



Terms and Conditions

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Always check for the latest version of Terms and Conditions: https://www.rainbowcups.eu/files/Terms_and_Conditions.pdf.

Zawsze sprawdź najnowszą wersję Regulaminu: <https://www.rainbowcups.eu/files/Regulamin.pdf>.

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1. Definitions.

The capitalised terms used in these Terms and Conditions have the following meaning:

- 1.1. Terms and Conditions - these Terms and Conditions for the provision of electronic services in the online Store and by remote communication means, in particular by e-mail: info@rainbowcups.eu.
- 1.2. Rainbowcups - WirelessCom Sp. z o. o. with its registered office in Warsaw (01-310), Rozłogi 14/3 Street, entered into the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under number 0000265037, NIP: 522-28-31-655, VAT EU: PL5222831655.
- 1.3. Civil Code - Act of the Polish Parliament of 23 April 1964 (Journal of Laws No. 16, item 93, as amended).
- 1.4. Act on rendering services by electronic means - Act of the Polish Parliament of 18 July 2002 on Rendering Services by Electronic Means (Journal of Laws No. 144, item 1204, as amended).
- 1.5. Store - a website belonging to Rainbowcups available at the address www.rainbowcups.eu and corresponding national domains, and through which the Customer can place Orders.
- 1.6. Customer - a legal person, or an organizational unit without legal personality, whose separate provisions of Law grant the right to acquire rights and incur liabilities on their own behalf, or a natural person if they conduct business or professional activity and use the Store to perform legal activities within the scope of their business or professional activity, placing an Order within the Store or by remote communication means.
- 1.7. Products - Standard Products and Customised Products that are marketed as part of the Rainbowcups business.
- 1.8. Standard Products - products and services traded by Rainbowcups that cannot be customised by Customer during the ordering process.
- 1.9. Customised Products - Products and services traded by Rainbowcups, the properties of which are determined by the Customer when placing an Order.
- 1.10. Catalogue - available for download in the Store and through other means of electronic communication, including: e-mail, purchase platforms, sales or auction platforms, an assortment of Products and their properties: descriptions, specifications, technical parameters, Delivery Times, restrictions, reservations, information, described in detail in the Store or in the purchase, sales, auction or auction platform or catalogue or offer made available to customers in a pdf file.
- 1.11. Order - a declaration of will of the Customer, aiming directly at concluding a Sales Agreement, specifying, in particular, the type and quantity of Products.
- 1.12. Sales Agreement - an agreement to sell Products within the meaning of the Civil Code, concluded between Rainbowcups and the Customer, using the Store or means of remote communication.
- 1.13. Graphic Design – a graphic design for printing on a Customised Product, in the form of a graphic file, prepared on the appropriate Rainbowcups product template in accordance with the guidelines contained therein and with the instructions provided in the Catalogue and ready for Customer Acceptance.
- 1.14. Acceptance - irrevocable consent given by the Customer to irrevocably give the Customised Products properties in accordance with the prepared Graphic Design, also understood as acceptance of the Graphic Design.
- 1.15. Delivery Time - the date from the date of granting the Acceptance of Graphic Design or the date of payment (as set out in Section 9.1) which is later, until the date of the first delivery attempt of the Order to the address indicated by the Customer. Delivery Times are detailed in the Catalogue and are different for different countries or regions, different products and different quantities of the products concerned.

2. General provisions.

- 2.1. These Terms and Conditions define the rules of using the online Store and placing Orders using means of distance communication.
- 2.2. Information about the Products given in the Catalogue and e-mail correspondence, in particular, their descriptions, technical and operational parameters and prices constitute an invitation to conclude a Sales Agreement, within the meaning of Article 71 of the Civil Code.
- 2.3. Each invitation to conclude a Sales Agreement sent to the Customer cancels all previously sent and is valid for 7 days from the date of its sending.
- 2.4. Catalogue and e-mail correspondence does not constitute an offer within the meaning of Article 66 p. 1 of the Civil Code.
- 2.5. Customers shall be served in at least two languages: Polish and English. Correspondence or telephone conversations in other languages are not binding on Rainbowcups.
- 2.6. A natural person who does not conduct business or professional activity cannot be a Customer of Rainbowcups. Making legal transactions by a person who does not meet the above condition will be the sole responsibility of that person.
- 2.7. Creating an account in the Store or placing an Order in the Store or placing an Order in any other way, means agreeing to the content of this Terms and Conditions.
- 2.8. Paying for the Order or Pro-forma means agreeing to the content of this Terms and Conditions.
- 2.9. All data and correspondence sent to Rainbowcups is retained for a maximum time consistent with current laws and regulations. Exceptions are Customer files and Graphic Designs, which may or may not be deleted after 3 months from their last use in the Order.
- 2.10. Rainbowcups is solely responsible for its own actions and omissions. Rainbowcups is not responsible for the consequences of acts or omissions of third parties, in particular for delays in the transfer of funds by financial institutions and for carriers by which the delivery of Products to the Customer will be made.
- 2.11. Rainbowcups is not responsible for any material or personal injury resulting from improper use of Rainbowcups products, including, but not limited to, misunderstanding or failure to comply with the Rainbowcups product specifications contained in the materials made available to the customer and the Catalogue, or the Customer's communications with Rainbowcups, including, but not limited to, the information and warnings contained therein.
- 2.12. All deadlines are calculated in accordance with art. 110 - 116 of the Civil Code.
- 2.13. Orders are executed only within the scope confirmed by means of Pro-forma. Additional terms and conditions, special arrangements, Products and services not included in the Pro-forma or invoice are not realised or delivered.
- 2.14. These Terms and Conditions take precedence over the Customer's terms and conditions, in particular the Customer's purchase terms and conditions. In the event of any differences between these Terms and Conditions and the Customer's terms and conditions, the text of these Terms and Conditions shall prevail subject to clause 2.14 above.
- 2.15. **Rainbowcups is responsible for defects in Products within 6 months of delivery.**
- 2.16. **Rainbowcups' liability is limited to the Products themselves. In the event of defects in the Products, delays or other situations described in these Terms and Conditions, Rainbowcups shall not be liable for any lost Customer benefit.**

