

TERMS AND CONDITIONS FOR THE SALE OF PUBLICATIONS AND TRAINING COURSES

Polish Ship Register S.A.

1. GENERAL PROVISIONS

1. The sale of publications and training courses by the Polish Register of Shipping S.A., operating at the website: prs.pl, is conducted by: Polish Register of Shipping S.A., with its registered office at: al. Gen J. Hallera 126, 80-416 Gdańsk, operating under Tax Identification Number (NIP): 584-030-44-72, REGON: 000144992, entered in the Register of Entrepreneurs of the National Court Register under KRS number: 000144992, share capital: PLN 8,000,000, fully paid up.
2. These Terms and Conditions for the Sale of Publications and Training Courses set out the rules for making purchases on the website: Polski Rejestr Statków S.A., and in particular the rules and procedure for concluding distance sales contracts via the prs.pl website, as well as the complaints procedure and the procedure for the Consumer or an Entrepreneur with consumer rights to withdraw from the contract.
3. With regard to services provided electronically, these Terms and Conditions constitute the terms and conditions referred to in Article 9 of the Act on the Provision of Electronic Services of 18 July 2002 (Journal of Laws 2024.1513, consolidated text of 14 October 2024). These Terms and Conditions come into force on 19 February 2025 and may be updated, in particular in the event of legal or organisational changes affecting the scope of the services provided. Any amendment to these Terms and Conditions will be announced on the website at least 14 days before it comes into force.
4. These Terms and Conditions are intended for all Customers. All Customers are required to familiarise themselves with the provisions of these Terms and Conditions before making a purchase.
5. Every Customer is obliged to comply with the provisions of the Terms and Conditions. Sales are conducted in accordance with the version of the Terms and Conditions in force at the time the order is placed.
6. Every Customer may view the Terms and Conditions at any time by clicking on the 'Terms and Conditions of Sale' hyperlink on the Shop's website: prs.pl. The Terms and Conditions may be downloaded and printed at any time.
7. All information contained on the Shop's website: prs.pl, relating to the Products (including prices), does not constitute an offer within the meaning of Article 66 of the Act of 23 April 1964 – Civil Code (Journal of Laws 2024.1061, consolidated text of 17 July 2024), but rather an invitation to conclude a contract, within the meaning of Article 71 of the Act of 23 April 1964 – Civil Code (Journal of Laws 2024.1061, consolidated text of 17 July 2024). By submitting the Order Form, the Customer makes an offer to purchase and take delivery of the specified Goods at the price and on the terms set out in the description.

2. DEFINITIONS

Terms and Conditions – this set of rules governing the use of the Sales Services by Customers.

Consumer – a natural person entering into a Contract with the Seller via the Shop for a purpose not directly related to their business or professional activity.

Entrepreneur with Consumer Rights – a natural person entering into a civil law contract via the Shop, directly related to their business activity, where it is apparent from the content of that contract that it is not of a professional nature for that person, as evidenced in particular by the nature of their business activity, as disclosed under the provisions governing the Central Register and Information on Economic Activity. For the purposes of these Terms and Conditions, it is assumed that, in the absence of any distinction between the two groups of entities indicated, the Terms and Conditions apply to both Consumers and Entrepreneurs with Consumer Rights.

Customer – a natural person (including a Consumer) who is at least 13 years of age (provided they have obtained the consent of their legal representative), a legal person, or an organisational unit that is not a legal person but to which specific provisions confer legal capacity, and who makes use of the Services provided by the Shop.

Order Form – a service available on the Shop's website, through which the Customer may make a purchase, in particular by adding Goods to the basket and specifying certain terms of the Contract of Sale, including the method of delivery and payment.

Shop/Sales of Publications and Training Courses – a website operated by the Seller, accessible at the domain prs.pl, through which the Customer may view the range of products on offer, place Orders for Products and Goods, and enter into distance sales contracts.

Seller – Polski Rejestr Statków S.A. (PRS), with its registered office at: al. gen Hallera 126, entered in the Register of Entrepreneurs maintained by the District Court in Gdańsk, Commercial Division, under KRS number: 0000019880, Tax Identification Number (NIP): 584-030-44-72, share capital: PLN 8,000,000, fully paid up, which, in the course of its commercial or professional activities, offers goods for sale via its website.

