YIVO SureFit 365™ return conditions

365 days to notify a return. Business purchases included.

YIVO SureFit 365™ is an additional, free returns programme for products bought directly from YIVO. It does not replace statutory withdrawal rights, remedies for defective goods or a commercial guarantee. It does not mean that a product can be used normally for 365 days and then returned unconditionally.

Programme effective from: 9 September 2026
Document version: 1.2 | 15.10.2026
Buyer's deadline: 365 days from receipt of the product being returned.

The programme's effective date is not a common starting date for every buyer's return period. We do not count the period from the invoice date, order date or dispatch date. Later clarifications of these conditions do not restrict rights or more favourable assurances given at the time of purchase.

1. Programme operator and contact details

The programme operator and seller is **YIVO Sebastian Zając**, ul. Zofii Nałkowskiej 16E, 41-700 Ruda Śląska, Polska, tax identification number (NIP): 642-315-75-74, business registration number (REGON): 383257067, referred to below as “YIVO”.

We accept return notices at **zwroty@yivo.pl**, in writing at our business address, and through the available returns procedure on the platform where the purchase was made. Choosing one method does not exclude other permitted ways of giving notice. You do not have to use only YIVO's form. We do not reject an effective notice sent to another contact address made available by YIVO solely because a different address was used.

Address for returning products:
YIVO Sebastian Zając
ul. Zofii Nałkowskiej 16E
41-700 Ruda Śląska
Polska

2. Buyers and purchases covered by SureFit 365™

1. Consumers and business buyers, including sole traders and companies, may use the programme. An invoice issued to a business does not by itself exclude a return.
2. The programme covers YIVO-branded products bought directly from YIVO, including purchases through sales platforms. On a platform, check that the seller in the order is YIVO Sebastian Zając. The YIVO brand appearing on a product or in a listing title does not itself mean that YIVO was the seller.
3. Purchases from independent sellers are not automatically covered. In those cases, rights against the seller and any commercial guarantee are assessed separately.
4. We do not require paid membership, product registration or a reason for returning the product.
5. You may return the entire purchase or selected products or units. Where the purchase was a single indivisible set, a return under the programme covers the complete set. This does not restrict statutory remedies for a lack of conformity affecting individual components.

3. Statutory rights are independent of the programme

1. When buying goods at a distance, a consumer generally has 14 days to withdraw from the contract without giving a reason, subject to statutory exceptions. Specific provisions may provide different or extended periods.
2. Relevant statutory rights also apply to a natural person buying directly for their business where the contract is not professional in nature for that person within the meaning of Article 7aa of the Polish Consumer Rights Act. A VAT invoice does not itself remove that protection.
3. The conditions of this additional programme, including product condition requirements, do not restrict statutory withdrawal. If a statutory right still applies, we follow the statutory rules even if more than 14 days have passed since receipt.
4. Under statutory withdrawal, missing original packaging or use of the product does not automatically mean losing the right to withdraw. Actual diminished value caused by handling beyond what is necessary to establish the product's characteristics and functioning may be taken into account under Article 34(4) of the Polish Consumer Rights Act. This does not apply where YIVO did not provide the legally required withdrawal information. Detailed rules appear in section 9a. The exception for certain sealed products described in section 6 applies separately.
5. After the statutory withdrawal period ends, the possibility of returning a product up to day 365 arises from SureFit 365™ and is subject to this programme's conditions. For a business without a statutory right to withdraw, the programme may provide a basis for return from the day the product is received.

4. How the 365 days are calculated

1. You have 365 calendar days to notify a SureFit 365™ return from receipt of the product by you or a person you designate other than the carrier. The day of receipt is excluded; the first day is the following day. We do not automatically determine the date from dispatch status, an invoice or the mere placement of a parcel at a collection point before the buyer or designated person collects it.
2. For products delivered separately, the programme period runs from receipt of the particular product being returned. For statutory withdrawal, we apply the statutory starting-date rules, including those concerning the last item, batch or component.
3. To meet the programme deadline, it is enough to send an unambiguous return notice before it expires. You do not need to obtain YIVO's approval or deliver the parcel to the warehouse within that period.
4. The product must be sent back within the following 14 days after notice. The dispatch deadline is met if the parcel is sent before it expires.
5. If a deadline falls on a Saturday or a public holiday, we allow the action on the next day that is neither a Saturday nor a public holiday. More favourable mandatory legal rules remain unaffected.