3. Terms of Store usage.

- 3.1. The condition for placing in the Store an Order for Products is the correct and complete filling in the order form, including the provision of a valid e-mail address.
- 3.2. Rainbowcups may terminate the Customer's right to use the Store or restrict access to all or part of its resources, with immediate effect, in the event of a breach of these Terms and Conditions by the Customer, and in particular if the Customer:
 - 3.2.1. provided false, inaccurate or outdated data during the registration process, misleading or violating the rights of third parties,
 - 3.2.2. has violated the personal rights of third parties through the Store,
 - 3.2.3. has committed other conduct that is determined by Rainbowcups to be inconsistent with applicable law or general principles of Internet use or to be harmful to Rainbowcups' reputation.
- 3.3. A Customer who has been deprived of the right to use the Store may not re-register without the prior consent of Rainbowcups.
- 3.4. In order to ensure the security of messages and data transmission in connection with the services provided by the Store, Rainbowcups takes technical and organisational measures appropriate to the degree of risk to the security of services provided, in particular, measures to prevent unauthorised persons from collecting and modifying personal data transmitted over the Internet.
- 3.5. The Customer cannot:
 - 3.5.1. provide and transmit content that is not in compliance with the law, e.g. content that promotes violence, defames or violates the personal rights and other rights of third parties,
 - 3.5.2. use the Store in a manner that interferes with its operation, in particular by using specific software or hardware,
 - 3.5.3. send or post unsolicited commercial communications (spam) to the Store,
 - 3.5.4. use the Store in a manner that is inconvenient for other Customers and Rainbowcups.
- 3.6. The customer is obliged in particular to:
 - 3.6.1. use any content posted on the Store only for your own personal use,
 - 3.6.2. use the Store in a manner consistent with the regulations in force on the territory of the Republic of Poland, the European Union, the provisions of the Terms and Conditions, as well as with the general principles of using the Internet.
- 3.7. Notification of a malfunction in the functioning of the Store.
 - 3.7.1. Irregularities related to the functioning of the Store may be reported by the Customer by sending an e-mail to info@rainbowcups.eu or via the contact form in the Store.
 - 3.7.2. When reporting an error, the Customer should provide the type and date of the occurrence of the error and its possibly detailed description.
 - 3.7.3. Rainbowcups is committed to ensuring that the performance of the Store is fully functional to the extent of current technical knowledge and is committed to resolving any errors reported by Customers as soon as possible.

4. Prices and payment terms.

- 4.1. Prices of Products in the Catalogue are given in Polish zlotys for deliveries made in the territory of the Republic of Poland or in Euro for deliveries made outside the territory of the Republic of Poland.
- 4.2. The prices of the Products include: the cost of Order handling, the cost of the Product, the cost of standard packaging.
- 4.3. The prices of the Products do not include:
 - 4.3.1. VAT, cost of delivery, customs clearance, other services, unless otherwise stated in the Product description,
 - 4.3.2. additional costs of non-standard options, such as: extra charges for special delivery days and hours, bringing to the premises in the case of pallet deliveries, and non-standard parameters of the Products, such as: additional colours, additional logos, customised packaging or customised labelling.
- 4.4. Prices take into account 100% prepayment terms of payment.
- 4.5. The stated costs of delivery shall apply on condition that the entire Order is delivered in one place unless otherwise stated in the summary of the Order.
- 4.6. All prices are net prices for 1 unit of the Product and are not subject to any discounts.

5. **Order and Sales Agreement.**

Placing and confirming Orders and concluding a Sales Agreement.

