

SHOP REGULATIONS

Regulations of the online shop Zwolińska Design

The shop belongs to Leszek Smolik, Wilcza Street 62 m 25 00-679 Warsaw;
e-mail: leszek@smolik.pl , NIP: 1131434136.

1. Definitions

For the purposes of these Regulations, the following terms shall have the following meanings:
Buyer - a natural person, legal entity or crippled legal person

Consumer - a natural person concluding with the Seller a sales contract not directly related to his business or professional activity,

Regulations - these Regulations are available at <https://zwolinska.shoplo.com/link/regulamin>.

Shop - online shop operating at <https://zwolinska.shoplo.com>.

Seller - Leszek Smolik, Wilcza Street 62 m 25 00-679 Warsaw; e-mail: leszek@smolik.pl,
NIP: 1131434136.

2. Preliminary provisions

1. Through the Store, the Seller conducts retail sales, while providing services to Buyers electronically. Through the Shop, the Buyer may purchase products displayed on the Shop's pages.

2. The Regulations define the terms and conditions of use of the Shop, as well as the rights and obligations of the Seller and the Buyer.

3. In order to use the Shop, including in particular to make a purchase in the Shop, it is not necessary for the Buyer's computer or other device to meet specific technical conditions.

They are sufficient:

- 1) Internet access,
- 2) Standard operating system,
- 3) Standard web browser,
- 4) Having an active e-mail address.

4. The buyer can not make a purchase in the Store anonymously or under a pseudonym.

5. It is prohibited to provide illegal content during the use of the Store, in particular by sending such content through the forms available in the Store.

6. All prices of products listed on the pages of the Store are gross prices.

3. Services provided by electronic means

1. Through the Store, the Seller provides services to the Buyer electronically.

2. The basic service provided electronically to the Buyer by the Seller is to enable the Buyer to place an order in the Shop. Placing an order is possible without creating an account in the Store.

3. Sales agreements concluded through the Store are chargeable.

4. In order to ensure the security of the Buyer and the transfer of data in connection with the use of the Shop, the Seller shall take technical and organisational measures appropriate to the degree of risk to the security of the services provided, in particular measures to prevent the acquisition and modification of personal data by unauthorized persons.

5. The Seller shall take steps to ensure that the Shop operates fully correctly. The Buyer should inform the Seller of any irregularities or interruptions in the functioning of the Shop.

6. Any complaints related to the functioning of the Shop, the Buyer may report by e-mail to leszek@smolik.pl. In the complaint, the Buyer should provide his name and surname, address for correspondence, as well as the type and date of occurrence of irregularities related to the functioning of the Shop. The Seller will consider all complaints within 14 days of receipt of the complaint and will inform the Customer of its resolution to the e-mail address of the complainant.

4. Placing an order

1. The buyer can place an order as a guest.
2. Placing an order is done by filling in the order form after adding products of interest to the shopping cart. In the form it is necessary to provide the data necessary to complete the order. At the stage of placing an order there is also a choice of the method of delivery of the ordered products and the method of payment for the order. The condition for placing an order is the acceptance of the shop's regulations, which the Buyer should get acquainted with beforehand. In case of any doubts concerning the regulations, the Buyer may contact the Seller.
3. The process of placing an order is completed by clicking on the button which finalizes the order. Clicking the order finalizing button constitutes a declaration of will of the Buyer leading to the conclusion of a sales agreement with the Seller for the products covered by the order.
4. After clicking on the button finalizing the order, the Buyer will be able to make payment for the order by bank transfer. The Buyer will receive a message via e-mail or will be redirected to the shop's website with payment instructions. Payment for the order should be made within 2 days from the conclusion of the contract.
5. In the order form the buyer must provide real personal data. The buyer is responsible for providing false personal data. The Seller reserves the right to carry out the order in a situation where the Buyer has provided false data or when the data raise justified doubts about their correctness. In such a case, the Buyer shall be informed by phone or e-mail about the Seller's doubts. In such a situation, the Buyer has the right to clarify any circumstances related to the verification of the accuracy of the data provided. In the absence of data allowing the Seller to take up contact with the Buyer, the Seller will provide all explanations after taking up contact by the Buyer.
6. The Buyer declares that all data provided by him in the order form are true, while the Seller is not obliged to verify their truthfulness and correctness, although he has such rights under paragraph 5 above.

5. Forms of delivery and payment methods

1. The available options for delivery are described on the Store's website and presented to the Buyer at the order placement stage.
2. The available methods of payment for the order are described on the Store's website. This is a bank transfer to your account:
Leszek Smolik
Santander Bank Polska 80 1910 1123 2403 5710 2111 0001
3. The cost of delivery of the order shall be borne by the Buyer, unless the Seller indicates otherwise on the Store's website.

