

## **ONLINE STORE REGULATIONS bbdental.shop**

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### **1. GENERAL PROVISIONS**

1.1. The online store available at bbdental.shop is run by Paweł Zimny running a business under the name Paweł Zimny - Dental Supplies entered into the Central Register and Information on Economic Activity of the Republic of Poland kept by the minister responsible for economy, NIP 9959548777, e-mail address: info@bbdental.shop.

1.2. The Online Store is intended only for entrepreneurs operating in the field of dental practice and invitations to conclude contracts via the Online Store are addressed exclusively to them. The Regulations apply only to contracts concluded with entrepreneurs operating in the territory of the Republic of Poland and, subject to the previous sentence, do not apply to consumers.

1.3. The administrator of personal data processed in connection with the implementation of the provisions of these Regulations is the Service Provider - Paweł Zimny running a business under the name of Paweł Zimny - Dental Supplies, Olszówka 36, 43-309 Bielsko-Biała, Poland, entered in the Central Register and Information on Economic Activity of the Republic of Poland conducted by the minister responsible for economy, NIP 9959548777, e-mail address: info@bbdental.shop.

1.3.1 Personal data is processed for the purposes, to the extent and based on the principles set out in the privacy policy published on the Online Store website. Providing personal data is voluntary, but necessary for the provision of Electronic Services as part of the Online Store or the conclusion of the Product Sales Agreement.

1.3.2. The recipient has the following rights:

- the right to request access to your data, rectification, deletion or limitation of processing,
- the right to object to the processing,
- the right to data portability,
- the right to withdraw consent to the processing of personal data for a specific purpose, if the Customer previously gave such consent,
- the right to lodge a complaint with the supervisory body in relation to the processing of personal data by the Administrator,

In order to exercise the rights indicated above, an appropriate message should be sent by e-mail to the following address: info@bbdental.shop, or in writing to the correspondence address of the Data Administrator.

1.3.3 The administrator guarantees the confidentiality of all personal data provided to him.

#### 1.4. Definitions:

1.4.1. **PERSONAL DATA** - we process data regarding material or personal relationships of a specific or identifiable natural person. These include your first and last name; e-mail address; contact telephone number; address (street, house number, apartment number, zip code, city), at the same time, these are all the necessary data that the user provides when registering and creating a customer account. Their application is voluntary, but necessary to perform the service, therefore failure to provide them results in the refusal to conclude this contract.

1.4.2. **WORKING DAY** - any day from Monday to Friday, excluding public holidays.

1.4.3. **ORDER FORM** - Electronic Service, an interactive form available in the Online Store that allows placing an Order, in particular by adding Products to the electronic basket and defining the terms of the Sales Agreement, including the method of delivery and payment.

1.4.4. **CUSTOMER** - a Service Recipient who intends to conclude or has concluded a Sales Agreement with the Seller.

1.4.5 **CIVIL CODE** - the Civil Code Act of April 23, 1964 (Journal of Laws No. 16, item 93, as amended).

1.4.6. **PRODUCT** - a movable item available in the Online Store which is the subject of the Sales Agreement between the Customer and the Seller.

1.4.7. **REGULATIONS** - these regulations of the Online Store.

1.4.8. **ONLINE STORE** - the Service Provider's Online Store available at the internet address: bbdental.shop

1.4.9. **SELLER; SERVICE PROVIDER** - Pawel Zimny running a business under the name Pawel Zimny - Dental Supplies (address of the place of business and correspondence address: Olszówka 36, 43-309 Bielsko-Biała) entered into the Central Register and Information on Economic Activity of the Republic of Poland kept by the minister competent for economic affairs, NIP 9959548777, e-mail address: info@bbdental.shop.

1.4.10. **SALES AGREEMENT** - a Product sales contract concluded between the Customer and the Seller via the Online Store.

1.4.11. **ELECTRONIC SERVICE** - a service provided electronically by the Service Provider to the Service Recipient via the Online Store.

1.4.12. **SERVICE RECIPIENT** - An entrepreneur within the meaning of Article 43 [1] of the CIVIL CODE.

1.4.13. **ORDER** - Customer's declaration of intent aimed directly at concluding a Product Sales Agreement with the Seller.

## **2. ELECTRONIC SERVICES IN THE ONLINE STORE**

2.1. The following Electronic Services are available in the Online Store: Order Form.

2.1.1. Order Form - the use of the Order Form begins

when the first Product is added to the electronic basket in the Online Store. Placing an Order takes place after completing two consecutive steps - (1) completing the Order Form and (2) clicking the "Pay with Paypal" field - until then it is possible to modify the entered data yourself (to do this, follow the displayed messages and information available on the website of the Online Store).

2.2. The use of Electronic Services by the Customer is free of charge.

2.2.1. The use of the Order Form is of a one-off nature and ends when the Order is placed through it.

2.3. Technical requirements necessary for cooperation with the ICT system used by the Service Provider:

2.3.1. Computer, laptop or other multimedia device with Internet access.

2.3.2. Access to e-mail.

2.3.3. Internet browser: Mozilla Firefox version 11.0 and higher or Internet Explorer version 8.0 and higher, Opera version 7.0 and higher, Google Chrome version 12.0.0 and higher, Safari version 1.0 and higher.

2.3.4. Recommended screen resolution: 1024x768.

2.3.5. Enabling cookies and Javascript support in the web browser.

2.4. The Service Recipient is obliged to use the Online Store in a manner consistent with the law and morality, with respect for personal rights and intellectual property rights of third parties.