Goods – movable property which is the subject of a transaction between the Shop and the Customer, the terms of sale for which are set out in the Order Form.

Goods with digital elements – goods containing digital content or a digital service, or linked to them in such a way that the absence of the digital content or digital service would prevent them from functioning properly.

Product – any goods or services, including immovable property, digital services and digital content, as well as rights and obligations.

Product – goods or services, including digital services and digital content within the meaning of the Act of 30 May 2014 on consumer rights (Journal of Laws 2024.1796, consolidated text of 6 December 2024), offered by the Seller in physical or electronic form.

Digital environment – computer hardware, software and network connections used by the Customer to access or use digital content or a digital service.

Integration – the linking of digital content or a digital service with elements of the Customer's digital environment and their incorporation into those elements in order to ensure compliance with the Contract for the supply of digital content or a digital service.

Compatibility – the ability of digital content, a digital service or goods to work with computer hardware or software that is typically used to access digital content, a digital service or goods of the same type, without the need for conversion.

Functionality – the ability of digital content, a digital service or goods to perform their functions, taking into account their intended purpose.

Interoperability – the ability of digital content, a digital service or goods to interact with computer hardware or software other than that typically used to access digital content, a digital service or goods of the same type.

Online trading platform – a service utilising software, including a website, part of a website or an application, operated by or on behalf of a trader, through which consumers are enabled to conclude distance contracts with other traders, or natural persons who are not traders are enabled to conclude distance contracts with other natural persons who are not traders.

Online trading platform provider – a trader who operates an online trading platform, provides an online trading platform to entities, or enables the use of such a platform.

Contract – a distance contract for the sale of Goods, concluded by the Customer via the Shop, usually via the Order Form.

GDPR – 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), OJ L 119, 4 May 2016, pp. 1–88.

3. ACCEPTANCE AND FULFILMENT OF ORDERS

1. A condition of purchasing Publications or Training Courses is that you have read and accepted these Terms and Conditions. By placing an order, the Customer accepts the content of these Terms and Conditions.
2. The price stated in the order represents the total amount the Customer is obliged to pay, including applicable tax (gross price). Delivery costs are not included in the price, as they depend on the delivery method chosen by the Customer.
3. If the Consumer is required to make a payment exceeding the agreed price described in the previous paragraph, the Seller shall immediately inform the Consumer of this fact, explaining the reason for the price difference. The Consumer shall only be charged additional costs after their express consent has been obtained.
4. The Seller reserves the right to change the prices listed on the website, introduce new Products for sale, run and cancel promotional campaigns, or make changes to them, in accordance with applicable law.
5. Where a promotion is introduced, the Website informs Customers of the lowest price of the Product over the last 30 days. If the Product has been on sale for less than 30 days, the pre-promotion price is the lowest price since the Product was first made available for sale. This information is displayed alongside the promotional price of the Product.
7. Orders from Customers are accepted via the Order Form submitted via the website: prs.pl or by email to: fm@prs.pl for Publications or rk@prs.pl for Training Courses, 7 days a week, 24 hours a day.
8. To order a Product, the Customer selects the Item they are interested in, clicks the 'Order with collection / home delivery' button for Publications and 'Sign up and pay' for Training Courses, located next to the Product description, and then, in the next step, completing the Order Form and clicking to confirm the purchase.
9. Once the order has been placed, the Customer receives an order confirmation at the email address provided in the Order Form. The sales contract is concluded upon the Customer's receipt of the order confirmation from the Seller.
10. Once the Customer has received confirmation that the offer has been accepted – and thus once the Contract of Sale has been concluded – the Seller begins processing the order, whereby:
 - a) in the case of an order paid on delivery – this begins no later than the next working day following confirmation by the Seller.

b) in the case of an order paid by standard bank transfer – fulfilment begins once the payment for the order has been credited to the Shop's bank account.

