

Terms & Conditions of Sale of Goods and Services

§1

General provisions

1. These Terms & Conditions set forth the rules for the purchase of the Product specified in the Listing.
2. The terms used herein shall have the following meaning:
 - a. Customer - a natural person (with full legal capacity) or legal entity who has made or intends to make a purchase of a Product using the Platform. The Customer may be both a consumer and an entrepreneur;
 - b. Seller - the entity indicated in the Listing as the Seller;
 - c. Consumer – pursuant to the Polish Civil Code of 23 April 1964 – a User who as a natural person performs an act in law not directly related to their business or professional activity. Within the meaning of these Terms & Conditions, a Consumer shall be also an entrepreneur running a one-man business who enters into contracts which do not have a professional nature arising from the subject of its activity;
 - d. Terms & Conditions – this document along with all annexes.
3. In other respects, the terms assume the meaning specified in the Master Terms & Conditions. The provisions of the Master Terms & Conditions shall apply to these Terms & Conditions accordingly.
4. Detailed information about the Products can be found in the Listing, as well as made available via email at the Service Provider's email address.

§ 2

Conclusion of contracts

1. The contract is concluded between the Seller and the Customer.
2. All prices listed on the Platform are gross prices (including VAT) stated in Polish zloty. The prices of products shall not include shipping costs.
3. Orders may be placed via the Platform using the Order Form (without registration) or using the User Account.
4. To make a purchase, the Customer selects the Product he is interested in and then follows the instructions on the Website.
5. To complete the order, the Customer is required to provide personal data to enable the execution of the contract or log in to the User Account.
6. In order to place an order, the Customer is obliged to confirm the order by clicking “Order and pay” button below order summary.
7. By clicking “Order and pay” button, the Customer declares to be aware of making an order with obligation to pay.
8. The sales contract is concluded when the Customer confirm an order, i.e. when the Customer clicks “Order and pay” button.
9. In order to use the Order Form, the Customer has to confirm that he has read and accept these Terms & Conditions.
10. The concluded contract shall be stored, secured and made available by:
 - a. making these Terms & Conditions available on the Platform’s website,
 - b. recording the contents of the contract on the Platform’s IT system.

11. The Seller reserves the right to refuse to complete the order under the sale contract, if contact and address information of the Customer is false.

§ 3

Payment time limits and methods

1. The Platform provides forms of payment each time indicated on the Platform.
2. The Customer is under an obligation to make payment within 2 business days from the date of purchase.
3. If it is necessary to refund funds for a transaction made by the Customer, the Service Provider shall effect the return to the same payment instrument using which the Customer made the payment.

§ 4

Delivery methods and costs

1. The Customer shall bear the costs of delivery of ordered products to the place of destination.
2. The products are delivered to the provided address anywhere in the world. Charges for delivery of products are indicated in the Listing.
3. The delivery time is indicated in the Listing.
4. If the Customer chooses the option of personal collection, he is notified in an e-mail about the method and date of Product collection.

§ 5

Right of withdrawal from the contract

1. The provisions set forth in this Article shall constitute powers granted exclusively to Consumer Customers.
2. The Consumer shall have the right to withdraw from a contract concluded with the Seller within 14 days from the day on which the parcel is received or the goods are accepted in person, without the need to state a reason for withdrawal.
3. The Customer may submit a statement of withdrawal from the contract using the withdrawal form at the end of the Terms & Conditions, to the contact details of the Service Provider. The Service Provider shall promptly communicate the Customer's withdrawal to the Seller.
4. Submitting the statement of withdrawal from the contract without using the form does not influence the effectiveness of the withdrawal. In order for the statement to be effective, it must be sent prior to the expiry of the time limit mentioned above.
5. The Service Provider shall immediately confirm acceptance of the statement of withdrawal from the contract by e-mail (to the address provided when placing the order).
6. The Consumer should return ordered products within 14 days from the date of sending the statement of withdrawal from the contract to the Seller received from the Service Provider.
7. Should the statement of withdrawal from the contract be sent, the contract is deemed invalid.
8. The Consumer shall bear all direct costs of returning ordered products.

9. The Consumer shall bear liability for damages for any diminished value of the goods where this diminished value results from using the goods in a manner exceeding beyond what is necessary to establish the nature, characteristics, and functionality of the goods, such as cleaning costs, component repair costs, label replacement costs. In order to determine the nature, characteristics and functionality of the goods, the Consumer must handle and check the goods in the same way as they would be able at a brick-and-mortar shop.
10. The Service Provider shall immediately, within 14 calendar days after receiving the statement of withdrawal from the contract at the latest, return all payments made by the Consumer, including product delivery costs (excluding additional costs associated with the delivery method selected by the Consumer other than the cheaper standard delivery method offered). The Service Provider shall return the payments using the same payment method as was used by the Consumer, unless the Consumer expressly agreed to another payment method.
11. The Service Provider may withhold the return of payments received from the Customer until it has received the Product or until the Consumer has supplied proof that they have sent it back.
12. The right to withdraw from the contract does not apply to contracts for the provision of hotel services, transportation of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract specifies the day or period of service.

