

TERMS & CONDITIONS
REGULATIONS OF REMED PL ONLINE STORE

Effective from 10.01.2026

PREAMBLE

The following Regulations of the Online Store (hereinafter referred to as the "**Regulations**") establish the contractual terms and conditions governing the relationship between you, as a Buyer (as defined below), and **REMED PL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ**, a legal entity incorporated in Poland, with its registered office at UL. WŁADYSŁAWA ŁOKIETKA 5, 87-100 TORUŃ, district TORUŃ, commune TORUŃ, province KUJAWSKO-POMORSKIE, Tax Identification Number (NIP): 8792769707, Statistical Identification Number (REGON): 54251414000000, registered in the National Court Register (Krajowy Rejestr Sądowy) under no. 0001189909, dated 21 August 2025 (hereinafter referred to as the "**Seller**").

These Regulations define the rules for the sale of Goods by the Seller to the Buyer. By placing an Order, the Buyer confirms that they possess full legal capacity to enter into binding contracts. If the Buyer is a natural person, they confirm they have the capacity to conclude the Sales Contract and, where required by applicable law, that they act with the consent of their legal representative. If the Buyer is a legal entity or organizational unit, the person placing the Order confirms that they are duly authorized to represent and incur obligations on behalf of such entity.

The Seller and the Buyer are hereinafter referred to as a "**Party**" and collectively as the "**Parties**".

For convenience in navigating through the Regulations, you may use the following table of contents:

1. CONCEPTS AND DEFINITIONS	2
2. GENERAL PROVISIONS	4
3. ELECTRONIC SERVICES	5
4. CONCLUSION OF THE CONTRACT	6
5. PRICE AND PAYMENT	9
6. PROMOTIONS	10
7. COST, DELIVERY METHODS AND TERMS OF DELIVERY OF THE GOODS	11
8. PRODUCT AVAILABILITY	12
9. TIME OF SALE. TRANSFER OF OWNERSHIP	13
10. TRANSFER OF RISK	13

11. THE RIGHT TO WITHDRAW FROM THE CONTRACT	14
12. LIABILITY FOR LACK OF CONFORMITY (COMPLAINTS)	16
13. COMMERCIAL WARRANTY	20
14. INTELLECTUAL PROPERTY	21
15. DURATION AND TERMINATION OF THE CONTRACT	22
16. REPRESENTATIONS AND ACKNOWLEDGES	23
17. LIABILITY. LIMITATION OF LIABILITY	24
18. FORCE MAJEURE	26
19. PERSONAL DATA PROTECTION	27
20. DISPUTE RESOLUTION AND APPLICABLE LEGISLATION	27
21. CHANGES TO THE REGULATIONS	28
22. EXTERNAL LINKS AND THIRD-PARTY RESOURCES	29
23. MISCELLANEOUS	29
24. CONTACT DETAILS	30
Appendix No. 1	30

1. CONCEPTS AND DEFINITIONS

Whenever the following capitalized terms are used, they shall be interpreted as follows, unless explicitly stated otherwise in the context of their use:

- 1.1. **"Business Day"** - any calendar day from Monday through Friday, excluding public holidays and non-working days declared as days off by applicable Polish law, including but not limited to national holidays, and bank holidays specific to Poland.
- 1.2. **"Buyer"** - a generic term referring to a Consumer, Professional Customer, or an Entrepreneur with Consumer Rights who concludes a Sales Contract with the Seller or uses the Electronic Services.
- 1.3. **"Civil Code"** - the Act of 23 April 1964 - Civil Code, as amended (Ustawa z dnia 23 kwietnia 1964 r. - Kodeks cywilny).
- 1.4. **"Consumer"** - a natural person, who performs a legal act with the Seller that is not directly related to their business or professional activity (pursuant to Article 22¹ of the Civil Code).
- 1.5. **"Consumer Rights Act"** - the Act of 30 May 2014 on Consumer Rights, as amended (Ustawa z dnia 30 maja 2014 r. o prawach konsumenta).
- 1.6. **"Contract"** or **"Sales Contract"** - a distance sales contract for the purchase of Goods, concluded between the Seller and the Buyer through the Online Store, conducted via remote means of communication without the simultaneous physical presence of the Parties.
- 1.7. **"Defect"** - any failure of Goods to conform to the Contract, including but not limited to: physical damage, mechanical or

functional malfunction, deviation from specified technical characteristics, missing components or accessories, non-compliance with safety standards, failure to meet representations made by the Seller, or unsuitability for the ordinary purpose for which such Goods are typically used.

- 1.8. **"Discount Code"** or **"Promotional Code"** – an alphanumeric sequence or voucher code issued by the Seller that, when entered in the Shopping Basket, entitles the Buyer to a reduction in price, free or discounted delivery, or other promotional benefits.
- 1.9. **"Electronic Service"** – a service provided electronically by the Seller to the User via the Online Store without the simultaneous presence of the Parties (e.g., the interactive Order form, Shopping Basket, contact form).
- 1.10. **"Entrepreneur with Consumer Rights"** – a natural person concluding a Contract directly related to their business activity, when the content of this Contract shows that it does not have a professional character for that person, arising in particular from the subject of their business activity (PKD) made available in the Central Register and Information on Economic Activity (CEIDG).
- 1.11. **"Goods"** – tangible movable items presented in the Online Store, in particular medical devices (within the meaning of Regulation (EU) 2017/745), which are the subject of the Sales Contract between the Buyer and the Seller.
- 1.12. **"Online Store"** – the electronic retail platform owned and operated by the Seller, accessible via the internet at the domains remedcare.pl and/or remedpl.com (or such other URL as the Seller may designate), through which Buyers may browse product listings, place Orders, pay for Goods. The Online Store includes all pages, features, functionalities, databases, and services made available by the Seller.
- 1.13. **"Order"** – the Buyer's declaration of intent submitted via the Online Store, constituting an offer to conclude a Sales Contract (pursuant to Article 66 of the Civil Code).
- 1.14. **"Personal Data"** – any information relating to an identified or identifiable natural person, processed by the Seller in accordance with Regulation (EU) 2016/679 (GDPR) and the [Privacy Policy](#).
- 1.15. **"Professional Customer"** – a natural person, legal person, or an organizational unit without legal personality but granted legal capacity by specific laws, acting within the scope of their business or professional activity, for whom the conclusion of the Sales Contract has a professional character (in particular, is directly related to the subject of their business activity).
- 1.16. **"Shopping Basket"** – the electronic interface or cart tool provided by the Online Store that allows the Buyer to:

select and accumulate one or more Goods for purchase, enter Promotional Codes or Discount Codes, review the itemized and total prices, and proceed to checkout.

- 1.17. **"Site Content"** - all materials published on the Online Store, including but not limited to texts, product descriptions, photos, graphics, logos, videos, software, interface design, and source code, which are the intellectual property of the Seller or its licensors and are protected by copyright laws.
- 1.18. **"User"** - a natural person, legal person, or an organizational unit without legal personality but granted legal capacity by specific laws, using the Electronic Service (in particular browsing the content of the Online Store or placing an Order).
- 1.19. **"User Content"** - any information, opinions, reviews, or materials voluntarily submitted or published by the User via the Online Store (e.g., questions in the contact form), excluding Personal Data.
- 1.20. Terms and definitions not explicitly defined in this Section shall be interpreted in accordance with the applicable laws of the Republic of Poland, and in the absence of such legal definitions, in accordance with their customary meaning in the context of the Online Store's operations.