11. Orders are processed during business hours (on working days, Monday to Friday, from 7.00 am to 3.00 pm). Orders placed on working days after 3.00 pm, or on Saturdays, Sundays or public holidays, will be processed on the next working day.

12. The Customer will receive a message confirming that the order has been accepted for processing, which is understood as the Seller's declaration of acceptance of the offer. Upon receipt of this message by the Customer, the Contract of Sale is concluded. The Seller reserves the right to refuse to fulfil an order in the following cases:

- a) the Customer providing incorrect or incomplete details;
- b) the Product is out of stock;
- c) suspicion of fraud or a breach of the Terms and Conditions.

13. A VAT receipt is issued for every order. At the Customer's request, a VAT invoice will also be issued and sent to the Customer in electronic form (Section 106b(3) of the Act of 11 March 2004 on Tax on Goods and Services (Journal of Laws 2024.361, consolidated text of 13 March 2024)).

14. The available means of communication between the Customer and the service are:

- a) Email – fm@prs.pl (Publications) and rk@prs.pl (Training);
- b) Telephone – +48 58 75 11 315 (Publications) and +48 58 75 11 115 (Training);
- c) Postal address – al. gen. J. Hallera 126, 80-416 Gdańsk, Poland;
- d) Address for exercising the right to withdraw from the Contract: al. gen. J. Hallera 126, 80-416 Gdańsk.

15. The Seller does not verify the authenticity of Customer reviews regarding Products purchased from the Shop.

4. DELIVERY AND DELIVERY COSTS

1. The shipping charge (in PLN) is 15 PLN net.

2. Orders placed in the Shop are processed exclusively on working days. Orders placed on Saturdays, Sundays and public holidays will be processed on the next working day.

3. The estimated delivery time is usually 5 working days. This includes the order processing time – i.e. gathering the Products for the order – and the estimated delivery time, which is from 24 hours for deliveries within Poland.
4. The Seller is not liable for delays caused by the carrier; however, the Seller undertakes to take steps to ensure delivery.
5. Upon receipt of a parcel delivered by a courier, the Customer should, in the courier's presence, carefully check the contents and completeness of the parcel, the condition of the outer packaging and the condition of the ordered Product. In the event of damage to the parcel, the Customer should draw up a damage report together with the courier, in two identical copies signed by the Customer and the courier.
6. It is possible to collect the ordered Product in person from the Seller's premises at the following address: Polski Rejestr Statków S.A., al. gen. Józefa Hallera 126, 80-416 Gdańsk, during the Seller's opening hours.

5. PAYMENT METHODS

1. The following payment methods are available through the Shop:
 - 1) cash on delivery – upon receipt of the parcel;
 - 2) by bank transfer;
 - 3) online via the external INGpay payment system, operated by ING Bank Śląski S.A., with its registered office in Katowice;
 - 4) BLIK payments;
 - 5) by payment card;
2. Detailed terms and conditions for making payments via banks or other available services are set out in the relevant terms and conditions of the respective banks and services.
3. A customer who has chosen the bank transfer option is obliged to pay for the order placed within five (5) working days of the date the order was placed. Otherwise, the Seller's offer is not binding and the order will be removed from the system. It is sufficient to state only the order number in the payment reference. It is possible to extend the payment deadline, provided the Shop's customer service team is notified in advance: fm@prs.pl (email), +48 58 75 11 315 (tel).

