

## **Terms and Conditions of kwasnycarvings.com Online Store**

These Terms and Conditions define the terms of sale of products via the Internet by Tadeusz Kwasny conducting business activity under the name Biuro Techniczne Tadeusz Kwaśny, with its registered office in Jaworze at ul. Ukryta 293, entered into the Central Register and Information on Economic Activity operated by the minister of economy, NIP PL5470164090, REGON 070872270; phone + 48 33 817 24 80 or mobile phone +48 609 325 748, fax +48 33 819 48 99, e-mail: info@kwasnycarvings.com (hereinafter referred to as the „Seller”).

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### **§1 General provisions**

1. The Seller of the Products offered in the Online Store is entrepreneur Tadeusz Kwaśny conducting business activity under the name Biuro Techniczne Tadeusz Kwaśny, with its registered office in Jaworze at ul. Ukryta 293.
2. These Terms and Conditions are addressed both to Consumers and Entrepreneurs using the Online Store. The Terms and Conditions are available in the “Terms and Conditions” tab on [www.kwasnycarvings.com](http://www.kwasnycarvings.com) Online Store. The Terms and Conditions have been drawn up in a printable format.
3. The provisions of these Terms and Conditions are not intended to exclude or limit any Consumer rights conferred on them by mandatory provisions of law – any possible doubts will be clarified in favour of the consumer. In the case of non-compliance of provisions of these Terms and Conditions with the Act on the specific terms and conditions of consumer sale and amendments to the Civil Code and of the Act on the protection of certain consumer rights and on the liability for damage caused by a dangerous product, provisions of the Acts apply.
4. Before using the Online Store, the Client accepts the Terms and Conditions. The acceptance is done by checking the relevant checkbox by the Client.
5. The Seller specifies the following ways to communicate with the Client: by phone under the number + 48 33 817 24 80 or by mobile phone under the number +48 609 325 748; fax +48 33 819 48 99, e-mail: info@kwasnycarvings.com, contact form available on [www.kwasnycarvings.com](http://www.kwasnycarvings.com) website.
6. The Client is obligated to use the Online Store in a manner consistent with the applicable law.
7. The Seller is liable for defects of the goods in accordance with the provisions of the Civil Code, in particular its Article 556 and following.

### **§2 Definitions**

**Working days** – all days of the week from Monday to Friday, except public holidays.

**Registration form** – a form available in the Online Store, which enables the creation of an Account.

**Order form** – an Electronic service, an interactive form available in the Online Store, which enables placing an Order, in particular by adding Products to the electronic Cart and specifying the terms of the Agreement of Sale, including the method of delivery and payment.

**Client** – both an Entrepreneur and a Consumer.

**Entrepreneur** – an individual person running a business activity, or a legal person, as well as an organisational entity without legal personality, which concluded or intends to conclude the Agreement of sale or the Agreement of specific work with the Seller.

**Consumer** – a person who concluded or intends to conclude the Agreement of sale or the Agreement of specific work with the Seller – an individual adult person who performs with the Entrepreneur a legal act not related to his/her business or professional activity, as well as an individual person who, by performing an act related to his/her business or professional activity, acts also for purposes unrelated to such activity and this objective prevails. In cases provided for by the generally applicable provisions of law – also an individual person with limited legal capacity.

**Civil Code** – the Act of 23 April 1964 Civil Code (Journal of Laws of 2014, item 121).

**Account** – an Electronic service, marked by an individual name (login) and password provided by the Client; a set of information containing the Client's data used for his/her identification and entitling the Client to make purchases in the Online Store in accordance with these Terms and Conditions; a set of resources in the Service Provider's computer system, including the information on orders placed.

**Cart** – a list of Products that are subject to the Client's order.

**Newsletter** – an Electronic service, an electronic distribution service provided by the Service Provider via e-mail, allowing all the Service Recipients to automatically receive the content of the latest editions of the newsletter containing the information on the Products available in the Online Store.

**Products** – movable items, a range of joinery items available for order in the Online Store, being the subject of the Agreement of sale between the Seller and the Client, including carved mouldings, patterns for panels, and not made according to the individual specification and the Client's order.

