



Commission Terms & Conditions

§1. General Provisions

1. This Agreement sets out the rules and conditions for entering into and carrying out the online commission sale between Karolina Jarocka – Diamond Expert, acting under the address ekspert-diamentow.pl/komis, operated by KA:MA Consulting Sp. z o.o., based at ul. Tadeusza Kościuszki 26D, 32-082 Zelków, KRS: 0000996887, NIP: 5130281483, hereinafter referred to as the "Commission Agent," and individuals or entities commissioning the sale, hereinafter referred to as "Commissioning Party," as well as the procedure for complaints and the procedure for withdrawal from the agreement by the Commissioning Party.

§2. Definitions

Commission – the remuneration for the Commission Agent for carrying out the Commission Agreement, calculated as a percentage of the Final Price of the Goods.

Commission Agent – Karolina Jarocka – Diamond Expert, operating under the business name KA:MA Consulting Sp. z o.o., based at: ul. Tadeusza Kościuszki 26D, 32-082 Zelków, KRS: 0000996887, NIP: 5130281483.

Commission Agreement – the agreement entered under the terms specified in this Agreement, between the Commission Agent and the Commissioning Party, aimed at selling the Goods on a commission basis.

Commissioning Party – a natural person (whether conducting a business or not), legal entity, or organizational unit without legal personality that has contacted the Commission Agent to conclude a Commission Agreement or has concluded such an agreement.

Consumer – an adult natural person fully capable of performing legal acts, entering into the Commission Agreement for purposes unrelated to their professional or business activities.



Final Price – the price at which the Goods are sold to the Client, based on which the Commission Agent's commission is calculated. This price cannot be lower than the Minimum Price unless the Parties agree on new terms.

Form – the application form, available on the Service's website, which the Commissioning Party fills out to initiate actions related to concluding the Commission Agreement.

Goods – used jewelry that is the subject of a commission sale order between the Commission Agent and the Commissioning Party, offered to Clients through the Online Store.

Minimum Price – the minimum sale price of the Goods, agreed upon by the Commissioning Party and Commission Agent, below which the sale cannot occur unless the Parties agree to a new price or discount.

Online Store – the online platform operating within the Service, allowing Clients to place orders for Goods.

Order – the commission sale order placed by the Commissioning Party orally or electronically through email or the form available on the Service's website, containing details regarding the Goods, based on which the commission for the Commission Agent and the Minimum Price are determined.

Parties – the Commission Agent and the Commissioning Party, who enter into the Commission Agreement.

Service – the online platform operating under the domain ekspert-diamantow.pl, enabling contact with the Commission Agent and placing commission sale orders.

§3. Procedure for Concluding the Commission Agreement

- I. The Commissioning Party can send an inquiry to the Commission Agent to evaluate the sales potential of the Goods. This inquiry can be sent via the Form available on the Service's website or through a direct email to kontakt@ekspert-diamantow.pl. Based on the information provided, the Commission Agent will conduct an initial assessment of the Goods and determine their sales potential, considering various factors such as

technical condition, market value, and market demand. After performing the analysis, the Commission Agent will inform the Commissioning Party of the assessment results and present a proposal for the terms of the Commission Agreement, including the proposed Minimum Price and the Commission Agent's commission percentage.

2. In the case of a positive decision by the Commissioning Party to conclude the Commission Agreement, the Commissioning Party is required to deliver the Goods to the Commission Agent. The Goods can be delivered in person by the Commissioning Party or sent to the Commission Agent's address at ul. Tadeusza Kościuszki 26D, 32-082 Żelków. When choosing a shipment, the Commissioning Party should ensure the Goods are adequately secured for transport and insured to arrive undamaged. The Commissioning Party is responsible for any damage or loss of the Goods during transport if they do not opt for insured shipment.
3. Depending on the agreed terms, the delivered Goods will be subject to further evaluation by the Commission Agent, who, within 5 business days of receiving the Goods, will decide on the possibility of finalizing the Commission Agreement and starting its execution.
4. If the Goods delivered for sale differ in their parameters, condition, or other characteristics from those previously declared by the Commissioning Party, the Commission Agent has the right to refuse acceptance of the Goods for sale, and will immediately inform the Commissioning Party, subsequently returning the Goods to the address provided by the Commissioning Party within 5 business days. Alternatively, due to their qualifications, the Commission Agent may propose an expert appraisal of the jewelry, which will serve as the basis for establishing a new Minimum Price.
5. If the Commissioning Party decides to proceed with the Commission Agreement, the jewelry appraisal cost will not be charged to them. However, if the Commissioning Party decides to withdraw from the Commission Agreement after the appraisal, they will be charged the cost of the appraisal, which is 3% of the market value of the jewelry as indicated by the Commission Agent in the appraisal, and the Commission Agent will return the Goods to the address provided by the Commissioning Party within 5 business days.
6. In case of any doubts regarding the origin of the Goods, the Commission Agent has the right to refuse to accept the Goods for sale, and will immediately inform the Commissioning Party via email, subsequently returning the Goods to the address provided by the Commissioning Party within 5 business days.

