

**Gunfire.pl**  
**ONLINE SHOP'S REGULATIONS**

**§ 1 General Provisions**

1. The Regulations of using the online store (hereinafter referred to as the **Shop**), located at [www.GunFire.pl](http://www.GunFire.pl) (hereinafter referred to as the **Regulations**), determines the rules of using the Shop.
2. The Shop carries a mail-order sale of goods (hereinafter referred to as the **Products**), in particular:
  - a) replica guns (ASG) and accessories
  - b) replica tactical equipment
3. A sale of the Products referred to in paragraph 2 is carried out in Poland. The Shop may carry a mail-order sale in other countries as well.
4. The owner of the Shop (hereinafter referred to as the **Seller**) is: GFC Group LTD. Krzywoustego 21/1E, 51-165 Wrocław, the share capital of 100 000 PLN, entered into the National Court Register kept by the District Court of Wrocław-Fabryczna, KRS 319 504, NIP: 895-193 - 1931-1955, REGON: 020830298.
5. Contact with the Seller is possible by:
  - a) contact form available at: <http://gunfire.pl/Contact-cabout-eng-122.html>
  - b) e-mail;
  - c) post; the mailing address of the Seller: GFC GROUP LTD. ul. Trzebnicka 5, 55-114 Kryniczno Wisznia Mała
  - d) telephone number: +48 71 325 61 96, Monday-Friday 8a.m.-4p.m.

**§ 2 Products**

1. Customers prior to a purchase of the Products should take into account the Products' characteristics, as defined in the descriptions. By virtue of the use of the Products, it is important to familiarize yourself with the requirements of ensuring their safe use.
2. The purchased Product may deviate in terms of appearance (e.g. color of the Product, the proportions of the Product) from the images displayed on the Shop's website. Differences resulting from hardware settings do not constitute grounds for the complaint of the purchased Product.

**§ 3 Using the Shop**

1. The Customers who intend to make a purchase in the Shop are required to:
  - a. register by creating the user account, according to the procedure provided at: <http://gunfire.pl/client-new.php?register>
  - b. get acquainted with the Regulations and accept its articles;
2. The Customer of the Shop may be any person with full legal capacity.
3. Proper use of the Shop requires from the Customer: Internet access, properly configured Web browser that accepts cookies - Microsoft Internet Explorer version not lower than 7.0 or Mozilla Firefox not lower than 3.0 with installed Adobe Flash plug-in, actively and correctly configured e-mail account.

**§ 4 Privacy**

1. Copyrights to any content posted on the Shop website are entitled to the Seller and shall be protected under the Act of 4 February 1994 on Copyright and Related Rights (Dz. U. z 1994 r., Nr 24, poz. 83).

2. Contents that are not subject to copyright (e.g. pictures of Products) are also protected. The use of these contents without the Seller's permission means the act of unfair competition.

### **§ 5 Sales Contract Conclusion**

1. Information contained in the Shop, in particular, descriptions, specifications and prices of the Products, is an invitation to conclude a contract within the meaning of Art.71 of Polish Civil Code.
2. Pricing information presented on the Shop website is binding upon the moment the Customer receives an e-mail (as described in paragraph 4 below). This price will not change, regardless of price changes in the Shop.
3. Placing an order means submitting the offer by the Customer in the meaning of Art. 66 of Polish Civil Code.
4. After placing an order – in case of the e-mail address being provided – the Customer receives an e-mail informing him of the fact that the process of order fulfillment has begun.
5. The sales contract is concluded as soon as the Customer receives an e-mail with the Seller's declaration confirming that the ordering process has begun.
6. The Customer is entitled to resign from the contract. To do so, please call our Customer Service at +48 71 325 61 96, but no later than at 3p.m. (Polish time) on the day of receiving an e-mail informing that your order is ready to be sent.