§ 6

Product complaint (statutory warranty for defects)

1. The Seller is under an obligation to deliver products that are free from physical and legal defects.
2. The Buyer is entitled to file a complaint within 5 days from the date of the event to which the Product relates, related to the fact that participation in the event was prevented for reasons attributable to a defect in the Product. The Buyer is obliged to prove the aforementioned fact.
3. The Consumer is not bound by the ways of filing a complaint. They may submit a complaint in any way, provided that they use a durable medium.
4. The complaint must include:
 - a. full name or business name of the buyer;
 - b. address of residence / registered office for correspondence purposes;
 - c. a proof of purchase provided with the product (e.g. receipt, invoice, proof of transfer, etc.);
 - d. exact designation of the Product under complaint;
 - e. indication of the defect that does not conform to the contract and the date of its occurrence;
 - f. claim of the person submitting the complaint (withdrawal from the contract, price reduction, product replacement, defect removal);
 - g. date of its submission and a signature of the person submitting the complaint.

5. The Service Provider confirms the receipt of the complaint and calls on the Consumer to immediately deliver the defective Product to the Seller, in order to respond to the complaint.
6. If the Service Provider does not respond to the consumer's complaint within 14 calendar days from the date of delivery of such complaint, it shall be assumed that the Service Provider has accepted the consumer's complaint and claim.

§ 7

Contracts concluded with entrepreneurs placing orders for professional purposes

1. The provisions set forth in this Article shall apply exclusively to contracts concluded with business Customers placing an order for professional purposes.
2. Placing an order on behalf of a legal person or an organisational unit without legal personality shall be equivalent to submitting a statement that the person placing the order is authorised to represent the entity on whose behalf they are placing the order. Placing the order without a relevant authorisation shall result in the liability of the persons placing the order for any and all damages arising from that fact.
3. The entrepreneur is under an obligation to examine the package delivered by courier in a customarily accepted way and, upon identifying any product defect or damage, perform any actions necessary to determine the liability of the courier.
4. The entrepreneur shall lose its rights under the warranty if it does not examine the item within the time and in a way customarily adopted for items of that kind and does not promptly notify the Service Provider about the defect, whereas if the defect is identified only at a later time – if it does not promptly notify the seller upon its identification.
5. Any and all disputes arising in connection with the performance of the contract concluded between the Seller and the Entrepreneur shall be settled by the competent court having jurisdiction over the registered office of the Seller.

§ 8

Non-judicial dispute resolution

1. In order to resolve a dispute arising in connection with purchases made in the Shop, the Consumer shall have the right to request assistance from the following institutions by bringing a case to a common court of law:
 - a. a permanent amicable consumer court referred to in the Act on Trade Inspection of 15 December 2000, by filing a motion to settle a dispute arising from the sales contract;
 - b. the Voivodeship Trade Inspection Authority, by requesting to initiate mediation proceedings in order to resolve the dispute amicably;
 - c. powiat or municipal consumer ombudsman or social organisation protecting consumer rights.
2. Detailed information on possible non-judicial dispute resolution and available procedures shall be provided in registered offices and at websites of institutions such as the Trade Inspection Authority, powiat (municipal) consumer ombudsmen, social organisations protecting consumer rights and the Office of Protection Competition and Consumers.

3. Online dispute resolution platform for consumers and entrepreneurs at EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual webpage with a comprehensive service point for consumers and entrepreneurs seeking non-judicial settlement of a dispute regarding contractual obligations arising from an online sales contract or service contract.

§ 9

Final provisions

1. The Seller reserves the right to amend these Terms & Conditions at any time due to changes in applicable law or changes in contract conclusion and performance methods. The amendments mentioned above shall not affect placed, performed or completed orders and contracts.
2. To any matters not regulated herein, the provisions of generally applicable law, in particular the Act of 23 April 1964 – the Civil Code and the Act on Consumer Rights of 30 May 2014, shall apply.

MODEL WITHDRAWAL FORM

(this form shall only be completed and sent if you want to withdraw from the contract)

Addressee:

– I/We(*) hereby give notice that I/we(*) withdraw from my/our(*) contract for the provision of the following services:

Contract execution date:

Full name of consumer(s)*:

Address of consumer(s)*:

Signature of consumer(s) (only if this form is sent on paper):

Date:

*delete as appropriate