

Rules and Regulations for Using the eko4u Platform

The logo for eko4u, featuring the text 'eko4u' in a white sans-serif font on a dark blue rectangular background.

The Rules and Regulations apply as of: 10 May 2022

1. General provisions

- 1.1. The eko4u Platform operates on rules specified in these Rules and Regulations.
- 1.2. The Rules and Regulations specify the types and scope of services provided by electronic means by the eko4u Platform, rules for the provision of such services, terms for the conclusion and termination of agreements for the provisions of services by electronic means, as well as complaint procedure.
- 1.3. Each User upon undertaking actions aimed at benefiting from the Electronic Services of the eko4u Platform shall observe the provisions of these Rules and Regulations.
- 1.4. In matters not regulated in these Rules and Regulations the following provisions shall apply
 - 1.4.a. Act on providing services by electronic means of 18 July 2002 (Journal of Laws No. 144, item 1204 as amended),
 - 1.4.b. Act on consumer rights of 30 May 2014 (Journal of Laws of 2014 item 827 as amended),
 - 1.4.c. Civil Code Act of 23 April 1964 (Journal of Laws No. 16, item 93 as amended) and other respective provisions of Polish law.

2. Definitions

EKO4U PLATFORM – The Platform dedicated to the Distributors of wood joinery, equipped with Product Configurator and offering a possibility to manage Offers, Orders, Calendar, Complaints, Invoices and Deliveries between the Distributors and the Producer

THE RULES AND REGULATIONS – these Rules and Regulations regarding the rules for using the eko4u Platform

ACCOUNT – the Distributor's account authorising to use the resources of the eko4u Platform. The account is set upon the completion of the Registration process.

USER – user of the eko4u Platform (hereinafter also called the Distributor)

SERVICE PROVIDER – creator of the eko4u Platform, Eko-Okna S.A. (hereinafter also called the Producer)

ELECTRONIC SERVICE – service provided by electronic means by the Service Provider for the User via the website www.eko4u.com

CONFIGURATOR – a tool of the eko4u Platform making it possible to adjust the Producer's offer for own needs and create a new Offer or Order for the Producer or Distributor

GENERAL COMMERCIAL TERMS - (hereinafter the GCT) a separate set of rules agreed between the Producer and Distributors governing the rights and obligations of the parties to an agreement for the sale and purchase of Products, being an integral part of these Rules and Regulations. Approval of the above-mentioned terms is necessary for the Distributor's registration. Constitute Appendix No. 1 to these Rules and Regulations

COMMERCIAL TERMS - (hereinafter the CT) a set of rules agreed between the Producer and the Distributors and the Distributors and their Distribution Network governing the terms of agreement for the sale and purchase of Products, the above consisting of e.g. Discount, Mark-up, currency or Delivery terms

PRODUCTS – the object of Internet sales are Products offered by Eko-Okna S.A. i.e. window joinery, gates and property fences

PRODUCER - Eko-Okna S.A. with its registered office in Kornice (47-480) at ul. Spacerowa 4, NIP 639-181-32-41, entered to the register of companies of the National Court Register under number 0000586067, whose registration files are kept by the District Court in Gliwice, 10th Economic Division of the National Court Register

DISTRIBUTOR – Economic entity cooperating with the Producer based on the agreed CT

LEVEL I DISTRIBUTOR (hereinafter the DI) – An economic entity working with the Producer based on the agreed CT, may have its own Distribution Network

LEVEL II DISTRIBUTOR (SUBACCOUNT) (hereinafter the DII) – An economic entity cooperating with the Producer via the Level I Distributor, subject to its CT, making Offers or placing Orders and Complaints solely via it

INDIVIDUAL CUSTOMER – A customer not being an economic activity, a natural person being a partner of Level I and II Distributors

DISTRIBUTION NETWORK – the Distribution Network consists of DI, DII and the Individual Customers

OFFER – a sale or purchase offer created with the use of the eko4u Platform configurator. The definition of an Offer in the meaning of cooperation with Eko-Okna S.A. is governed by the GCT

ORDER – an order for the goods or services created with the use of the Configurator of the eko4u Platform. The definition of an Order in the meaning of cooperation with Eko-Okna S.A. is governed by the GCT

