



RECIPIENT OF THE COMPLAINT	
Name:	"ETOS" Spółka Akcyjna
Address:	ul. Bysewska 23, 80-298 Gdańsk
NIP:	5840303202
KRS:	0000178415
BDO:	000012849

#### COMPLAINT FORM

DATA REGARDING THE REPORT (filled out by the seller)	
Date of creating the complaint:	
Date of receiving the complaint:	
Place of receiving the complaint:	
Recipient's data:	

CUSTOMER DATA	
Name and surname:	
Contact data (with the preferred method of communication indicated by <u>underlining</u> ):	
a) E-mail address	
b) Phone number:	
c) Mailing address: (the mailing address should be the address for delivering mail to you regarding the submitted complaint proces and should correspond to the address to which you request delivery of the products free from defects or repaired)	
INFORMATION ABOUT THE COMPLAINTED PRODUCT	
Purchase date of the product: (day / month / year)	
Proof of purchase: (the basis for accepting a complaint is any proof of purchase of the goods, in particular a receipt or VAT invoice; attaching a proof of purchase is <b>not obligatory</b> , but it can significantly streamline the complaint process)	
Order number:	
Product description:	
Price:	
Reasons for filing a complaint (description of the lack of conformity with the sales contract): (examples: material defect, damaged	

product, etc. with an indication of the location of damage, the location of the material defect and its type)	
Date of finding that the product was inconsistent with the sales contract: (day / month / year)	
<b>CUSTOMER REQUESTS</b> <i>(choose 1 of the following)</i>	
1. Free repair of products	[     ]
2. Free exchange of products for new ones	[     ]
3. Reduction of the price of the products	[     ]
	<i>Requested amount to reduce the sales price:</i>
4. Withdrawal from the sales contract and request for refund of the sales price of the products	[     ]
<b>Please fill in <u>only</u> if you choose to request a price reduction or withdrawal from the sales contract.:</b>	
refund in the same way as the payment for the products was made	[     ]
refund by bank transfer	[     ]
	<i>Bank account number:</i>
	<i>Bank:</i>
	<i>Account holder details:</i>
return in another way	[     ]
	<i>Return method description:</i>
<b>ADDITIONAL CUSTOMER COMMENTS</b>	

ATTACHMENTS, CUSTOMER SIGNATURE	
<b>attachments:</b>	
<b>Place and date of creating the complaint:</b>	
<b>Customer signature</b>	
CONSENT CLAUSE	
<p>In accordance with Article 6 paragraph 1 letter A of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation of 27 April 2016 (OJ EU L No. 119, p. 1) I consent to the transfer of my personal data to ETOS SA with its registered office in Gdańsk at ul. Bysewska 23, entered into the register of entrepreneurs kept by the District Court of Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, under KRS number 178415, NIP number 584-030-32-02, with the share capital of 55.055.102 zł (paid in full), solely for the purposes of considering this complaint, as well as for storing and archiving complaint documentation and storing my personal data in the IT system through which the complaint process takes place.</p> <p style="text-align: center;">[        ] I consent [        ] I do not consent</p>	
<b>Customer signature</b>	
INFORMATION CLAUSE	
<p><i>In accordance with Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation of 27 April 2016 (OJ EU L No. 119, p. 1) I inform you that:</i></p> <p>1) <i>the administrator of personal data is ETOS Spółka Akcyjna with its registered office in Gdańsk at ul. Bysewska 23.</i></p> <p>2) <i>Your personal data will be processed for the purpose of considering the complaint pursuant to Article 6 paragraph 1 letter A and Article 6 paragraph 1 letter B of the General Data Protection Regulation of 27 April 2016.</i></p> <p>3) <i>The recipients of your personal data will only be entities authorized to obtain personal data based on legal provisions.</i></p> <p>4) <i>Your personal data will be stored for 5 years from the end of the complaint procedure..</i></p> <p>5) <i>You have the right to request from the administrator access to your personal data, its rectification, deletion or limitation of processing, the right to transfer data and the right to withdraw consent at any time..</i></p> <p>6) <i>You have the right to lodge a complaint with the supervisory authority.</i></p> <p>7) <i>Providing personal data is voluntary, however, refusal to provide the data may result in refusal to process the complaint.</i></p>	

