

## Online Shop Regulations

### § 1

#### Preliminary provisions

1. The online shop "Christmas.pl/shop" available at the Internet address <http://christmas.pl/shop> is run by Dariusz Kowalczyk conducting economic activity under the business name PPH "IMPULS" Dariusz Kowalczyk, entered in the Central Registration and Information on Economic Activity (CEIDG) maintained by the minister of economy, NIP [tax identification number] 5730101733, REGON [national statistical business entity number] 002760152

### § 2

#### Definitions

1. **Consumer** - a natural person concluding an agreement with the Seller within the Shop, the subject of which is not directly related to its business or professional activity.
2. **Seller** - a natural person conducting economic activity under the business name PPH "IMPULS" Dariusz Kowalczyk, entered in the Central Registration and Information on Economic Activity (CEIDG) maintained by the minister of economy, NIP [tax identification number] 5730101733, REGON [national statistical business entity number] 002760152.
3. **Customer** - each entity making purchases through the Shop.
4. **Entrepreneur** - a natural person, legal person and an organizational unit that is not a legal entity, whose legal capacity is recognized by a separate law, conducting economic activity on their own behalf and using the Shop.
5. **Shop** - the online shop run by the Seller at the following Internet address <http://christmas.pl/shop>
6. **Distance agreement** - an agreement concluded with the Customer as part of an organized system of concluding distance agreements (within the Shop), without the simultaneous physical presence of the parties, with the sole use of one or more means of distance communication up to and including the conclusion of the agreement.
7. **Regulations** - these Regulations of the Shop.
8. **Order** - declaration of will submitted by the Customer with the use of an Order Form and directly aiming to conclude the Agreement of Sale of the Product or Products with the Seller.
9. **Account** - the customer's account in the Shop where the data provided by the Customer is collected together with the information about the Orders placed in the Shop.
10. **Registration form** - the form available in the Shop enabling creation of an Account.
11. **Order form** - an interactive form available on the website of the Shop enabling submission of the Order, in particular by adding Products to the Cart and determining the terms and conditions of the Agreement of Sale, including a payment and delivery method.
12. **Cart** - an element of the Shop software, in which the Products selected by the Customer for purchase are visible, and in which it is also possible to determine and modify the Order information, in particular the quantity of products.
13. **Product** - a movable item/service available in the Shop which is the subject of the Sale Agreement between the Customer and the Seller.
14. **Sale Agreement** - an agreement of sale of the Product to be concluded or concluded between the Customer and the Seller through the Online Shop. The Sale Agreement also means - depending on the features of the Product - an agreement for the provision of services and a contract for specific work.

### **§ 3**

#### **Contact with the Shop**

1. Seller's address: ul. Żyzna 11 M, 42-202 Częstochowa, Poland
2. Seller's e-mail address: sylwia@christmas.pl
3. Seller's telephone number: +48343661303
4. The Customer can communicate with the Seller using the addresses and telephone numbers provided in this paragraph.
5. The Customer can communicate by telephone with the Seller on Monday to Friday from 8.00 to 15.00 hrs.

### **§ 4**

#### **Technical requirements**

To use the Shop and to browse through the Shop product range and place orders for the Products, the following are necessary:

- a. an end device with access to the Internet and an internet browser such as Mozilla Firefox, Internet Explorer, Opera, Google Chrome, and others,
- b. an active e-mail account,
- c. enabled cookies.

### **§ 5**

#### **General information**

1. The Seller, to the fullest extent permitted by law, shall not be held liable for any disruptions, including interruptions in the functioning of the Shop caused by force majeure, unauthorized actions of third parties or incompatibility of the Online Shop with the Customer's technical infrastructure.
2. It is not required to create an Account in order to browse through the Shop product range. Placing orders by the Customer for the Products in the Shop range 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 processed without creating the Account.
3. Prices in the Shop- on the English-language site are provided in Euro and are gross prices (including VAT) - on the Polish-language site - the prices specified in the Shop are converted into PLN from Euro in accordance with the National Bank of Poland exchange rate and are gross prices (including VAT).
4. The final (total) amount to be paid by the Customer consists of the price of the Product and the cost of delivery (including charges for transport), which the Customer is informed about on the Shop site when placing an Order, also when expressing the will to be bound by the Sale Agreement.

### **§ 6**

#### **Creating an Account in the Shop**

1. To create an Account in the Shop the Registration Form must be filled in. It is necessary to provide the following information: full name, postal address, email address, telephone.
2. Creating an Account in the Shop is free of charge.
3. Logging into the Account is effected by entering a login and a password specified in the Registration Form.
4. The Customer can, at any time and without giving any reason and free of charge delete the Account by sending a relevant request to the Seller, in particular via e-mail or in writing at the addresses provided in § 3.

