

# Terms and conditions SHOP NAME

## §1

### Company information

**1.1** The online shop SHOP NAME is owned by COMPANY NAME registered in CEIDG - Central Registration and Information on Business held by Minister of Economy; Company ID: REGON REGON, NIP NIP

**1.2** These terms govern your use of SHOP NAME and your purchase of products from our website. You will also be bound by Terms and Conditions of our ecommerce services when you order or purchase any goods from our store.

## §2

### Definitions

1. Consumer – any natural person who concludes a legal transaction for purposes that can be primarily attributed neither SHOP NAME, to a trade nor a profession
2. COMPANY NAME, the headquarters at: ADDRESS registered in CEIDG - Central Registration and Information on Business held by Minister of Economy; Company ID: REGON REGON, NIP NIP
3. User – any natural or legal person that submits an order in our online Store
4. Store – the online shop at SITE ADDRESS owned by the Entrepreneur;

## §3

### Contact details

**3.1** Address: ADDRESS

**3.2** Email: MAIL ADDRESS

**3.3** Phone: PHONE NUMBER

**3.4** Consumer may contact the Entrepreneur by means of the aforementioned contact details.

## §4

### General

**4.1** All prices are in CURRENCYPrices include VAT unless indicated otherwise but exclude delivery charges and customs duty and other taxes if applicable.

## §5

### Payments

**5.1** Unless agreed otherwise in writing, payment is to be made due to the chosen payment method: cash on delivery or in advance - within 7 days after submitting the order.

**5.2** Payment methods:

- (a) bank transfer;
- (b) credit card;

**5.3** Orders will be shipped upon the receipt of payment.

**5.4** The goods shall be sent by the Entrepreneur due to the date given in the item's description; delivery option is chosen by the customer while submitting the order.

## §6

### Right of withdrawal

**6.1** If the customer is a consumer (as per § 221 of the Polish Civil Code), he/she shall be entitled to withdraw from this Contract within fourteen (14) days without giving any reason for doing so.

**6.2** The deadline for withdrawal shall be fourteen (14) days from the date on which the customer or a third party appointed by the customer, who is not the carrier, takes possession of the final goods delivered.

**6.3** In order to exercise the right of withdrawal, the customer shall notify the Entrepreneur COMPANY NAMEof his/her withdrawal from this Contract in clear written declaration, using contact details included herein.

**6.4** The Consumer may use the withdrawal form template attached to the document; nevertheless, this is not obligatory.

**6.5** The withdrawal deadline is to be met if the customer sends the Communications concerning the exercise of the right of withdrawal before the expiry of the deadline.

## **6.6** Consequences of withdrawal:

- If the Customer withdraws from this Contract, the Entrepreneur shall reimburse any payments received from the customer, including delivery costs (excluding the additional costs incurred if the customer has selected a different type of delivery to the cheapest standard delivery option offered by the Entrepreneur; but not later than fourteen (14) days after the day on which the entrepreneur receive the written declaration of the customer's withdrawal from this Contract;
- The Entrepreneur will use the same payment method used for the original transaction in order to provide the reimbursement, unless otherwise expressly agreed; under no circumstances will the customer be charged a fee for this refund;
- The Entrepreneur may withhold the refund until the returned goods are received or until the Customer provides proof that the goods have been returned, whichever is earlier;
- The Consumer is obliged to return or hand over the goods to the Entrepreneur without delay and no later than fourteen (14) days from the date on which the Consumer notifies the Entrepreneur of withdrawal from this Contract. If the Consumer sends the goods before the expiry of the fourteen-day deadline, the deadline is deemed to be met;
- The Consumer shall bear the costs of returning the goods;
- The Consumer will be liable for any diminished value of the goods if this loss in value is attributable to any use of handling of the goods which is not deemed necessary in order to verify the condition, features and functioning of the goods;
- Further returns information concerning the goods whose specification and production is subject to Customer's individual needs and the standard postal delivery is impossible, shall be explained in the item's description on our Store's website.