<b>INFORMATION ABOUT THE RESOLUTION OF THE COMPLAINT</b> <b>(filled out by the seller)</b>	
Date of resolving the complaint:	
Place of resolving the complaint:	
Resolution of the complaint:	
Signature of the person handling the complaint:	

**Extract from the applicable provisions of the Consumer Rights Act of 30 May 2014 (Journal of Laws of 2014, item 827, as amended):**

**Article 43d**

1. If the goods are inconsistent with the contract, the consumer may request that they be repaired or replaced..
2. The entrepreneur may make a replacement when the consumer requests a repair, or the entrepreneur may make a repair when the consumer requests a replacement, if bringing the goods into conformity with the contract in the manner chosen by the consumer is impossible or would require excessive costs for the entrepreneur. If repair and replacement are impossible or would require excessive costs for the entrepreneur, he may refuse to bring the goods into conformity with the contract.
3. When assessing the excessiveness of costs for the entrepreneur, all circumstances of the case are taken into account, in particular the significance of the lack of conformity of the goods with the contract, the value of the goods in conformity with the contract and excessive inconvenience to the consumer resulting from the change in the method of bringing the goods into conformity with the contract.
4. The entrepreneur shall repair or replace the goods within a reasonable time from the moment the entrepreneur has been informed by the consumer about the lack of conformity with the contract, and without excessive inconvenience to the consumer, taking into account the nature of the goods and the purpose for which the consumer acquired them. The costs of repair or replacement, including in particular the costs of postage, transport, labour and materials, shall be borne by the entrepreneur.
5. The consumer makes available to the entrepreneur the goods subject to repair or exchange. The entrepreneur collects the goods from the consumer at his own expense.
6. If the goods were installed before the lack of conformity of the goods with the contract was revealed, the entrepreneur shall dismantle the goods and reassemble them after repair or replacement, or have these activities performed at his own expense.
7. The consumer is not obliged to pay for normal use of the goods that were subsequently replaced.

**Article 43e [Declaration of price reduction or withdrawal from the contract]**

1. If the goods are inconsistent with the contract, the consumer may submit a declaration of price reduction or withdrawal from the contract if:
  - 1) the entrepreneur refused to bring the goods into conformity with the contract in accordance with Article 43d paragraph 2;
  - 2) the entrepreneur did not bring the goods into conformity with the contract in accordance with Article 43d paragraphs 4-6;
  - 3) the lack of conformity of the goods with the contract persists, even though the entrepreneur has tried to bring the goods into conformity with the contract;
  - 4) the lack of conformity of the goods with the contract is so significant that it justifies a price reduction or withdrawal from the contract without prior use of the protective measures specified in Article 43d;
  - 5) it is clear from the entrepreneur's statement or the circumstances that he will not bring the goods into conformity with the contract within a reasonable time or without excessive inconvenience to the consumer.
2. The reduced price must be in such proportion to the price resulting from the contract that the value of the goods that are inconsistent with the contract is in proportion to the value of the goods that are consistent with the contract.
3. The entrepreneur shall return to the consumer the amounts due as a result of exercising the right to reduce the price immediately, no later than within 14 days from the date of receipt of the consumer's declaration of a price reduction.
4. The consumer cannot withdraw from the contract if the lack of conformity of the goods with the contract is immaterial. It is presumed that the lack of conformity of the goods with the contract is material.
5. If the lack of conformity with the contract concerns only some of the goods delivered under the contract, the consumer may withdraw from the contract only in respect of those goods, and also in respect of other goods acquired by the consumer together with the non-conforming goods, if the consumer cannot reasonably be expected to agree to retain only the goods that are in conformity with the contract.
6. In the event of withdrawal from the contract, the consumer shall immediately return the goods to the entrepreneur at his expense. The entrepreneur shall return the price to the consumer immediately, no later than within 14 days from the date of receipt of the goods or proof of their return.
7. The entrepreneur shall refund the price using the same method of payment as used by the consumer, unless the consumer has expressly agreed to another method of refund that does not involve any costs for him.