DELIVERIES – A list of Distributor's Orders visible from the level of the eko4u Platform with a specified goods dispatch date to the address specified by the Distributor. The scope of liability and the description of Delivery functioning in the meaning of cooperation with Eko-Okna S.A. is governed by the GCT

INVOICES – a set of financial documents between the Distributor and the Producer

COMPLAINT LIST – a set of complaints submitted by the Distributor to the Producer. The scope of liability and description of Complaint functioning in the meaning of cooperation with Eko-Okna S.A. is governed by the GCT and the Rules and regulations regarding

complaint legitimacy, constituting Appendix No. 2 to these Rules and Regulations

MARK-UP – percentage or amount mark-up of the initial goods or service price for DII or Individual Customer. The Mark-up is an individual arrangement of the Distributor for its Distribution Network

DISCOUNT – percentage or amount discount of the initial goods or service price for the DI, DII or Individual Customer. The Discount is an integral part of the agreed CT

CALENDAR – event schedule made available to the Distributors on the eko4u Platform, containing information, e.g. about the coming payments dates, Deliveries or events organised by the Producer

NOTIFICATIONS – notification regarding significant changes in the Orders, Deliveries, the functioning of the eko4u Platform, marketing actions

COMPANY LOGO – a unique sign, being a part of visual identification of a given Distributor, being a graphic file, and placed on the printout of Offers and Orders from the eko4u Platform Configurator

CUSTOMER LIST – list of entities predefined by the Distributor constituting its Distribution Network, containing contact data and CT for the Distributor

COMPANY DATA – address and phone data, in accordance with the actual state, constituting the basis of information about the Distributor. These include: contact data (presented on the printout of Offers and Orders from the eko4u Platform Configurator), logistics address and date for invoices

3. Type and scope of electronic services

3.1. The Service Provider makes it possible via the eko4u Platform to use the following Electronic Services:

3.1.a. Creation of Offers and Orders with the use of the Configurator

3.1.b. Placing Orders with the Producer

3.1.c. Viewing the lists of Invoices, Deliveries and Complaints

3.1.d. Management of own Distribution Network

3.1.e. Access to the Calendar and Notifications

3.1.f. Creation of Customer List

3.1.g. Marking Offers and Orders with one's Logo

- 3.1.h. Awarding own commercial terms, including Discounts and Mark-up for the Offers and Orders of one's distribution Network
- 3.2. The use of the eko4u Platform by the Distributors is free of charge.
- 3.3. The provision of Electronic Services for the Distributors takes place on the terms specified in the Rules and Regulations.
- 3.4. The Services Provider shall not be liable for commercial terms between the distributor and its Sale Network.
- 3.5. The Service Provider shall not be liable for any differences in prices resulting from Order/Offer erroneously prepared by the Distributor.
- 3.6. The Service Provider shall not be liable for the correctness of Offers/Orders prepared on the eko4u Platform by the Distributor and its Sale Network.
- 3.7. In case of noticing any incorrectness of data (in particular documents, invoices, prices) the User shall notify the Service Provider about this fact immediately.

4. Registration, agreement conclusion, logging in

- 4.1. Registration on the Eko4u Platform takes place upon prior approval of the Rules and Regulations, GCT and entering User data in the form, in particular name and surname, Company Data and password. The entered data shall correspond to the actual state, i.e. should be true, valid and complete.
- 4.2. Upon completion of the registration form the User receives an e-mail to the address indicated by him/her in the registration process confirming the registration and other information required by law which the User should enter in order to complete the registration process.
- 4.3. The conclusion of an agreement between the User and the Service Provider for the provision of services as specified in the Rules and Regulations takes place upon the end of the registration process in a way specified in item 4.2.
- 4.4. Within the conclusion of agreement mentioned in item 4 the Operator creates and makes available to the User an eko4u Platform account making it possible to use the Platform in accordance with these Rules and Regulations.
- 4.5. Upon the conclusion of the registration process the User has its CT determined based on which the Offers and Orders are created.

5. Technical requirements

5.1. Technical requirements necessary to work with the IT system used by the Service Provider:

5.1.a. computer (or mobile device) with Internet access,

5.1.b. access to electronic post,

5.1.c. Internet browser,

5.1.d. turned on Cookies and JavaScript in the Internet browser.