- 5.1. The subject of concluding a Sales Agreement may be Products.
- 5.2. In order to conclude a Sales Agreement, the Customer has to confirm the Order.
- 5.3. The Order should be placed through:
 - 5.3.1. access the Store's website, selection of Products and their parameters by following the prompts displayed, or
 - 5.3.2. acting in accordance with the rules and instructions of the relevant buying, selling or auction platforms, or
 - 5.3.3. sending an e-mail to Rainbowcups email address: info@rainbowcups.eu.
- 5.4. The selection of Products ordered by the Customer and their quantities is made through:
 - 5.4.1. adding them to your shopping cart in the Store, or
 - 5.4.2. acting in accordance with the rules and instructions of the relevant buying, selling or auction platforms, or
 - 5.4.3. specifying them when communicating via e-mail or telephone with Rainbowcups,
- 5.5. The Customer's choice of the address and method of delivery, to which the shipment with the Order is to arrive, and the method of payment is made through:
 - 5.5.1. from the shopping Cart level in the Store, or
 - 5.5.2. acting in accordance with the rules and instructions of the relevant buying, selling or auction platforms, or
 - 5.5.3. e-mail communication with Rainbowcups when placing an Order via e-mail.
- 5.6. The summary of the Order and the content of the Sales Agreement is:
 - 5.6.1. a message containing a summary of the Order sent to the Customer's e-mail address provided during the creation of an account in the Store or
 - 5.6.2. an order document or Pro-forma document issued by Rainbowcups and sent to the Customer's e-mail address if the Order is placed via e-mail, containing in particular:
 - 5.6.2.1. the subject of the Order and its number,
 - 5.6.2.2. Products and quantities,
 - 5.6.2.3. the total price of the ordered Products, including delivery costs and additional costs, if any,
 - 5.6.2.4. the chosen method of payment and payment terms,
 - 5.6.2.5. the address where Rainbowcups will deliver the shipment,
 - 5.6.2.6. delivery method,
 - 5.6.2.7. any other comments, agreements or special terms and conditions, if any.
- 5.7. The confirmation of the Order by the Customer and the conclusion of the Sales Agreement shall be made through:
 - 5.7.1. clicking on the "Confirm my order" button or a button with similar content in the Store, or
 - 5.7.2. acting in accordance with the rules and instructions of the relevant buying, selling or auction platforms, or

- 5.7.3. payment for the Order, or
- 5.7.4. payment of an Order document or a Pro-forma document sent to the Customer via e-mail, or
- 5.7.5. declaration of intent in the case of placing an Order by the Customer via e-mail.
- 5.8. Confirmation of the Order and conclusion of the Sales Agreement shall entail payment by the Customer.
- 5.9. An unpaid order can be cancelled by Rainbowcups.
- 5.10. Rainbowcups is not responsible for delays in the completion and delivery of Orders resulting from the Customer's failure to provide accurate and complete data necessary for its comprehensive implementation.

6. **Graphic design.**

Graphic Designs apply to Customised Products only.

- 6.1. Rainbowcups is not responsible for any copyright infringement by the Customer or the content of any materials submitted by the Customer in determining the properties of the Customized Products. However, if an Order or Graphic Design contains illegal content or violates moral standards, Rainbowcups has the right to refuse to perform it and cancel the Order. The customer is not entitled to any claims in this respect.
- 6.2. Graphic Designs received by Rainbowcups from the Customer should be prepared in accordance with the instructions published in the Catalogue and on appropriate templates for Customised Products.
- 6.3. Rainbowcups is not responsible for the Customer's submission of any Graphic Design not prepared in accordance with the guidelines on the templates or for the Customer's use of inappropriate templates or colour space.
- 6.4. Rainbowcups is not responsible for any factual, graphic or spelling errors contained in the Graphic Design prepared or accepted by the Customer. They cannot be the basis for a complaint.
- 6.5. Printing on products made of paper is done using digital, offset, flexographic or tampon printing techniques. Unless otherwise noted, print is performed in the CMYK colour space, and other colours (e.g. Pantone) are converted into that space.
- 6.6. Printing on products made of plastic, in particular, PET, rPET, PLA, PP, PE, is carried out:
 - 6.6.1. printing pad technique, in the PMS (Pantone) colour space. Other colours (e.g. RGB, CMYK) are converted to this space,
 - 6.6.2. dry offset technique in the CMYK colour space.
- 6.7. If the colour conversion is required, all colour conversions between Pantone and other spaces (RGB, HEX, CMYK) are automatic and performed by Rainbowcups without notice to the Customer. If there is no direct match for colour, the nearest representation of the colour is selected.
- 6.8. Rainbowcups reserves the right to place markings or prints on the Customized Product:
 - 6.8.1. on the side of the cup, or any other product, vertically when joining paper, or
 - 6.8.2. at the lower edge at the bottom, on the inside, or
 - 6.8.3. at the bottom of the cup, or any other product, from underneath,in the form of: giving the name of Rainbowcups, the address of the Store "www.rainbowcups.eu", e-mail address "info@rainbowcups.eu" or phone number, other personal markings or prints, especially production codes. At the stage of placing an Order, the Customer may reserve the right to delete such data, if they appear on the Graphic Design. In the case of the Customer's Acceptance of a Graphic Design containing the described designations or prints, their presence on the Customised Product cannot be the basis for a complaint.
- 6.9. Rainbowcups is not responsible for delays in the completion and delivery of Orders resulting from the Customer's failure to provide the correct graphic files or Graphic Design and resulting from the time of their correction and renewed Acceptance.

7. Copyrights to Graphic Designs.

Licenses and copyrights to Graphic Design apply to Customised Products only.

