

## **Regulations of the online store**

### **§ 1**

#### **Introductory provisions**

1. Wojmir Rzemiosło Artystyczne online store, available at [www.wojmir.pl](http://www.wojmir.pl)
2. These Regulations are addressed to both Consumers and Entrepreneurs using the Store and define the rules of using the Online Store as well as the rules and procedure for concluding Sales Agreements with the Customer at a distance via the Store.

### **§ 2**

#### **Definitions**

Consumer - a natural person concluding a contract with the Seller as part of the Store, the subject of which is not directly related to its business or professional activity.

Seller - a natural person running a business under the name of: see § 1 point 1

Customer - each entity making purchases through the Store.

Entrepreneur - a natural person who conducts business activity on his own behalf and uses the Store.

Store - an online store run by the Seller at the Internet address [www.wojmir.pl](http://www.wojmir.pl)

Distance contract - an agreement concluded with the client via the Online Store [wojmir.pl](http://wojmir.pl)

Regulations - these Store regulations.

Order - the Customer's declaration of will submitted via the Order Form and aimed directly at concluding the Product Sales Agreement or Products with the Seller.

Account - customer account in the Store, it contains data provided by the customer and information about orders placed by him in the store.

Registration form - a form available in the Store that allows you to create an Account.

Order form - an interactive form available in the Store that allows you to place an Order, in particular by adding Products to the Cart and defining the terms of the Sales Agreement, including the method of delivery and payment.

Shopping Cart - an element of the Store's software in which the Products selected for purchase are visible, and it is also possible to determine and modify the Order data, in particular the quantity of products.

Product - a movable item / service available in the Store which is the subject of the Sales Agreement between the Customer and the Seller.

Sales Agreement - a Product sales contract concluded or concluded between the Customer and the Seller via the Online Store [wojmir.pl](http://wojmir.pl)

### **§ 3**

#### **Contact with the Store**

1. Seller's address: Dawid Goniwiecha ul. Pelagii Kwapulinskiej 19, 41-707 Ruda Slaska,  
POLAND
2. Seller's e-mail address: [wojmir@wojmir.pl](mailto:wojmir@wojmir.pl)
3. Seller's telephone number: +48 696 611 475
4. The Customer may communicate with the Seller using the addresses and telephone numbers provided in this paragraph.
5. The Customer may communicate by phone with the Seller between 9.00 am and 5.00 pm

### **§ 4**

#### **Technical requirements**

To use the Store, including viewing the Store's assortment and placing orders for Products, you must:

- a. terminal device with access to the Internet and a web browser
- b. an active e-mail account (e-mail),
- c. enabled cookies

## **§ 5**

### **General information**

1. The Seller, to the fullest extent permitted by law, shall not be liable for any disruptions, including interruptions in the functioning of the Store, caused by force majeure, unlawful actions of third parties or incompatibility of the Online Store with the Customer's technical infrastructure.
2. Viewing the Store's assortment does not require creating an Account. Placing orders by the Customer for Products in the Store's assortment is possible either after creating an Account in accordance with the provisions of § 6 of the Regulations or by providing the necessary personal and address data enabling the Order to be completed without creating an Account.
3. The prices given in the Store are gross prices. The company operating under the name Wojmir Rzemiosło Artystyczny is exempt from VAT pursuant to Art. 113 paragraph. 1 of the VAT Act
4. The final amount to be paid by the Customer consists of the price for the Product and the cost of delivery, about which the Customer is informed on the Store's website when placing the Order, including when expressing the will to be bound by the Sales Agreement.
5. When the nature of the subject of the Agreement does not allow, judging reasonably, to calculate the final price in advance, information on the manner in which the price will be calculated, as well as charges for transport, delivery, postal services and other costs, will be given in the Store in the Product description.

## **§ 6**

### **Creating an Account in the Store**

1. To create an Account in the Store, you must complete the Registration Form. It is necessary to provide the following data: name, surname, street with number, zip code, city, country, contact telephone number and e-mail address.
2. Creating an Account in the Store is free.
3. Logging in to the Account is done by entering the login and password set in the Registration Form.
4. The Customer may at any time, without giving a reason and without incurring any fees, delete the Account by sending an appropriate request to the Seller, in particular via e-mail or in writing to the addresses provided in § 3

## **§ 7**

### **Rules for placing an Order**

In order to place an Order:

1. select the Product that is the subject of the Order, and then click the "Add to cart" button
2. log in or use the option of placing an Order without registration;
3. if the option of placing an Order without registration has been selected - fill in the Order Form by entering the details of the Order recipient and the address to which the Product is to be delivered, select the type of shipment (method of delivery of the Product), enter the invoice data, if different from the recipient's details,
4. Click the "Order and pay" button and confirm the order,
5. choose one of the available payment methods and depending on the method of payment, pay for

the order within a specified period, subject to § 8 point 3.