**Terms and Conditions** – these terms and conditions of the Online Store.

**Online Store** – the online store of the Seller/Service Provider, available at the address [www.kwasnycarvings.com](http://www.kwasnycarvings.com), through which the Products and Services included in the Seller's internet offer are sold (Article 8 of the Act on the provision of services by electronic means);

**The Seller/Service Provider** – Tadeusz Kwaśny conducting business activity under the name Biuro Techniczne Tadeusz Kwaśny with its registered office in Jaworze at ul. Ukryta 293, entered into the Central Register and Information on Economic Activity operated by the minister of economy, NIP PL5470164090, REGON 070872270; phone + 48 33 817 24 80 or mobile phone +48 609 325 748, fax +48 33 819 48 99; e-mail: info@kwasnycarvings.com.

**Electronic means of communication** – technical solutions, including ICT equipment and its associated software tools to enable individual distance communication by using the data transmission between the ICT systems, in particular electronic mail.

**Agreement of specific work** – an agreement of specific work involving the provision of a Service in accordance with the detailed individual specifications provided by the Client, or a Service intended to satisfy the Client's individual needs, concluded between the Client and the Seller via the Online Store.

**Agreement of sale** – a Product sale agreement concluded between the Client and the Seller via the Online Store.

**Distance agreement** – an agreement concluded with the Client as part of the organised system of concluding distance agreements without simultaneous physical presence of the parties, with the exclusive use of one or more means of distance communication until and including the time of conclusion of the agreement.

**Service** – a service involving the provision of a specific work according to the detailed individual specifications provided by the Client or a service intended to satisfy the Client's individual needs.

**Electronic Service** – a service provided electronically by the Service Provider to the Client via the Online Store.

**Service Recipient** – an individual person with full legal capacity, and in cases provided for by the generally applicable provisions of law – also an individual person with limited legal capacity; a legal person or an organisational entity without legal personality, to which the law confers the legal capacity, using or intending to use the Electronic Service.

**Order** – intent of will submitted by the Client through the Order Form, aiming directly for the conclusion of the Agreement of sale of the Product or the Agreement of specific work with the Seller.

### §3 Electronic services in the Online Store

1. The Online Store offers the following Electronic Services: Account, Order Form and Newsletter.
2. The Client may place an order in the Online Store upon registration of the Account, or without registration of the Account – upon filling the Registration Form available on the Online Store website.
3. Account – using of the Client Account is possible upon meeting jointly the following guidelines:
  - 1) filling in the Registration Form and
  - 2) clicking the “Register” field.

It is required to provide the following data of the Service Recipient/Client in the Registration Form: first name and surname, address (street, house/local number, postal code, town), e-mail address, contact telephone number and password. In the case of Entrepreneurs it is also necessary to provide the name of the company and NIP (tax identification) number.

4. Order Form – using the Order Form starts upon adding the first Product to the electronic Cart in the Online Store. Placing the Order is carried out upon meeting jointly the following guidelines:
  - 1) filling in the Order Form and
  - 2) clicking the “Go to confirmation /Next” field – until then it is possible to independently modify the data entered; after that it is required to follow the guidelines shown on the Online Store website. It is necessary to provide the following data in the Registration Form: first name and surname, address (street, house/local number, postal code, town), e-mail, contact telephone number, Product, quantity of Products, place and method of delivery, method of payment. In the case of Entrepreneurs it is also necessary to provide the name of the company and NIP (tax identification) number.
5. Newsletter – using of the Newsletter starts after providing in the “Newsletter” tab shown on the Online Store website an e-mail address, to which the new editions of the Newsletter are to be sent, and clicking the “Add address” field. It is also possible to sign up for the Newsletter by selecting the relevant checkbox during setting up the Account or placing the Order – upon creating the Account or placing the Order the Service Recipient is signed up for the Newsletter.
6. Using the Electronic Services by the Service Recipient is free of charge.