- 7.1. In case the Customer prepares a Graphic Design, all copyrights remain with the Customer or with their respective owners. The Customer grants Rainbowcups a license to use the Graphic Design for the production of the Ordered Customised Products.
- 7.2. In case the Customer orders Graphic Design from Rainbowcups or graphic corrections from Rainbowcups, Rainbowcups grants Customer a license to use the Graphic Design for use solely on the Customised Products ordered from Rainbowcups.
- 7.3. All rights to Graphic Design prepared by Rainbowcups and Ordered by Customer, including but not limited to copyrights, shall remain the property of Rainbowcups and the respective graphic designers.
- 7.4. Modification of a Graphic Design prepared by Rainbowcups requires the prior written consent of Rainbowcups.
- 7.5. The Graphic Design prepared by Rainbowcups may only be used to place an Order with Rainbowcups for Customised Products.
- 7.6. It is forbidden to use any Graphic Design prepared by Rainbowcups other than as set out in Section 7.5, including but not limited to the manufacture of products similar to those listed in the Catalogue, without the use of Rainbowcups.
- 7.7. Graphic Designs prepared by Rainbowcups may not be used as a trademark, industrial design, logo, trademark or part thereof without the written consent of Rainbowcups.
- 7.8. Rainbowcups reserves the right to use in Graphic Design elements from image banks, for which there may be additional usage restrictions imposed by their creators and legitimate copyright owners. These restrictions are passed on to the Customer.
- 7.9. For violation of the license by Customer, Rainbowcups shall be entitled to compensation of 0,015 EUR net per Product ordered, manufactured or shipped without Rainbowcups or 500 EUR net for all other violations. The compensation does not exclude liability for breaches of the terms and conditions of use for elements of the Graphic Designs originating from graphic design banks.
- 7.10. A license to use Rainbowcups' Graphic Design is granted upon delivery of the Order. The license is granted on a revolving condition, that Customer fails to pay the total amount for the ordered Graphic Design on the due date specified on the invoice or Pro-forma.
- 7.11. The restrictions on the use of Graphic Designs apply only to the graphic elements and their layout prepared by Rainbowcups. The restrictions on use Graphic Designs do not apply to materials or Graphic Designs provided by the Customer, in particular logos, whose rights remain with their respective owners.
- 7.12. Regardless of who prepares the Graphic Design, Customer grants a free license to use the image of the finished Customized Products for which the Order is placed, by Rainbowcups and its business partners, particularly in the Catalogue, in the Store, on the websites and Facebook. At the written request of a customer, Rainbowcups will immediately remove the image of the Customised Product.

8. Graphic Design Acceptance.

- 8.1. The Customer's acceptance of the provided by Rainbowcups Graphic Designs constitutes a statement of intent to enter into a Sales Agreement with Rainbowcups.
- 8.2. Before granting Acceptance, the Customer is obliged to verify the correctness of the Graphic Design. Failure to comply with this obligation cannot be the basis for a Complaint.
- 8.3. The Order will be transferred for processing when the Customer pays for the Order or confirms the Order with the payment method "cash on delivery", and additionally in the case of Orders for Customised Products, grants an Acceptance of the Graphic Designs sent to him.
- 8.4. The Customer's Acceptance of the Graphic Design of a Customised Product contained in the Order, means that this part of the Order is transferred for execution and makes it impossible to resign from this part of the Order.
- 8.5. The date of Acceptance of Graphic Design, as the basis for calculating the Delivery Time, shall be the date of Acceptance of all Graphic Designs of the Customised Products included in a given Order.
- 8.6. Rainbowcups is not responsible for delays in the completion and delivery of Orders resulting from the Customer's failure to provide Acceptance or submission of incorrect Graphic Design or inconsistent with the guidelines provided on the appropriate Customised Product template and in the Catalogue.

9. **Payments.**

- 9.1. The date of payment for the Order is the date on which the funds are credited to Rainbowcups bank account.
- 9.2. Payment for the Order can be made:
 - 9.2.1. using bank transfer,
 - 9.2.2. using an integrated payment system, in particular: PayU, PayPal, Klarana, Stripe, debit cards, credit cards, prepaid cards, money order, bank transfer,
 - 9.2.3. making payments upon receipt of the shipment - only in the case of Standard Products.
- 9.3. Rainbowcups reserves the right to limit or extend the payment options available for selected products and Customers. The Customer is not entitled to any claims in this respect.
- 9.4. Rainbowcups is not responsible for delays resulting from the late transmission of data by integrated payment systems.
- 9.5. In the case of Customised Products, payment can also be made before the Customer sends graphic files or Acceptance.
- 9.6. Rainbowcups is not responsible for delays in the completion and delivery of Orders resulting from failure to timely pay for Orders by the Customer.

10. Cancellation of an Order.

10.1. The Customer may withdraw from the Order only in the scope of:

10.1.1. Standard Products - within 7 days from the date of delivery of the Order or before it is delivered. The costs of shipment and return of Standard Products shall be borne by the Customer. If it is necessary to repackage and recalculate these products, the Customer will be charged an additional fee amounting to 25% of the value of the returned Products at the Order price.

10.1.2. Customised Products - until the moment of Graphic Design Acceptance, however, a 100% fee is charged for the ordered graphic services.

10.2. Since the properties of the Ordered Customised Products are strictly defined by the Customer, after Acceptance, it is not possible for the Customer to withdraw from the Agreement in the scope covering these Products.

10.3. Customers who have paid for an Order, that has been cancelled in whole or in part, will receive a refund, less any administration costs resulting from the steps Rainbowcups must undertake to cancel the Order. These costs shall be at a flat rate:

10.3.1. 3% of the net value of the Order, but not less than 25 EUR net if the Customer does not send any graphic files or Graphic Design,

10.3.2. 3% of the net value of the Order increased by 50 EUR net in case of lack of Acceptance of Graphic Design provided by Rainbowcups.

Rainbowcups will then issue a corrective invoice to reduce the value of the Order.