5. Product condition for a voluntary return

The following requirements concern returns under the additional programme; they do not restrict the statutory right to withdraw.

1. To receive the full product price under the programme, return it complete, without damage arising after delivery and without signs of use beyond necessary inspection. We do not charge the buyer for defects or lack of conformity for which YIVO is responsible.
2. Necessary checks of characteristics and fit are permitted. Always follow the instructions and safety rules. A permitted inspection does not itself justify reducing the refund.

3. Minor changes in condition, dirt or missing items do not necessarily mean automatic refusal of a return under the programme. If the product remains within its scope, we accept the return, with only actual diminished value caused by handling beyond permitted inspection potentially taken into account under section 9a.
4. The programme is not a year-long period of normal product use. It does not cover returning functioning products after normal use, such as filters used for cleaning, blades used for shaving or mowing, or parts permanently modified by the buyer. Allowing a reduced refund does not remove these programme limits. Acceptance of such a product outside the programme is possible under an individual agreement with YIVO specifying the settlement terms and recorded, for example, by email. Such an agreement must not be required instead of respecting an applicable statutory right.
5. Before an irreversible step, such as attaching a part with a single-use adhesive layer, check the model designation, dimensions and instructions. Not every part can be tried for fit without affecting its condition. However, fitting alone does not automatically establish unauthorised use: the nature of the action and the particular product matter.
6. Original packaging helps safe return and product identification, but is generally not a condition of return. We do not charge an automatic fee for opening or missing ordinary packaging. The special significance of seals on certain products is explained in section 6.
7. Missing packaging, normal use or inability to meet the voluntary programme's conditions does not remove rights to remedies for defective goods. A claim is assessed on its applicable statutory or commercial guarantee basis.

6. Products sealed for health protection or hygiene reasons

1. The statutory exception to the right of withdrawal may apply to a product if **all** of the following conditions are met:
   - it was delivered in sealed packaging;
   - the packaging was opened after delivery;
   - once opened, the product is unsuitable for return for health protection or hygiene reasons, under Article 38(1)(5) of the Polish Consumer Rights Act.
2. We apply the same exception in the voluntary SureFit 365™ programme. However, we do not automatically treat every shaver or headphone part as excluded from return.
3. These conditions may concern, for example, certain ear tips and earbud fittings, and shaver heads, blades and foils. The particular product's characteristics, its actual seal and the health or hygiene grounds matter in every case.
4. Opening the shipping carton alone is not opening the product's sealed packaging. If the product was not appropriately sealed when delivered or the seal had already been damaged, merely referring to the product category does not justify applying this statutory exception.
5. Products with an intact seal may be returned under the other rules applicable to the relevant type of return. Do not break a seal solely to prepare photographs for a notice.
6. **The hygiene exception does not exclude rights to remedies for a defective product or a product that does not conform to the contract.** We assess such a claim independently of SureFit 365™.

7. How to notify and send back a return

1. Send an unambiguous return notice to **zwroty@yivo.pl**, use the platform's available procedure or give notice in writing. You do not need to cite a specific provision or separately select the legal basis.
2. To help identify the purchase, provide your name or company name, contact details and the order number or other information that allows us to locate the transaction. Identify the product being returned and the number of units. An SKU or EAN can help, but does not replace or restrict other ways of identifying the purchase.

3. We do not require an original receipt, an RMA number, an explanation of your decision or exclusive use of our form. An order confirmation, invoice, purchase history or other appropriate evidence may confirm the transaction.
4. Protect the product against damage in transit and send it to the return address in section 1. Secure sharp parts to prevent injury to those handling the parcel, following the instructions and warnings.
5. Keep proof of dispatch. Waiting for YIVO's reply is not necessary to exercise a statutory right of withdrawal effectively.
6. Returns sent cash on delivery will not be accepted without prior agreement. Shipments to points requiring personal collection by YIVO also require prior agreement. Available and agreed marketplace return methods remain available.
7. If you use the website's message generator or a button that opens your email application, check the prepared text and send the email yourself. Filling in fields, copying text or opening an email application does not send a notice to YIVO and does not meet the deadline. The generator is a convenience, not the only way to give notice.
8. We do not require marketing consent, photographs, an original receipt or a bank account number merely to notify a return. If information needed to identify the purchase or settle the refund is missing, we will contact you.