### **§ 7**

#### **Rules for Placing Orders**

To place an Order:

1. log in to the Shop;

2. select the Product being the subject of an Order, and then click the "Add to cart" button;
3. log in or use the option of placing an Order without registration;
4. if you have selected the option of placing the Order without registration - fill in the Order Form by entering data of the Order recipient and the address to which the products are to be delivered.
5. click "Order and pay" button
6. 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 item 3.

## **§ 8**

### **Delivery and payment methods available**

1. The Customer may use the following methods of delivery or collection of the Product ordered:
  - a. Courier parcel
  - b. Courier parcel with payment on delivery (available for Polish customers)
  - c. Pick-up in person at: Żyzna 11 M, 42-202 Częstochowa (the service is available for Polish customers).
2. The Customer can use the following payment methods:
  - a. Payment by cash on pick-up in person (service available for Polish customers)
  - b. Payment on delivery (service available for Polish customers)
  - c. Payment by bank transfer into the Seller's account
  - d. Electronic payments
  - e. Card payment.

## **§ 9**

### **Performance of the Sale Agreement**

1. The conclusion of the Sale Agreement between the Customer and the Seller is effected after the Customer has placed an Order using the Order Form in the Online Shop in accordance with § 7 of the Regulations.
2. The Seller, in response to the Order placed, immediately sends confirmation that the Order has been received and simultaneously accepts the order for processing. The shipping time of the order is within 14 calendar days. The acknowledgement of the Order received and its acceptance for processing is effected through an electronic message sent by the Seller to the Customer at the Customer's e-mail address provided when placing the Order with such message including at least the Seller's acknowledgement of receiving the Order and its acceptance for processing together with the confirmation of the conclusion of the Sale Agreement. Upon the receipt of the above e-mail by the Customer the Sale Agreement is concluded between the Customer and the Seller.
3. If the Customer chooses:
  - a. a payment by bank transfer, an electronic payment or a card payment, the Customer shall make the payment within 7 calendar days from the date of the Sale Agreement - otherwise the order is cancelled.
  - b. a payment on delivery on pick-up of the parcel, the Customer shall make the payment upon pick-up of the parcel (service available for Polish customers).
  - c. a payment in cash and pick-up of the parcel in person, the Customer shall collect the goods within 7 days from the information about the goods being ready for pick-up. After this time the sale transaction is cancelled (service available for Polish customers).
4. If the Customer has chosen a delivery method other than pick-up in person, the Product will be sent by the Seller within 14 calendar days in the manner selected by the Customer when placing the Order.
5. The start of the period of the Product delivery to the Customer is counted as follows:

- a. If the Customer chooses the payment by bank transfer, electronic payment or card payment - from the day when the Seller's bank account has been credited.
- b. If the Customer chooses the method of payment on delivery - from the date of the conclusion of the Sale Agreement, (service available for Polish customers).
- 6. If the Customer chooses to pick the Product up in person, the Product will be ready to be collected by the Customer within the time specified in the Product description (service available for Polish customers). The Customer will be additionally informed by the Seller about the Product readiness for collection with an electronic message at the Customer's e-mail address specified when placing the Order.
- 7. The start of the period of the Product readiness for pick-up by the Customer is counted as follows:
  - a. If the Customer chooses the payment by bank transfer, electronic payment or card payment - from the day when the Seller's bank account has been credited.
 If the Customer chooses the payment in cash on pick-up in person - from the date when the Sale Agreement has been concluded.
- 8. Delivery of the Product to the Customer is payable, unless the Sale Agreement provides otherwise. Shipping costs of the Product (including transportation fees, delivery and postal services) are specified to the Customer on the sites of the Online Shop in the "Shipping costs" tab and while placing the Order, including when the Customer makes their declaration of will to be bound by the Sale Agreement.
- 9. The customer can pick up the Product in person free of charge.
- 10. The Customer shall inspect the parcel at the time of its receipt from the carrier. If the contents of the parcel have been damaged during transport, the Customer shall fill in a complaint form (or write a letter of complaint by hand) and obtain the carrier's signature on it. In the event of failure to do so the goods damaged (a broken glass decoration) is not subject to return and the Shop will not be held liable for the resulting situation.
- 11. Any risk of accidental loss of or damage to the goods is transferred to the Customer at the moment of delivering the goods to the Customer by the carrier.
- 12. By placing an order in the Shop the Customer accepts the fact that the purchased products (glass Christmas tree ornaments) are handmade and therefore may slightly differ in colour, shape or pattern from the ornaments shown in the pictures of the Shop product range. Shades of colours of decorations in the pictures may also be distorted by the settings of individual monitors. The above is not subject to complaint or return of the goods purchased in the Shop.