10.4. Customers who have placed an Order and paid for it, but have not sent or granted Acceptance of a Graphic Design, may be contacted by a consultant 14 days after the payment, to arrange further action. Rainbowcups also reserves the right to cancel such an Order without notice to the Customer. The customer is not entitled to any claims in this respect.

10.5. If the Ordered Product is not in stock or the Customer's order cannot be fulfilled due to other reasons, including the fact that the purchase from Rainbowcups suppliers is not possible within the time allowed for the Order, Rainbowcups will inform the Customer of the situation by sending a message to the e-mail address indicated by the Customer or by phone to the number indicated by the Customer, within the time limit set by law. In such a case, the Order or part thereof shall be cancelled. The customer is not entitled to any claims in this respect.

10.6. In the event of errors in the prices of Products or other information provided to the Customer by e-mail or in the Catalogue, under articles 82, 83, 84, 85, 86, 87, 88 of the Civil Code, Rainbowcups reserves the right to cancel such Order and inform the Customer thereof. The customer is not entitled to any claims in this respect.

10.7. Section 10.6 also applies if the information or prices shown in the Catalogue or Store or in the e-mail correspondence differ.

11. Invoicing and debt collection.

- 11.1. The Customer agrees to receive invoices and correction invoices by electronic means.
- 11.2. Invoices shall be issued according to and within the time limits provided for by Polish law.
- 11.3. Reimbursements of amounts resulting from corrective invoices are made within 10 working days after the Customer confirms on written receipt of the corrective invoice.
- 11.4. Reimbursements of amounts not due or resulting from corrective invoices shall be made to the account from which payment was previously received.
- 11.5. Unpaid invoices shall be submitted for collection after a period of one month from the date of delivery of the Products. Debt recovery may be ordered to entities specialising in the recovery of debts and is carried out at the expense of the debtor.
- 11.6. The VAT rate on Products depends on the place of delivery and the VAT registration status in the VIES system http://ec.europa.eu/taxation_customs/vies/.
- 11.7. If the Customer loses his or her EU VAT number during the completion of the Order, his or her invoice for the Products shall be adjusted upwards by the applicable VAT value in the Republic of Poland with the obligation to pay in accordance with whole Section 11. Verification of the VAT number is resolved on the basis of the VIES system for taxpayers from the European Union or on the appropriate website of the Ministry of Finance <https://www.podatki.gov.pl/wyszukiwarki/> for Polish taxpayers. The same applies to customers from the European Union and the Republic of Poland, who do not have a VAT number.

12. Deliveries.

- 12.1. Delivery of the Products is restricted to the European Union (excluding its overseas territories), the EEA (European Economic Area) and countries associated with the European Union, and shall be made to the address specified by the Customer when placing the Order.
- 12.2. Deliveries of Products to locations outside the areas listed in the preceding point require Rainbowcups' separate consent and will be considered on a case-by-case basis.
- 12.3. Delivery of the ordered Products is carried out by specialised courier or transport companies.
- 12.4. Deliveries can be made in whole or in part. If the Customer does not wish to have partial deliveries, he must make such a declaration at the stage of placing the Order.
- 12.5. Deliveries, in particular, the partial deliveries, may be made by different means of transport and by different service providers on various days.
- 12.6. International deliveries outside the European Union are made on the terms and conditions of Incoterms 2010: DAP and require customs clearance. The cost of customs clearance shall be borne by the Customer in accordance with the Catalogue.
- 12.7. Intra-Community Supplies of Goods within the European Union are carried out on the terms Incoterms 2010: DAP and do not require customs clearance.
- 12.8. In the case of exceptional cases of deliveries outside the Republic of Poland under the conditions of Incoterms 2010: EXW, the Customer is obliged to provide Rainbowcups with a copy of documents concerning the export of goods outside the Republic of Poland, in particular, copies of the CMR document signed by the recipient, customs messages IE529 and IE599. If the Customer fails to provide the specified documents to Rainbowcups within 10 days of receiving the goods, Rainbowcups reserves the right to adjust the invoice upwards by the VAT rates applicable in the Republic of Poland with the obligation of an additional payment by the Customer, following whole Section 11.
- 12.9. If the quantities delivered are less than the quantities specified in the Order, in particular, due to the loss of part or all of the consignment by a courier or transport company, or due to quantitative production spreads or other failures, the final invoice shall be corrected accordingly, and the resulting overpayment shall be returned following whole Section 11. The customer is not entitled to any claims in this respect.
- 12.10. In case:
 - a) no possibility of delivery to the Customer,
 - b) the Customer does not accept the delivery,
 - c) change of the delivery address or delivery redirection,
 - d) Customer changes the delivery date,

at the time it chooses, Rainbowcups will invoice the Customer, with the obligation to pay, for each additional day of storage of the Products at the price of 1 EUR for each courier delivery or 10 EUR for each euro pallet and for each subsequent attempted delivery or return to the Rainbowcups warehouse, at a cost equal to the cost of delivery on the Order, Pro-forma or invoice. The next delivery attempt is made only after the Customer has paid the amounts due under this section. If for 60 days there is an inability to deliver to the Customer, or if it is impossible to determine the date of delivery, or if the Customer does not pay the amount due under this point, the Products are disposed of at the Customer's expense at the price of PLN 4 per kilogram of the Products with the obligation to pay.

