

www.shop.roribox.com Online Shop Regulations

Our full registration details as the shop administrator, seller and service provider:

Cieszyńskie Zakłady Kartoniarskie S.A.

ul. Frysztacka 23

43-400 Cieszyn

NIP [*Taxpayer Identification Number*]: 5480075962

REGON [*business statistical number*]: 002422107

A company entered into the register of entrepreneurs of the National Court Register kept by the District Court in Bielsko-Biała, VIII Commercial Division of the National Court Register, under number KRS 0000033795.

Below you will find the regulations which include information regarding, among others, the method of placing an order leading to the conclusion of a contract, details of the performance of the concluded contract, forms of delivery and payment available in the Shop, procedure of withdrawal from the contract or complaint procedure.

If you have any comments, questions or doubts, you can contact us at bok@roribox.com.

Best regards and enjoy your shopping
Team of roribox.com online shop

§ 1

Definitions

For the purposes of these Regulations, the following terms have the following meaning:

- 1) **Buyer** - a legal person, an organisational unit without legal personality or a natural person running business activity,
- 2) **Consumer** - a natural person who performs a legal transaction with an entrepreneur not related directly to this person's business or professional activity,
- 3) **Regulations** - these regulations, available at <https://shop.roribox.com/regulamin>,
- 4) **Shop** - an online shop operating at <https://shop.roribox.com>,
- 5) **Mockup** – a product mockup, created by digital printing, digital finishing, cutting and gluing
- 6) **Seller** – Cieszyńskie Zakłady Kartoniarskie S.A., ul. Frysztacka 23, 43-400 Cieszyn

§ 2

Introductory Provisions

1. Via the Shop, the Seller conducts retail sales and at the same time provides electronic services to Buyers. Via the Shop, the Buyer may purchase services displayed on the Shop's pages.
2. Via the Shop, the Seller does not sell or provide services to Consumers.
3. The Regulations set out the terms and conditions of using the Shop, as well as the rights and obligations of the Seller and Buyers.
4. In order to use the Shop, in particular to make a purchase in the Shop, the Buyer's computer or other device does not need to meet specific technical conditions. The following are sufficient:
 - 1) Internet access,
 - 2) standard operating system,
 - 3) standard web browser,
 - 4) an active e-mail address.
5. The Buyer cannot make a purchase in the Shop anonymously or under a pseudonym.
6. Providing illegal content while using the Shop, in particular by sending such content via the forms available in the Shop, is prohibited.
7. The Seller reserves the right to refuse execution of an order to the Buyer who disrupts the functioning of the Shop or uses it in a way that is burdensome for other customers or the Seller.
8. All product prices listed on the Shop's pages are gross prices.

§ 3

Electronically supplied services

1. Via the Shop, the Seller provides electronically supplied services to the Buyer.
2. The basic service supplied electronically by the Seller to the Buyer is enabling the Buyer to place an order in the Shop leading to the conclusion of a contract with the Seller. Placing an order is possible without the need to have an account in the Shop.
3. If the Buyer decides to set up an account in the Shop, the Seller also provides an electronically supplied service to the Buyer, consisting in setting up and maintaining an account in the Shop. The account stores the Buyer's data and the history of orders placed by him in the Shop. The Buyer logs into the Account using his e-mail address and the password he has defined.
4. Setting up an account in the Shop is done by selecting an appropriate checkbox during the ordering process or by completing an account registration form available in the Shop. The Buyer may delete the account at any time by sending a relevant request to the Seller. Deleting the account will not delete information about orders placed using the account, which information will be stored by the Seller until the expiry of the limitation period for claims under the contract concluded via the Shop / for the entire duration of the Shop's operation, unless the Buyer has previously objected to the storage of this information,

and the Seller does not have an overriding interest in its storage.

5. The services: enabling the placing of an order as well as setting up and maintaining an account are supplied electronically to the Buyer free of charge. On the other hand, sales contracts and contracts for the supply of digital content concluded via the Shop are payable.
6. In order to ensure safety of the Buyer and of the transfer of data in connection with the use of the Shop, the Seller takes technical and organisational measures appropriate to the level of risk to the security of the services provided, in particular measures to prevent the acquisition and modification of personal data by unauthorised persons.
7. The Seller takes steps to ensure that the Shop functions properly. The Buyer should inform the Seller about any irregularities or interruptions in the functioning of the Shop.
8. The Buyer may submit any complaints related to the functioning of the Shop via e-mail to the following e-mail address bok@roribox.com. In the complaint, the Buyer should specify the type and date of the irregularity related to the functioning of the Shop. The Seller will consider all complaints within 30 days of receiving the complaint and will inform the Customer about its resolution to the e-mail address of the person submitting the complaint.