7. The Account service and the Newsletter service as part of the Online Store are provided for an indefinite period.

8. Using the Order Form is of a one-off nature and is terminated upon placing the Order through it.

9. The technical requirements necessary to support the ICT system, which is used by the Service Provider, are as follows:

- a) Computer, laptop or other multimedia device with Internet access;
- b) Access to electronic mail;
- c) Web browser: Mozilla Firefox version 11.0 or higher or Internet Explorer version 7.0 or higher, Opera version 7.0 or higher, Google Chrome version 12.0.0 or higher;
- d) Recommended screen resolution: 1024x768;
- e) Activation of saving of the Cookies in the web browser and enabling Javascript.

10. The Service Recipient is obliged to use the Online Store in a manner consistent with the applicable law and good practices, with respect for personal interests as well as copyrights and intellectual property rights of third parties.

11. The Service Recipient is obliged to enter data in line with the facts.
12. The Service Recipient may not provide illegal content.

### §4 Product descriptions and photos

1. The products displayed in the Online Store do not constitute an offer within the meaning of Article 543 of the Civil Code.
2. The Product photos are for illustrative purposes and may sometimes differ from the actual appearance of the item; however, this does not alter the properties of the Product.
3. The Seller makes every effort to ensure that the information on the Product availability is up-to-date, and also that the Product descriptions and the photos presented are as accurate as possible.

### §5 Terms of conclusion of the Agreement of sale, prices of products

1. Announcements, advertisements, price lists and other information placed on the Online Store website, in particular the descriptions of the products, their technical and operational parameters as well as their prices constitute an invitation to conclude an agreement within the meaning of Article 71 of the Civil Code.
2. The prices of the Products posted on the Online Store website are provided in Polish zlotys and include VAT and any customs duties. The prices do not include any delivery costs, which are calculated individually and indicated during the order process.
3. The prices of the subject-matter of the Service performed under the Agreement of specific work are individually agreed on with the Client on the basis of the offer to conclude the Agreement of specific work. The prices are stated in Polish zlotys and they include VAT and any customs duties.
4. The prices displayed in the Online Store may be changed, in particular due to the change of the VAT rate. However, the prices valid for the Order placed are those current at the moment of placing the Order by the Client. The price is binding at the time of placing the Order by the Client.
5. A VAT invoice or a receipt is issued for each order.

### §6 Acceptance and execution of orders

1. In order to conclude the Agreement of sale or the Agreement of specific work in the Online Store, it is necessary that the Client places an Order prior to that.
2. Orders – constituting an offer to conclude an agreement – they can be placed in the Online Store by adding the consecutive selected Products to the Cart, following the instructions shown on the Online Store website, or

by placing an individual order for the service in accordance with Client's specification. Upon completion of purchase a summary will be displayed with a possibility to choose a method of payment and a method of delivery of the goods, together with all the payment amounts (delivery by courier or collect in person).

3. The Client indicates the data to be included in the sales documents, the contact data and the delivery address.

4. Once the order is placed by the Client, the Seller immediately confirms its receipt, which makes the Client bound by his/her Order. The automatically generated order confirmation contains a list of ordered Products or a specification of the Service, the total cost of its execution, including the price of the Product or the price for the performance of the Service and the delivery costs. Confirmation of receipt of the Order and its acceptance for execution is carried out by sending the relevant message to the e-mail address provided by the Client at the time of placing the Order, which contains at least a confirmation of all the relevant elements of the Order, declarations of the Seller confirming receipt of the order and acceptance of the Order for execution. Upon receipt by the Client of the above e-mail, being the Seller's confirmation of the order, an Agreement of sale or an Agreement of specific work is concluded between the Client and the Seller.

5. Recording, securing and providing the Client with the content of the concluded Agreement of sale or the Agreement of specific work is done by:

- a) making these Terms and Conditions available on the Online Store website,
- b) sending an e-mail referred to in §6 Section 4 to the Client, and also by
- c) attaching a proof of purchase related to the concluded Agreement of sale or Agreement of specific work to the shipment. The content of the Agreement of sale or the Agreement of specific work is further preserved and secured in the computer system of the Online Store of the Seller.