2. GENERAL PROVISIONS

- 2.1. These Regulations define the rules for using the Online Store, in particular:
 - 2.1.1. technical conditions for using the Online Store;
 - 2.1.2. rules for placing Orders and concluding Sales Contracts for Goods;
 - 2.1.3. rules for providing Electronic Services;
 - 2.1.4. complaint procedures and rights to withdraw from the Contract.
- 2.2. The Regulations are addressed to all Buyers: Consumers, Entrepreneurs with Consumer Rights, and Professional Customers, unless a specific provision explicitly states that it applies only to a specific category of Buyers.
- 2.3. These Regulations are drawn up based on applicable Polish and EU law, in particular: Civil Code; Consumer Rights Act; Polish Act on Electronic Services (Ustawa z dnia 18 lipca 2002 r. o świadczeniu usług drogą elektroniczną); Polish Electronic Communications Law (Ustawa z dnia 12 lipca 2004 r. - Prawo komunikacji elektronicznej), Regulation (EU) 2017/745 of the European Parliament and of the Council of 5 April 2017 on medical devices (MDR) and the Polish Act of 7 April 2022 on Medical Devices (Ustawa z dnia 7 kwietnia 2022 r. o wyrobach medycznych) and other applicable laws.

- 2.4. These Regulations are available free of charge at any time on the Online Store's website in a way that allows them to be obtained, reproduced, and recorded. Additionally, the Seller shall provide the Buyer with the confirmation of the conclusion of the Sales Contract on a durable medium (via email), including the content of these Regulations, within a reasonable time after the conclusion of the Contract, but no later than at the time of delivery of the Goods.
- 2.5. The Seller conducts retail sales of Goods via the Internet, primarily within the territory of the Republic of Poland. All Goods offered in the Online Store are brand new, free from Defects, conform to the specifications of the Contract, and have been legally introduced into the market in the Republic of Poland.
- 2.6. The Seller explicitly informs that the Goods presented in the Online Store constitute medical devices within the meaning of applicable regulations. The Seller guarantees that the Goods comply with the essential requirements of European Union law (including the Medical Device Regulation), bear the required CE marking, and are duly authorized for marketing and use within the territory of Poland. The product descriptions contain information compliant with the instructions for use. However, the information provided on the Online Store's website does not replace professional medical advice.
- 2.7. If the Seller and the Professional Customer have signed a separate written sales or distribution contract, the provisions of that separate contract shall prevail over these Regulations in case of discrepancies. For Consumers and Entrepreneurs with Consumer Rights, these Regulations constitute the primary basis for the relationship, subject to mandatory provisions of law.
- 2.8. The terms of these Regulations are uniform for all Buyers (unless specific provisions apply to Professional Customers). The Regulations are valid for an indefinite period from the moment of their publication on the Online Store until they are amended or repealed.

3. ELECTRONIC SERVICES

- 3.1. The Seller provides the following Electronic Services to Users via the Online Store free of charge:
 - 3.1.1. A service enabling the User to place an Order, select Goods, choose delivery and payment methods, and calculate the total price;
 - 3.1.2. A service enabling the User to send messages and inquiries directly to the Seller;

- 3.1.3. A service enabling the viewing of text, graphic, and multimedia content (product descriptions, photos) available on the Online Store;
- 3.1.4. Any other services or tools made available by the Seller within the Online Store interface.
- 3.2. Every User is obliged to read and comply with the provisions of these Regulations from the moment they begin using the Electronic Services provided within the Online Store.
- 3.3. Contracts for the provision of Electronic Services are concluded for a definite period:
 - 3.3.1. Order Form: the contract is concluded at the moment the User begins to add Goods to the Shopping Basket and terminates upon the placement of the Order or the cessation of placing the Order by the User.
 - 3.3.2. Contact Form: the contract is concluded at the moment the User starts filling out the form and terminates immediately after the message involves sending or upon cessation of creating the message.
 - 3.3.3. Browsing and Other Services: the contract is concluded at the moment the User actually starts using the specific functionality and terminates immediately upon ceasing to use said functionality or leaving the Online Store.
- 3.4. The use of the Online Store requires that the end devices and the telecommunications system used by the User/Buyer meet the following minimum technical requirements:
 - 3.4.1. a functional computer station, laptop, smartphone, tablet, or other internet-enabled terminal device with a web browser capable of displaying HTML5 content;
 - 3.4.2. active, stable internet connection with minimum bandwidth of 512 kbps for browsing and ordering functionality;
 - 3.4.3. compatible web browser (Chrome, Firefox, Safari, Edge, or equivalent versions from the past 2 years);
 - 3.4.4. a web browser that supports JavaScript and cookies;
 - 3.4.5. display resolution: minimum 320 pixels width (for mobile) or 1024 pixels (for desktop).

4. CONCLUSION OF THE CONTRACT

- 4.1. The information about Goods provided on the Online Store's website, in particular their descriptions, technical parameters, and prices, constitutes an invitation to conclude a Contract within the meaning of Article 71 of the Civil Code, and not a binding offer by the Seller.
- 4.2. The Seller makes every effort to ensure that the descriptions, technical parameters, and prices presented on the Online Store are accurate and up-to-date. The Seller represents that all offered Goods:
 - 4.2.1. are brand new, genuine, and legally introduced to the Polish market;

- 4.2.2. comply with applicable standards for medical devices (in particular Regulation (EU) 2017/745), bear the required CE marking, and are accompanied by instructions for use and labeling in the Polish language;
- 4.2.3. are free from Defects.
- 4.3. The Seller reserves the right to:
 - 4.3.1. modify product prices, descriptions, and availability at any time (such changes take effect immediately upon publication on the Online Store);
 - 4.3.2. introduce new Goods to the offer and remove existing Goods;
 - 4.3.3. conduct, modify, and cancel promotional campaigns (sales);
 - 4.3.4. limit the quantity of Goods that can be purchased in a single Order (e.g., to retail quantities typical for Consumer use).
- 4.4. Any changes to prices, product availability, or descriptions do not apply to Orders that were effectively placed by the Buyer before the entry into force of such changes. The price valid at the moment the Buyer clicks the "Order" button (or equivalent) is binding for both Parties.
- 4.5. The Seller allows the Buyer to place an Order through the Online Store (as a User, without registering an account) in the following manner:
 - 4.5.1. Selection: the Buyer adds the selected Goods to the Shopping Basket by clicking the appropriate button.
 - 4.5.2. Shopping Basket Review: the Buyer proceeds to the Shopping Basket view, where they can verify the list of Goods, change quantities, or remove items.
 - 4.5.3. Order Form: the Buyer fills in the interactive Order form with the data necessary to conclude the Contract and deliver the Goods, including, full name, delivery address (street, house number, apartment number, postal code, city, country), email address, and contact telephone number.
 - 4.5.4. Delivery & Payment: the Buyer selects the method of delivery and the method of payment from the available options.
 - 4.5.5. Verification: before finalizing the Order, the total price (gross price) including taxes and delivery costs is displayed to the Buyer. The Buyer has the opportunity to check and correct any errors in the data provided.
 - 4.5.6. Finalization: to send the Order, the Buyer must accept these Regulations and the [Privacy Policy](#) by checking the appropriate checkboxes.
- 4.6. By activating the functionality to finalize the Order (by clicking the dedicated button indicating the confirmation of the purchase), the Buyer submits a binding offer to the Seller to buy the Goods specified in the Order under the terms of these Regulations.
- 4.7. If the Buyer intends to purchase the Goods as a Professional Customer for business or professional purposes, they are

obliged to declare this status at the moment of placing the Order.

4.8. For each individual Order, the version of the Regulations effective at the moment of placing the Order (finalizing the transaction in the Shopping Basket) shall apply. Any subsequent amendments to the Regulations do not affect Orders placed before such amendments entered into force.

4.9. The Sales Contract is concluded at the moment of:

4.9.1. Confirmation of the Order acceptance by the Seller, sent to the Buyer via email and/or to the phone number; OR

4.9.2. Receipt of the confirmation of successful payment by the Buyer (in case of immediate electronic payments).

4.10. The lack of a handwritten signature does not affect the validity of the Contract, as it is concluded in documentary form via electronic means, in accordance with the Civil Code.

