

Terms and Conditions

I. General

1. The Terms of Conditions apply to the use of the online shop ("the Shop"). The Shop operates under the laws of the Republic of Poland.
2. The owner of the Shop at www.pirx3d.com is PIRX 3D sp. z o.o., Kraków 30-710, ul. Ślusarska 9, NIP 6793098970.
3. The Terms and Conditions set out the rights and obligations of the Users, as well as the rights and obligations of the Owner as the entity managing and operating the Shop.

I. Definitions

1. **User** — a natural person, a legal person or an unincorporated body using the services provided by the Shop.
2. **Shop** — the entity providing the resources at www.pirx3d.com to the Users.
3. **Consumer** — a natural person performing legal transactions not linked directly to their business or professional activity.
4. **Entrepreneur** — a natural person, a legal person or an unincorporated body performing legal transactions linked to their business or professional activity.
5. **Product** — a 3D printer.
6. **Cookies** — small text files containing data which allow the Users to browse the Shop, stored on the User's device.
7. **Buy Now** — a tab allowing the Users to place an order for the Product; available to all Users.

I. Requirements

1. To place an order in the Shop the User needs:
 - an ICT device,
 - Internet access,
 - an email address.
1. The Shop collects information through Cookies, that is text files storing information about the User's device.

2. The User may decide how Cookies are stored on their device. Often, the default settings of Internet browsers enable storing Cookies on a device. The User may change these settings at any time.
3. Disabling Cookies may affect functionalities of the Shop.
4. Detailed information on Cookies is provided in Privacy and Cookies Policy which is an integral part of these Terms and Conditions, available at www.pirx3d.com.

I. Order Placement and Processing

1. The price of the Product is expressed in PLN and includes VAT.
2. The price of the Product does not include shipping costs.
3. The order price is the price given after choosing a shipping method and a payment method.
4. The Product description is available for all Users on the Shop website. The description contains information about the use and properties of the Product as well as its technical specification.
5. An order may be placed outside the Shop via:
 - email at: pirx@pirx3d.com,
 - telephone, during working hours.
1. Before placing an order outside the Shop, the User is required to read the Terms and Conditions sent to him or her by the Administrator via email. To accept the Terms and Conditions, the User should email the following statement: "I have read and accept the Terms and Conditions."
2. Registered Users may place an order by clicking the "Buy Now" button.
3. To place an order via the Shop website the User should fill in the order form by:
 - providing the following information: full name or the name of the company, billing address, shipping address, contact details,
 - choosing a shipping method and a payment method,
 - and confirm the order (before doing so the User will be able to review the order) by clicking the "Confirm" button.
9. After clicking the "Confirm" button, the User will receive a confirmation email.

10. The User may modify the data provided in the ordering process, including the Product chosen, on every stage of the ordering process, up until the final confirmation. To do so the User should follow the instructions on the website.
11. The User agrees to provide true, current and accurate information.
12. By accepting these Terms and Conditions the User states that:
 - he or she uses the Shop services voluntarily;
 - the data provided in the form are true, current and accurate.
9. The User can place an order via the Internet 24 hours a day, all year round. The Product is distributed in the European Union. The User may enter any shipping address.
10. The order will be delivered only if the Product is available in the warehouse or may be provided by the Shop's suppliers. If a part of an order is unavailable, the User will be informed about it immediately and requested to make a decision about order processing.
11. If ordered Products are unavailable, the User may withdraw from the agreement within 20 days from placing the order. If the User has made a payment for the ordered Products or services, the Shop will refund the price within 14 days from notifying the User about the inability to deliver products or services.
12. If the Shop is unable to deliver an order due to a temporary inability to provide a product or service that has properties specified by the User, the Shop may release itself from the obligation by delivering a substitute product or service of the same quality and purpose for the same price or remuneration, at the same time notifying the User in writing about their right to reject the substitute and withdraw from the agreement. In such case, the User may withdraw from a long-distance agreement and the return costs will be covered by the Seller.
13. If the User decides not to accept a substitute product for a similar price, as described in 16., and the User has already made a payment, the Shop is obliged to refund the price **within 14 days from the date when information about the User's rejection of a substitute product has been received.**