6. The Agreement is concluded on the basis of the Terms and Conditions.

7. The execution of the accepted order starts:

- In the case of ordering Products through the Online Store website:
  - a) in the case of orders paid on delivery – upon acceptance of the order for execution by the Seller;
  - b) in the case of orders paid by bank transfer – upon recording the payment amount on the Seller's account.
- In the case of ordering Services involving performance of work:
  - a) in the case of orders made by Consumers, paid on delivery – upon acceptance of the order for execution by the Seller;
  - b) in the case of orders made by Entrepreneurs or Consumers, paid by bank transfer – upon recording the payment amount on the Seller's account.

8. In the absence of the ordered defect-free Product, the Seller informs the Client by e-mail or by phone. Based on the Client's choice, the product is shipped at a later date or the paid amount is returned to the Client's bank account, or a different Product selected by the Client for the same price is sent. The costs of shipment are covered by the Seller.

9. The Client agrees that the promotional sale includes a limited number of the Products and the execution of orders is carried out until the stocks of the Products covered by this type of sale are exhausted.

10. The place of performance is:

- the Store headquarters – in the case of collect in person of the ordered Products or of the subject of the Service in the registered office of the Seller,
- the place (delivery address) specified by the Client – in the case of delivery of the goods to the address indicated by the Client.

## §7 Methods of payment

1. The Client may pay for the ordered products in the following ways:

- a) prior to issuing of the ordered products to the Client the accepted method of payment is:
  - electronic transfer (e-transfer) or bank transfer to the specified bank account in Bank Pekao SA. a/c number PL69 1240 1170 1111 0000 2408 6480; the a/c number for transactions performed in the European Union: EUR33 1240 1170 1978 0010 5041 9305 BIC/SWIFT PKOPPLPW;
  - payment by credit card;
  - electronic payments and credit card payments through PayU.pl service;
  - electronic payments and credit card payments through PayPal service in the European Union countries;

The date of payment in the case of this method of payment is 7 days from the date of order;
- b) at the time of collecting in person the ordered Products or the subject of the Service performed – concerns the orders made by the Consumer – the accepted method of payment is:
  - cash on delivery – in the case of delivery of Products through a courier service, paid into the hands of the courier delivering the Products or the subject of the Service performed,
  - cash on collection in person – in the case of collect in person of the ordered Products or of the subject of the Service performed.

2. Electronic payments and credit card payments through PayU.pl service – currently available methods of payment are specified on the Online Store website in the "Delivery costs" tab and on the website <http://www.payu.pl>.

3. Settlements of electronic and credit card payment transactions are conducted according to the Client's choice through PayU.pl service.

4. The handling of electronic and credit card payments is done by:

PayU.pl – PayU S.A. company with its registered office in Poznań (address of the registered office: ul. Grunwaldzka 182, 60-166 Poznań), entered into the National Court Register maintained by the District Court under the number 0000274399, the register files are kept by the District Court in Poznań – Nowe Miasto and Wilda in Poznań, the share capital of PLN 4,000,000, fully paid, NIP: 779-23-08-495.

5. Settlements of electronic and credit card payment transactions for Clients from the European Union are conducted according to the Client's choice through PayPal.com service.

6. The handling of electronic and credit card payment transactions for Clients from the European Union is done by "PayPal Europe": PayPal (Europe) S.à r.l. & Cie, S.C.A. with its registered office in Luxembourg at the following address: 5th Floor, 22-24 Boulevard Royal, L-2449, Luxembourg; phone (+352) 27 302 143.

## §8 Methods and costs of delivery

1. The Products and Services ordered in the Online Store are delivered through FEDEX courier company.

2. Collect in person is possible at the following address: 43-384 Jaworze, ul. Ukryta 293 on working days from 8:30 a.m. to 4:00 p.m. (excluding public holidays), after prior arrangement of the collection date with the Seller.

3. The Products can be delivered on the territory of Poland and in the European Union countries.

4. The costs of delivery of the Product or of the subject of the Service performed are covered by the Client. These costs are indicated during placing the Order and depend on the method of delivery and payment chosen by the Client. The delivery costs vary and depend on the weight of

the goods, their size and the method of payment. The delivery costs are also indicated on the Online Store website in the "Delivery costs" tab.

