

## SERVICE RULES FOR “CASH RETURN GUARANTEE”

### § 1

These Service Rules (hereinafter referred to as “**Rules**”) specify the rules for returning products purchased at PEPCO brick-and-mortar stores.

### § 2

The phrases used in the Rules are defined as follows:

- a) **Seller** – PEPCO POLAND SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with registered office in Poznań, ul. Strzeszyńska 73 A, 60-479 Poznań, Poland, entered into the Business Register of the National Court Register maintained by the District Court for Poznań – Nowe Miasto and Wilda, VIII Commercial Division of the National Court Register under the number 0000111962, NIP: 7822131157, REGON: 639669292,
- b) **Store** – retail store of the Seller, located in the Republic of Poland,
- c) **Product** – any goods purchased in the Stores except for the exclusion indicated in § 4 sec. 1 below.
- d) **Customer** – any natural person, legal entity or organizational entity capable of making a purchase of a Product in a Store.

### § 3

1. Any Customer has the right to return a non-deficient Product within 30 days from the date of purchase.
2. This 30-day return period counts from the day indicated in one of the following proofs of purchase: fiscal receipt, substitute receipt, VAT invoice or VAT invoice correction – original document confirming the purchase of the Product.

### § 4

1. The cash return guarantee is limited to non-deficient Products which at the time of return:
  - a) are not damaged or incomplete,
  - b) do not show indication of use,
  - c) have all labels and tags attached by the producer and by the Seller,
  - d) are found in the original and intact packaging (in the case of Products sold in such packaging).

2. Regardless of the provisions of § 4.1, the following goods shall not be returned:
  - a) women's and girls' single-packaged underwear (panties, shorts, thongs),
  - b) men's and boys' single-packaged underwear (briefs, boxer shorts),
  - c) cosmetics, hygiene products and toiletries,
  - d) household chemicals- cleaning products,
  - e) grocery products, water and drinks
  - f) virtual products.
3. The Seller does not accept returns of Products which have been sold to a Customer at a reduced price due to defects or damage that the Customer was informed about before making the purchase.
4. In case the Product is sold in a set, i.e. there are several pieces in one packaging, a Customer can return only the complete set on the terms provided for in these Rules.
5. The return can be made only upon the presentation of the original proof of purchase indicated in § 3 sec. 2.
6. The Customer can return the Product to any Store of the Seller, regardless of where the purchase has been made, with the exception of the purchase of a Product that is documented by a VAT invoice or VAT invoice correction, in which case the Customer can only return the Product in the Store where it has been purchased.

## § 5

1. Upon delivery of the Product and the required document indicated in § 3 sec. 2 by the Customer to the Store, a Store employee will assess whether the Product qualifies for return under the conditions specified in these Rules.
2. If the Store employee accepts the Product return:
  - a) The Customer returns the Product and the original of the document indicated in § 3 sec. 2 to the employee, and
  - b) The Store employee returns the equivalent of the price paid by the Customer for the Product, equal to the amount specified in the submitted proof of purchase.
3. If other Products are indicated on the receipt or VAT invoice, a substitute receipt or VAT invoice correction shall be issued to the Customer.
4. If the Customer wishes to exchange a non-defective Product, and the Product meets the conditions indicated above and is available in the Store, it is possible to exchange the Product for another one with a matching index (Products indicated in § 4 sec. 2 above are exempt from returns).
5. The Seller reserves the right to refuse to accept the return of Products that do not meet the conditions indicated above.

## § 6

1. In case the Customer has made the payment for the Product:

- a) in cash – the Customer receives a refund of the equivalent of the price in cash,
  - b) by credit or debit card – The customer receives a refund of the price for the card he indicated,
  - c) by bank transfer – the Customer receives a refund of the equivalent of the price by bank transfer to the account that has been used for the payment for the Product,
  - d) in vouchers honored by the Store – the Customer receives a refund of the equivalent of the price in cash.
2. The Seller reserves the right to refund the equivalent of the price of the Product purchased in cash if the refund cannot be made in one of the ways indicated above due to technical or hardware problems.

### **§ 7**

1. These Rules in this wording enter in effect on 15 December 2017.
2. With respect to purchases made before the date referred to in sec. 1 above, the Customer is entitled to choose to make the return according to these Rules or the procedure that was in effect before the day of introduction of these Rules.
3. These Rules are available on the Seller's website at [www.pepco.pl](http://www.pepco.pl)
4. The Seller will inform about all changes made to these Rules with a 30 day notice by publishing the relevant information at [www.pepco.pl](http://www.pepco.pl).

### **§ 8**

#### **Defective Product liability claims**

1. Notwithstanding the above provisions, Customers can make a claim for defective Products purchased in the Store.
2. The Seller bears liability for Product defects in accordance with the provisions of Polish law.
3. Complaints about defective goods may be submitted on the basis of a guarantee or due to liability for non-compliance of the goods with the contract.