§ 4

Placing orders

1. The Buyer can only place an order as a registered customer or as a guest.
2. The registered customer is the Buyer who has an account in the Shop. The Buyer may set up an account by selecting an appropriate checkbox during the ordering process or completing an account registration form available in the Shop.
3. If the Buyer has an account in the Shop, he should log into it before placing an order. Logging in is also possible when placing an order by clicking on the link available in the displayed message.
4. An order is placed by completing an order form after the Buyer has added products, digital content or services of interest to him to the shopping cart. It is necessary to provide in the form the data necessary to complete the order. While placing the order, the method of delivery of the ordered products and the method of payment for the order is also selected. The condition for placing an order is the acceptance of the Regulations, which the Buyer should read in advance. In case of any doubts regarding the Regulations, the Buyer may contact the Seller.
5. The services offered at shop.roribox.com do not exhaust the technical capabilities of Cieszyńskie Zakłady Kartoniarskie S.A.. The Buyer may at any time contact the shop staff in order to determine the order details that go beyond the offer presented at shop.roribox.com.
6. The ordering process is completed by clicking the button finalising the order. Clicking the button finalising the order is the Buyer's declaration of will leading to the conclusion of a sales contract with the Seller.
7. If the Buyer has chosen to pay online when placing the order, after clicking the button

finalising the order he will be redirected to the payment gateway operated by an external payment operator to make payment for the order. The payment for the order should be made within 2 days from the conclusion of the contract.

8. The Seller enables payment for orders through external providers of payment solutions, i.e. Przelewy24 and PayPal.
9. In the order form the Buyer must provide true personal data. The Buyer is liable for providing false personal data. The Seller reserves the right to suspend the execution of the order in a situation where the Buyer provided false data or when the data raises reasonable doubts of the Seller as to its correctness. In this case, the Buyer will be informed by phone or e-mail about the Seller's doubts. In this situation, the Buyer has the right to explain all circumstances related to the verification of the accuracy of the data provided. In the absence of data allowing the Seller to contact the Buyer, the Seller will provide any explanations after the Buyer has made contact.
10. The Buyer declares that all data provided by him in the order form is true, while the Seller is not obliged to verify its accuracy and correctness, although he has such authorisation in accordance with paragraph 7 above.

§ 5

Delivery & Payment

1. The available delivery methods are described on the Shop's website and presented to the Buyer during ordering. The cost of delivery of the order is borne by the Buyer, unless the Seller indicates otherwise on the Shop's website. The Seller has the right to decide to divide the order into several separate shipments without additional costs to the Buyer.
2. The available methods of payment for the order are described on the Shop's website and are presented to the Buyer during ordering.
3. Electronic payments, including card payments, are handled by Przelewy24 and PayPal.
4. All payments are made in advance prior to the commencement of execution of an order.
5. An invoice is generated for each purchase, and it will be delivered to the Buyer electronically, to the e-mail address provided in the order form.

§ 6

Order Execution

1. The Seller offers in the Shop a service that consists in making mockups of packaging made of individual materials provided by the Buyer.
2. The Buyer selects the shape of the packaging, and decides how to finish the mock-up. After placing the order and accepting the payment, the Seller sends to the e-mail address provided in the order a link with an individual subpage of the shop where the customer will find a file with the packaging dieline template (technical drawing of the packaging structure). On the subpage, it will be possible to contact the customer service office via chat and transfer files from the customer's side (upload). Then, the Buyer applies on the dieline template, on his own, a graphic design according to the attached instructions. The Buyer is obliged to provide the Seller with graphic designs for mockups via the

individual subpage.

3. The Seller accepts for preparation the works in PDF format. The necessary details for design preparation are specified at shop.roribox.com/specyfikacja_przygotowania_projektów.
4. Files prepared not in accordance with the specification will not be processed by the Seller, and the Buyer will be informed accordingly.
5. If it is impossible to obtain a correct graphics file, the Seller reserves the right to terminate the sales contract. In such case the funds provided for the execution of the order will be returned to the Buyer.
6. The execution of an order including physical prints consists in the production of the ordered mockups, packing them for delivery to the Buyer and sending the shipment to the Buyer in accordance with the method of delivery selected by the Buyer.
7. An order is considered completed at the moment of sending the shipment to the Buyer (entrusting the shipment to the carrier engaged in the transport).
8. The order lead time is determined individually on the basis of the materials provided by the Buyer. Some methods of finishing the prints require the purchase of special production substrates. The substrates are ordered each time under an individual order of the Buyer.
9. If the Buyer ordered services with different lead times indicated, the lead time for the entire order binding upon the Seller is the longest of all services included in the order, while the Seller may propose splitting the order into several independent shipments in order to speed up the lead time in relation to some products.
10. The Buyer selects the number of mockups to be printed. 2 mockups are offered as standard. If more mockups are ordered, the price is automatically re-calculated to a higher one (maximum 10 pcs).