5. The delivery of the ordered Product, in the case of choosing bank transfer as a payment method, will take place within 14 working days from the day of crediting the Seller's bank account; in the case of choosing cash on delivery as a payment method by the Consumer – the delivery will take place within 7 working days from the date of the Agreement of sale.

6. The delivery of the subject-matter of the Service ordered individually by the Client will take place within 14–21 working days. The date of delivery in the case of orders placed by Consumers does not exceed 30 days. Each time the date of delivery is individually agreed on with the Client and depends, among other things, on the subject of the Service performed, its size and quantity.

7. The exact delivery date will be confirmed no later than on the day preceding the delivery of the Product or of the subject of the Service performed to the Client, by phone or by e-mail.

8. The recipient of the Product or of the subject of the Service performed should check the external condition of the shipment as well as its content in the presence of the courier. In the case when the shipment recipient finds any loss or damage of the shipment, he/she should issue a damage statement in the presence of the courier or, in the case of finding any loss or damage after receipt of the shipment, he/she should call the courier within 7 days from the receipt of the shipment in order to draw up a damage statement.

9. Receipt of the shipment must be confirmed in writing.

#### **§9 Warranty**

1. In the case when the delivered Product is defective, the Client may exercise his/her warranty right by bringing the matter directly to the Seller.

2. The Seller provides a 12 month warranty for the Product or the subject of the performed Service sold via the Online Store. The warranty period is counted from the date of delivery of the Product or of the subject of the Service performed to the Client.

3. The warranty for the Product sold or for the subject of the Service performed does not exclude, limit or suspend rights of the Consumer arising from the non-conformity of the product with the agreement, in accordance with the Act of 27 July 2002 on the specific terms and conditions of consumer sale and amendments to the Civil Code.

#### **§10 Complaint procedure**

I. Complaints for non-compliance of the Product with the Agreement of sale or the Agreement of specific work:

1. The basis and the scope of responsibility of the Seller towards the Consumer for non-compliance of the product with the agreement are specified in the Act on the specific terms and conditions of consumer sale and amendments to the Civil Code of 27 July 2002 (Journal of Laws No. 141, item 1176 as amended).

2. Notices on non-compliance of the Product with the Agreement of sale and the relevant requests can be sent in particular by e-mail to the address [info@kwasnycarvings.com](mailto:info@kwasnycarvings.com) or in writing to the address ul. Ukryta 293, 43-384 Jaworze. Whenever it is possible and required for the evaluation of the non-compliance of the Product with the Agreement of sale, the Product should also be delivered to the address provided above. In order to initiate a complaint, the Consumer may use [the claim form](#) available on the website [www.kwasnycarvings.com](http://www.kwasnycarvings.com).

3. The Seller is not responsible for non-compliance of the Product with the Agreement if the Consumer was aware of the non-compliance at the time of conclusion of the Agreement or should reasonably have been aware of it.

4. The Seller will address the Client's request promptly, not later than within 14 days. The response to the complaint will be sent to the address

provided by the Client, unless the Client specifies a different way. If the Seller does not take any position on the Consumer's request within 14 days, it will be deemed that they regarded it as reasonable.

5. If the Product is inconsistent with the Agreement of sale, the Consumer may request to bring it into compliance with the Agreement by free repair or replacement for a new product, unless the repair or replacement is impossible or requires excessive costs.

6. If the Consumer may not require repair for reasons set out in §10 Section 5 or if the Seller fails to satisfy such request in a timely manner, or if the repair or replacement would cause significant inconvenience to the Seller, he/she has the right to demand an appropriate reduction of the price or to withdraw from the agreement, however, he/she may not withdraw from the agreement when the non-compliance of the Product with the Agreement of sale is insignificant.

7. The Consumer loses the rights provided for in §10 Sections 5 and 6, if before the expiry of two months from the observation of the non-compliance of the Product with the Agreement of sale he/she fails to notify the Seller of this fact.

8. In order to meet the deadline specified in §10 Section 7, it is sufficient to send a written notice before the expiry of the deadline to the Seller's address: ul. Ukryta 293, 43-384 Jaworze, or to bring the non-compliant Product or subject of the Service performed to the Seller's registered office.