13. Delivery times.

- 13.1. The Customer is obliged to read the Delivery Times listed in the Catalogue carefully.
- 13.2. Delivery Times are determined separately for each Product and its quantity and are set out in the Catalogue.
- 13.3. Delivery Times apply to Products with the same properties as in the Catalogue. Any deviation from the standard product specifications or packaging in the Catalogue extends the Delivery Times and cannot give rise to any claim by Customer against Rainbowcups.
- 13.4. Delivery times and prices vary from country to country and from region to region, which is reflected in the Catalogue and in remarks, and refers only to the land parts of the territories of the countries or regions concerned.
- 13.5. About the Delivery Time of Order for multiple Products determines the Product with the longest delivery or production time specified in the Catalogue.
- 13.6. Rainbowcups will use its best endeavours to fulfil and ship the Order on the scheduled date, but allows for late delivery of the Order due to, but not limited to, external causes or causes beyond the control of Rainbowcups.
- 13.7. Delivery time is extended additionally by an appropriate number of days, each time in case of events occurring before delivery:
 - 13.7.1. the need for customs clearance,
 - 13.7.2. public holidays and holidays at Rainbowcups,
 - 13.7.3. failure of machinery and computer equipment or interruptions related to their maintenance or extension,
 - 13.7.4. power and water supply interruptions,
 - 13.7.5. lack of access to the Internet,
 - 13.7.6. delays or strikes by transportation companies or other Rainbowcups suppliers, service providers or subcontractors,
 - 13.7.7. natural disasters, epidemics, pandemics, government actions and other force majeure actions not mentioned above.

Delays in Order completion resulting from the reasons mentioned above do not give rise to any liability to Rainbowcups for damages to the Customer.
- 13.8. Rainbowcups will endeavour to inform customers of the causes of extended Delivery Times described in the preceding point.

14. **Complaints.**

- 14.1. A condition for investigating a complaint is that the complaint is made in writing by completing an online complaint form provided by Rainbowcups at the Customer's request by following the instructions contained therein, which is.
- 14.2. The complaint should include the order number, the exact description of the non-compliance, photos and videos confirming the non-compliance, the scope of the complaint request and have completed all other required fields in the online form.
- 14.3. The day of reception of the complaint is the day of complete filling of the online complaint form, including uploading of the photos into the form.
- 14.4. The final deadline for lodging a complaint concerning the delivery, damage to the parcels, Product shortages in the delivery expires on the 5th working day from the moment of receiving the parcel by the Customer (it results from the courier contracts), and for shipments outside the Polish territory, according to the CMR convention, on the 3rd working day. After these deadlines, Rainbowcups does not warrant that any claims related to deliveries can be made.
- 14.5. Complaints related to the quality of courier shipments will be considered based on a damage protocol drawn up jointly with the courier upon receipt of the delivered Products. Lack of a damage protocol may be a reason for Rainbowcups to refuse to accept a complaint. The time for dealing with Complaints concerning deliveries and courier shipments is extended by the time of dealing with them by a courier or transport company.
- 14.6. The final deadline for filing a complaint regarding printing errors is on the 10th working day from the date of receipt of the shipment by the Customer.
- 14.7. Due to technological differences resulting from the way colours are displayed by most computer monitors and printing technology (which uses CMYK or Pantone colour space), comparing the colour of a printout with the colour presented on the monitor is technologically incorrect. The lack of conformity of the colours of the printout with the screen image cannot, therefore, be a reason for a complaint.
- 14.8. Rainbowcups makes efforts to reproduce the colours contained in the Graphic Designs as close as possible. Due to the fact that many printing machines and techniques are used in the printing process, between which there are differences in the representation of some colours, and raw materials from many manufacturers are used, the printing of the same or similar Graphic Design there may occur colour differences. Such a situation may occur when the Order placed earlier is resumed or when several Products are made with the same or similar Graphic Design. These differences cannot be relied upon as a basis for a warranty claim regarding Products supplied by Rainbowcups.
- 14.9. Due to the specification of production machines, materials used and the printing and production process, the following deviations are permitted:
 - 14.9.1. when cutting the sheet for single Customized Product: tolerance up to 2 mm;
 - 14.9.2. when bonding disposable cups and paper bowls: shifts on the longitudinal edge of the bonding resulting in a mismatch between horizontal and vertical graphic elements: tolerance up to 4 mm;
 - 14.9.3. deviations of the fixed colour scheme by +/- 15%, resulting in particular from the properties of the media used and the printing processes;
 - 14.9.4. when wrapping the Product with the second layer of paper, the displacement of the top-down outer layer from the base Product: tolerance up to 3 mm;
 - 14.9.5. shifts of individual colours in relation to each other in the printing process using the pad printing technique: tolerance up to 2 mm;
 - 14.9.6. with pad printing technology, the print elements can distort, shift or rotate, and the repeatability of the print between individual cups is limited. For technical reasons, it is not possible to avoid these effects.;

14.9.7. other tolerances and dimensions given in the Catalogue.

The customer accepts the above and assumes that if a complaint is made for the above reasons, such a complaint will be rejected by Rainbowcups.