## **§ 10**

### **Right to withdrawal from the agreement**

- 1. The Consumer may withdraw from the Sale Agreement within 14 days without giving any reason. (Dz. U. [Journal of Laws] of 2014, it. 827 as amended.)
- 2. The time limit specified in it.1 begins with the delivery of the Product to the Consumer or a person by them designated other than the carrier.
- 3. The Consumer may withdraw from the Agreement by submitting a statement on withdrawal from the Agreement to the Seller. To meet the deadline for withdrawing from the Agreement, it is sufficient for the Consumer to send the statement before this deadline.
- 4. The statement should be sent by e-mail at the Seller's e-mail address - contact details of the Seller are specified in § 3. The statement can also be made on the form whose specimen is available to the Customer on sites of the Online shop.
- 5. The Seller shall promptly send the confirmation of receiving the statement on withdrawal from the Agreement at the e-mail address provided by the Consumer.
- 6. Effects of the withdrawal from the Agreement:

- a. If the Customer withdraws from a distance Agreement, the Agreement shall be considered null and void.
- b. In case of withdrawal from the Agreement the Seller refunds all payments made by the Consumer except for transportation costs not later than within 14 days from the date when the goods ordered have been returned.
- c. The direct costs (e.g. the cost of packaging, protection, dispatch) are covered by the Consumer. The Consumer should return the product in its original packaging and cardboard, along with the completed statement of withdrawal from the purchase and the enclosed proof of purchase.
- d. The Seller will refund the payment using the same payment methods that the Consumer has chosen in the original transaction, unless the Consumer has expressly agreed to another solution which will not involve any costs for them.
- e. The Consumer should return the Product in the unaltered state at the Seller's address provided in these Regulations promptly and not later than within 14 days from the day on which they informed the Seller about the withdrawal from the Agreement. The deadline is met if the Consumer sends the Product back within 14 days.

## **§ 11**

### **Complaints and warranty**

1. The subject of the Sale Agreement are new Products.
2. The Seller shall provide the Customer with a product free from defects.
3. In case of a defect in the goods purchased from the Seller, the Customer has the right to make a complaint based on the provisions regarding warranty in the Civil Code. The right to complain is observed by the Seller up to 6 months from the date of purchase.
4. The complaint shall be made in writing or by electronic means at the Seller's addresses provided in these Regulations or with the use of an electronic complaint form made available by the Seller on one of the subsites of the Shop.
5. It is recommended that the complaint include brief description of the defect, the Customer's details and their request in relation to the defect of the goods.
6. The Seller shall promptly respond to the complaint request and if the Customer is a Consumer - not later than within 14 days. If the Customer is a Consumer and the Seller fails to respond to the complaint within 14 days, the Customer's request is deemed to have been considered justified.
7. The goods sent back under the complaint procedure shall be sent at the address specified in § 3 of these Regulations.

## **§ 12**

### **Personal data in the Online Shop**

1. The controller of the data provided by Customers within the Online Shop is the Seller.
2. Personal data of the Customers collected by the controller through the Online Shop is collected for the purpose of the Sale Agreement and if the Customer agrees - also for marketing purposes.
3. Recipients of personal data of the Online Shop Customers may be the following:
  - a. In the case of a Customer who uses the courier parcel delivery method in the Online Shop, the Controller makes the collected Customer's personal information available to a selected carrier or an agent effecting deliveries to the order of the Controller.
  - b. In the case of a Customer who uses the electronic payment or card payment method in the Online Shop, the Controller makes the collected Customer's personal information available to a selected entity processing the above payments in the Online Shop.
4. The Customer has the right to access and correct their data.

5. Providing personal data is voluntary, but failure to provide the personal data required in the Online Shop Regulations necessary to conclude and execute the Sale Agreement results in the inability to conclude the agreement.

### **§ 13**

#### **Final Provisions**

1. The agreements concluded within the Online Shop are executed in the Polish language - tab for a Polish customer, and for other customers - agreements concluded within the Online Shop are entered into in the English language.

2. The Seller reserves the right to amend the Regulations for important reasons such as changes in law, changes in methods of payment and delivery - within the scope in which these changes affect the implementation of the provisions of these Regulations.

3. In the matters not provided for in these Regulations the following shall apply: generally applicable provisions of Polish law, including but not limited to: the Civil Code; the Act on provision of services by electronic means; the Act on consumer rights, the Act on protection of personal data.

4. The Customer has the right to use out-of-court procedures of dealing with complaints and pursuing claims. For this purpose, they can make a complaint via the EU internet platform ODR available at the following address: <http://ec.europa.eu/consumers/odr/>.