I. Shipping

- 1..i.1. The User may select from the following shipping methods:

- Courier Shipping,
 - Personal Collection.
2. The ordered product is shipped to the address indicated by the User in the order form on the website or in an e-mail.
 3. Shipping time includes order processing and delivery time.
 4. Delivery time varies depending on the destination country, but should not take longer than 7 days.
 5. Shipping time depends on the collection or shipping method selected by the User. In each case the agreement should be performed within the maximum of 30 days from the User's declaration of will to enter an agreement.

I. Payment methods

1. Payments can be made in one of the following ways:
 - via bank transfer to the account PL60 1060 0076 0000 3210 0023 1615 for transactions in EUR, or PL97 1060 0076 0000 3210 0023 1628 for transactions in USD; SWIFT CODE: BPHKPLPK.
 - cash payment upon collection;
 - via PayPal;
 - via debit or credit card payment.
1. The User ordering the Product in the Shop is required to provide: name and surname, as well as other data. To receive a VAT invoice the User must fill in the "Company name" and "Tax identification number" fields.
2. The Shop can issue electronic VAT invoices for the Users.
3. Invoices are issued and sent out with ordered products.
4. A natural person not conducting business activities may receive a VAT invoice on request. To receive an invoice, the User should send all necessary information and the order number via email within 7 days from placing an order.
5. Payments are processed by PayLane sp. z o.o., headquartered in Gdańsk, ul. Arkońska 6/A3, 80-387, KRS: 0000227278.

I. Withdrawal right

The following part applies to Users using the Shop as **Consumers**.

1.a.i.1. Pursuant to the Act on the Protection of Certain Consumer Rights and on the Liability for Damage Caused by a Dangerous Product of 2nd March 2000 (Dz. U. No. 22, item 271), the Consumer is entitled to withdraw from the agreement without stating the reason by making a relevant statement in any form within **10 days from the Product delivery**. The statement of withdrawal must be sent before the elapse of the above period.

1.a.i.2. If the User withdraws from the agreement, the Shop will refund the price of the Product within 14 days from receiving the User's statement. The price will be fully refunded and the reimbursement will be made the same way the User chose to make the payment. The Shop issues a written confirmation of return.

1.a.i.3. Template of the statement on the withdrawal from the agreement is provided in Appendix 1 to these Terms and Conditions.

1.a.i.4. The User **is not entitled** to a withdrawal in the following circumstances:

- services commenced, with the Consumer's consent, before the end of the above period;
- audio and visual recordings, as well as those stored on electronic media, after the Consumer has removed their original packaging;
- contracts relating to products or services for which the price or remuneration depends solely on the prices dynamics on a financial market;
- products or services having properties specified by the Consumer in his or her order, or closely related to the Consumer's person;
- products or services which in view of their nature cannot be returned or are subject to rapid deterioration,
- delivery services of press publications,
- services relating to gambling.

I. Newsletter service

1. The Newsletter service consists in sending all information related to the Shop's operations via email.

2. The use of the Newsletter service by the User is voluntary.
3. To subscribe to the Newsletter service the User must:
 - enter their email address in the Newsletter field,
 - click the “Send” button in the “Newsletter” section.
1. A confirmation link will be sent to the indicated email address. The subscription starts after the User’s confirmation.
2. The User may cancel the Newsletter subscription by notifying the Shop via email.