4.11. Acceptance of the Regulations is voluntary, but is required for the purpose of placing the Order by the Buyer. Buyers may access the Regulations at any time via the link on the main page of the Online Store and download and/or print it on their own.

4.12. If, after placing the Order, it turns out that the ordered Goods are unavailable (e.g., due to a sudden stock shortage or discontinuation by the manufacturer), the Seller shall immediately inform the Buyer. In such a case:

4.12.1. The Buyer may decide to cancel the entire Order;

4.12.2. The Buyer may decide to fulfill the Order partially (for available Goods);

4.12.3. If the Buyer has already made a payment, the Seller shall refund the entire amount (or the relevant part) immediately, but no later than within 14 (fourteen) calendar days.

4.13. The Online Store does not sell Goods to persons under the age of 18, unless such person has acquired full legal capacity in accordance with the legislation of their place of residence. By placing an Order, the Buyer declares that they are at least 18 years of age or have acquired full legal capacity under applicable law. The Seller reserves the right to verify the Buyer's age or legal status and refuse to fulfill the Order if these criteria are not met.

4.14. The Buyer declares that prior to placing the Order, they were provided with clear and understandable information regarding:

4.14.1. The main characteristics of the Goods (including their medical purpose);

4.14.2. The Seller's identity and contact details;

4.14.3. The total price including taxes and delivery costs;

4.14.4. The right to withdraw from the Contract (for Consumers and Entrepreneurs with Consumer Rights);

- 4.14.5. The functionality of digital content and technical protection measures (if applicable).
- 4.15. At any stage of placing an Order, the Buyer may cancel an Order by interrupting the process and leaving the Online Store. An Order whose placement has not been completed will not be processed and will not give rise to any obligations for the Seller and Buyer.
- 4.16. Connection to the Online Store via the Internet and the use of means of distance communication (e.g., sending emails, calling the Seller's standard phone number) do not involve any additional costs charged by the Seller. The Buyer bears only the costs of connection according to the tariff of their telecommunications operator.
- 4.17. Since the Online Store operates without account registration, the Seller shall inform the Buyer about the progress of the Order via email messages sent to the address provided in the Order form. The Buyer may also verify the current status of the Order by using the email address or telephone number provided during the Order placement (e.g., via the dedicated "Check Order Status" functionality on the Online Store or by contacting customer service).
- 4.18. The Buyer has the right to cancel or modify the placed Order until the moment the Goods are handed over to the carrier (i.e., until the shipping status changes to "Shipped" or the Buyer receives a shipment notification). To exercise this right, the Buyer must immediately contact the Seller via email or telephone provided in the contact details. If the Order is effectively canceled before shipment, the Seller shall refund all payments received from the Buyer without delay. Once the Goods have been dispatched, modification or cancellation via this procedure is no longer possible, and the Buyer must exercise the statutory right of withdrawal (return procedure) described in the Regulations.
- 4.19. The Seller reserves the right to contact the Buyer for clarification purposes (regarding the delivery method, or contact details). In the event that contact cannot be established within 24 hours, or if discrepancies or indicators of fraud risk are detected, the Seller shall be entitled to reject or cancel the Order and refund the funds (if paid online) in accordance with the procedure set forth in Section 11 of these Regulations.
- 4.20. The Seller reserves the right to establish limits on the quantity of units within an Order and/or the quantity of Orders per Buyer, as well as to require additional verification (confirmation of phone number/e-mail, payment) and to refuse service in the event of reasonable suspicion regarding abuse or violations of this Regulations or applicable legislation.

5. PRICE AND PAYMENT

- 5.1. The prices of Goods displayed on the Online Store are gross prices expressed in Polish Zloty (PLN). They include all applicable taxes, including Value Added Tax (VAT) at the rates applicable on the day of the Order.
- 5.2. The price of the Goods does not include delivery costs. Delivery costs are calculated separately depending on the delivery method selected by the Buyer and are clearly displayed in the Order form before the Order is finalized.
- 5.3. The total price (Goods + delivery) displayed in the summary at the moment the Buyer clicks the Order button is the final and binding price. It will not change regardless of subsequent price fluctuations in the Online Store.
- 5.4. The Seller enables the Buyer to pay for the Order using online card payment (Visa, Mastercard) processed via an external authorized payment gateway, or via the PayPal payment system, allowing the Buyer to choose the preferred method during the checkout process.
- 5.5. Upon selection of the payment method, the Buyer is automatically redirected to the secure transaction system of the specific external provider (payment operator or PayPal) to finalize the transaction. The Seller explicitly informs that it does not collect, store, or process the Buyer's payment card data or PayPal login credentials, as this data is processed exclusively by the external operator acting as an independent data controller. The Order is considered accepted for processing only at the moment the Seller receives electronic confirmation of the successful payment from the operator; consequently, if the payment process is not successfully completed within a reasonable time from the initiation of the transaction, the Online Store's system serves the right to automatically cancel the Order without creating any obligations for the Seller.
- 5.6. The Seller reserves the right to change the price of existing Goods in the Online Store, to release new Goods, to launch and cancel promotions in the Online Store or to modify them, in accordance with the provisions of the Civil Code and other applicable laws of the Republic of Poland.

6. PROMOTIONS

- 6.1. The Seller may periodically conduct marketing campaigns (promotions) offering discounts on specific Goods or covering the entire assortment. The specific rules for a given promotion (duration, amount of discount, eligible products) are always available in the description of the specific promotion on the Online Store website or in dedicated regulations.

- 6.2. In every case where the Seller announces a reduction in the price of Goods, the Seller is legally obliged to display next to the promotional price the lowest price of those Goods that applied during the period of 30 (thirty) calendar days prior to the introduction of the reduction.
- 6.3. The Seller may issue Promotional Codes to Buyers as part of marketing campaigns or individual arrangements. To use a Promotional Code, the Buyer must enter the alphanumeric string in the dedicated field in the Order form before finalizing the Order. Discount Codes are valid only for the period specified by the Seller, may be limited to specific categories of Goods, cannot be exchanged for cash or refunded, and cannot be applied to an Order after it has been effectively placed unless explicitly stated otherwise.
- 6.4. Promotions and Discount Codes do not apply cumulatively (do not stack), unless the specific rules of a given promotion explicitly state otherwise; typically, a Discount Code cannot be used for Goods that are already subject to a price reduction.
- 6.5. Promotional offers may be limited to a specific number of Goods or a specific duration. Orders containing promotional Goods are processed in the order in which they are received until the stock of discounted products is exhausted or until the promotion end date indicated by the Seller.
- 6.6. The Seller reserves the right to terminate a promotion early or extend it, provided that such a change does not affect the rights acquired by Buyers who placed Orders before the change was made.

7. COST, DELIVERY METHODS AND TERMS OF DELIVERY OF THE GOODS

- 7.1. Delivery of Goods ordered in the Online Store is carried out exclusively within the territory of the Republic of Poland. The Seller does not offer shipping abroad.
- 7.2. The Seller offers the following methods of delivery:
 - 7.2.1. Courier Delivery (Address Delivery): delivered directly to the address indicated by the Buyer (via carriers such as InPost, Poczta Polska, DPD, DHL, or UPS).
 - 7.2.2. Parcel Lockers: if technically available for specific Goods, the Seller may offer delivery to automated parcel lockers (e.g., InPost Paczkomat).
- 7.3. The costs of delivering the Goods are borne by the Buyer, regardless of the Order value, unless a specific promotion explicitly states otherwise. The exact cost of delivery depends on the selected carrier and the weight or dimensions of the parcel and is automatically calculated and clearly displayed to the Buyer in the Order form before the Order is finalized.

