 days. You can also complain about warranty items if such warranty was granted.

The amounts paid for the products returned due to any damage or defect, when it actually exists, will be reimbursed in full, including the delivery costs related to sending the article and the costs to you for returning it to us. The refund shall be paid by the same payment means you used to pay from the purchase, unless you explicitly give your consent to another method of reimbursement which does not generate any costs for you.

If you have ordered products from outside Poland from another EU member state via this website the above clause 9.1 applies with the restriction that the collection by a courier commissioned by us can only be made from the original delivery address within Poland.

At the same time we would like to inform you that we are under no circumstances obliged to pay shipping costs to destinations other than the original delivery address nor the return costs from destinations outside Poland.

9.3. Right of withdrawal and return for orders from abroad

10. Liability for products' defects

It is understood that product has defect, if: (i) it fails to have a property, which a thing of that kind should have regarding the purpose stipulated in the Contract or arising from the circumstances or its intended use, (ii) it fails to have a property, about which the seller has assured the buyer, specifically by presenting to the buyer a sample or a model, (iii) it fails to lend itself to the purpose, which the buyer indicated to the seller at the conclusion of the contract, and the seller failed to make a reservation to such an intended use, and (iv) it was released to the buyer incomplete.

11. Using of this website and technical needs

11.1. You should not make undue use of this website by intentionally introducing a virus, Trojan horse, worm, logic bombs or any other software or technologically damaging or harmful material. You should not attempt to make unauthorized access to this website, the server on which the site is housed or any server, computer or database related to our website. You should not attack this website through any attack of denial of service or an attack of distributed denial of service.

11.2. To operate this website you will need the following technical equipment:

- at least 512 kB Internet connection throughput;
- one of below listed browsers with “cookies” and JavaScript service allowed:
Microsoft Edge Browser
Mozilla Firefox 17.0.9 or later
Opera 15 or later
Google Chrome 30 or later
Apple Safari 5.1 or later;
- below media applications installed:
Windows Media Player 9 or later

12. Severability

Should any of these Conditions or any provision of a Contract be declared null and void by firm resolution from the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by said declaration of annulment.

13. Applicable jurisdiction

All disputes arising out of use of this website or the Contract or related to them are subject to the jurisdiction of the Polish courts.

14. Dispute resolution

If you as a buyer consider your rights have been breached, you can address your complaints to us via the email address [...] in order to seek an out-of-court settlement.

In this regard, if the purchase from us was concluded online through our website, we, in line with EU Regulation No. 524/2013, hereby inform you that you are entitled to seek to settle the consumer dispute with us out-of court, through the platform for the online dispute resolution accessible through the Internet address <http://ec.europa.eu/consumers/odr/>

Last updated on [...]

Model withdrawal form

(complete and return this form only if you wish to cancel the contract)

To [...], operating under the trading name [...], by email to [...] I hereby give notice that I cancel my contract of sale of the following items:

[customer to insert description of items]

Ordered on/received on (*)

Name of consumer

Address of consumer

Signature of consumer (only if this form is notified on paper) Date

(*) Delete as appropriate