6. COMPLAINTS AND LIABILITY

1. The Seller is liable for any non-conformity of the Product with the Contract. The provisions of the Act of 23 April 1964 – Civil Code (Journal of Laws 2024.1061, consolidated text of 17 July 2024), concerning the warranty for defects, shall not apply.
2. The Seller shall be liable for any lack of conformity of the Product with the Contract, provided that such lack of conformity exists at the time of delivery and is discovered within two (2) years of that time, unless the Product's shelf life, as specified by the Seller, its legal predecessors or persons acting on their behalf, is longer. It is presumed that any lack of conformity of the Product with the Contract which becomes apparent within two (2) years of the Product's delivery existed at the time of delivery, unless proven otherwise or unless this presumption is incompatible with the nature of the Product or the nature of the lack of conformity with the Contract.
3. If the Product is not in conformity with the Contract, the Consumer or a Business with Consumer Rights may demand that it be repaired or replaced. The Seller may replace the Product where the Consumer or a Business with Consumer Rights demands repair, or the Seller may repair the Product where the Consumer or a Business with Consumer Rights demands a replacement, if bringing the Product into conformity with the Contract in the manner chosen by the Consumer or the Business with Consumer Rights is impossible or would entail excessive costs for the Seller. If repair and replacement are impossible or would entail excessive costs for the Seller, the Seller may refuse to bring the Product into conformity with the Contract.
4. The Seller shall carry out the repair or replacement within a reasonable time from the moment the Consumer or a Business with Consumer Rights informs the Seller of the lack of conformity with the Contract, and without undue inconvenience to the Consumer or a Business with Consumer Rights, taking into account the nature of the Product and the purpose for which the Consumer or a Business with Consumer Rights purchased it. The costs of repair or replacement, including in particular the costs of postage, transport, labour and materials, shall be borne by the Seller. To this end, the Consumer or a Business with Consumer Rights shall make the Product, which is subject to repair or replacement, available to the Seller. The Seller shall collect the Product from the Consumer or a Business with Consumer Rights at its own expense. If the Product has been installed before the non-conformity of the Product with the Contract became apparent, the Seller shall dismantle the Product and reinstall it after repair or replacement, or arrange for these activities to be carried out at its own expense.

5. If the Product is not in conformity with the Contract, the Consumer or a Business with consumer rights may make a claim for a price reduction or withdraw from the Contract where:

- a) the Seller has refused to bring the Product into conformity with the Contract;
- b) the Seller has failed to bring the Product into conformity with the Contract;
- c) the Product's lack of conformity with the Contract persists, despite the Seller having attempted to bring the Product into conformity with the Contract;
- d) the lack of conformity of the Product with the Contract is so significant that it justifies a price reduction or withdrawal from the Contract, without first requesting its repair or replacement;
- e) it is clear from the Seller's statement or the circumstances that the Seller will not bring the Product into conformity with the Contract within a reasonable time or without undue inconvenience to the Consumer or a Business acting as a Consumer.

6. The reduced price must be in the same proportion to the price specified in the Contract as the value of the Product not in conformity with the Contract bears to the value of the Product in conformity with the Contract. The Seller shall refund to the Consumer or a Business with Consumer Rights the amounts due as a result of the exercise of the right to a price reduction without delay, and no later than within fourteen (14) days from the date of receipt of the Consumer's or the Business with Consumer Rights' notice of the price reduction.

7. A Consumer or a Business with Consumer Rights may not withdraw from the Contract if the Product's lack of conformity with the Contract is minor. It is presumed that the Product's lack of conformity with the Contract is significant if it prevents the Product from being used for its intended purpose or significantly limits its functionality.

8. In the event of withdrawal from the Contract, the Consumer or a Business with Consumer Rights shall return the Product to the Seller without delay at the Seller's expense. The Seller shall refund the price to the Consumer or a Business with Consumer Rights without delay, no later than within fourteen (14) days from the date of receipt of the Product or proof of its return, using the same method of payment as that used by the Consumer, unless the Consumer or a Business with Consumer Rights has expressly agreed to a different method of refund which does not entail any costs for them.

9. Complaints regarding Products may be submitted:

- a) in writing, to the Seller's registered office at: al. gen. J Hallera 126, 80-416 Gdańsk, Poland;
- b) by email, to the following email address: fm@prs.pl .

10. The complaint should include:

- a) the details of the person making the complaint (full name, postal address, email address and contact telephone number);
- b) a statement of the reason for the complaint and the nature of the request;
- c) the Order number, as shown on the Order confirmation;
- d) the original or a copy of the proof of purchase (e.g. a receipt or invoice) may facilitate the submission of the complaint, but is not essential for its submission.

11. The above provisions do not preclude the Seller from providing a warranty for the purchased Products, as set out in separate warranty terms and conditions.

12. The Seller is obliged to consider the complaint within 14 days of receiving it. Failure to respond shall be deemed to constitute acceptance of the complaint.