§ 7

Consumer's withdrawal from the contract

1. A Consumer who has concluded a distance contract with the Seller has no right of withdrawal from the contract without giving a reason. The production of mockups is a complex process that requires preparatory work, ordering substrates and is performed on several machines. The production takes place on graphic materials provided by the Buyer.
2. Starting from 01 January 2021, the right of withdrawal from the contract on the terms described in this clause and resulting from the Act on consumer rights is granted also to a natural person concluding a contract with the Seller directly related to the business activity of such person, if the provisions of this contract provide that it does not have a professional character for that person, resulting in particular from the subject of the business activity performed by such person, as disclosed under the provisions on the Central Register and Information on Economic Activity. Therefore, when the rights of the

Consumer are mentioned under this clause, starting from 01 January 2021, these rights also apply to a person who meets the above criteria.

3. The production of mockups is a complex process that requires preparatory work, ordering substrates and is performed on several machines. The production takes place on graphic materials provided by the Buyer. Therefore, all services offered at shop.roribox.com are exempt from the right of withdrawal from the contract. According to article 38 (1) and (3) of the Act on consumer rights, the right of withdrawal from the contract does not apply to the contract:
 - 1) under which the subject of the performance is a non-prefabricated item, manufactured according to the consumer's specification or serving to satisfy his individual needs;
 - 2) 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 performance of the service that after the entrepreneur has performed the service, he will be deprived of the right of withdrawal from the contract;

§ 8

Liability for defects

1. The Seller is obliged to provide the Buyer with a product free from defects.
2. Subject to the provisions of paragraph 12, 13 and 14 of this clause, the Seller is liable to the Buyer if the sold product has a physical or legal defect (warranty for defects).
3. If the product sold has a defect, the Buyer may:
 - 1) demand replacement of the product with a product free from defects,
 - 2) demand that the defect be removed,
 - 3) submit a price reduction statement,
4. If the Buyer finds a defect in the product, he should inform the Seller about it, specifying his claim related to the defect or submitting a relevant statement.
5. The Buyer may use the complaint form available at <https://shop.roribox.com/reklamacja>, however it is not mandatory.
6. The Buyer may contact the Seller both by traditional mail and by e-mail.
7. The Seller will respond to the complaint submitted by the Buyer within 14 days from the date of delivery of the complaint via the means of communication similar to that used to submit the complaint.
8. Details regarding the Seller's warranty for defects are governed by the provisions of the Civil Code (articles 556 – 576).
9. Starting from 01 January 2021, the provisions on the Seller's warranty for defects in the sold item regarding Consumers also apply to a natural person concluding a contract with the Seller directly related to the business activity of such person, if the provisions of this contract provide that it does not have a professional character for that person, resulting in particular from the subject of the business activity performed by such person, as disclosed under the provisions on the Central Register and Information on Economic Activity.

10. Complaints related to damage to courier parcels will be considered on the basis of a damage report drawn up in the presence of the courier upon receipt of the shipment. The lack of a damage report may result in the Seller's refusal to accept the complaint.
11. The Seller makes every effort to reproduce the colours and all effects included in the design sent by the Buyer as accurately as possible. It should be kept in mind that the purpose of printing a mockup is to get as close as possible to the quality of the final production. However, if the final production is carried out on machines other than those used in the production of the mockup, the details of the finishing may differ. It should also be taken into account that for technical reasons, there will always be differences between the colours and effects displayed on different screens and the colours and effects obtained on digital production machines.
12. Pantone colours are simulated in a digital machine in CMYK + OGV space. As a result of the simulation, these colours may deviate from the pantone template. Therefore, the Seller's liability under the warranty for colour deviations in relation to the pantone template is excluded. Complaints in this regard will not be accepted.
13. Scodix effects, i.e. Foil, Sense, Spot, Mix, Cast&Cure are marked as separate layers in the design. By placing an order, the Buyer accepts their arrangement. Each of these effects, post application, has a specific structure that cannot be reproduced in a PDF file. Due to the lack of possibility to compare the structure with the pattern, the Seller's liability under the warranty for the type of the effect structure inconsistent with the Buyer's expectations is excluded. Complaints in this regard will not be accepted.
14. We cut mockups on a plotter. The quality of cutting on a plotter is different from cutting with a specialised tool on a punch. Therefore, the Seller's liability under the warranty for cutting and creasing in a quality lower than with the use of a blanking die is excluded. Complaints in this regard will not be accepted.