8. Who pays for return shipping

1. Under the voluntary programme, the buyer pays the direct cost of sending the product back unless YIVO or the platform conditions applicable to the purchase provided free returns or another more favourable rule.
2. For statutory withdrawal, the buyer pays direct return costs only within the limits of the law, particularly subject to proper prior information about that obligation. Missing information cannot be remedied by charging the customer under conditions published later.
3. These rules do not transfer to the customer costs that belong to YIVO in connection with a valid claim for defective goods. Claim handling costs are determined under the applicable law and any more favourable commercial guarantee terms.

9. What we refund and when

1. Subject to the promotion settlement described in section 9b: For a return under the voluntary programme, we refund the price actually paid for the returned product, taking account of its allocated discount and any justified reduction described in section 9a. Under this procedure, we do not refund the order's original delivery cost unless more favourable conditions were provided at purchase.
2. For statutory withdrawal, we refund payments to the extent required by law, including the original delivery cost due. If a more expensive delivery option than the cheapest ordinary method offered by YIVO was chosen, the delivery refund is limited as provided by law. For partial withdrawal, we take account of the scope of withdrawal and delivery costs attributable to the retained part of the order; we do not apply an automatic “delivery is never refunded” rule.
3. We do not charge a handling fee or a fee merely for accepting a return. The product refund may be reduced only under section 9a and 9b. We do not apply a fixed percentage deduction for opening packaging, notifying a return or the mere passage of time.
4. We refund payments without undue delay, no later than 14 days after receiving an effective notice. Unless we offered to collect the product ourselves, we may withhold payment until we receive the product or evidence that it has been sent back, whichever occurs first. Under the voluntary programme, the refund obligation concerns returns meeting its conditions.
5. We use the same payment method for the refund unless the buyer expressly agrees to another method that does not involve additional costs. For cash-on-delivery payments, we agree on the refund method, for example a transfer to a supplied account. We do not replace money refunds with a compulsory voucher.

6. For business purchases, we issue the required correction documents. Accounting procedures do not remove the obligation to meet the refund deadline.
7. If the voluntary programme's conditions are not met, we give reasons relating to the particular product and agree on what happens to it next. This does not cause us to refuse consideration of a separate claim for defective goods.

9a. Diminished product value and the refund amount

1. **A used, incomplete, dirty or damaged product may be worth less than when delivered. This does not, however, mean an automatic deduction.** The cause and actual extent of diminished value matter, not merely the fact that packaging was opened or the product sent back.
2. **For statutory withdrawal**, a reduction may cover only diminished value resulting from handling beyond what is necessary to establish the product's characteristics and functioning. Ordinary permitted inspection is not chargeable. We apply Article 34(4) of the Polish Consumer Rights Act, including the exclusion of this liability if the required withdrawal information was not given to the buyer. This also applies to eligible business buyers protected under Article 7aa. Use beyond permitted inspection does not itself justify rejecting an effective statutory withdrawal.
3. **For voluntary returns**, diminished value is assessed under these SureFit 365™ conditions, not by automatically extending statutory rules to 365 days and all businesses. It is possible for a product accepted under section 5. It does not extend the programme to unconditional returns after normal use or replace assessment of the hygiene exception.
4. Any reduction is determined individually and proportionately to documented diminished value for reasons attributable to the buyer. We consider the condition at delivery, the actual condition of the returned product, completeness, the realistic possibility of restoring its condition and its remaining value. The amount cannot exceed the actual diminished value or the price paid for that product.
5. We do not charge the buyer for a defect or lack of conformity for which YIVO is responsible, or for a difference in value caused solely by price fluctuations or the passage of time. Inability to resell a product as new does not automatically mean a total loss of value. Any justified restoration costs may help assess that loss; we do not count the same loss twice, for example once as cleaning costs and again as dirt already removed.
6. With the settlement, we provide information on a durable medium, such as email, about the condition found, the basis and calculation method, and the specific reduction amount. On request, we provide supporting evidence, such as photographs or an inspection description. The buyer may dispute the assessment by replying or contacting YIVO.
7. We do not require advance consent to arbitrary deductions, apply an automatic percentage penalty or make timely payment of the undisputed amount conditional on the buyer accepting our assessment. Product inspection does not provide extra time for a refund or extend the right to withhold it beyond section 9.4 and applicable law. Statements necessary for proper settlement are provided in accordance with the law; a unilateral note saying “used product” does not replace a basis or justification for a reduction.