13. The Seller shall not be liable for any temporary inability to use the services caused by technical reasons.

14. The Seller shall not be liable for losses resulting from force majeure, including failures of ICT systems, cyber-attacks, interruptions to the internet supply or administrative decisions beyond the Seller's control.

15. In the case of services provided by third parties (e.g. payment operators, hosting service providers), the Seller shall not be liable for their acts or omissions.

16. All content made available by the Seller is protected under the provisions of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws 2025.24, consolidated text of 9 January 2025).

17. The Customer is not entitled to copy, distribute or use the content in a manner contrary to its intended purpose or applicable legislation.

18. In the event of a copyright infringement, the Seller may take appropriate legal action, including claiming damages in accordance with general principles.

7. RIGHT OF WITHDRAWAL

1. In accordance with the Act of 30 May 2014 on consumer rights (Journal of Laws 2024.1796, consolidated text of 6 December 2024) A Consumer or a Business with Consumer Rights may withdraw from the Contract relating to Products purchased in the Shop without giving any reason by submitting a written statement to that effect within fourteen (14) days from the date of delivery of the Goods (i.e. from the date on which the Consumer or the Business with Consumer Rights took possession of the Goods). This time limit shall be deemed to have been met,

if the Consumer or a Business with Consumer Rights sends the notice before the deadline expires.

2. The Consumer or a Business with Consumer Rights may withdraw from the Contract by submitting a notice of withdrawal to the Seller. A model notice is set out in Appendix 1 to these Terms and Conditions. A Consumer or a Business with Consumer Rights loses the right to withdraw from the Contract in the case of the supply of digital content not recorded on a tangible medium, provided that all of the following conditions are met:

- a) the digital content was supplied within 14 days of the conclusion of the Contract;
- b) the Consumer or a Business with Consumer Rights has consented to the immediate commencement of performance;
- c) the Consumer or a Business with Consumer Rights was informed, prior to the commencement of performance, of the loss of the right of withdrawal;
- d) the Seller has sent the Consumer or the Business with Consumer Rights a confirmation of the conclusion of the Contract, together with information regarding the loss of the right of withdrawal.

3. The notice of withdrawal from the Contract must be sent to the following address: al. gen. J. Hallera 126, 80-416 Gdańsk, Poland.

4. The Consumer or a Business with Consumer Rights shall return the Goods to the Seller within fourteen (14) days of the date on which they withdrew from the Contract. To meet the deadline, it is sufficient to post the Goods back before the deadline expires.

5. The consumer or a business operating as a consumer shall bear only the direct costs of returning the Goods.

6. The Goods must be returned to the Seller's address: al. gen. J. Hallera 126, 80-416 Gdańsk, Poland.

7. The Seller shall, within fourteen (14) days from the date of receipt of the notice of withdrawal from the Contract, shall refund to the Consumer or a Business with Consumer Rights all payments made by them, including the cost of delivery of the Goods; however, the refund shall not be made until the Goods have been received back or the Consumer or a Business with Consumer Rights has provided proof of their return. The refund will be made to the same account.

8. If the Consumer or a Business with Consumer Rights has chosen a method of delivery other than the cheapest method offered by the Seller, the Seller is not obliged to reimburse the Consumer or the Business with Consumer Rights for any additional costs incurred by them.

9. The Seller will refund the payment using the same payment method as that used by the Consumer or the Business with Consumer Rights.

10. The Consumer or a Business with Consumer Rights shall be liable for any reduction in the value of the Product resulting from its use in a manner exceeding that necessary to ascertain the nature, characteristics and functioning of the Product.