### **§ 6 Changes in Order**

1. Information on the availability of the Product put on the Shop's website is verified by the Seller every time after the ordering process has begun.
2. In case of the Product being unavailable in the quantity ordered by the Customer, even if the information on the website stated differently, the Customer will be informed about it by an e-mail or by telephone, immediately, but not later than 30 days from the date of the sales contract, together with an indication that:
  - a) the Seller has withdrawn from the contract due to the fact that the ordered Product is out of stock and it is impossible to indicate the time when the Product can be imported by the Seller, subject to the provisions of paragraph 3 or
  - b) due to the temporary unavailability of the Product, the order may be realized at different time, indicating that time. In this case the Customer has a right to resign from the order, in accordance with paragraph 6 in section 5.
3. In case referred to in paragraph 2 the Seller may be released from obligations to the Customer by providing him with the Product replacement of the same quality and purpose, and for the same price as the Product previously ordered, without significant changes of the Product's features. In such case, the Seller shall notify the Customer by e-mail about his right to refuse this replacement and to resign from the contract, with the return of goods at the expense of the Seller.

### **§ 7 Product Price and Payment Methods**

1. The prices of the Products are set in the Polish currency (PLN) and include VAT (i.e. gross prices). The Customer may pay in foreign currency at the exchange rate indicated by the Seller. The Shop allows the Customer to change the displaying currency, according to the conversion rate settled by the Seller.
2. The Customer has the option to pay for the Product:
  - by bank transfer,
  - using available methods of electronic payment

3. Choice of payment method proceeds by selecting the appropriate option in the order form.
4. In case of proceeded withdrawal from the sales contract by either the Customer or the Seller, the refund of amounts paid under the sales contract proceeds within 14 days from the date the addressee receives the second party's declaration of withdrawal or resignation from the sales contract.

### **§ 8 Product Delivery**

1. In the case of placing an order for the Product, the delivery shall be made not later than one (1) month from the date on which the sales contract was concluded.
2. The product will be delivered to the address specified in the contract, and in case of no address provided - to the address specified while creating the user account.
3. The cost of Products delivery shall be carried by the Customer, in accordance with rates set on the Shop website at: <http://gunfire.pl/Koszty-przesylki-cabout-pol-105.html> - shipping in Poland, <http://gunfire.pl/Shipping-costs-cabout-eng-105.html> - shipping overseas.
4. After the Product is delivered, the Customer should check the consignment and in case of:
  - a) mechanical damage to the contents of the shipment,
  - b) the incompleteness of the consignment,
  - c) incompatibility of the consignment contents with the subject of the Contract,the Customer is required to document the inconsistencies in the complaint protocol prepared in the presence of a carrier and send its copy to the Seller.

### **§ 9 The Invoice / The Receipt**

1. With each order there is a document issued confirming the transaction (receipt or tax invoice - issued at the request of Customer). This document is issued on the date of the Product dispatch, unless special regulations state differently.

### **§ 10 Withdrawal**

1. The Customer purchasing the Products for the purpose not involving the occupation or the business (hereinafter referred to as the **Customer**) may withdraw from the sales contract for any reason by submitting a statement in writing, within ten days of the Product receipt.
2. Permission to withdraw from the contract in accordance with paragraph 1 above may be implemented by the Customer and by filling in a form of withdrawal from the sales contract, located at <http://gunfire.pl/Jak-zlozyc-reklamacje-lub-wymienic-produkt-na-inny-cabout-pol-115.html>
3. In case of withdrawal on the basis of paragraph 1 above, the Customer is obliged to return the Product within fourteen (14) days from the date of receipt by the Seller a notice of withdrawal from the sales contract, without deterioration, subject to possible changes arising from routine Product management.
4. In case of withdrawal from the sales contract by the Customer, the costs of packaging and shipping the Products to the Seller are covered by the Customer.
5. In the case of shipping the Product to the Seller, the Customer cannot attach any labels, stamps, etc. on the original packaging of the Product; the originally packed Product should be first placed in an additional package.
6. In case of proceeded withdrawal from the sales contract by the Consumer, the refund of amounts paid under the sales contract proceeds within 14 days from the date of receipt by the Seller a notice of withdrawal from the sales contract.

7. In case of withdrawal by the Customer in the manner specified in paragraph 1 above, the Seller shall certify in writing receipt of the Product returned by the Customer. In case of withdrawal from the contract in accordance with paragraph 2 above, the confirmation proceeds via e-mail.