- 14.10. The materials used in samples of Rainbowcups Products are examples and may differ from those used in the Products provided. The difference is due to the use of materials from different manufacturers or may be due to a different printing technique.
- 14.11. If the goods are collected by Rainbowcups, if the Customer does not make the goods available for collection on the previously confirmed with Rainbowcups date, the Rainbowcups will invoice the Customer for 50 EUR with the obligation to pay.
- 14.12. Rainbowcups evaluates the validity of a Complaint based on archived samples of Products and tests of returned Products. In order to resolve the complaint, Rainbowcups may require the Customer to return all or part of the Products from the Order. If the complaint is accepted, Rainbowcups shall bear the cost of such a return. Otherwise, the Customer shall be provided with a test report containing photos and/or their recording, and the Customer shall be charged with the cost of collecting and shipping the goods increased by the amount of 60 EUR net as the cost of performing a test of products and its documentation.
- 14.13. If a complaint is rejected, products returned to the Rainbowcups will be returned back to the Customer. If the Customer does not collect the return shipment, the products will be disposed of at the Customer's expense at 1 EUR per each kilogram of products. Shipping and disposal costs will be invoiced to the Customer with payment obligation.
- 14.14. Rainbowcups undertakes to process the complete complaint completed following the instructions on the online complaint form within 30 working days of receipt. In order to complete the complaint procedure, the Customer can be asked to return part or all of the Order. The time of dispatch and waiting for the return of the complained Order extends the time of processing the complaint. If Customer refuses to return a defective Product (whole Order or part of it - at the discretion of Rainbowcups), the complaint is automatically rejected.
- 14.15. The date on which the complaint is considered is the date on which the decision to accept or reject the complaint is sent to the Customer by Rainbowcups.
- 14.16. If a complaint is accepted for a number of Products less than that specified in Catalogue as the Minimum Order Quantity (MOQ), rainbowcups will refund the Customer the amount resulting from the number of defective Products, without the possibility of replacement with nondefective Products. In particular, this applies to defective Customized Products in quantities less than MOQ or in excess over a multiple of MOQ, which are also smaller than MOQ. For example, if 2350 cups with a MOQ of 1,000 are defective, then 2000 cups will be re-manufactured, and for 350 cups the Customer will receive a refund. Returned products will be disposed of at the expense of rainbowcups.
- 14.17. The maximum level of compensation for a complained Order may not exceed 100% of the value of the Order, or if the Customer does not return all complained Products to Rainbowcups, up to 100% of the value of the returned Products.
- 14.18. All reimbursements, payments or debt collections will be made according to whole section 11.
- 14.19. **Rainbowcups is responsible for defects in Products within 6 months of delivery.**
- 14.20. **Rainbowcups' liability is limited to the Products themselves. In the event of defects in the Products, delays or other situations described in these Terms and Conditions, Rainbowcups shall not be liable for any lost Customer benefit.**

15. Final provisions.

- 15.1. Any disputes arising between Customer and Rainbowcups will be settled by a court of competent jurisdiction in the courts for the place where Rainbowcups is located.
- 15.2. Rainbowcups is authorised to amend the Terms and Conditions unilaterally. In such a case, Rainbowcups shall be obliged to notify the Customer of the changes by sending an e-mail to the Customer's address provided when placing an Order or creating an account. Within 3 Business Days from the date of delivery of the amended provisions, the Customer may, by e-mail to info@rainbowcups.eu, deliver to Rainbowcups a notice of objection to the introduction of the proposed amendments. No objection shall be deemed to have been accepted by the expiry of the period referred to above. In the event of an objection, the Customer shall lose the possibility to submit further Orders, and the Parties shall remain bound by the Terms and Conditions in their previous wording until the completion of the ongoing Orders.
- 15.3. Orders and Terms and Conditions have been drawn up in accordance with the Polish law and are subject to it.
- 15.4. If the provisions of the Terms and Conditions in a language other than Polish are inconsistent with the corresponding Polish version, the Polish version of the Regulations shall prevail.
- 15.5. In matters not regulated by these Terms and Conditions, the provisions of the Civil Code, the provisions of the Act on the Provision of Electronic Services and other relevant provisions of Polish law shall apply.

16. List of Annexes:

Annexe 1: Privacy Policy.

Annexe 2: General Data Protection Information.

Annexe 1: Privacy Policy.

1. **Protection of personal data.**

All personal data is collected, processed, and made available on principles consistent with the laws in force in the Republic of Poland. The data collected is intended for use by Rainbowcups only. The User of the Website or the Store gives his/her personal data on a voluntary basis. The provision of some of the data is required due to the specific nature of the provision of selected services of the portal. The User consents to the processing by the operator of personal data provided in the registration form and other services of the Website or Store for information and statistical purposes. Under the terms of the Personal Data Protection Act of 29 August 1997, the user has the right to inspect their data, correct them and request their removal. If you request the deletion of your data, your account will be terminated, or you will be prevented from using certain services of the portal.

2. **Privacy Policy.**

Rainbowcups does not share or sell in any form the personal information we collect about you. Cookies may be used to customise the content and provide certain features of the Website or Store. However, this data is not combined with the personal data of the portal users. Rainbowcups does not share event logs or other information about the use of services that identify users. Only aggregate information in the form of statistical summaries may be made available to entities cooperating with the Operator. Before each publication of personal data of users on the pages of the portal, the Operator obtains consent for such publication.

3. **Use of cookies.**

We use information saved by cookies and similar technologies for advertising and statistical purposes and to adapt our websites to the individual needs of our users. They can also be used by advertisers cooperating with us, research companies, and providers of multimedia applications. You can change the settings for cookies in the Internet browser software.