9b. Discounts, gifts and partial returns

These rules apply only to purchases made after publication of this version, where the relevant promotion terms were provided before purchase and comply with the law and the applicable platform rules. They are not retrospective and do not restrict more favourable rights or assurances granted at purchase.

If a partial return means the purchase no longer qualifies for a quantity or bundle discount, we recalculate the price of retained products using the thresholds and prices applicable at purchase. Product refund = amount paid for the products covered by the settlement minus the recalculated price of retained products. We do not use later list prices or deduct the same discount twice. For successive returns, we account for amounts already refunded; this clause alone does not impose an automatic additional payment.

Example: 5 units at PLN 8 = PLN 40; the undiscounted unit price at purchase was PLN 10. Returning 4 units and keeping 1 gives a refund of PLN 40 - PLN 10 = PLN 30, provided the conditions in the first paragraph of section 9b are met.

A gift conditional on buying a product or reaching a promotion threshold must be returned if a partial return means its eligibility conditions are no longer met. Any settlement for an unreturned gift must follow the promotion terms provided at purchase and applicable law. We impose no arbitrary fee or automatic penalty.

Promotion settlement is separate from a reduction for diminished product value. A separate justified reduction for diminished value is governed exclusively by section 9a; the same loss is not counted again. The programme's rule requiring the return of a complete indivisible set remains (section 2.5), without restricting statutory claims concerning its components. Statutory rights, complaints and guarantees remain independent.

10. Defective products or products not matching the description

SureFit 365™ provides an additional possibility of return. A claim concerning a product that is defective, damaged on delivery or not in conformity with the contract is a separate matter.

If a product does not fit despite an unambiguous assurance in the listing that it is compatible with your model, the matter may concern lack of conformity, rather than a simple change of mind. We do not automatically direct such cases to a voluntary return at the buyer's expense.

You may submit a claim at **reklamacje@yivo.pl** or through the appropriate platform channel. Describe the problem and provide information to locate the purchase. Photographs or the model designation can help assessment, but we do not establish a general rule refusing every claim without photographs.

The seller's statutory liability, liability to business buyers and any commercial guarantee are assessed on their respective applicable bases. The 365-day period does not shorten statutory periods or protection under a guarantee provided. SureFit 365™ is not a guarantee that every product technically fits every device.

11. Platform and cross-border purchases

More favourable rights arising from the conditions of the particular purchase or platform remain unaffected. The programme does not remove platform procedures, but those procedures cannot exclude rights of which the buyer cannot be deprived.

For cross-border consumer sales, these conditions do not deprive consumers of protection under the mandatory law applicable to the contract, including, where applicable, the law of their country of habitual residence. We do not require all consumer disputes to be resolved exclusively by the court with jurisdiction over YIVO's registered address.

12. Changes, earlier purchases and personal data

The programme is effective from 9 September 2026. A new revision does not restrict rights acquired with an earlier purchase. More favourable conditions or assurances given at purchase remain unaffected. Changing or ending the programme does not shorten the return period granted to purchases already covered. Stating an earlier effective date does not mean that information required before a particular contract was concluded was provided at that time. Later publication does not retroactively introduce fees or restrictions that were not communicated to the buyer when required.

We process data provided with a notice to identify the purchase, handle the return, settle the refund and fulfil legal obligations. YIVO's privacy policy provides details. A return is not conditional on marketing consent.

Optional return notice template

To: YIVO Sebastian Zając, zwroty@yivo.pl
Address for correspondence and returning products: ul. Zofii Nałkowskiej 16E, 41-700 Ruda Śląska, Polska
Subject: Return notice — YIVO SureFit 365™ — order number, if known

Hello,

I hereby notify the return of the product or products listed below, bought from YIVO. If I have a statutory right to withdraw from the contract, this message is my declaration exercising that right for the products listed. Otherwise, I am using the YIVO SureFit 365™ programme under its conditions.

Name / company name: …
Order number or other information allowing the purchase to be located: …
Platform or place of purchase, if known: …
Products being returned and number of units: …
Date the product was received, if known: …
Email or other address for a reply: …
Additional information — optional: …

Please confirm receipt of this notice and settle the return in accordance with my rights and the applicable conditions.

Using this template is optional. You do not have to explain your decision or identify the legal basis yourself. A missing order number or exact date does not prevent notice if the purchase can be identified another way. We do not require an account number merely to give notice; if needed for the refund, we will agree it separately. When using the template on paper, you may add the buyer's address, date and signature; a handwritten signature is not required in an email.