9. The Seller is liable to the Consumer for the non-compliance of the Product with the Agreement of sale only in the case when the Consumer states the non-compliance before the expiry of two years from the delivery of the Product.

10. If the complaint is accepted, the Product will be replaced for another, and if it is no longer possible, the Seller will promptly, within 14 days at the latest, return to the Consumer the equivalent of costs incurred by them. The reimbursement of the costs will be made by bank transfer to the bank account provided by the Consumer in the order.

11. In the case of Products covered also by contractual warranty, the Seller informs that the contractual warranty for the consumer goods sold does not exclude, limit or suspend the rights of the Consumer arising from the non-compliance of the goods with the agreement.

#### **II. Other complaints:**

1. Complaints related to the provision of Electronic Services via the Online Store as well as other complaints concerning the operation of the Online Store or improper functioning of the Service may be submitted by the Service Recipient in particular by e-mail to the address [info@kwasnycarvings.com](mailto:info@kwasnycarvings.com) or in writing to the address: Biuro Techniczne Tadeusz Kwaśny ul. Ukryta 293, 43-384 Jaworze. The Service Recipient may use [the claim form](#) available on the website [www.kwasnycarvings.com](http://www.kwasnycarvings.com).

2. It is recommended to provide a description of the reasons for the complaint with as much information and as many facts as possible concerning the subject of the complaint, in particular on the type and the date of the occurrence of the irregularities as well as on the contact details – it will facilitate and speed up the processing of the complaint by the Service Provider.

3. The examination of the complaint by the Service Provider takes place immediately, not later than within 14 days.

4. The response of the Service Provider on the complaint will be sent to the address provided by the Service Recipient, unless the Service Recipient specifies a different way.

#### **§11 Statutory right of withdrawal**

1. In accordance with the Act of 2 March 2000 on the protection of certain consumer rights and on the liability for damage caused by a dangerous product, the Consumer may opt out of the purchased Product

by withdrawing from the Agreement of sale, without giving reasons, by submitting a relevant written declaration within 10 (ten) days from the date of delivery of the Product. To comply with the above term, it is sufficient to send the above declaration before the specified deadline to the address of the Online Store.

2. In the event of withdrawal from the agreement of the provision of Electronic Service, the 10-day deadline for submitting the declaration on withdrawal from the agreement is counted from the date of its conclusion.

3. In the case of sending the declaration on withdrawal from the Agreement of sale by e-mail, the Consumer may use the [template form](#) for withdrawal from the agreement, available on [www.kwasnycarvings.com](http://www.kwasnycarvings.com) website. The Seller must immediately send to the Consumer a confirmation of receipt of the declaration on withdrawal from the agreement submitted by e-mail.

4. The Consumer may withdraw from the Agreement of sale in full or in part, with regard to one or more of the Products ordered.

5. In the event of withdrawal from the Agreement of sale, the agreement is considered null and void and the Consumer is released from any obligations.

6. The Consumer immediately returns the Product at their own expense through a courier, or at the Seller's registered office together with the declaration on withdrawal from the agreement, or within the next 14 days from the date of sending the declaration on withdrawal from the agreement to the address: ul. Ukryta 293, 43-384 Jaworze.

7. Please attach the proof of purchase to the returned Product.

8. The Products must be returned in an unaltered condition, unless an alteration was necessary in the ordinary course of business.

9. In the case of performance of the Service in accordance with the characteristics specified by the Consumer in the order placed by them or closely associated with them, the right to withdraw from the Agreement of specific work **does not apply**.

10. The Consumer is not entitled to withdraw from a distance agreement in respect of the following types of agreements:

- 1) for the provision of services that has started, with the Consumer's consent, prior to the deadline referred to in §11 Section 1 and 2 of the Terms and Conditions;
- 2) for the supply of audio or video recordings and if the delivered data carrier, on which they are saved, has been unsealed by the consumer;
- 3) for the provision of services for which the price or remuneration depends solely on price movements in the financial market;
- 4) for the provision of services of the characteristics specified by the consumer in the order placed, or closely associated with its person;
- 5) for the provision of services, which due to their nature cannot be returned or are subject to rapid deterioration;
- 6) delivery of press;
- 7) services in the field of gambling.

