# WITHDRAWAL FORM

# **BAKATA**

# Withdrawal from the agreement should be addressed to:

BAKATA DESIGN Aleksandra Lampka-Skowrońska Sp. j. with its registered office in Wrocław at al. gen. Józefa Hallera 78/5, (53-324 Wrocław), entered into the register of entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under National Court Register (KRS) number: 0000295627, REGON: 020676851, Tax Identification Number (NIP): 8942928953.

# Instructions on how to fill in the form

- 1. The form should be filled out legibly, in capital letters.
- 2. When filling in a section that is divided into subitems, it is required to indicate the subitems that the answers are related to one by one.
- 3. It is required to complete each section of the form, except those marked as "optional", which are not obligatory.
- 4. If the information does not fit in a given section, it should be placed on consecutive numbered A4 pages with an indication of the section that is being filled in. Attached pages should be signed.

Details of the customer who decided to withdraw from the agreement  a) First and last name b) Address (street, house no. / apartment no., postcode and city)  c) Email address d) Mobile no.	
Information about the product  a) Name and quantity of the product  b) Product model	
Information about purchase of the product  a) Date of order  b) Order number  c) Date of delivery/collection of the product*	

Reason for withdrawal (optional)	
Method of refund	
(fill out only if the method is	
different from the one used to make	
the purchase; otherwise, cross out	
the section)  a) First and last name of the	
bank account holder	
<b>b)</b> Address of the bank account	
holder	
Your own remarks	
Date and signature	

#### NOTE

- 1. A customer who has entered into a Sales Agreement by means of the Online Store, as a consumer may withdraw from it within 14 days, without giving any reason and without incurring any costs, subject to:
  - a. the Customer has chosen a product delivery method other than the cheapest standard delivery method offered by the Seller, the Seller shall not be obliged to reimburse the Customer for any additional costs incurred;
  - b. the Customer bears the direct costs for returning the product.
- 2. The limitation period for withdrawal shall begin from the date when the Customer or a third party indicated by the Customer other than the carrier takes possession of the product, and if an agreement includes multiple products that are delivered separately, in batches or in parts from the date of taking possession of the last product, batch or part.
- 3. To withdraw from the agreement, it is necessary to lodge a statement by means of a form available on the Online Store website by email or in writing.
- 4. To meet the deadline it is sufficient to send the statement before the deadline expires.
- 5. The Seller shall immediately send the Customer an acknowledgment of receipt of a statement

<sup>\*</sup>delete as appropriate.

- of withdrawal from the agreement by e-mail or in writing.
- 6. The Seller shall reimburse the Customer all payments made by him, including the costs of delivery of items immediately, namely, not later than within 14 days of receipt of the Customer's statement of withdrawal from the Agreement.
- 7. The reimbursement of payment shall be made by means of the same payment method used by the Customer, unless the Customer agrees to a different method of refund. The Customer shall not bear the costs of the reimbursement.
- 8. If the Seller has not offered to collect the products from the Customer in person, the Seller may withhold the reimbursement of payments received from the Customer until the products have been returned to the Seller or the Customer has provided a proof of their return, whichever comes first.
- 9. The Customer is obliged to return the product to the Seller or hand it over to a person authorized by the Seller to collect it immediately, but not later than 14 days from the date of withdrawal from the agreement, unless the Seller has offered to collect the product in person. To meet the deadline it is sufficient to return the product before the deadline expires.
- 10. If the product was delivered to the Customer to the place where he or she resided at the time of concluding the Agreement, the Seller is obliged to bear the costs of collection of the product if due to the nature of the product it cannot be sent back in the usual way by post.
- 11. The customer shall be liable for any reduction in the value of the product resulting from the use of the product in a way that is beyond the necessary to ascertain the nature, characteristics and functionality of the product.
- 12. The right for withdrawal from the Agreement does not apply to the Customer in relation to the Agreement in which the provided subject is a non-prefabricated product, manufactured according to customer specifications or used to meet his or her individual needs. The Seller stipulates that the offer includes products that are not prefabricated. It shall be communicated to the Customer that he or she is placing an order for a non-prefabricated product at the latest in the order summary, before its confirmation.

# **PERSONAL DATA**

- 1. The use of the Withdrawal Form involves the processing of personal data.
- 2. The Controller of the personal data is the Seller.
- 3. The Seller applies appropriate technical and organizational measures to protect Customer privacy.
- 4. The terms and conditions for processing of personal data related to the Online Store are specified in the Privacy Policy and are available at www....