I. Personal data protection

- 1.a.i.1. The data administrator of www.pirx3d.com is PIRX 3D sp. z o.o., Poland, Kraków 30-710, ul. Ślusarska 9, NIP 6793098970, acting in accordance with the Act on Personal Data Protection of 29th August 1997 (consolidated text: Dz.U. of 2002, No. 101, item 926, as amended) and the Act on Providing Services by Electronic Means of 18th July 2002 (Dz.U. No. 144, item 1204, as amended). The Shop’s database has been created solely in order to enable the Users the use the Shop’s services.
- 1.a.i.2. Pursuant to the Terms and Conditions and the applicable legal regulations, the administrator may provide access to the personal data only to the entities authorised under applicable legal regulations.
- 1.a.i.3. The administrator undertakes to safely store the User’s personal data.
- 1.a.i.4. Personal data and other information provided by the User in the order forms and email messages will be used by the administrator to conclude, annex or terminate the agreement with the User and to provide the best quality of service. To this end, the administrator will process the data provided by the user in the order form (name, surname, address, shipping address, and in the case of the entrepreneurs: business name and tax identification number – NIP) or in the Newsletter delivery consent. The User provides his or her personal data voluntarily.
5. The User provides the personal data required for placing the order voluntarily as they are necessary for making a purchase in the e-Shop.
6. If the administrator suspects that the data provided by the User in the order form are falsified or not up-to-date, he is entitled to take the following actions:
 - request that the User provides true, current and accurate data immediately,

- immediate suspension of service until the case is resolved.
7. The Shop's administrator undertakes to use technological and organisational means of data protection, and in particular to secure the data from unauthorised access.
 8. Personal data can be shared with PayLane sp. z o.o. based in Gdańsk, ul. Arkońska 6/A3, 80-387, KRS: 0000227278, to the extent necessary to process payments.

I. Complaints by the Users making purchase as Consumers

1. The products in the offering of the e-Shop are subject to 24-month seller's liability for the non-conformity of goods with the contract, pursuant to the Act on specific terms and conditions of consumer sale of 27th July 2002 (Dz. U. No. 141, item 1176, as amended).
2. Complaints based on the seller's liability for non-conformity of goods with the contracts should be placed in writing:
 - via email to: support@pirx3d.com,
 - by traditional mail to the company's office,
 - or any other form convenient for the User.
1. The complaint should include a detailed description of the type of non-conformity, the date of its identification, order number and contact details, which will facilitate processing of the complaint.
2. The Shop reviews all complaints immediately, not later than 14 days from the date of receiving the complaint.
3. If the complainant does not receive any kind of information from the shop within the period specified in X.4, the complaint is deemed as accepted.
4. If the complaint is justified, the User may demand that the Product is brought to the condition conforming with the agreement by means of repairing or replacing the Product free of charge, unless the repair or replacement are not possible (due to exhaustion of stocks). In that case, the Shop will return the amount of the total price incurred in the transaction by the User.
5. The response to the complaint is sent to the email address, postal address or fax number indicated by the User.
6. The Shop issues written confirmations of the returns.

7. Complaint Form is provided in Appendix 2 to these Terms and Conditions.

I. Cancellation of services

1. The User may cancel the Shop's services provided by electronic means at any time (removal of the User's account in the Shop) by sending a relevant email message or by any other means convenient for the User with no additional costs and without indicating any reasons.
2. On the last day of the termination period the agreement is terminated and the Shop stops providing services to the User.
3. The Shop may terminate the agreement on provision of services on one month's notice with effect as of the end of the settlement period.
4. If the User breaches the provisions of these Terms and Conditions or any applicable laws by using the services, following a seven days' notice period after a call to discontinue such breach, the Shop may terminate the agreement on provision of services with immediate effect.

I. Miscellaneous

1. The Terms and Conditions are available at www.pirx3d.com.
2. Prior to making any amendments to the Terms and Conditions the Shop will inform the Users by publishing the consolidated text of the Terms and Conditions on the Shop's website and sending it to the email addresses indicated by the Users. Provided that other legal obligations are fulfilled, the amended or modified Terms and Conditions are binding only in relation to the legal relationships that arise following their entry into force.
3. No amendments to the Terms and Conditions will violate the acquired rights of the Users who had used the Shop prior to the amendments.