7. The return of the Goods in the situations described in paragraphs 4, 5, and 6 of this section will be at the expense of the Commissioning Party.
8. If the Commissioning Party fails to collect the Goods returned by the Commission Agent or if the return of the Goods is not possible due to the fault of the Commissioning Party, the Goods will remain in the possession of the Commission Agent for two (2) years. During this time, the Commissioning Party may collect the Goods by covering the transport costs and any additional costs incurred by the Commission Agent. After two years, if the Commissioning Party has not collected the Goods or taken steps to collect them, the Goods will be considered abandoned, and the Commissioning Party will be deemed to have disposed of them intending to relinquish ownership.
9. If the Goods are accepted by the Commission Agent, the Commission Agent will present the Commissioning Party with the content of the Commission Agreement and the applicable Regulations. The Commission Agreement will be considered concluded only after the Commissioning Party accepts and signs these documents. If, for any reason, it is impossible to maintain the terms of the Commission Agreement as stated in paragraph 1 of this section, the Parties will mutually agree on new terms for the Commission Agreement through negotiations. If the Parties cannot agree on the new terms, the Commission Agreement will not be concluded, and neither Party will have any claims against the other.

§ 4. Sale of Goods

1. The Commissioning Party gives the Commission Agent the right to list the Goods for sale, setting the price at their discretion (regardless of the price proposed by the Commissioning Party), provided that the price will not be lower than the Minimum Price. To clarify, if the Final Price of the Goods is higher than the Minimum Price, the Commissioning Party is entitled to receive the full Final Price, minus the Commission Agent's commission.
2. The Commission Agent may organize promotional campaigns or offer discounts on the Goods at their discretion, provided that the Final Price resulting from the sale of the Goods cannot be lower than the Minimum Price, unless the Parties agree otherwise, at least in the form of an email.
3. If the Commission Agent sells the Goods to a Client, they will inform the Commissioning Party no later than 5 business days after the sale by email containing information about the Final Price and the Commission Agent's Commission.

4. The Commission Agent will transfer to the Commissioning Party the Final Price, minus the Commission, based on an adequately issued VAT invoice or receipt with a 14-day payment term. The Commissioning Party acknowledges that the Final Price minus the Commission covers all claims the Commissioning Party may have against the Commission Agent under the Commission Agreement.
5. The Client has the right to return the Goods within 14 days from receipt of the order, following applicable legal provisions and the Commission Agent's Online Store regulations. Therefore, payment to the Commissioning Party will be made within 5 days after this period, provided that the Client does not exercise the right to return the Goods.
6. If the Client exercises the right to return, the Commission Agent will inform the Commissioning Party, and the Goods will remain subject to the execution of the Commission Agreement and will continue to be offered for sale under its terms.

§ 5. Liability

1. Liability of the Commissioning Party

- 1.1. The Commissioning Party is responsible for the compliance of the Goods with the description, their technical condition, and the absence of physical and legal defects, following the Civil Code.
- 1.2. The Commissioning Party guarantees that the Goods are not encumbered by any third-party rights that could prevent the conclusion or execution of the Commission Agreement or the transfer of ownership of the Goods to the Client.
- 1.3. In the event of third-party claims regarding the Goods, the Commissioning Party agrees to release the Commission Agent from liability and cover any costs associated with such claims, including legal assistance fees.
- 1.4. The Commissioning Party is responsible for properly packaging the Goods before handing them over to the Commission Agent or the courier company, ensuring their safe transport.
- 1.5. If the Goods differ from the information provided in the Form, the Commission Agent may refuse to conclude the Commission Agreement and return the Goods at the Commissioning Party's expense.

2. Liability of the Commission Agent

- 2.1. The Commission Agent undertakes to exercise due diligence in the storage, valuation, promotion, and sale of the Goods by the provisions of the Commission

Agreement.

2.2. The Commission Agent is not responsible for damage to or loss of the Goods during transport. In such cases, claims may be pursued against the courier company following its regulations and applicable legal provisions.

2.3. In the case of selling the Goods, the Commission Agent is obliged to transfer the due amount to the Commissioning Party, minus the commission, after the statutory period for the Client to withdraw from the agreement has expired.

2.4. The Commission Agent is not responsible for the failure to sell the Goods or for circumstances beyond their control that may cause delays in the sale.

2.5. The Commission Agent is not responsible for the Client's actions, including any returns of the Goods made following the Online Store regulations or consumer protection laws.

3. **Liability of Both Parties**

3.1. The Parties are obligated to cooperate in good faith and to immediately inform each other of any circumstances that may affect the execution of the Commission Agreement.

3.2. Neither Party is liable for the non-performance or improper performance of obligations arising from the Commission Agreement if it results from force majeure, including but not limited to natural disasters, fires, acts of war, riots, cyberattacks, or decisions by public authorities.