- 7.4. The Seller undertakes to hand over the Goods to the carrier within 1 (one) to 3 (three) Business Days from the moment the Sales Contract is concluded. This timeline applies if (i) payment has been received (for prepayment methods); (ii) Goods are in stock; (iii) no technical issues or verification delays occur. If processing takes longer than 3 (three) Business Days, the Seller shall notify the Buyer of (i) reason for delay; (ii) new estimated handover date; (iii) option to cancel the Order and receive refund.
- 7.5. The expected delivery time (transit time) depends on the carrier selected by the Buyer and is presented in the Order form at the stage of placing the Order. In any case, pursuant to Article 543¹ of the Civil Code, the Seller guarantees to deliver the Goods to the Buyer without undue delay, but not later than within 30 (thirty) days from the conclusion of the Contract.
- 7.6. If the delivery cannot be completed due to the Buyer's fault (e.g., wrong address provided or absence of the recipient despite notifications), and the parcel is returned to the Seller, the Seller reserves the right to charge the Professional Customer for the costs of return shipping; in the case of Consumers, the Seller will contact the Buyer to arrange re-delivery or a refund of the Goods' price less return costs where applicable by law.

8. PRODUCT AVAILABILITY

- 8.1. Information regarding the availability of Goods presented on the Online Store is updated periodically but implies the status at the time of the last system update and constitutes an invitation to treat, not a binding offer. Consequently, the Seller cannot guarantee that the Goods added to the Shopping Basket will remain available at the moment the Buyer finalizes the Order, particularly in cases of simultaneous Orders by multiple Buyers or delays in inventory synchronization.
- 8.2. If, after the Buyer places an Order but before the Seller sends the binding Order acceptance (conclusion of the Contract), it turns out that the ordered Goods are unavailable (temporarily or permanently), the Seller shall immediately inform the Buyer of this fact via email or telephone. In such a situation, the Seller may propose:
- 8.2.1. waiting for the Goods to be restocked (indicating the estimated time);
- 8.2.2. purchasing other Goods of similar characteristics and price (substitute Goods);
- 8.2.3. canceling the Order in whole or in part.
- 8.3. If the Buyer does not agree to extend the waiting time or accept substitute Goods, or if the realization of the Order

is objectively impossible, the Order (or the relevant part thereof) shall be canceled. In this case, if the Buyer has already made a payment, the Seller shall refund the entire amount paid (including delivery costs) immediately, but no later than within 14 (fourteen) days from the date of cancellation. The refund is made using the same payment method used by the Buyer, unless the Buyer explicitly agrees to a different method that does not incur additional costs for them.

9. TIME OF SALE. TRANSFER OF OWNERSHIP

- 9.1. The Seller reiterates that product information, photos, and prices presented on the Online Store constitute an invitation to treat (invitation to conclude a Contract) within the meaning of Article 71 of the Civil Code, and not a binding offer.
- 9.2. As stipulated in Section 4 of these Regulations, the Sales Contract is deemed concluded at the moment the Buyer receives the Order acceptance confirmation from the Seller or at the moment the payment is successfully processed (in case of immediate online payments).
- 9.3. Pursuant to Article 589 of the Civil Code, the Seller reserves the right of ownership of the Goods until the full price (including the cost of Goods and delivery charges) has been paid by the Buyer.
 - 9.3.1. Until full payment is made, the Goods remain the property of the Seller, even if they have already been delivered to the Buyer.
 - 9.3.2. In the event of non-payment by the Buyer, the Seller has the right to demand the immediate return of the Goods.

10. TRANSFER OF RISK

- 10.1. In contracts with Consumers (and Entrepreneurs with Consumer Rights), the risk of accidental loss of or damage to the Goods passes to the Buyer at the moment the Buyer (or a third party designated by them, other than the carrier) takes physical possession of the Goods.
- 10.2. If the Consumer arranges their own transport using a carrier that was not offered by the Seller, the risk passes to the Consumer at the moment the Seller hands over the Goods to that carrier.
- 10.3. In contracts with Professional Customers, the risk of accidental loss or damage passes to the Buyer at the moment the Seller hands over the Goods to the carrier. From that moment, the Seller is not liable for any loss, loss of items, or damage arising during transport; any claims must be directed by the Professional Buyer directly to the carrier.

- 10.4. Inspection of Goods.
- 10.4.1. For Professional Customers: the Buyer is obliged to inspect the parcel immediately upon delivery. Failure to inspect the parcel in the presence of the courier and failure to draw up a damage report results in the forfeiture of claims against the Seller for mechanical damage occurred during transport.
- 10.4.2. For Consumers: the Seller strongly recommends checking the condition of the parcel in the presence of the courier. If the Goods arrive with visible damage (e.g., crushed box, broken tape), the Consumer should request the courier to draw up a damage report. Although the lack of such a report does not automatically deprive the Consumer of the right to complain (statutory warranty), it may significantly complicate the process of proving that the damage occurred during transport and not after delivery.

11. THE RIGHT TO WITHDRAW FROM THE CONTRACT

- 11.1. Pursuant to Article 27 of the Consumer Rights Act, a Buyer who is a Consumer (or an Entrepreneur with Consumer Rights) has the right to withdraw from a distance contract within 14 (fourteen) calendar days without giving any reason and without incurring costs, except for the costs specified in clauses 11.7 - 11.9 below.
- 11.2. The period for withdrawal expires after 14 (fourteen) calendar days from the day on which the Buyer acquires physical possession of the Goods (or on which a third party other than the carrier and indicated by the Buyer acquires physical possession of the Goods). In the case of a Contract relating to multiple Goods ordered in one Order and delivered separately, the period runs from the day on which the Buyer acquires possession of the last lot or piece.
- 11.3. To exercise the right of withdrawal, the Buyer must inform the Seller of their decision to withdraw from this Contract by an unequivocal statement. The Buyer may use:
- 11.3.1. the Model Withdrawal Form, which is available for download as an Appendix No. 1 to these Regulations;
- 11.3.2. a scanned statement sent via email to: **remedpl@remed.care**;
- 11.3.3. a written statement sent by post to the Seller's address: **Ul. Władysława ŁOKIETKA, 5, Toruń, 87-100, Toruń, Polska.**
- 11.4. To meet the withdrawal deadline, it is sufficient for the Buyer to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.
- 11.5. To facilitate the identification of the transaction and expedite the refund process, the Buyer is requested to provide the Order number or proof of purchase (e.g., receipt, or payment confirmation) when submitting the withdrawal statement or returning the Goods.

11.6. Upon receiving the Buyer's statement of withdrawal via email or the online form, the Seller shall immediately communicate to the Buyer an acknowledgement of receipt of such withdrawal (e.g., by e-mail).

11.7. Effects of Withdrawal (Refunds).

11.7.1. If the Buyer withdraws from this Contract, the Seller shall reimburse to the Buyer all payments received from them, including the costs of delivery (with the exception of the supplementary costs resulting from the Buyer's choice of a type of delivery other than the least expensive type of standard delivery offered by the Seller). The reimbursement is made without undue delay and in any event not later than 14 (fourteen) calendar days from the day on which the Seller is informed about the decision to withdraw.

11.7.2. The Seller will carry out such reimbursement using the same means of payment as the Buyer used for the initial transaction, unless the Buyer has expressly agreed otherwise; in any event, the Buyer will not incur any fees as a result of such reimbursement.

11.7.3. The Seller may withhold reimbursement until it has received the Goods back or until the Buyer has supplied evidence of having sent back the Goods, whichever is the earliest.

11.8. The Buyer shall send back the Goods or hand them over to the Seller immediately and in any event not later than 14 (fourteen) days from the day on which they communicated the withdrawal from this Contract. The deadline is met if the Buyer sends back the Goods before the period of 14 (fourteen) calendar days has expired. The Goods should be returned to the following address: Ul. Władysława ŁOKIETKA, 5, Toruń, 87-100, Toruń, Polska. The Buyer will have to bear the direct cost of returning the Goods (shipping cost to the Seller's warehouse). The Seller does not accept parcels sent "Cash on Delivery".