6. Order execution

1. After the Buyer places an order in accordance with the procedure described in the 4th Regulations, an order confirmation will be sent to the Buyer's e-mail address.
2. If the Buyer has chosen the payment method in the form of a transfer to the bank account of the Seller, he is obliged to pay for the order within 2 days from the conclusion of the contract.
3. Implementation of the order consists of its preparation for shipment to the Buyer or for the Buyer's personal collection. The order is considered to be realized at the moment of preparation for shipment or preparation for personal collection by the Buyer.
4. The time of order execution is indicated in the product description each time.
5. If an order includes more than one product, the order completion time is the longest time indicated in the product description of the order.
6. The order completion time is counted from the moment of payment for the order. In the case of payment by card, the lead time is counted from the moment of obtaining a positive payment authorization.
7. After completing the order, the Seller will send a confirmation of the order and start sending the order to the Buyer's e-mail address, or will notify the Buyer about the possibility of collecting the order personally.

8. Shipping of the order to the Buyer is carried out in the way chosen by the Buyer at the stage of order placement.
9. The time of delivery of an order to the Buyer depends on the shipping method chosen by the Buyer and is counted from the date of order completion.

7. Withdrawal from the Consumer's contract

1. A consumer who has concluded a remote agreement with the Seller has the right to withdraw from the agreement without giving any reason within 14 days from the date of taking possession of the purchased items.
2. In order to withdraw from the contract, the Consumer must inform the Seller of his decision to withdraw from the contract by an unequivocal statement sent by e-mail to leszek@smolik.pl.
3. In order to keep the deadline to withdraw from the contract, it is sufficient for the Consumer to send information on the exercise of the right to withdraw from the contract before the expiry of the deadline to withdraw from the contract.
4. The Consumer is obliged to return the product to the Seller or hand it over in person to a person authorized by the Seller to collect it immediately, but no later than 14 days from the day on which he withdrew from the contract, unless the Seller offered to collect the item himself. To meet the deadline, it is sufficient to return the product before its expiry.
5. The consumer shall bear the direct costs of returning the item.
6. In case of withdrawal from the contract, the Seller shall return to the Consumer all payments received from the Consumer, including the cheapest cost of delivery of the products (if the cost was covered by the Consumer) immediately, and in any case no later than 14 days from the day on which the Seller was informed about exercising the right of withdrawal. The refund shall be made using the same payment methods as those used by the Consumer in the original transaction. In the event of a need to return funds for a transaction made by the customer with a payment card, the seller made the refund to the bank account assigned to the customer's payment card. Unless the Consumer has expressly agreed to another solution. In any case, the Consumer shall not bear any fees in connection with the form of payment refund.
7. If the Seller has not offered to collect the item from the Consumer himself, he may withhold the return of payments received from the Consumer until he receives the item back or the Consumer provides evidence of its return, whichever is earlier.
8. The Consumer shall be liable for any reduction in the value of the product resulting from the use of the product beyond what is necessary to establish the nature, characteristics and functioning of the product.

8. Liability for defects

1. The Seller is obliged to provide the Buyer with a product free from defects.
2. The seller is liable to the buyer if the product sold has a physical or legal defect (warranty for defects).
3. If the product sold has a defect, the Buyer may:
 - 1) demand that the product be replaced with a defect-free one,
 - 2) demand removal of the defect,
 3. make a declaration of price reduction,
 - 4) submit a declaration of withdrawal from the contract.
4. If the Buyer finds a defect in the product, he should inform the Seller about it, specifying his claim related to the defect or making a statement of relevant content.
5. The Buyer may contact the Seller by e-mail at: leszek@smolik.pl.
6. The Seller will respond to the complaint lodged by the Buyer within 14 days from the delivery of the complaint by such means of communication, using which the complaint was lodged.
7. Details of the Seller's warranty for defects are governed by the Civil Code (Articles 556 - 576).

8. Personal data and cookies

1. The Seller is the administrator of Buyer's personal data.
2. The Buyer's personal data is processed for the purpose of order execution and possible defence, investigation or determination of claims related to sales contracts concluded through the Store.

3. Details concerning the processing of personal data and the use of cookies can be found in the privacy policy available at: <https://zwolinska.shoplo.com/link/privacy-policy>.

9. Out-of-court complaint handling and redress

1. The Seller agrees to submit to possible disputes arising in connection with the sale of goods through mediation proceedings. Details will be determined by the parties to the conflict.
2. The consumer shall have the possibility to use out-of-court methods of complaint handling and asserting claims. Among other things, the Consumer has the possibility of :
 - 1) apply to a permanent amicable consumer court to resolve a dispute arising from the concluded sale agreement,
 - 2) request the provincial inspector of the Commercial Inspectorate to initiate mediation proceedings to amicably end the dispute between the Buyer and the Seller,
 - 3) to use the assistance of a district (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection.

3. More detailed information on out-of-court complaint handling and redress, a consumer can look at the website <http://polubowne.uokik.gov.pl> .

4. A consumer can also use the ODR platform, which is available at <http://ec.europa.eu/consumers/odr> . The platform is used to resolve disputes between consumers and traders seeking out-of-court settlement of a dispute concerning contractual obligations arising from an online sales or service contract.

10. Final provisions

1. The Seller reserves the right to introduce and cancel offers, promotions and to change prices of products in the Store without prejudice to the rights acquired by the Buyer, including in particular the terms of contracts concluded before the change is made.
2. The Seller reserves the right to introduce changes to the Regulations. Contracts concluded before the change of the Regulations shall be governed by the Regulations in force on the date of conclusion of the contract.
3. These Regulations are valid from 05.05.2020.