3.3. In the event of a dispute concerning the performance of the Commission Agreement, the Parties will attempt to resolve the dispute amicably before resorting to legal proceedings.

§ 6. Duration of the Commission Agreement

1. The duration of the Commission Agreement is determined individually by the Parties. By default, a period of 90 days is assumed, but the Parties may agree on a different term or extend its validity during the term of the Commission Agreement.
2. After the expiration of the Commission Agreement as specified in paragraph 1 of this section, the Commission Agreement will expire unless the Parties agree to extend it. The Parties may also decide on a new Minimum Price.
3. During the term of the Commission Agreement, the Commissioning Party is obliged to grant the Commission Agent exclusive rights to sell the Goods on a commission basis. Therefore, the Commissioning Party may not offer the Goods for sale independently or

through third parties, including but not limited to physical stores, consignment shops, marketplaces, auction sites, or other sales platforms.

4. If the Goods are not sold during the agreed sales period, the Parties may decide to extend or terminate the Commission Agreement. In the case of extending the Commission Agreement, the obligation of exclusivity in the sale of the Goods will be automatically extended.
5. In the event of the termination of the Commission Agreement without the sale of the Goods, the Commission Agent is obliged to return the Goods to the address indicated by the Commissioning Party within 10 days of the termination of the agreement. The Commission Agent will bear the return costs.
6. A violation of the exclusivity obligation described in paragraph 3 of this section by the Commissioning Party entitles the Commission Agent to terminate the Commission Agreement immediately. Termination will occur by sending a relevant statement to the Commissioning Party's email address.
7. If the Commissioning Party terminates the Commission Agreement without a valid reason, or in the event of a violation of the exclusivity obligation by the Commission Agent as described in paragraph 3 of this section, the Commission Agent has the right to demand reimbursement of all costs incurred to the execution of the Commission Agreement, as well as compensation for the actions already carried out.
8. The Commission Agreement may be terminated at any time by mutual agreement of both Parties. In such a case, the Parties will agree on how to settle costs and compensation for actions performed up to that point to the execution of the Commission Agreement.

§ 7. Out-of-court Methods of Handling Complaints and Pursuing Claims

1. The Commission Agent informs the Commissioning Party, a Consumer, about the possibility of using out-of-court dispute resolution methods, including submitting a request for mediation or referring the case to an arbitration court after the complaint procedure has been completed. An application template is available on the Office for Competition and Consumer Protection website at the address <http://www.uokik.gov.pl/download.php?plik=6223>.
2. A list of Permanent Consumer Arbitration Courts operating at the Provincial Inspectorates of the Trade Inspection is available on the website:



<http://www.uokik.gov.pl/wazne.adresy.php#faq596>. The procedure aimed at out-of-court claims after the complaint process is free of charge.

3. Additionally, the Consumer can file a complaint via the EU online ODR platform, available at: <http://ec.europa.eu/consumers/odr/>.

§ 8. Personal Data Protection

1. By handing over the Goods for sale under the Commission Agreement, the Commissioning Party agrees to process their personal data through the Commission Agent to execute and service the Commission Agreement. The Commission Agent is considered the data controller within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and Council of April 27, 2016, on the protection of individuals about the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation – GDPR).
2. The data controller for the personal data provided by the Commissioning Party in connection with the conclusion and execution of the Commission Agreement is Karolina Jarocka, conducting business under the name KA:MA Consulting Sp. z o.o., located at Tadeusza Kościuszki 26D, 32-082 Żelków.
3. The personal data of the Commissioning Party will be processed only to the extent necessary for the performance of the Commission Agreement, as well as for accounting, tax, and legal compliance purposes.
4. Personal data will not be transferred to third parties not executing the Commission Agreement unless required by law or if the Commissioning Party provides separate consent for such transfer.
5. The Commissioning Party has the right to:
 - access their personal data,
 - request correction, deletion, or restriction of processing,
 - object to processing,
 - request data portability,
 - withdraw consent for processing personal data at any time, although the withdrawal of consent does not affect the lawfulness of processing carried out before its withdrawal.
6. Providing personal data is voluntary; however, failure to provide such data may prevent the conclusion and execution of the Commission Agreement.



7. Detailed information about processing personal data and privacy protection can be found in the Privacy Policy, available at <https://ekspert-diamantow.pl/en/privacy-policy>.

§ 9. Final Provisions

1. These Terms and Conditions are effective as of March 1, 2025, and constitute the only document governing the terms of the Commission Agreement. Any other terms and conditions or contract templates may only be applied after written approval by the Commission Agent.
2. The Commission Agent reserves the right to make changes to these Terms and Conditions, but such changes will not affect the acquired rights of the Commissioning Party before they enter into force. Changes will not affect concluded Commission Agreements unless mandatory law provisions provide otherwise.
3. In matters not regulated by these Terms and Conditions, the provisions of the Civil Code shall apply.