### **§ 11 The claim in case of non-compliance with the sales contract**

1. The Seller is responsible to the Customer for non-compliance of the Product purchased by the Customer with the sales contract to the extent permitted by law with specific terms of consumer sales.
2. For the avoidance of doubt, it is concluded that none of the provisions of these Regulations limit the powers of the Customers enjoyed by law.
3. Complaints for non-compliance of the Products with the sales contract shall be submitted in a written complaint application or by using the form on the website: <http://gunfire.pl/Jak-zlozyc-reklamacje-lub-wymienic-produkt-na-inny-cabout-pol-115.html>
4. Then the Product should be returned to the address of the Seller: GFC GROUP LTD., Kryniczno, ul. Trzebnicka 5, 55-114 Wisznia Mala.
5. The complaint should include at least the information about the type of advertised product (with the code, under which the product occurs on the sale confirmation that is attached to the order), an indication of the date on which the defect was discovered, the Customer details, and brief description of the defect.
6. The Seller shall consider the complaint within 14 days of the complaint receipt.
7. The Seller directs the complaint reply to the address indicated by the Customer. In case of no address provided, the reply will be sent to the address used while creating the user account or placing an order. In case of a complaint sent by an e-mail, the reply will be sent to the email address indicated by the Customer.

### **§ 12 Warranty**

1. Regardless of the liability for non-compliance of the Products with the sales contract (as described in § 11), the Products offered in the Shop are warranted, unless the Product description states differently.
2. The Warranty does not cover mechanical damage caused by improper use and maintenance. The Warranty does not cover components and parts exposed to natural material wear.
3. The elements exposed to natural material wear are in particular:
  - switch assembly;
  - motor brushes;
  - Hop Up rubber;
  - seals and valves;
  - batteries;
  - battery charger
4. The Warranty period depends on the Product category:
  - replicas manufactured by GFC Guns - 24 months
  - AEG-type replicas - 12 months
  - gas powered replicas - 6 months
  - spring-powered replicas - 6 months
  - parts and accessories of the replicas - 3 months.

### **§ 13 Privacy Policy**

1. The Seller is a data administrator under the Law on Personal Data Protection.
2. The Seller reports that providing by the Customer the name, the address, the phone number or other data indicated by the Seller through the Shop website, the registration process and during the use of the Shop, is voluntary.
3. The personal data referred to in paragraph 2 is collected for the purpose of passing the information in the matter of Shop functioning, as well as legitimating aims pursued by the administrator when the processing does not affect the rights and freedoms of the data subject, and the transfer of commercial information, unless the Customer gives his consent.
4. The Customer has the right to access his personal data and the right to correct them.
5. The Seller reports that it might be necessary to transfer personal data to third country, in particular for the implementation of the contract, including, in particular for placing our Shop at a foreign server.

### **§ 14 Uploading and sharing content on the Online Store**

1. Posting by the Customer any illegal contents on the Shop website is prohibited.
2. If the Customer acquires information of posted contents that violates the provisions referred to in paragraphs 1 and 3 of this section, he shall immediately report the fact to the Seller.
3. The Seller reserves the right to modify the contents posted by the Customers and their removal in case of violation of the provisions, applicable law or the reputation of the Seller. The Seller does not, however, control the placed contents in the prior and current matter.
4. The contents posted by Customers do not reflect the views of the Seller.

### **§ 15 Final Provisions**

1. Recognition of the various provisions of the Regulations in the manner prescribed by law as invalid or unenforceable, shall not affect the validity or effectiveness of the remaining provisions hereof. Place of the ineffective provisions of Regulations will be taken by the applied rule that is the closest to the objectives of the invalid provision and whole Regulations.
2. The Seller shall be entitled to change the Regulations. Amendments to the Regulations oblige from clearly defined moment and appearance on the Shop website, to the extent that does not infringe the rights acquired by the Customers.
3. In the scope of the rights and obligations under the sale contract and the Regulations, the regulations of the Polish law are applied.
4. The Regulations oblige from the date of 19.07.2011r.. In relation to previously placed orders, the previous version of the Regulations shall oblige (...)