§ 9

Personal data and cookies

1. The Seller is the controller of the Buyer's personal data.
2. The Buyer's personal data is processed for the following purposes and based on the following legal grounds:
 - a. conclusion and performance of the contract - article 6 (1)(b) GDPR
 - b. fulfilment of tax and accounting obligations - article 6 (1)(c) GDPR,
 - c. defending, pursuing or determining claims related to the contract, which is a legitimate interest pursued by the Seller - article 6 (1)(f) GDPR,
 - d. identification of the returning customer, which is a legitimate interest pursued by the Seller - article 6 (1)(f) GDPR,
 - e. handling inquiries from Buyers not yet leading to the conclusion of a contract, which is a legitimate interest pursued by the Seller - article 6 (1)(f) GDPR,

3. The recipients of the Buyer's personal data are: courier companies, tax offices, accounting office, law firm, hosting provider, invoicing system provider, CRM system provider, ERP system provider, and mailing system provider.
4. The Buyer's personal data is stored in the Seller's database throughout the period of conducting business in order to ensure the possibility of identifying the returning customer, which, however, may be objected by the Buyer, demanding that his data be deleted from the Seller's database. If such objection is submitted before the expiry of the limitation period for claims under the concluded contract, the Seller will have an overriding interest in storing the Buyer's data until the expiry of the limitation period for claims. Accounting documentation containing the Buyer's personal data is kept for the period required by law.
5. Buyer's rights related to the processing of personal data: the right to request the Seller to provide access to personal data, to rectify it, to delete it, to restrict its processing, the right to object to the processing, the right to data portability, the right to lodge a complaint with the President of the Office for Personal Data Protection.
6. Providing personal data by the Buyer is voluntary, but necessary to contact the Seller, to set up a user account or conclude a contract.
7. The Shop uses cookie technology.
8. Details related to personal data and cookies are described in the privacy policy available at shop.roribox.com/ochrona_danych.

§ 10

Intellectual Property Rights

1. The Seller hereby instructs the Buyer that the content available on the Shop's pages and elements of physical products (e.g. graphic designs) may constitute works within the meaning of the Act of 4 February 1994 on copyright and related rights, in which the Seller has copyrights.
2. The Seller hereby instructs the Buyer that further dissemination of copyrighted content by the Buyer without the consent of the Seller, except for the use of the content as part of permitted personal use, constitutes an infringement of the Seller's copyright and may result in civil or criminal liability.
3. The Seller is not liable for any infringement of copyright and the content of the materials sent by the Buyer. If the order contains content that is illegal or violates moral standards, the Seller has the right to refuse its execution.

§ 11

Out-of-court ways of handling complaints and pursuing claims

1. The Seller agrees to submit any disputes arising in connection with the sale of goods to mediation. Details will be determined by the parties to the conflict.

2. A Consumer has the option of using out-of-court ways of handling complaints and pursuing claims. Among other things, the Consumer has the option to:
 - 1) address a permanent arbitration consumer court with a request to settle a dispute arising from the concluded sales contract,
 - 2) address a provincial inspector of the Trade Inspection with a request to initiate mediation proceedings for the amicable resolution of the dispute between the Buyer and the Seller,
 - 3) use the assistance of a provincial (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection.
3. For more detailed information on out-of-court complaint procedures and pursuing claims the Consumer may visit <http://polubowne.uokik.gov.pl>.
4. The Consumer may also use the ODR platform available at <http://ec.europa.eu/consumers/odr>. The platform is used to settle disputes between consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or contract for the provision of services.

§ 12

Final provisions

1. The Seller reserves the right to introduce and cancel offers, promotions and to change the prices of products in the Shop without prejudice to the rights acquired by the Buyer, including in particular the terms and conditions of contracts concluded prior to the change.
2. The Seller reserves the right to amend the Regulations without prejudice to the rights acquired by the Buyer under the contracts concluded before the amendment to the Regulations. Buyers who have registered user accounts will be informed of any amendment to the Regulations by a message sent to the e-mail address assigned to the user account. If the new Regulations are not accepted, the Buyer may delete his user account free of charge.
3. Any disputes related to contracts concluded via the Shop will be considered by the Polish common court competent for the place of permanent business activity of the Seller. This provision does not apply to Consumers for whom the jurisdiction of the court is considered on general rules. Starting from 01 June 2020 this provision also does not apply to a natural person concluding a contract with the Seller directly related to the business activity of such natural person, if the provisions of this contract provide that it does not have a professional character for that person, resulting in particular from the subject of the business activity performed by him, as disclosed under the provisions on the Central Register and Information on Economic Activity - in the case of such a person, the jurisdiction of the court is considered on general rules.
4. These Regulations are valid from 14 August 2020.
5. All archival versions of the Regulations are available for download in .pdf format - links can be found below the Regulations.