

Entry

The online store available at <https://puszka925.com/> is run by Oliwia Skrzypaszek conducting business activity at the address at Widokowa 12, 32-082 Więckowice, tax identification number: 5130284323, entered into the register of entrepreneurs of the Central Register and Information on Economic Activity kept by the minister competent for economy.

Seller's contact details:

- e-mail address: contact@puszka925.com.

This document (which is also the regulations under the Act of 18 July 2002 on the provision of electronic services), hereinafter referred to as the "Regulations", defines the types and scope of electronic services via the Online Store, the rules for concluding sales contracts via the Online Store, the rules for the performance of these contracts, the rights and obligations of the Customer and the Seller, as well as the procedure for withdrawing from the contract and the complaint procedure.

§1. Definitions

1. **Online store** - an online store available at <https://puszka925.com/>.
2. **Seller** - Oliwia Skrzypaszek conducting business activity at the address at Widokowa 12, 32-082 Więckowice, tax identification number: 5130284323.
3. **Customer** - a natural person, legal person or an organizational unit without legal personality, to which the law grants legal capacity, concluding a contract with the Seller.
4. **Consumer** - a natural person making a legal transaction with the Seller not directly related to its business or professional activity.
5. **Service** - electronic services provided by the Seller via the Online Store.
6. **Sales contract** - a contract concluded remotely between the Customer and the Seller via the Online Store, the subject of which is the purchase of a Product.
7. **Product** - a product that the Customer purchases via the Online Store.
8. **Order** - Customer's declaration of intent submitted to the Seller and aimed directly at concluding a Product Sales Agreement with the Seller.
9. **Order form** - a form available in the Online Store that allows you to place an order in order to purchase a Product.
10. **Customer account** - a collection of resources in the Seller's ICT system, in which information about the Customer is collected, including address information and order history.
11. **Registration form** - a form available in the Online Store that allows you to create a Customer Account.
12. **Newsletter** - a service that allows you to subscribe to and receive free information about the Seller's Products and promotions electronically.
13. **Business day** - one day from Monday to Friday, excluding public holidays.

§2. General provisions

1. The Seller undertakes to provide services to the Customer to the extent and under the conditions specified in the Regulations.
2. The Customer undertakes to use the Online Store in accordance with applicable law and principles of social coexistence.
3. The Customer using the Seller's Services is obliged to comply with these Regulations.
4. The Seller complies with the principles of protection of Customers' personal data provided for in Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural

persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

5. The customer agrees to the collection, storage and processing of personal data by the Seller in order to perform the contract. Detailed conditions for the collection, processing and protection of personal data by the Seller are set out in the "Privacy Policy" of the Online Store.
6. Information about the Product on the Online Store website constitutes an invitation to conclude a contract within the meaning of art. 71 of the Act of April 23, 1964, the Civil Code.
7. All prices given on the Online Store website are gross prices.
8. The Seller reserves the right to change the prices of Products available in the Online Store, introduce new Products as well as carry out and cancel promotional campaigns or make changes to ongoing promotions. In the case of promotional campaigns involving a temporary reduction in the price of the Product, the Seller, on the Product page, indicates, next to the promotional price, the previous lowest price of the product, which was in force during the period of 30 days before the introduction of the promotion. The scale of the reduction will be determined in relation to the lowest indicated price.
9. It is forbidden for the Customer to provide unlawful or offensive content. The Customer is obliged to use the Seller's websites in a way that does not interfere with their functioning, in particular by not using specific software (including malware) or devices.
10. Particular risks related to the use of electronic services include the possibility of unauthorized persons gaining access to data transmitted via the network or stored on computers connected to the network and interfering with this data, which may result in, in particular, their loss, unauthorized change or preventing the use of services offered using the Online Store.

§3. Services and general terms and conditions

1. The Seller, using the Online Store, provides electronic services through:
 - a) providing content about the offer and Products on the Online Store website,
 - b) enabling the completion of the order form in order to conclude a sales contract,
 - c) enabling registration to create a Customer Account and maintaining an Online Store Customer Account,
 - d) sending Customers information about promotions and Products in the form of a "Newsletter".
2. The services specified in point 1 are provided free of charge.
3. The contract for the provision of electronic services in the form of enabling the completion of the order form is concluded with the Customer for a definite period of time at the time he starts filling in the form and is terminated when he withdraws from completing the form or when he sends the completed form to the Seller.
4. The contract for the provision of electronic services in the form of enabling registration and maintenance of the Customer Account is concluded with the Customer for an indefinite period at the time of registration in the Online Store.
5. Setting up a Customer Account ("registration") is done using the functionality available on the Online Store website - Registration Form. Having a Customer Account is not required to place an order for Products available in the Online Store.
6. The contract for the provision of the "Newsletter" service by electronic means is concluded for an indefinite period of time when the Customer signs up for the "Newsletter" service using the functionality available on the Online Store website and ends when the Customer terminates the contract in accordance with the rules set out in the Regulations or after unsubscribing from the subscription list by means of a hyperlink (link) contained in the Newsletter messages.
7. Technical requirements necessary to use the services provided by the Seller:
 - a) device with Internet access,
 - b) a web browser that supports cookies,
 - c) access to e-mail.