2.5. The Service Recipient is obliged to enter data in accordance with the facts.

2.6. The Service Recipient is prohibited from providing illegal content.

## **3.SALES AGREEMENT CONDITIONS**

3.1. Price lists and other information about the Products provided on the websites of the Online Store, in particular their descriptions, technical and performance parameters and prices, constitute an invitation to conclude a contract, within the meaning of art. 71 of the Civil Code.

3.2. The Product price shown on the Online Store website is given in euro and includes all components, including VAT and customs duties.

3.3. The Product price shown on the Online Store website is binding at the time of placing the Order by the Customer. This price will not change regardless of price changes in the Online Store, which may occur for individual Products after the Customer places an Order.

3.4. Conclusion of the Sales Agreement using the Order Form:

3.4.1. In order to conclude a Sales Agreement, the Customer must first place an Order.

3.4.2. After placing the Order, the Seller immediately confirms its receipt, which results in the acceptance of the Order for execution. Confirmation of receipt of the Order and its acceptance for implementation takes place by sending an appropriate e-mail to the Customer's e-mail address provided during registration. Upon receipt of the above e-mail by the Customer, a Sales Agreement is concluded between the Customer and the Seller.

3.4.3. After placing the Order by the Customer, the Seller may cancel it in part or in whole without giving any reason. In the event of cancellation of an order that has already been paid for - the Seller undertakes to return the entire amount paid by the Customer without delay.

3.5. The content of the concluded Sales Agreement is made available to the Customer by (1) providing these Regulations on the Online Store website, (2) sending the Customer the e-mail message referred to in point 3.4.2., And also by (3) sending a proof of purchase and specification of the concluded Sales Agreement.

#### **4.PAYMENT METHODS**

4.1. The seller provides the following payment methods:

4.1.1. PayPal payment only.

4.1.3. Accepted cards payments:

- \* Visa
- \* Visa Electron
- \* MasterCard
- \* MasterCard Electronic
- \* Maestro

The online payment service provider is PayPal

4.2. By concluding a contract via the Online Store, the Customer agrees that the Seller will issue him an electronic invoice within the meaning of art. 106n of the Act of March 11, 2004 on tax on goods and services.

#### **5.COST, TIME AND DELIVERY METHODS**

5.1. The Seller provides the following methods of delivery or collection of the Product:

5.1.1. Direct delivery service provided by the online store.

5.2. Delivery costs are fully covered by the online shop.

5.3. The date of delivery of the Product to the Customer is up to 3 Business Days, unless the online store has informed by e-mail about the delayed delivery time. Such situations practically do not happen, but in random and independent cases it is possible.

## **6.COMPLAINT PROCEDURE**

6.1. Product complaints: in accordance with art. 558 § 1 of the Civil Code, the Seller's liability under the warranty towards the Customer is excluded

6.2. Complaints related to the provision of Electronic Services by the Service Provider and other complaints related to the operation of the Online Store:

6.2.1. Complaints related to the provision of Electronic Services via the Online Store and other complaints related to the operation of the Online Store may be submitted by the Service Recipient via e-mail to the following address: [info@bbdental.shop](mailto:info@bbdental.shop) or in writing to the following address: Olszówka 36, 43-309 Bielsko-Biała.

6.2.2. It is recommended to provide in the description of the complaint as much information and circumstances as possible regarding the subject of the complaint, in particular the type and date of irregularities and contact details - this will facilitate and accelerate the consideration of the complaint by the Service Provider.

6.2.3. Consideration of the complaint by the Service Provider takes place immediately, not later than within 14 days.

6.2.4. The Service Provider's response to the complaint is sent to the address provided by the Service Recipient, unless the Service Recipient specifies otherwise.

## **7.ADDITIONAL TERMS**

7.4. Upon the release of the Product by the Seller to the customer, the benefits and burdens associated with the item and the risk of accidental loss or damage to the item are transferred to the customer. In such a case, the Seller is not responsible for the loss, defect or damage to the Product.

7.5. During the collection of the Product, the Customer is obliged to inspect the parcel for possible damage. If the customer finds that the Product has been damaged during transport, he is not obliged to accept it and the Seller undertakes to deliver the product free of any defects as soon as possible.

7.6. The liability of the Service Provider / Seller towards the Service Recipient / Customer, regardless of its legal basis, is limited - both as part of a single claim, as well as for all claims in total - up to the amount of the price paid under the Sales Agreement. The Service Provider / Seller is liable to the Service Recipient / Customer only for typical damages predictable at the time of concluding the contract and is not responsible for the lost benefits in relation to the Service Recipient / Customer.

## **8.FINAL PROVISIONS**

8.1. Agreements concluded via the Online Store are concluded in accordance with Polish law.

8.2. The Service Provider reserves the right to amend the Regulations. The amended Regulations bind the Service Recipient if the requirements specified in art. 384 of the Civil Code, ie the Service Recipient has been properly informed about the changes and the Service Recipient has not terminated the contract for the provision of Electronic Services of a continuous nature within 7 days from the date of notification. Amendments to the Regulations will not affect the already placed or placed Orders and concluded, implemented or performed Sales Agreements.

8.3. If any of the provisions of the Regulations turns out to be invalid in whole or in part, the remaining provisions remain in force, the Service Provider / Seller and the Service Recipient / Customer undertake, at the request of any of them, to replace the invalid provisions with provisions whose legal force and economic effect are the most similar. to the replaced provisions.

8.4. In matters not covered by these Regulations, the provisions of the Civil Code shall apply; Act on the provision of electronic services of July 18, 2002 (Journal of Laws No. 144, item 1204, as amended); and other relevant provisions of Polish law.

8.5. Disputes arising between the Service Provider / Seller and the Service Recipient / Customer shall be submitted to the court having jurisdiction over the seat of the Service Provider / Seller.

**We sell to dental practices only.**