#### **§12 Provisions relating to Entrepreneurs**

1. This paragraph of the Terms and Conditions and its provisions apply only to Clients being Entrepreneurs.

2. In the case of Entrepreneurs, the Seller has the right to limit the available methods of payment, and also to require making an advance payment in full or in part, regardless of the method of payment chosen by the Client in the Order Form and of the fact of concluding the Agreement of sale or the Agreement of specific work.

3. The Entrepreneur is obligated to perform his/her obligation under the Agreement of sale or the Agreement of specific work (i.e. in particular, to pay the price and collect the Product or the subject of the Service performed) immediately, not later than within 7 days from the date of its conclusion, unless the Agreement of sale or the Agreement of specific work provides otherwise.

4. The Products subject to the Agreement of sale or the subject of the Service performed under the Agreement of specific work concluded with the Entrepreneur remain the property of the Seller until the payment of the price and the cost of delivery under the Agreement of sale or the Agreement of specific work.

5. Upon release of the Product or the subject of the performed Service by the Seller to the carrier, any benefits and burdens associated with the item and the risk of accidental loss or damage of the item pass on to the Entrepreneur. In such a case the Seller is not liable for any loss, decrease or damage of the Product arising from the moment of acceptance of the Product for shipping until its release to the Entrepreneur, and for any delay in the carriage of the shipment.

6. If the Product or the subject of the Service performed is sent to the Entrepreneur by means of a carrier, the Entrepreneur is obliged to examine the shipment at a time and in a manner assumed for such type of shipments. If the Entrepreneur establishes that there has been loss or damage to the Product or subject of the Service performed, he/she is responsible to take any actions necessary to determine the liability of the carrier.

7. The liability of the Service Provider/Seller towards the Entrepreneur, regardless of its legal basis, is limited – both as part of a single claim as well as part of all claims in total – to the amount of the price paid and the delivery costs incurred under the Agreement of sale or the Agreement of specific work. The Service Provider/Seller is liable towards the Entrepreneur only for typical damage foreseeable at the time of conclusion of the Agreement, and is not liable towards the Entrepreneur for lost profits.

#### **§13 Client's personal data**

1. The Administrator of personal data processed as part of the Service is Biuro Techniczne Tadeusz Kwaśny with its registered office in Jaworze at ul. Ukryta 293, entered into the Central Register and Information on Economic Activity operated by the minister of economy, NIP PL5470164090, REGON 070872270.

2. The Client's personal data will be processed by the Service Provider in accordance with the safety requirements specified in the Act of 29 August 1997 on the protection of personal data (i.e. Journal of Laws of 2014, item 1182) and in the Act of 18 July 2002 on the provision of services by electronic means (i.e. Journal of Laws of 2013, item 1422).

3. At the time of placing an order the Client expresses consent to the processing of personal data for the purposes of execution of the Client's order. The acceptance is done by selecting the relevant checkbox by the Client.

4. Providing personal data is voluntary. The Client has the right to inspect their data, to correct it and make a request to discontinue its use.

5. Personal data of Clients provided during the registration are processed by the Service Provider solely for the purpose of execution of their orders, including issuing the invoice and conducting financial reporting, and, depending on the Client's decision, it can be processed for marketing purposes or in order to receive commercial information.

6. The Online Store does not sell or disclose to third parties personal and address data of users.

#### **§14 Terms of terminating agreements of the provision of Electronic services**

1. The Service Provider and the Service Recipient may terminate the agreement of the provision of an Electronic service at any time by mutual agreement of the parties.

Termination of the Agreement of the provision of Electronic services:

- a) The right to termination applies to an indefinite-term continuous agreement of the provision of Electronic services (e.g. Account).