## **§ 8**

### **Delivery and payment methods offered**

1. The Customer may use the following methods of delivery or collection of the ordered Product:
  - a. Courier
  - b. Personal pickup available at the business address
2. The customer may use the payment by bank transfer to the Seller's account

## **§ 9**

### **Execution of the sales contract**

1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed an Order using the Order Form in the Online Store in accordance with § 7 of the Regulations.
2. After placing the Order, the Seller sends an e-mail with information about the date of the contract and payment details. The customer has the right to withdraw from the conclusion of the sales contract if the given deadline is too long. Upon receipt by the Seller of the amount due for the order, a Sales Agreement is concluded between the Customer and the Seller.
3. The customer is obliged to make the payment within 7 calendar days from the date of receipt of the e-mail with information about the date of implementation and payment data - otherwise the order will be canceled.
4. Delivery of the Product to the Customer is payable, the courier's cost is given in the delivery form, or for orders from outside the EU, it is priced individually.
5. Personal collection of the Product by the Customer is free of charge.

## **§ 10**

### **The right to withdraw from the contract**

1. The consumer may withdraw from the Sales Agreement within 14 days without giving any reason.
2. The running of the time limit specified in sec. 1 begins with the delivery of the Product to the Consumer or a person other than the carrier designated by him.
3. In the case of an Agreement that covers many Products that are delivered separately, in batches or in parts, the date specified in paragraph 1 runs from the delivery of the last item, batch or part.
4. The consumer may withdraw from the Agreement by submitting to the Seller a declaration of withdrawal from the Agreement. To meet the deadline for withdrawing from the Agreement, it is enough for the Consumer to send a statement before the expiry of this period.
5. The statement may be sent by traditional mail, fax or by e-mail by sending the statement to the Seller's e-mail address or by submitting the statement on the Seller's website - the Seller's contact details are specified in § 3. The statement may also be submitted on the form which the template is attached as Appendix 1 to these Regulations and an attachment to the Act of May 30, 2014 on consumer rights, but it is not obligatory.
6. In the event of sending the statement by the Consumer by e-mail, the Seller shall immediately send the Consumer to the e-mail address provided by the Consumer confirmation of receipt of the declaration of withdrawal from the Agreement.
7. Consequences of withdrawal from the Agreement:
  - a. In the event of withdrawal from a Distance Agreement, the Agreement shall be deemed not to have been concluded.
  - b. In the event of withdrawal from the Agreement, the Seller shall immediately return to the

- Consumer, not later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the Agreement, all payments made by him, excluding courier fees.
- c. The reimbursement will be made by the Seller using the same payment methods that were used by the Consumer in the original transaction, unless the Consumer has expressly agreed to a different solution that will not involve any costs for him.
  - d. The Seller may withhold the reimbursement until the Product is received back or until proof of its return is provided to him, whichever occurs first.
  - e. The consumer should return the Product to the Seller's address provided in these Regulations immediately, no later than 14 days from the date on which he informed the Seller about the withdrawal from the Agreement. The deadline will be met if the Consumer sends the Product back within 14 days.
  - f. The consumer bears the direct costs of returning the Product.
8. The right to withdraw from a distance contract is not entitled to the Consumer in relation to the Agreement:
- a. in which the subject of the service is a non-prefabricated item, manufactured according to the Consumer's specification or serving to satisfy his individual needs,
  - b. for the provision of services, if the Seller has fully performed the service with the express consent of the Consumer, who was informed before the commencement of the service that after the Seller has fulfilled the service, he will lose the right to withdraw from the Agreement.

## **§ 11**

### **Complaint and warranty**

1. The Sales Agreement covers new Products.
2. Complaints should be submitted in writing or electronically to the addresses of the Seller provided in these Regulations.
3. Complaints should be submitted in writing or by e-mail to the address provided in these Regulations.
4. It is recommended to include in the complaint, inter alia, a brief description of the defect, the circumstances (including the date) of its occurrence, the details of the customer submitting the complaint, and the customer's request in connection with the defect of the goods.
5. The Seller will respond to the complaint immediately, no later than within 14 days, and if he does not do so within this period, it is considered that the Customer's request was considered justified.
6. Goods returned as part of the complaint procedure should be sent to the address given in § 3 of these Regulations.
7. A guarantee is given for all products in the store.

## **§ 12**

### **Personal data in the Online Store**

1. The administrator of personal data of Customers collected via the Online Store is the Seller.
2. Customers' personal data collected by the administrator via the Online Store are collected in order to implement the Sales Agreement, and if the Customer agrees - also for marketing purposes.
3. The recipients of personal data of the Customers of the Online Store may be:
  - a. In the case of a Customer who uses the Online Store with the method of delivery by post or courier, the Administrator provides the Customer's collected personal data to the selected carrier or intermediary performing the shipment at the request of the Administrator.
  - b. In the case of a Customer who uses the Online Store with the method of electronic payments or with a payment card, the Administrator provides the collected personal data of the Customer to the selected entity servicing the above payments in the Online Store.
4. The customer has the right to access their data and correct them.
5. Providing personal data is voluntary, but failure to provide the personal data indicated in the

Regulations necessary to conclude a Sales Agreement results in the inability to conclude this contract.

**§ 13**  
**Final Provisions**

1. The Seller reserves the right to amend the Regulations for important reasons, that is: changes in the law, changes in payment and delivery methods - to the extent to which these changes affect the implementation of the provisions of these Regulations. The Seller will inform the Customer about each change at least 7 days in advance.
2. In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the act on the provision of electronic services; the Act on Consumer Rights, the Act on the Protection of Personal Data.