6. Personal data, privacy protection

6.2. The Administrator of Users' personal data is Eko-Okna S.A. with its registered office in Kornice (47-480 Pietrowice Wielkie) at ul. Spacerowa 4.

6.2. The Administrator may entrust the processing of Users' personal data to another entity pursuant to and in accordance with the applicable provisions of law.

6.3. The User has the right of access to the content of his/her data and its correction.

6.4. Upon the acceptance of the Rules and Regulations the User represents that he/she is authorised to the processing of personal data of the entities whose data he/she uses in the Application.

6.5. The User is fully responsible for obtaining necessary consents from entity providing their personal data to the User. The failure to fulfil this obligation authorises EKO-OKNA S.A. to the remedying of damage by the User in case of negative legal consequences.

6.6. The User assures that personal data given by him/her is true, complete and valid. In case of change of personal data or need to correct it, the User shall apply for the change of his/her personal data to the Administrator to the following e-mail address iod@ekookna.pl.

6.7. The rules of processing and protection of Users' personal data by the Administrator are subject to the Policy on privacy and the use of cookies.

6.8. The full scope of data processing by Eko-Okna S.A. may be found at rodo.ekookna.pl.

7. Intellectual property

- 7.1. All content placed on the Internet platform eko4u.com is subject to copyright protection and is owned by Eko-Okna S.A. The User bears full responsibility for the damages caused to the Service Provider in result of use of any content of the eko4u.com Platform without the Service Provider's consent.
- 7.2. Any use by any person, without clear written consent of the Service Provider, of any of the elements creating the content of the eko4u Platform constitutes a violation of copyright of the Service Provider and results in civil law and criminal liability.

8. Complaints

- 8.1. Complaints related to the provision of Electronic Services by the Service Provider:
 - 8.1.a. The complaints related to the provision of Electronic Services via the eko4u Platform, may be submitted by the Service Recipient via electronic post to the following address: info@eko4u.com
 - 8.1.b. The said e-mail shall contain as much information and circumstances regarding the object of complaint as possible, in particular the type and date of irregularity and contact data. The provided information will make it easier and faster to examine the complaint by the Service Provider.
 - 8.1.c. The examination of complaint by the Service Provider shall take place immediately but not later than within 14 days.
 - 8.1.d. The Service Provider's reply regarding the complaint is sent to the User's e-mail address given in the complaint notification or in another way stated by the User.

9. Termination of agreement in the scope of use of the Eko4u Platform

- 9.1. Termination of agreement for the provision of Electronic Service
 - 9.1.a. The agreement for the provision of Electronic Service of permanent and perpetual character may be terminated.

9.1.b. The Service Provider may terminate the agreement with immediate effect and without stating the reasons by sending a respective statement via electronic post to the address: info@eko4u.com.

9.1.c. The Service Provider reserves the right to suspend the User's Account with immediate effect and without stating the reasons.

9.2. The Service Provider and the Service Recipient may terminate the agreement for the provision of Electronic Service through mutual agreement of the parties.

10. Final provisions

10.1. The agreements concluded via the Website are concluded in accordance with Polish law.

10.2. In case of lack of compliance of any of the parts of the Rules and Regulations with the applicable law, in the place of the questioned provision of the Rules and Regulations respective provision of Polish law shall apply.

10.3. The invalidity of any of the provisions of the Rules and Regulations does not lead to the invalidity of the remaining ones.

10.4. All disputes between the parties to the Agreement shall be settled by court competent for the registered office of the Service Provider.

10.5. These Rules and Regulations shall enter into force as of 10 May 2022.

11. Changes of the Rules and Regulations

11.1. The Service Provider reserves the right to introduce changes to these Rules and Regulations.

11.2. Any changes of the Rules and Regulations enter into force in time specified by the Service Provider, not shorter however than 7 days as of the announcement of changes and as of the day of sending respective notification of changes to the Users.

11.3. In case of change in the content of these Rules and Regulations the User is obliged to read it. The condition for

using the Platform is the acceptance of the Rules and Regulations.

Appendix No. 1 – [General Commercial Terms](#)

Appendix No. 2 - [The rules and regulations regarding complaint legitimacy](#)