11.9. The Buyer is 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. The Buyer has the right to unpack and check the Goods (e.g., turn on the device to see if the display works). However, if the Buyer uses the Goods extensively, and then returns it, the Seller has the right to deduct an amount proportional to the loss of value (which can be up to 100% in case of medical goods rendered unsalable).

11.10. Pursuant to Article 38 of the Consumer Rights Act, the right of withdrawal does not apply to contracts:

11.10.1. Sealed Goods (Health & Hygiene), in which the object of the service 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 packaging was opened after delivery. This exception applies strictly to sterile medical devices, personal care products, electrodes, catheters, nebulizer masks, nasal aspirators, etc. Once the seal is broken, returns are not accepted.

- 11.11. As a result of exercising the right of withdrawal and after receiving the Goods by the Seller, the Contract is legally terminated. In addition, any other contractual relations, depending on the circumstances, which are ancillary to the Contract, are terminated.

12. LIABILITY FOR LACK OF CONFORMITY (COMPLAINTS)

12.1. General Provisions for Consumers and Entrepreneurs with Consumer Rights.

- 12.1.1. The provisions of this Section 12.1 apply to the Consumer and to the Entrepreneur with Consumer Rights (a natural person concluding a contract directly related to their business activity, when the contract is not of a professional nature for that person).
- 12.1.2. The Seller is obliged to deliver Goods that are in conformity with the Contract. The rules regarding liability for the lack of conformity of Goods with the Contract are governed by the Consumer Rights Act.
- 12.1.3. The Seller warrants to the Consumer that the Goods are free from Defects upon delivery. In particular, the Seller warrants that, upon delivery, the Goods:
- have the properties to which the Parties have agreed, and, if there is no such agreement, the properties which the Seller or manufacturer has declared or which the Buyer expects with regard to the type of Goods in question,
 - are suitable for the purposes communicated by the Seller or the purposes for which the type of Goods in question is usually used,
 - correspond in quality or design to the corresponding model or sample, if the sample or model was the basis for the decision on the quality of the Goods,
 - are in the appropriate quantity, size and weight, and
 - comply with the applicable regulations.
- 12.1.4. All information on the Online Store is provided in good faith. The images published on the Online Store are true to life, but sometimes the color shades of the Goods may differ slightly due to the photo process or the Consumer's monitor settings, or there may be slight differences in the design / graphics of the Goods due to the fact that some images come from manufacturers / suppliers. There may also be technical or content errors, related to technical specifications, prices, stocks, or availability of Goods, which may occur

for example when ordering between the Seller's working hours, etc. The Seller makes every effort to ensure the accuracy of the information on the Online Store, which is why, to ensure the certainty of the information, all Orders will go through a prior confirmation process before being delivered to the Consumer.

12.1.5. The Goods are in conformity with the Contract if, in particular: a) their description, type, quantity, quality, completeness, and functionality remain in conformity with the Contract; b) they are suitable for the specific purpose for which the Consumer needs them, which the Consumer notified the Seller of at the latest at the time of the conclusion of the Contract and which the Seller accepted; c) they are suitable for the purposes for which goods of this type are usually used; d) they are of the quality and quantity usually expected for goods of this type, taking into account the nature of the goods and public assurances made by the Seller or the manufacturer, unless the Seller demonstrates that they did not know of such assurances or that such assurances could not have influenced the Consumer's decision.

12.2. **Exclusion of Conformity.** The Seller shall not be liable for a lack of conformity of the Goods if, at the time of the conclusion of the Contract, the Consumer was explicitly informed that a particular characteristic of the Goods deviated from the conformity requirements and the Consumer explicitly and separately accepted this lack of conformity.

12.3. **Complaint Procedure (How to File).**

12.3.1. If the Goods are not in conformity with the Contract, the Consumer has the right to file a complaint. Complaints can be submitted:

- in writing to the address: Ul. Władysława ŁOKIETKA, 5, Toruń, 87-100, Toruń, Polska;
- by e-mail to: remedpl@remed.care.

12.3.2. To facilitate the complaint process, the Consumer is recommended to include:

- identification data (name, Order number);
- a description of the Defect and the date when it was noticed;
- documentation of the Defect (photos or video);
- the preferred remedy (repair, replacement, price reduction, or withdrawal).

12.3.3. The Seller may request the Consumer to provide proof of purchase to verify that the Goods were purchased from the Seller.

12.3.4. The Consumer is obliged to make the Goods subject to repair or replacement available to the Seller. The Seller shall collect the Goods from the Consumer at the Seller's cost.

12.4. **Seller's Response Time.** The Seller shall respond to the complaint within 14 (fourteen) calendar days from the date of its receipt. If the Seller does not respond within this period, it is deemed that the Seller has accepted the complaint and the Consumer's demand.

12.5. **Rights of the Consumer.**

12.5.1. If the Goods are not in conformity with the Contract, the Consumer may demand that the Goods be brought into conformity either by repair or replacement. The Seller may exchange the replacement chosen by the Consumer for a repair, or vice versa, if bringing the Goods into conformity in the manner chosen by the Consumer is impossible or would require excessive costs for the Seller compared to the alternative method. If repair and replacement are both impossible or would require excessive costs, the Seller may refuse to bring the Goods into conformity. When assessing the excessiveness of costs, the Seller shall consider all circumstances of the case, including the significance of the lack of conformity, the value of the Goods if they were in conformity, and the inconvenience to the Consumer resulting from a change in the mode of remedy.

12.5.2. The Seller shall perform the repair or replacement within a reasonable time from the moment the Seller has been informed by the Consumer of the lack of conformity, and without significant inconvenience to the Consumer, taking into account the nature of the Goods and the purpose for which the Consumer required the Goods. The costs of repair or replacement, including in particular the costs of postage, carriage, labour, and materials, shall be borne entirely by the Seller. The Consumer is obliged to make the Goods subject to repair or replacement available to the Seller.

12.5.3. The Consumer may submit a declaration of price reduction or withdrawal from the Contract only if one of the following circumstances applies: a) the Seller has refused to bring the Goods into conformity because repair and replacement were impossible or would have incurred excessive costs; b) the Seller has failed to bring the Goods into conformity within a reasonable time or failed to do so without significant inconvenience to the Consumer; c) the lack of conformity continues to exist despite the Seller having attempted to bring the Goods into conformity; d) the lack of conformity is of such a serious nature that it justifies an immediate price reduction or withdrawal from the Contract without first demanding repair or replacement; e) it is evident from the Seller's statement or the circumstances that the Seller will not bring the Goods into conformity within a reasonable time or without excessive inconvenience for the Consumer.

12.5.4. The reduced price must remain in such proportion to the price resulting from the Contract as the value of the non-conforming Goods bears to the value of the Goods without such non-conformity. The Consumer may not withdraw from the Contract if the lack of conformity is immaterial (minor). Examples of immaterial non-conformity include, but are not limited to: (i) superficial cosmetic Defects (e.g., minor scratches, stains on the casing) that do not affect the device's operation or readings; (ii) slight variations in color or texture compared to the visual representation in the online store; (iii) damage to the outer packaging that does not compromise the sterility, hygiene, or integrity of the Goods inside. Strictly with respect to the right of withdrawal, it is presumed that the lack of conformity is material unless proven otherwise by the Seller. In the event of withdrawal, the Consumer shall immediately return the Goods to the Seller at the Seller's expense, and the Seller shall refund the price immediately upon receipt of the Goods or proof of their return.