- b) The Service Recipient may terminate the agreement of the provision of Electronic services without specifying the reason, by sending an appropriate declaration in particular via e-mail to the following address [info@kwasnycarvings.com](mailto:info@kwasnycarvings.com) or in writing to the address: Biuro Techniczne Tadeusz Kwaśny ul. Ukryta 293, 43-384 Jaworze. In such a case the Agreement terminates upon the expiration of 7 days from the date of submitting the declaration of intent of termination (notice period), unless the parties agree on a shorter notice period.
- c) In the case of Service Recipients being also Consumers, the Service Provider may terminate the agreement of the provision of Electronic services when the Service Recipient objectively grossly or persistently violates the Terms and Conditions, in particular when he/she provides illegal contents, after at least one unsuccessful call to discontinue or remove the violation within the specified period. The violation of the Terms and Conditions must be objective and unlawful. In such a case the Agreement of the provision of Electronic services terminates after 14 days from the date of submission by the Service Provider a declaration of intent to terminate the agreement (notice period) to the Service Recipient.
- d) In the case of Service Recipients being also Entrepreneurs, the Service Provider may terminate the agreement of the provision of Electronic services immediately and without specifying reasons by sending an appropriate declaration to the Service Recipient.

#### **§15 Terms and Conditions**

1. The Service Provider/Seller publishes the current version of the Terms and Conditions on the website of the Service.
2. The Terms and Conditions are an integral part of the agreement.
3. The Service Provider/Seller may introduce amendments to the Terms and Conditions for important reasons, such as change of law, changes in ways of making payments and deliveries, to the extent in which the amendments affect the execution of the provisions of these Terms and Conditions.
4. The Service Provider/Seller informs the Service Recipients/Clients having an Account in the Online Store in advance on the intention to introduce amendments, in accordance with Article 384 of the Civil Code, by sending by e-mail the information concerning the extent of the amendments and the date of their entry into force. The amended Terms and Conditions are binding on the Service Recipient/Client if he/she did not terminate the continuous agreement of the provision of Electronic services within 14 days from the date of notification.
5. The Service Recipient/Client informs the Service Provider/Seller on the intention to resign from the Account by sending a message to the e-mail address of the Service Provider/Seller.
6. If the Service Recipient/Client does not inform the Service Provider/Seller on the intention to resign from the Account within the term specified in Section 4, the amendments to the Terms and Conditions come into force on the date specified by the Online Store.
7. Any amendments to the Terms and Conditions will in no way violate the rights acquired by Service Recipients being also Consumers and using the Online Store before the date of entry of the amendments into force; in particular amendments to the Terms and Conditions will have no impact on the Orders being placed or already placed as well as on agreements of sale concluded, being carried out or already performed.
8. In the event that any amendment to the Terms and Conditions results in an introduction of any new charges or an increase of the existing ones, the Service Recipient being a Consumer has the right to withdraw from the agreement.

#### **§16 Final provisions**

1. If the Online Store website operates improperly, there are errors or other irregularities, please report this fact electronically, e.g. via e-mail or by using the contact form.
2. All cases not provided for by these Terms and Conditions are governed by the provisions of the Civil Code of 23 April 1964 (i.e. Journal of Laws of 2014, item 121), of the Act of 18 July 2002 on the provision of services by electronic means (i.e. Journal of Laws of 2013, item 1422), of the Act of 29 August 1997 on the protection of personal data (i.e. Journal of Laws of 2014, item 1182), of the Act of 27 July 2002 on the specific terms and conditions of consumer sale and amendments to the Civil Code (Journal of Laws of 2002 No. 141, item 1176 as amended), of the Act of 2 March 2000 on the protection of certain consumer rights and on the liability for damage caused by a dangerous product (i.e. Journal of Laws of 2012, item 1225) and by other relevant provisions of Polish law.
3. In the case of any disputes that may arise during the performance of the agreement the Consumer may use non-judicial means of dealing with complaints and enforcement of claims, inter alia, through permanent arbitration consumer courts, mediators, etc. In the case the Consumer does not use any of the non-judicial means of dealing with complaints, the disputes will be subject to the competent common courts of law.
4. Any disputes that may arise between the Service Provider/Seller and the Entrepreneur in the course of performance of the agreement will be settled by the court competent for the jurisdiction of the Service Provider/Seller.
5. Any disputes will be settled in accordance with Polish law.
6. For questions, please contact the Service Provider/Seller.
7. The Terms and Conditions come into force on 1 November 2014.