11. The right to withdraw from the Sales Contract does not apply to a Consumer or a Business with Consumer Rights in respect of a Contract:

- a) where the subject matter of the contract is non-prefabricated Goods, manufactured in accordance with the specifications of the Consumer or a Business with consumer rights, or intended to meet their individual needs;
- b) where the subject matter of the contract is Goods that are liable to deteriorate rapidly or have a short shelf life;
- c) where the subject matter of the supply is alcoholic beverages, the price of which was agreed upon conclusion of the Contract, the delivery of which may take place only after 30 days have elapsed, and the value of which depends on market fluctuations over which the Seller has no control;
- d) where the subject of the supply is Goods delivered in sealed packaging which, once opened, cannot be returned for health or hygiene reasons, if the packaging was opened after delivery;
- e) where the subject matter of the supply consists of Goods which, by their nature, are inseparably combined with other goods upon delivery;
- f) where the subject matter of the contract consists of audio or video recordings or computer software supplied in sealed packaging, if the packaging has been opened after delivery;
- g) the supply of newspapers, periodicals or magazines, with the exception of a subscription contract;
- h) where the price or remuneration depends on fluctuations in the financial market over which the Seller has no control, and which may occur before the expiry of the withdrawal period;
- i) o the supply of Goods with digital elements, digital services or digital content, not supplied on a tangible medium, for which the Consumer or a Business acting as a Consumer is obliged to pay the price,

if the Seller has commenced performance with the express and prior consent of the Consumer or a Business with Consumer Rights, who was informed prior to the commencement of performance that, once the Seller has fulfilled the performance, they will lose the right to withdraw from the Contract, and who acknowledged this, and the Seller provided them with confirmation;

j) concluded by way of a public auction;

k) for the provision of services relating to accommodation (other than for residential purposes), the carriage of goods, car hire, catering, leisure services, or entertainment, sporting or cultural events, where the Contract specifies the date or period of service provision;

l) where the Consumer or a Business acting as a Consumer has expressly requested that the Seller visit them to carry out urgent repairs or maintenance; if the Seller additionally provides services other than those requested by the Consumer or a Business with Consumer Rights, or supplies goods other than spare parts necessary for the repair or maintenance - the Consumer or a Business acting as a Consumer is entitled to withdraw from the Contract in respect of such additional Services or Goods;

m) the provision of services for which the Consumer is obliged to pay a price, in cases where the Consumer or a Business acting as a Consumer has expressly requested the Seller to visit them to carry out a repair, and the service has already been fully performed with the express and prior consent of the Consumer or the Business acting as a Consumer.

12. The right to withdraw from a distance contract is available to Consumers and Business Customers with consumer rights.

8. OUT-OF-COURT DISPUTE RESOLUTION

1. Should the complaints procedure fail to produce the result expected by the Consumer, the Consumer may resort to out-of-court dispute resolution methods, including:

a) Mediation conducted by the Provincial Inspectorate of Trade Inspection – the Consumer may submit a request for mediation, which is free of charge and aims to reach an amicable settlement of the dispute. The Inspectorate competent for the Consumer is can be be found at the website: https://www.uokik.gov.pl/wazne_adresy.php#faq595.

b) Permanent Consumer Arbitration Court at the Provincial Trade Inspection Authority – A consumer may apply for the case to be settled by an arbitration court. The procedure is free of charge, and a list of courts is available at: https://www.uokik.gov.pl/wazne_adresy.php#faq596.

c) Assistance from the municipal or district consumer ombudsman – A consumer may seek assistance from the locally competent consumer ombudsman, who may undertake mediation or provide advice.

d) The European ODR (Online Dispute Resolution) platform – Consumers may lodge a complaint via the EU's ODR online platform, available at: <https://ec.europa.eu/consumers/odr>, which facilitates the out-of-court resolution of disputes arising from contracts concluded electronically.

Detailed information on out-of-court dispute resolution methods can be found on the website of the Office of Competition and Consumer Protection: <https://www.uokik.gov.pl>.

2. This section, entitled 'Out-of-court dispute resolution', does not apply to traders acting as consumers.

3. The supervisory authority responsible for the protection of consumer rights is the Office of Competition and Consumer Protection (UOKiK). A consumer has the right to refer a matter to UOKiK in the event of a breach of their rights.

9. PROTECTION OF PERSONAL DATA

1. By placing an order, the Customer consents to the processing of the personal data they have provided, for the purposes of fulfilling and handling the order, by the Seller, who is also the data controller within the meaning of Article 13 of the GDPR.