Using our websites without changing the settings for cookies means that they will be stored in the memory of your device.

Annexe 2: General Data Protection Information.

1. Administrator of your personal data.

The administrator, i.e., the entity deciding how your personal data will be used, is Rainbowcups.

Personal data is stored and processed on Rainbowcups servers and by trusted partners: Google LLC, The Rocket Science Group, OVH Sp. z o.o., H88 S.A., Freshworks, Inc., Profesjonalne Szkolenia Informatyczne Sp. z o.o., Loxxess Polska Sp. z o.o., KM Profit Sp. z o.o. , General Logistics Systems Poland Sp. z o.o. , Raben Logistics Polska Sp. z o.o. .

2. Contact information on the storage of personal data.

Any information about the personal data we have about you, how to process, edit, and delete them is possible via e-mail: gdpr@rainbowcups.eu.

3. Origin of personal data.

We have received your personal data from you:

- when you place an order in our online Store;
- when placing an order via e-mail;
- when sending us an inquiry related to our business;
- during direct meetings with us during trade fairs, conferences, trade negotiations, and others.

4. Purpose and legal basis for the processing of personal data.

We process your personal data:

4.1. in order to perform the contract concluded with you, including to:

- enable us to provide electronic services and to ship the purchased Products;
- execution of contracts concluded within the framework of the Sales Agreement;
- handling complaints;
- handle requests, inquiries you address to us (e.g., by phone, contact form, e-mail address, etc.);
- contact you, including for purposes related to the provision of services;

4.2. for tax and accounting purposes in accordance with the law;

4.3. based on the legitimate interest of Rainbowcups in the purpose:

- handling your requests, inquiries transmitted to us via e-mail and telephone, contact form in case they are not directly related to the performance of the contract;
- debt collection; conducting court, arbitration and mediation proceedings;
- storing data for archiving purposes and ensuring accountability (proving our compliance with legal obligations);

4.4. on the basis of a separate, voluntary consent in the form of saving data in cookies, collecting data from websites and mobile applications;

You can withdraw your consent to the processing of your personal data at any time in the same way as you have given your consent by sending an e-mail to gdpr@rainbowcups.eu. We will process your personal data until you withdraw your consent.

5. Do you need to provide us with your personal data?

We require you to provide us with the following personal information in order to be able to enter into and perform a contract with you and thus provide you with a service:

- e-mail address, name, and surname, correspondence address, telephone - individual customer
- e-mail address, name, and surname, correspondence address, telephone and company data such as: name, address, NIP/EU VAT number - business customer

If for some reason you do not provide this personal information, we will unfortunately not be able to enter into a Sales Agreement with you or respond to your inquiry, and as a result, you will not be able to use Rainbowcups services.

If required by law, we may require you to provide us with other information that is necessary for accounting or tax purposes. Apart from these cases, the provision of your personal data is voluntary.

6. Rights toward Rainbowcups regarding data processing.

We guarantee the fulfilment of all your rights under the General Data Protection Regulation, i.e. the right of access, rectification and deletion of your data, the right to restrict the processing, the right to transfer, not to be subject to automated decision-making, including profiling, and the right to object to the processing of your personal data.

You can exercise these rights when:

- with regard to the request for rectification of data: you will notice that your data is incorrect or incomplete;
- with regard to the request for erasure of data: your data will no longer be necessary for the purposes for which it was collected by Rainbowcups; you will revoke your consent to the processing of your data; you will object to the processing of your data; your data will be unlawfully processed; your data should be deleted in order to comply with a legal obligation;
- in relation to the request to restrict data processing: you notice that your data are incorrect - you may request that your data be restricted to a period of time enabling us to verify the accuracy of your data; your data will be unlawfully processed, but you do not want them to be deleted; your data will no longer be necessary for us but may be necessary for you to defend or assert claims; or you may object to the processing of your data - until it has been established whether a legitimate ground on our part overrides the ground for objection;
- in relation to the request for data transfer: the processing of your data is based on your consent, or a contract concluded with you and if the processing is carried out automatically.

You have the right to lodge a complaint in connection with the processing of your personal data by us to the supervisory authority, which is the President of the Office for Personal Data Protection (address: Office for Personal Data Protection, ul. Stawki 2, 00-193 Warsaw, Poland).

7. **The right to object to the processing of personal data.**

You have the right to object to the processing of your personal data when:

- The processing of your personal data is based on legitimate interest or for statistical purposes, and the objection is justified by the particular situation in which you find yourself,
- Your personal data is processed for direct marketing, including profiling for this purpose.

8. **Making personal data available.**

Your data necessary for the order fulfilment and after the order fulfilment, are transferred to:

- logistics, courier and transport companies,
- of the tax and accounting office.

9. **Retention period of personal data.**

We store your personal data for the duration of the contract concluded with you, as well as after its termination for purposes:

- to pursue claims in connection with the performance of the contract,
- performance of obligations arising from the provisions of law, including in particular tax and accounting obligations,
- prevention of fraud and fraud,
- statistical and archiving data,

for a maximum period of 10 years from the date of termination of the contract.

We store your personal data for marketing purposes for the duration of the contract or until you object to such processing, whichever is the earlier.

10. **Transfer of data outside the European Economic Area.**

Your data will not be transferred outside the European Economic Area.