12.6. Restrictions on Withdrawal.

12.6.1. The Consumer cannot withdraw from the Contract if the lack of conformity is immaterial (minor).

12.6.2. If the lack of conformity pertains only to some of the Goods delivered under the Contract, the Consumer may withdraw from the Contract only in relation to those specific Goods, unless the Consumer has a legitimate interest in rejecting all Goods.

12.7. Refund Process upon Complaint.

12.7.1. In the event of a price reduction, the Seller shall return the amounts due immediately, but no later than 14 (fourteen) calendar days from receiving the declaration.

12.7.2. In the event of withdrawal, the Consumer shall return the Goods to the Seller immediately. The Seller shall refund the price immediately upon receipt of the Goods or proof of their return.

12.8. **Improper Installation.** Any lack of conformity resulting from the incorrect installation of the Goods shall be deemed strictly equivalent to a lack of conformity of the Goods if: a) the installation formed part of the Contract and was carried out by the Seller or under the Seller's responsibility; b) the installation was carried out by the Consumer, but the incorrect installation was due to shortcomings in the installation instructions provided by the Seller.

12.9. **Liability Period.** The Seller is liable for the lack of conformity of the Goods existing at the time of delivery and revealed within 2 (two) years from that time.

12.10. **Complaints for Professional Customers.**

- 12.10.1. This section applies strictly to Buyers who are not Consumers and are not Entrepreneurs with Consumer Rights.
- 12.10.2. Pursuant to Article 558 of the Civil Code, the Seller's liability under the statutory warranty for Defects is excluded.
- 12.10.3. Any complaints from Professional Customers are considered at the sole discretion of the Seller or based on a separate commercial warranty agreement (if explicitly granted in writing).
- 12.10.4. The Seller is not liable for lost profits or indirect damages incurred by the Professional Customer.

13. COMMERCIAL WARRANTY

- 13.1. The warranty period is the timeframe during which the manufacturer or an authorized service center undertakes to remedy manufacturing Defects in the Goods free of charge or, if repair is impossible or economically unreasonable, to replace the Goods. The duration of the warranty for each model of the Goods is specified in its description/specifications on the Online Store and/or in the warranty card or manufacturer's manual provided with the Goods.
- 13.2. The commercial warranty covers manufacturing Defects only. It does not cover, in particular:
 - 13.2.1. Mechanical damage, signs of impact/drops, cracked screens or cases, contact with liquids (unless the device is IP-rated and used within limits), and corrosion;
 - 13.2.2. Consequences of violating the rules of operation, storage, or transport, as well as incorrect connection or setup (including non-compliance with the manual);
 - 13.2.3. Unauthorized intervention, repair, or modifications performed by third parties not authorized by the Seller/manufacturer, as well as the use of non-original or incompatible accessories/chargers;
 - 13.2.4. Consumables and disposable accessories (e.g., nozzles, filters, test strips, mouthpieces, electrodes, etc.) as well as normal wear and tear of the Goods;
 - 13.2.5. Batteries and accumulators regarding the natural loss of capacity (degradation) that occurs during normal operation;
 - 13.2.6. Damage caused by force majeure, voltage surges, or tampering with/removal of security seals or serial numbers;
 - 13.2.7. Loss or corruption of user data, software settings, or accounts.
- 13.3. Warranty services are performed by the manufacturer's authorized service centers. In the absence of a specific service center in the Buyer's region, the Seller coordinates the claim through its support channel.

- 13.4. To submit a warranty claim, please contact us via email at remedpl@remed.care providing the following details:
- Order number;
 - full name and contact details;
 - name/model of the Goods;
 - serial number (if applicable);
 - description of the Defect;
 - photos or video evidence of the issue.
- 13.5. Upon review of the request, the Seller will provide instructions regarding the shipping address or referral to an authorized service center. Diagnostics are free of charge if a manufacturing Defect is confirmed. However, if the Defect is not confirmed or is found to result from a violation of usage rules (e.g., water damage, impact), the cost of diagnostics and logistics may be charged to the Buyer. Based on the expert assessment, the final solution may involve repair, replacement, or a refund.
- 13.6. When sending the Goods for service, the Buyer is required to use the original packaging or other secure packaging that ensures safety during transport. The risk of accidental damage or loss during shipping lies with the sender until the package is physically accepted by the service center.
- 13.7. If a Defect or non-conformity is detected upon receipt or within 14 (fourteen) calendar days from the date of receipt, the procedure set forth in Section 11 applies. After the expiry of 14 (fourteen) calendar days, claims are processed under the warranty terms defined in this Section 13. This commercial warranty does not exclude, limit, or suspend the Buyer's rights arising from the statutory warranty laws regarding the non-conformity of Goods sold.

14. INTELLECTUAL PROPERTY

- 14.1. The Seller (or its licensors) holds all proprietary intellectual property rights to the Online Store and all Site Content. The Site Content is protected by copyright laws, trademark laws, and other intellectual property rights. Nothing in these Regulations constitutes a transfer of any intellectual property rights from the Seller to the User or any third party. The use of the Online Store does not grant the User any rights, titles, or interests in the Site Content, except for the limited license explicitly granted below.
- 14.2. By accepting these Regulations, the User is granted a limited, non-exclusive, revocable, and non-transferable license to access and use the Online Store solely for personal, non-commercial purposes (e.g., browsing product listings, placing Orders) strictly within the framework of the provided functionality.

- 14.3. Access to Site Content is provided solely in the form of viewing via a web browser or designated interface. The User is strictly prohibited from:
 - 14.3.1. Reproducing, distributing, publicly displaying, modifying, or creating derivative works based on the Site Content without the Seller's prior written consent;
 - 14.3.2. Copying, downloading, or saving Site Content to the User's device memory (except for temporary caching required for the correct display of the Online Store or documents expressly provided for download, such as manuals or withdrawal forms);
 - 14.3.3. Performing decompilation, reverse engineering, disassembly, or attempting to derive the source code of the Online Store;
 - 14.3.4. Circumventing technical protection measures or using any automated means (data mining, robots, scraping) to access or extract data from the Online Store;
 - 14.3.5. Using the Online Store or Site Content for any commercial purpose not expressly permitted by the Regulations.
- 14.4. All trade names, product names, company names, and logos appearing on the Online Store website belong to their respective owners and are used solely for identification and descriptive purposes. These designations may be registered trademarks protected by law. All materials, descriptions, and photographs presented on the Online Store are provided for informational purposes to present the Goods. While the Seller makes every effort to ensure they reflect the actual state of the Goods, strictly technical differences (e.g., color shades due to screen settings) may occur. In case of doubt, the written product description prevails.
- 14.5. By voluntarily submitting User Content via the Online Store, the User grants the Seller a non-exclusive, royalty-free, perpetual, worldwide, and transferable license to use, display, reproduce, modify, translate, and distribute such User Content in connection with the operation, promotion, and marketing of the Online Store. The User declares that the submitted User Content does not violate the rights of third parties or applicable laws. The Seller reserves the right to remove or edit any User Content at its sole discretion without prior notice.
- 14.6. Any use of the Online Store or Site Content not provided for by these Regulations constitutes a material breach and may serve as grounds for terminating the User's access to the Online Store and holding the infringer liable under applicable legislation.

15. DURATION AND TERMINATION OF THE CONTRACT

- 15.1. The Contract is concluded for the period necessary for its performance. The Contract is deemed fully executed (performed) at the moment when the Goods have been delivered

to the Buyer and the full price has been paid to the Seller. Upon full execution, the core obligations of the Parties cease, without prejudice to any surviving obligations related to warranties (statutory liability for Defects), commercial guarantees, or data retention as required by law.

15.2. The Buyer who is a Consumer (or an Entrepreneur with Consumer Rights) has the right to terminate the Sales Contract without cause by exercising the right of withdrawal, in accordance with the provisions set forth in Section 11 of these Regulations. In such a case, the Contract is considered void from the beginning, and the Parties are required to return what they have rendered to each other.