2. The Seller is the data controller of the personal data provided by the Customer whilst using the Shop.

3. Personal data held in the Seller's database is not disclosed to entities not involved in the performance of the Contract. The Customer's personal data may be disclosed to:

a) to entities providing IT and hosting services;

- b) electronic payment operators;
- c) courier and postal companies carrying out deliveries;
- d) law firms and accounting service providers – where this is necessary for the performance of the contract or to comply with legal obligations.

4. In accordance with Article 15 of the GDPR, the Customer has the right to access their personal data, to rectify their data (Article 16 of the GDPR), to erasure of data ('the right to be forgotten') in the cases provided for in Article 17 of the GDPR, to restriction of processing (Article 18 of the GDPR), to data portability (Article 20 of the GDPR), to object to the processing of data on the basis of the controller's legitimate interests (Article 21 of the GDPR), and to withdraw consent at any time if the processing is based on such consent (withdrawal of consent does not affect the lawfulness of processing carried out prior to its withdrawal). The Seller guarantees every Customer the right to control their personal data being processed.

5. The provision of personal data is voluntary; however, failure to consent to the processing of personal data will prevent the Customer's order from being fulfilled.

6. The Customer's personal data is processed on the basis of Article 6(1)(b) of the GDPR, i.e. for the purpose of fulfilling and processing the order, as well as for taking steps prior to entering into a contract at the Customer's request. Where data is processed for marketing purposes, the legal basis is Article 6(1)(f) of the GDPR (the controller's legitimate interests), and where activities require consent – Article 6(1)(a) of the GDPR.

7. The Customer's personal data is retained for the period:

- a) necessary for the performance of the Contract, and subsequently for the period required by law (e.g. accounting and tax obligations – 5 years from the end of the year in which the tax liability arose),
- b) until consent is withdrawn – in the case of data processing based on consent,
- c) until a valid objection to the processing is lodged – in the case of processing based on the controller's legitimate interests.

8. The Seller processes the following personal data of the Customer:

- a) first name and surname,
- b) email address,
- c) telephone number,
- d) delivery address,

- e) invoice details (if a VAT invoice is requested),
- f) payment details.

9. Detailed information regarding personal data and privacy protection can be found under the 'Privacy Policy' tab on the Shop's website.

10. The customer has the right to lodge a complaint with the President of the Office for Personal Data Protection if they consider that their data is being processed in breach of the provisions of the GDPR.

11. Any requests relating to the protection of personal data may be addressed to the Controller:

a) in writing: al. gen. J. Hallera 126, 80-416 Gdańsk, Poland,

b) by email: fm@prs.pl .

12. The Controller has implemented appropriate technical and organisational measures to ensure the protection of the personal data being processed, in accordance with the requirements of the GDPR.

10. FINAL PROVISIONS

1. These Terms and Conditions set out the rules for the conclusion and performance of the Contract for the Sale of Publications and Training Courses available on the prs.pl website.

2. The Sales Contract is concluded between the Customer and the Seller.

3. These Terms and Conditions are available to all Customers in electronic form on the Shop's website: prs.pl, under the 'Shop Terms and Conditions' tab.

4. In order to use the Shop's Services, you must have devices capable of accessing the internet and a web browser (Google Chrome, Mozilla Firefox, Microsoft Edge, Safari) capable of displaying web pages, as well as an email address to which information regarding the fulfilment of your order can be sent. You must also enable cookies and JavaScript. The Seller shall not be liable for any inability to use the Services resulting from the Customer's failure to meet the above technical requirements.

5. It is prohibited for any person, including Customers, to post unlawful content on the prs.pl website.

6. In matters not covered by these Terms and Conditions, the relevant provisions of generally applicable law shall apply.

7. These Terms and Conditions do not exclude or limit any rights of the Customer, as a Consumer, to which they are entitled under mandatory provisions

. In the event of a conflict between the provisions of these Terms and Conditions and mandatory provisions of law granting rights to consumers, the provisions of law shall take precedence.

8. Any provisions of these Terms and Conditions that are less favourable to the Consumer than the provisions of the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2024.1796, consolidated text of 6 December 2024) shall be void, and the provisions of the Act shall apply in their place.

