

RETURN POLICY

Right of withdrawal

The customer who is a consumer has the right to withdraw from the sales contract within 14 days without giving any reason. The deadline to withdraw from the contract expires after 14 days from the day on which the customer came into possession of the item or on which a third party other than the carrier and indicated by the customer came into possession of the Product.

A consumer is also understood as a natural person concluding a contract directly related to its business activity, when the content of this contract shows that it does not have a professional nature for that person, resulting in particular from the subject of its business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from the sales contract by an unequivocal statement sent to us by post or e-mail to contact@puszka925.com.

The customer may use the model withdrawal form attached as Appendix 1 to the Regulations of our Online Store. The use of the template form is not mandatory.

In order to meet the deadline for withdrawal from the contract, it is sufficient for the customer to send information regarding the exercise of his right of withdrawal from the contract before the deadline for withdrawing from the contract.

Please be advised that the right to withdraw from a distance contract does not apply to contracts specified in art. 38 of the Act of May 30, 2014 on consumer rights, incl. in relation to the contract in which the subject of the service is a non-prefabricated product, manufactured according to the consumer's specifications or serving to satisfy his individual needs.

Consequences of withdrawing from the contract

In the event of withdrawal from this contract, we return to the customer all payments received from him, including the costs of delivery (except for additional costs resulting from the delivery method chosen by the customer other than the cheapest standard delivery method offered in our Online Store) immediately, and in any case not later than 14 days from the day on which we were informed about the decision to exercise the right to withdraw from this contract. We will refund the payment using the same means of payment that were used by the customer in the original transaction, unless the customer has expressly agreed otherwise; in any case, the customer will not incur any fees in connection with this return.

Please be advised that we may withhold the reimbursement until receipt of the Product or until you provide us with proof of its return, depending on which event occurs first.

Please return the Product immediately to the address we will indicate after receiving the declaration of withdrawal from the contract, and in any case not later than 14 days from the date on which we were informed about the

withdrawal from the sales contract.. The deadline is met if the Product is sent back before the 14-day period expires. Please be advised that the customer will be required to bear the direct cost of returning the item.

RESPONSIBILITY FOR CONFORMITY OF THE PRODUCT WITH THE AGREEMENT

According to Art. 43a et seq. of the Act of 30 May 2014 on consumer rights, the Seller is responsible to the Customer who is a consumer for the compliance of the Product with the sales contract. A consumer is also understood as a natural person concluding a contract directly related to its business activity, when the content of this contract shows that it does not have a professional nature for that person, resulting in particular from the subject of its business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity.

The Seller is not responsible for the lack of compliance of the Product with the contract in the scope referred to in art. 43a sec. 2 or 3 of the Act of 30 May 2014 on consumer rights, if the consumer, at the latest at the time of concluding the contract, has been clearly informed that a specific feature of the Product deviates from the requirements of compliance with the contract set out in art. 43a sec. 2 or 3 of the Act and explicitly and separately accepted the lack of a specific feature of the Product.

The Seller shall be liable for the lack of conformity of the Product with the contract existing at the time of its delivery and revealed within two years from that moment, unless the expiry date of the Product specified by the Seller, its legal predecessors or persons acting on their behalf is longer. It is presumed that the lack of conformity of the Product with the contract, which was revealed before the expiry of two years from the moment of delivery of the Product, existed at the time of its delivery, unless it is proven otherwise or the presumption cannot be reconciled with the specificity of the Product or the nature of the lack of conformity of the Product with the contract .

Notification of non-compliance of the Product with the contract should be sent by e-mail to the address contact@puszka925.com or in writing to the address of the Seller's registered office. The application can be submitted on the form constituting Appendix 2 to the Regulations.

If the Product is inconsistent with the contract, the consumer may demand its repair or replacement. The Seller may make a replacement when the consumer demands a repair or the Seller may make a repair when the consumer demands a replacement, if bringing the Product into conformity with the contract in the manner chosen by the consumer is impossible or would require excessive costs for the Seller. If repair and replacement are impossible or would require excessive costs for the Seller, the Seller may refuse to bring the Product into compliance with the contract.

If the Product is inconsistent with the contract, the consumer may submit a statement of price reduction or withdrawal from the contract when:

- a) the Seller refused to bring the Product into compliance with the contract;
- b) the Seller has not brought the Product into compliance with the contract;
- c) the lack of conformity of the Product with the contract continues, even though the Seller has tried to bring the Product into compliance with the contract;
- d) the lack of conformity of the Product with the contract is significant enough to justify a price reduction or withdrawal from the contract without prior use of the possibility of its repair or replacement;

e) it is clear from the Seller's statement or circumstances that he will not bring the Product into compliance with the contract within a reasonable time or without undue inconvenience to the consumer.

The Customer may not withdraw from the contract if the lack of conformity of the Product with the contract is insignificant.

The seller returns to the consumer the amounts due as a result of exercising the right to reduce the price immediately, not later than within 14 days from the date of receipt of the consumer's statement on the price reduction.

In the event of withdrawal from the contract, the consumer immediately returns the Product to the Seller at his expense. The Seller returns the price to the consumer immediately, no later than within 14 days from the date of receipt of the Product or proof of its return. The seller refunds the price using the same method of payment as used by the consumer, unless the consumer has expressly agreed to a different method of return, which does not involve any costs for him.

The Seller responds to the Customer's notification within 14 calendar days from the date of its receipt. Failure to consider the application within the specified period is tantamount to its acceptance.

The Seller covers the costs of collection, delivery, removal of defects or replacement of the Product with a new one.

FORMULARZ ODSTĄPIENIA OD UMOWY

Adresat:

Oliwia Skrzypaszek
ul. Widokowa 12
32-082 Więckowice
Adres e-mail: contact@puszka925.com

Ja niniejszym informuję o moim odstąpieniu od umowy sprzedaży następujących rzeczy (w miarę możliwości podać dodatkowo numer zamówienia):

.....
.....

Imię i nazwisko konsumenta:

.....

Adres konsumenta:

.....

Numer rachunku bankowego konsumenta do zwrotu płatności:

.....

Podpis konsumenta – tylko w przypadku przesłania formularza w wersji papierowej:

.....

Data wypełnienia formularza:

.....

FORMULARZ
zgłoszenia niezgodności towaru z umową**1. Dane Klienta**

Imię i nazwisko	
Adres	
E-mail Telefon	

2. Informacje o przedmiocie zgłoszenia

Oznaczenie towaru (kod towaru/ nr seryjny, nazwa)	
Data zakupu	
Opis niezgodności z umową	

3. Żądanie Klienta:

- nieodpłatna naprawa towaru
- wymiana na nowy towaru
- odstąpienie od umowy i zwrot zapłaconej ceny*
- obniżenie ceny towaru*

***Pouczenie:** Klientowi przysługuje możliwość żądania zwrotu zapłaconej ceny lub obniżenia ceny towaru, gdy:

- a) sprzedawca odmówił doprowadzenia towaru do zgodności z umową;
- b) sprzedawca nie doprowadził towaru do zgodności z umową;
- c) brak zgodności towaru z umową występuje nadal, mimo że sprzedawca próbował doprowadzić towar do zgodności z umową;
- d) brak zgodności towaru z umową jest na tyle istotny, że uzasadnia obniżenie ceny albo odstąpienie od umowy bez uprzedniego skorzystania z możliwości jego naprawy lub wymiany;
- e) z oświadczenia sprzedawcy lub okoliczności wyraźnie wynika, że nie doprowadzi on towaru do zgodności z umową w rozsądnym czasie lub bez nadmiernych niedogodności dla konsumenta.

.....
(podpis Klienta)