15.3. Pursuant to Article 543¹ of the Civil Code, if the Seller fails to deliver the Goods within the agreed time (or within 30 days if no time was agreed), the Consumer may summon the Seller to complete the delivery within an additional reasonable period. If the Seller fails to deliver the Goods within this additional period, the Consumer has the right to terminate the Contract immediately.

15.4. The Seller reserves the right to terminate the Sales Contract (withdraw from the Contract) in the following situations:

15.4.1. If the Buyer fails to pay the price within the specified timeframe, the Seller may set an additional deadline and, upon its expiry, terminate the Contract;

15.4.2. If the Buyer unjustifiably refuses to accept the delivery of the Goods, the Seller may terminate the Contract after setting an additional reasonable deadline for acceptance;

15.4.3. If the Buyer provides false data preventing the execution of the Order or attempts to use the Online Store for fraudulent purposes.

15.5. Upon termination of the Contract:

15.5.1. The Seller shall refund any payments made by the Buyer (if applicable) in accordance with the refund procedures described in these Regulations;

15.5.2. The Buyer's license to use the Site Content terminates immediately;

15.5.3. The termination does not release the Buyer from liability for any breaches of intellectual property rights or payment obligations incurred prior to the termination.

16. REPRESENTATIONS AND ACKNOWLEDGES

16.1. The Buyer acknowledges that, prior to the conclusion of the Contract, they have been informed that their Personal Data will be processed by the Seller primarily for the purpose of fulfilling the Contract (processing Orders, delivery, accounting). The Buyer confirms that they have read the

Privacy Policy, understands its content, and acknowledges their rights.

16.2. The Buyer declares that, prior to placing the Order and concluding the Contract, they have thoroughly read these Regulations. By placing an Order, the Buyer explicitly confirms that they understand and accept the rights and obligations set forth herein, including the Seller's rights regarding Order verification, delivery terms, and liability limitations as defined in the respective sections of these Regulations.

16.3. The Buyer expressly acknowledges the specific nature of the Goods. The Goods, as well as any data, readings, graphs, or analysis provided by the Goods or related software, are intended solely for informational and monitoring purposes. They do not constitute a medical diagnosis, professional medical advice, or a recommendation for treatment. The use of the Goods cannot replace regular medical examinations and consultations with a qualified healthcare professional.

16.3.1. The Buyer acknowledges that they should never disregard professional medical advice or delay in seeking it because of something they have read on the device's screen or in the accompanying app. The Buyer agrees not to change their medication, dosage, or treatment plan based solely on the readings from the Goods without prior consultation with a doctor.

16.3.2. While the Goods are manufactured to high standards of accuracy, the Buyer understands that readings can be affected by external factors (e.g., body movement, improper placement of electrodes/cuffs, environmental interference). The Seller is not liable for any anxiety or health actions taken by the Buyer resulting from a misinterpretation of false-positive or false-negative readings.

16.3.3. If the Goods involve data transmission, the Buyer acknowledges that the transmission depends on third-party networks (internet, cellular data) and may be subject to delays or failures.

17. LIABILITY. LIMITATION OF LIABILITY

17.1. Nothing in this Section limits, excludes, or modifies the Buyer's rights acting as a Consumer (or an Entrepreneur with Consumer Rights) granted by mandatory provisions of applicable law (including the Consumer Rights Act and the Civil Code), nor does it limit rights under the commercial warranty (Section 13) or the right to withdrawal (Section 11), or the statutory warranty for Defects (Section 12). In the event of any conflict between this Section and mandatory consumer protection laws, the latter shall prevail.

- 17.2. To the maximum extent permitted by applicable law, the Seller provides access to the Online Store and its functionalities on an "as is" and "as available" basis, without any warranties of any kind, express or implied. The Seller does not warrant that the Online Store will meet the User's expectations, be compatible with the User's specific device/browser, or be available uninterruptedly, securely, or error-free.
- 17.3. The Seller shall not be held liable for damages or Defects resulting from: (i) use of the Goods contrary to their intended purpose, technical specifications, or the instructions provided in the user manual (including improper storage, maintenance, or use of incompatible accessories); (ii) any repairs, modifications, or disassembly of the Goods performed by the Buyer or third parties not authorized by the Seller; (iii) events beyond the Seller's control, such as force majeure, electrical surges, fluid ingress (unless the device is certified waterproof), or normal wear and tear of consumable parts (batteries, filters, electrodes); (iv) errors or interruptions in the operation of the Online Store caused by factors independent of the Seller (e.g., internet provider failures, server crashes owned by third parties), provided the Seller acted with due diligence.
- 17.4. The Seller shall not be liable for any disruptions, errors, interruptions, or the temporary or permanent impossibility of providing the Electronic Services resulting from circumstances beyond the Seller's reasonable control, including but not limited to: (i) failures, delays, or interruptions caused by internet service providers, data centers, hosting providers, or the lack of proper internet connectivity on the User's side; (ii) malfunctions or delays attributable to integrated third-party services, such as payment gateways, delivery operators, or external links to third-party resources contained on the Online Store; (iii) incompatibility of the Online Store with the User's hardware, software, or personalized settings; (iv) loss or corruption of data caused by viruses, malware, or unauthorized access (hacking) to the User's device, provided the Seller has implemented reasonable security measures on its side; (v) typographical errors, inaccuracies in Goods descriptions, pricing errors, or stock availability information; (vi) damages or harm caused as a result of another User's breach of these Regulations.
- 17.5. The Buyer is liable for damages caused to the Seller resulting from the Buyer's non-performance of contractual obligations or abusive exercise of rights. This includes, but is not limited to:

- 17.5.1. If the Buyer returns Goods in a condition that diminishes their value (beyond what is necessary to establish their nature), the Buyer is liable for such diminished value.
- 17.5.2. The Seller is not liable for the inability to fulfill the Order (or for delivery errors) if the Buyer provided incorrect, incomplete, or false data (e.g., wrong address or phone number).
- 17.5.3. To the extent permitted by law, the Seller reserves the right to claim reimbursement for reasonable legal costs, court fees, and enforcement costs incurred due to the Buyer's malicious or fraudulent actions.
- 17.6. The Seller is a distributor of medical and telemedicine devices but is not a provider of medical services. The Seller does not guarantee that the use of the Goods will result in a specific health outcome or cure. The Seller is not liable for any misinterpretation of the data/readings provided by the Goods by the Buyer. The Goods are intended to assist in monitoring health parameters but cannot replace professional medical advice, diagnosis, or treatment. The Buyer uses the Goods at their own risk regarding health decisions.
- 17.7. In the event that the Buyer causes damage to the Seller (e.g., through fraudulent Orders or damage to reputation due to false public claims), the Seller may notify the Buyer of the amount of damage. If the Buyer fails to compensate for the damage voluntarily within 14 (fourteen) calendar days, the Seller reserves the right to take legal action and claim statutory interest for late payment calculated from the due date until the date of actual payment.
- 17.8. Liability towards Professional Customers. This clause applies exclusively to Buyers who are not Consumers and not Entrepreneurs with Consumer Rights.
- 17.8.1. The Seller's liability for any damages arising out of or in connection with the Contract is limited to the actual direct damages and is capped at the total amount paid by the Buyer for the specific Order giving rise to the claim.
- 17.8.2. The Seller acts diligently in selecting the carrier. However, the risk of accidental loss or damage to the Goods passes to the Professional Customer at the moment the Seller hands over the Goods to the carrier. The Seller shall not be liable for delays or damages caused by the carrier.