9. Should any provision of these Terms and Conditions be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In such a case, the Parties shall replace the invalid or unenforceable provision with another that most closely reflects the intended economic purpose. This shall apply mutatis mutandis to any gaps in these Terms and Conditions.

10. Where the Customer is a business, any disputes arising from the performance of the Sales Contract shall be settled by the court having jurisdiction over the Seller's registered office,

11. The Customer undertakes to use the services offered by the Seller in a manner consistent with the law, the principles of good faith and public policy.

Appendix 1: Form of withdrawal from the Contract by the Consumer and a Business acting as a Consumer

Town/Village: _____, on: _____

Consumer/Business with consumer rights: First name

and surname: _____

Address: _____

Email: _____

Tel: _____

Business:

Name: Polski Rejestr Sądów S.A.

Address: al. gen. J. Hallera 126, 80-416 Gdańsk, Poland

FORM FOR WITHDRAWAL FROM A CONTRACT BY A CONSUMER OR A
TRADER ACTING AS A CONSUMER

I hereby, acting pursuant to Article 27 of the Act of 30 May 2014 on consumer rights (i.e. Journal of Laws of 2020, item 287, as amended), which reads as follows:

Article 27 of the Consumer Rights Act

A consumer who has concluded a distance contract or an off-premises contract may withdraw from it within 14 days without giving any reason and without incurring any costs, except for the costs specified in Article 33, Article 34(2) and Article 35.

I hereby give notice of my withdrawal from the contract concluded on ____, concerning:

In view of the above, I kindly request the refund of the following sum, arising from
from withdrawal from the contract: _____ zł (in
words:

_____), to be paid into the following bank
account number: _____.

Notice:

A Consumer, as well as a Business with Consumer rights, has the right to withdraw from the Contract within 14 days, without giving any reason, and in the case of a Contract concluded during an unsolicited visit to the Consumer's place of residence or habitual abode, or during a trip – within 30 days. The period for withdrawing from the Contract expires 14 days after the date on which the Contract was concluded, or on which the Consumer took possession of the goods/batch of goods or part thereof, or on which a third party, other than the carrier and designated by the Consumer, took possession of the goods/batch or part; and in the case of a Contract concluded during an unsolicited visit to the Consumer's place of residence or habitual residence, or during a trip – 30 days after the date on which the Consumer took possession of that item or batch of items.

To exercise the right to withdraw from the Contract, the Consumer must inform the Seller, i.e. Polski Rejestr Statków S.A., at the following address: al. gen. J. Hallera 126, 80-416 Gdańsk, or by email to: nm@prs.pl, of their decision to withdraw from the Contract by means of an unambiguous statement sent by post or email. The Consumer may use the model withdrawal form attached to these Terms and Conditions, although this is not mandatory. The deadline is deemed to have been met if the Consumer has sent notification of their intention to exercise their right to withdraw from the Contract before the expiry of the withdrawal period. The Consumer should return or hand over the Product to the Seller at the following address: al. gen. J. Hallera 126, 80-416 Gdańsk, without delay, and in any event no later than 14 days from the date on which they informed the Seller of their withdrawal from the Contract. This deadline is deemed to have been met if the Consumer has returned the Product to the Seller before the expiry of the 14-day period.

In the event of withdrawal from the Contract, the Seller shall refund to the Consumer all payments received from the Consumer, including the costs of delivering the Product (with the exception of additional costs resulting from the Consumer's choice of a delivery method other than the cheapest and standard delivery method offered by the Seller), without undue delay, and in any event no later than 14 days from the date on which the Seller was informed of the Consumer's intention to exercise their right to withdraw from the Contract. The Seller may withhold the refund until the Product has been received or until the Consumer has provided proof of its return, whichever occurs first. The Seller shall refund the payment using the same payment method used by the Consumer in the original transaction, unless the Consumer has expressly agreed

to a different arrangement – in any event, the Consumer shall not incur any charges in connection with this refund.

Yours faithfully

(handwritten signature of the Consumer/Business acting as a Consumer)