

CONDITIONS FOR WITHDRAWAL FROM A DISTANCE CONTRACT

Pursuant to the Consumer Rights Act of May 30, 2014 (Journal of Laws 2014, position 827 with changes), a consumer who has concluded a distance contract is entitled to withdraw from it under the terms specified below.

1. Right to Withdraw from the Contract

The Consumer has the right to withdraw from the distance Contract within 14 days from the day on which the goods were received (or, in the case of a contract concerning multiple goods – from the receipt of the last item). The Consumer may withdraw from the Contract without providing a reason and without incurring any costs, except for those specified below.

2. Deadline for Withdrawal from the Contract

To meet the deadline for withdrawal, the Consumer must submit a Statement of withdrawal to the Seller before the expiration of the 14-day period. The statement must be clear and unequivocal.

3. Method of Submitting the Withdrawal Statement

The withdrawal statement may be submitted:

- In writing to the following address: Foodcom S.A., ul. Komedu 2/3, 02-517 Warsaw
- Electronically to the email address: fcdm@fcdm.eu

The Seller is obliged to promptly confirm receipt of the Statement, no later than 14 days from receiving it, via electronic means (e-mail).

4. Commencement of the Withdrawal Period

The withdrawal period begins:

- From the day the Consumer or a third party designated by them, other than the carrier, takes possession of the goods.
- In the case of a contract involving multiple goods delivered separately, in batches, or in parts – from the day the Consumer or a third party designated by them, other than the carrier, takes possession of the last item, batch, or part.

5. Consequences of Withdrawal from the Contract

Upon withdrawal from the Contract, the Contract shall be deemed void. Both the Consumer and the Seller are obliged to return their respective performances.

6. Refund by the Seller

The Seller is obliged to refund all payments made by the Consumer, including delivery costs, within 14 days from the day of receipt of the Consumer's Withdrawal Statement. The refund shall be made using the same payment method employed by the Consumer, unless the Consumer agrees to a different method of refund that does not incur additional costs to the consumer. If the Seller has not offered to collect the goods from the Consumer, the Seller may withhold the refund until the goods are returned or the Consumer provides proof of their return, whichever occurs first.

7. Return of Goods by the Consumer

The Consumer is obliged to return the goods immediately, and no later than 14 days from the Withdrawal from the Contract, to the Seller or to a person authorized by the Seller to receive the goods. The Consumer shall bear the cost of returning the goods.

The goods must be returned to the address agreed individually via e-mail by contacting stocks@foodcom.pl.

Enclosing a completed Return Form will facilitate and expedite the refund process. The Return Form can be found on the Seller's website.

8. Consumer's Liability for the Goods

The Consumer is responsible for any decrease in the value of the goods resulting from their use beyond what is necessary to determine the goods' characteristics, features, and functioning.

9. Costs Incurred by the Consumer

The Consumer shall bear the cost of returning the goods. Such costs include, among others: the packaging, securing, and shipment of the goods to the Seller. Additionally, if the Consumer has chosen a delivery method other than the cheapest standard delivery available in the online store, the Seller shall not be obliged to refund the additional delivery costs incurred by the Consumer.

These conditions for Withdrawal from the Contract comply with the provisions of the Consumer Rights Act and are designed to ensure consumer protection in the case of distance contracts.