## **§7**

### **Warranty and Return Policy**

**7.1** The Entrepreneur is obliged to deliver goods with no defects or any other damages.

**7.2** If the Customer receives a faulty item, he/she has right to make warranty claims, as per § 121 of the Polish Civil Code.

**7.3** The complaint shall be made in writing and sent to the Entrepreneur on the given address via post or email within 14 days after the Product shipment date.

**7.4** It is recommended for the warranty claim to contain a concise description of the defect, the date of defect occurrence and personal details of the Claimant.

**7.5** The Entrepreneur is obliged to respond to the warranty claim within 14 days, otherwise the warranty claim is considered to be valid.

**7.6** The goods shipped on the grounds of warranty claims shall be sent to the address given herein within 14 days after the delivery confirmation.

**7.7** The extent of the guarantee given for a product is described alongside each product available at SITE ADDRESS.

## §8

### Out of Court Settlement

**8.1** The Customer may settle any claim outside the formal judicial proceedings by means of:

- Mediation procedure conducted by Trade Inspectorates;
- Court of Conciliation to the Chamber of Industry and Commerce.

## §9

### Personal details

**9.1** The use of the website or any of its services may require the User to provide their personal information. The Consumer decides whether or not he/she wishes to make his/her personal details known to us. Such information is relevant for the Consumer's enquiry and is provided by the Consumer on a voluntary basis.

**9.2** Consumer's personal data is saved and processed exclusively by the Entrepreneur, only to the extent required to fulfill the Entrepreneur's contractual and legal obligation to the Consumer. For certain operations (e.g. shipment of parcels) it is necessary to transmit personal data to third parties (e.g. postal services).

**9.3** The Consumer is allowed to make a request for access and correction of his/her personal data retained by the Entrepreneur.

## §10

### Final Provisions

**10.1** To All matters not settled herein, appropriate provisions of the Polish law shall respectively apply; in particular, the provisions of the Polish Civil Code, the Act of 29 August 1997 on the Protection of Personal Data

**10.2** the Act of 30 May 2014 on Consumer Protection (Journal of Laws 2014 Item 827)

**10.3** the Act of 23 April 1964 Polish Civil Code and the Act of 17 November 1964 Polish Civil Procedure Code

**10.4** Any dispute arising under the Terms and Conditions herein shall be determined In accordance with the law of Republic of Poland.

**10.5** All disputes arising in the course of using our online store SHOP NAME by the Customers shall be determined by an appropriate common court.

**10.6** The Consumer, at the same time, has the right to use out-of-court means of dealing with complaints and claims, that is;

- submit a request for mediation to Mediation Centre attached to the Court of Arbitration at the Polish chamber of Commerce in Warsaw, due to the rules and regulations therein;

- submit a request for legal assistance free of charge from a local consumer ombudsman, or a social organization, whose statutory task include consumer protection

The Purchase Order Agreement issued by SHOP NAME is a binding legal contract between the Consumer and the Entrepreneur made expressly subject to the Terms and Conditions herein, valid for a single order only. Submitting a new order requires acceptance of the Terms and Conditions for each order separately.

## **§11**

### **Wzór odstąpienia od umowy**

Imię i nazwisko

Miejscowość

Data

Adres

Telefon

e-mail

ADDRESS

### Formularz odstąpienia od umowy

Oświadczam, że zgodnie z art. 27 ustawy z dnia 30 maja 2014 r. o prawach konsumenta (Dz. U. 2014 r. poz. 827) odstępuję od umowy nr \_\_\_\_\_ zawartej dnia \_\_\_\_\_ dotyczącej zakupu towaru/usługi:

| Lp. | Nazwa towaru | Symbol | Ilość | Cena jednostkowa brutto |
|-----|--------------|--------|-------|-------------------------|
| 1   |              |        |       |                         |
| 2   |              |        |       |                         |
| 3   |              |        |       |                         |
| 4   |              |        |       |                         |
| 5   |              |        |       |                         |

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Podpis klienta