18. FORCE MAJEURE

- 18.1. Neither Party shall be held liable for the total or partial non-performance (or delay in performance) of any obligation hereunder if such non-performance was caused by force majeure. For the purposes of this Section, force majeure is defined as an external event independent of the will of the

Parties, which is unpredictable, unavoidable, and insurmountable, occurred after the conclusion of the Contract, and which objectively prevents the Parties from fulfilling their obligations. Such events include, but are not limited to: armed conflicts, riots, social unrest, fires, floods, earthquakes, epidemics/pandemics, or official restrictions arising from a quarantine or embargo imposed by state authorities. This list is illustrative and non-exhaustive. An event that merely makes the performance of obligations more expensive or commercially difficult for a Party (e.g., inflation, currency fluctuations, increase in raw material costs) shall not be considered a force majeure event.

18.2. The Party affected by a force majeure event is obliged to:

18.2.1. Notify the other Party in writing (via e-mail) within 10 (ten) calendar days from the date of the event's occurrence, providing reasonable evidence of the event's nature and expected duration;

18.2.2. Notify the other Party immediately upon the cessation of the force majeure event. Failure to provide such notification within the specified timeframe renders the affected Party liable for any damages resulting from the lack of notice, and may preclude that Party from relying on force majeure as a defense for non-performance.

18.3. If the force majeure event persists for more than 30 (thirty) calendar days, either Party shall have the right to terminate the Contract unilaterally by sending a written notice to the other Party. In such a case, the Contract shall be terminated without either Party being entitled to claim damages or penalties from the other, except for the obligation to return any payments made for Goods not delivered.

19. PERSONAL DATA PROTECTION

19.1. The Seller is committed to protecting the privacy and security of the User's Personal Data. The detailed rules regarding the collection, processing, and protection of Personal Data, as well as the rights of data subjects, are set forth in the [Privacy Policy](#).

19.2. The Privacy Policy constitutes an integral part of these Regulations. By accepting these Regulations, the User acknowledges that they have read and understood the [Privacy Policy](#).

20. DISPUTE RESOLUTION AND APPLICABLE LEGISLATION

20.1. The Regulations and the Contract shall be governed by and construed in accordance with the laws of the Republic of Poland. This choice of law does not deprive the Consumer of

the protection granted to them by provisions that cannot be derogated from by agreement under the law of the country where the Consumer has their habitual residence.

20.2. Before addressing the courts or external bodies, the Buyer is encouraged to notify the Seller of any dissatisfaction to resolve the dispute amicably. All claims should be sent to the Seller's e-mail address: remedpl@remed.care.

20.2.1. To enable the Seller to process the inquiry or complaint efficiently, the claim must contain the following information:

- Full name of the User/Buyer;
- Contact e-mail address and telephone number;
- Order number (and/or shipment tracking number, payment transaction identifier, if available);
- The essence of the claim/demand and a clear description of the issue;
- Reference to the relevant section of these Regulations (if applicable);
- Evidence supporting the claim (e.g., screenshots, photos of Defects, or other proof of purchase).

20.2.2. Anonymous complaints or complaints lacking sufficient data to identify the User/Buyer or the specific Order shall not be considered (will remain unprocessed).

20.2.3. The Seller shall review the complaint and provide a response within 14 (fourteen) days from the date of its receipt.

20.3. Court Jurisdiction.

20.3.1. Any disputes arising between the Seller and a Buyer who is a Consumer (or an Entrepreneur with Consumer Rights) shall be resolved by the competent common court determined in accordance with the provisions of the Polish Code of Civil Procedure.

20.3.2. Any disputes arising between the Seller and a Buyer who is not a Consumer shall be resolved exclusively by the court having jurisdiction over the Seller's registered office.

20.4. The Seller informs that the Consumer has the possibility to use extrajudicial methods of dealing with complaints and pursuing claims. The use of these methods is voluntary and may take place only if both Parties agree to it. Detailed information on the possibility for the Consumer to use extrajudicial complaint handling and redress procedures and the rules of access to these procedures are available at the offices and on the websites of district (municipal) Consumer Ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection, and at the following website: <https://uokik.gov.pl/pomoc-dla-konsumentow>.

21. CHANGES TO THE REGULATIONS

- 21.1. The Seller reserves the right to amend these Regulations for valid reasons. Valid reasons include, but are not limited to: a) changes in applicable laws affecting the mutual rights and obligations of the Parties or the functioning of the Online Store; b) the need to adapt the Online Store to administrative decisions or court rulings; c) changes in the technical method of providing services (e.g., implementation of new functionalities, security updates, changes in payment or delivery methods); d) mergers, acquisitions, or organizational changes of the Seller.
- 21.2. Amendments to the Regulations shall not affect the rights acquired by the User prior to the entry into force of the amendments. In particular, Orders placed before the effective date of the new Regulations shall be processed and fulfilled in accordance with the provisions of the Regulations in force at the moment of placing the Order.
- 21.3. Changes to the Regulations come into force on the date specified by the Seller, provided that the new content of the Regulations is published on the Online Store website. The Buyer is required to accept the current Regulations each time before placing an Order.
- 21.4. The current version of the Regulations is available at any time on the Online Store website. Previous versions of the Regulations are archived and available upon request.

22. EXTERNAL LINKS AND THIRD-PARTY RESOURCES

- 22.1. The Online Store may contain active links (hyperlinks, banners, buttons) to websites, applications, or resources owned and operated by third parties. These links are provided solely for the convenience of the User and to facilitate access to additional information.
- 22.2. The Seller does not control, verify, or endorse the content, business practices, privacy policies, or security measures of such third-party websites. Consequently, the Seller shall not be held liable for: (i) the accuracy, relevance, or compliance with the law of the materials contained on such third-party resources; (ii) any damages, losses, or infringements of rights (including copyright or personal data) resulting from the User's access to or use of such websites; (iii) the availability or technical functioning of external sites.
- 22.3. By clicking on a link to a third-party website, the User acknowledges that they are leaving the Online Store and entering a domain not governed by these Regulations. The User accesses such third-party resources at their own risk. The Seller strongly recommends that the User review the separate terms and conditions and privacy policies of any

third-party website they visit, as they may differ significantly from those of the Seller.

- 22.4. Unless explicitly stated otherwise, the presence of a link to a third-party website does not imply any affiliation, sponsorship, endorsement, or partnership between the Seller and the third party.

23. MISCELLANEOUS

- 23.1. **Language of the Regulations.** The primary language of these Regulations is English. Although the Seller may provide translations of these Regulations into other languages for the User's convenience, the English version shall be the governing version in the event of any discrepancies or interpretation disputes, unless mandatory provisions of applicable law provide otherwise.
- 23.2. **Entire Agreement.** All documents drawn up and available in the Online Store, in particular the [Privacy Policy](#), and [Cookie Policy](#), shall constitute an integral part of these Regulations. By accepting these Regulations, the Buyer acknowledges and accepts the provisions contained in the aforementioned documents.
- 23.3. **Severability.** If any provision of these Regulations is held by a court or other competent authority to be invalid, illegal, or unenforceable, such provision shall be severed from the rest of the Regulations. The remaining provisions shall remain in full force and effect and shall continue to be binding on the Parties. The invalid provision shall be replaced by a valid provision that comes closest to the economic and legal intent of the invalid provision.
- 23.4. In matters not regulated in these Regulations, the relevant provisions of generally applicable Polish law shall apply.

24. CONTACT DETAILS

- 24.1. The Buyer may contact the Seller via post at the address UL. WŁADYSŁAWA ŁOKIETKA 5, 87-100 TORUŃ, district TORUŃ, commune TORUŃ, province KUJAWSKO-POMORSKIE.
- 24.2. The Buyer may also contact the Seller by e-mail at remedpl@remed.care.
- 24.3. The Seller shall make every effort to respond to general inquiries and questions as soon as possible. In the case of formal complaints, the Seller shall provide a response within the statutory deadline of 14 (fourteen) calendar days from the date of receipt, in accordance with the procedures described in the relevant sections of these Regulations.

Appendix No. 1
Model Withdrawal Form