8. The customer bears the fees related to access to the Internet and data transmission in accordance with the tariff of his Internet service provider.

§4. Sales Agreement

1. The Seller enables placing orders for Products available in the Online Store using the Order Form available in the Online Store 24 hours a day, 7 days a week.
2. In order to place an order via the Order Form available on the website, the Customer selects the Product available in the Online Store, specifying the quantity he intends to purchase and indicating the characteristics of the Product ordered. After selecting the Product (adding the Product to the "basket" through the functionality available in the Online Store), the Customer fills in the Order Form, indicating in it the data necessary for the Seller to complete the order, and then confirms the order using the " Order and pay " button.
3. After receiving the order, the Seller sends the Customer a statement of acceptance of the order by e-mail to the e-mail address provided when placing the order. Then the Seller, after verifying the possibility of completing the order, sends the Customer a message confirming the order. As soon as the Customer receives a message confirming the order, the sales contract is concluded.
4. The message confirming the order contains the agreed terms of the sales contract, in particular the quantity and type of the ordered Product, the total price to be paid along with delivery costs and the amount of discounts granted (if applicable).

§5. Order fulfillment time and delivery

1. The Seller executes orders in the order in which they are received (taking into account §6 point 3 of these Regulations).
2. The duration of the order includes the preparation, completion, packing and release of the Product by the Seller. The average order fulfillment time for Products available in the Seller's warehouse is from seven to twenty-one working days.
3. Orders placed on a working day after 14.00 and on non-working days are treated as placed on the next working day.
4. If part of the order consisting of several Products is not currently available, the Customer is informed about it by phone or by e-mail and decides on the method of order fulfillment (partial implementation, waiting time extension, cancellation of the entire order or selection of a replacement Product).
5. In the case of orders consisting of several Products with different availability and to be delivered in one shipment, the order completion date will depend on the date of completion by the Seller of the last Product covered by the order, unless agreed otherwise with the Customer.
6. The time of delivery of the Product to the Customer by the carrier in accordance with the delivery method selected by the Customer should be added to the time of order completion. Information on delivery methods and costs are available on the Online Store website and are indicated to the Customer when placing the order.
7. Orders are issued for delivery only on working days.
8. After receiving the shipment, the Customer should carefully check the condition of the packaging and its contents. In the event of any damage or other irregularities, he should draw up a damage report in the presence of the courier and notify the Seller.
9. In the event of refusal to accept the shipment or inability to deliver it for reasons attributable to the Customer, the Seller has the right to charge the Customer with the costs incurred in connection with such a situation (e.g. costs of returning the shipment to the Seller or re-shipping it to the Customer).
10. In the event that the Seller covers the Customer with damage caused during the transport of the Product, the Customer's claims against the carrier in this respect, to the extent that they have been covered by the Seller, are transferred to the Seller. The transfer of claims to the Seller does not require the conclusion of a separate assignment agreement.

§6. Payment Methods

1. The Seller allows you to make payments for the ordered Products in the form of prepayment via the Stripe electronic payment system, operated by Stripe Technology Europe Limited.
2. The customer is obliged to make the payment within five days from the conclusion of the contract. In the absence of payment within the specified period, the order may be canceled and the Seller is entitled to withdraw from the contract.
3. The seller proceeds to process the order after receiving information from the electronic payment operator about the correct authorization of the transaction.
4. The proof of purchase is delivered to the Customer together with the Product or electronically to the e-mail address indicated by the Customer when placing the order. By placing an order for the Product offered via the Online Store, the Customer agrees to receive invoices electronically without the issuer's signature.
5. If it is necessary to return funds for a transaction made by the Customer with a payment card, the Seller will refund the funds to the bank account assigned to the Customer's payment card.

§7. Responsibility for the compliance of the Product with the contract

1. 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. The provisions regarding the consumer contained in this chapter apply to a natural person concluding a contract directly related to his business activity, when the content of this contract shows that it is not of a professional nature for that person, resulting in particular from the subject of his business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity.
2. 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.
3. Delivery of the Product as part of the exercise of the rights set out in this paragraph is at the expense of the Seller.
4. 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 .
5. 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.
6. 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.
7. 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 non-compliance 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 repair or replacement;
 - e) it is clear from the Seller's statement or circumstances that he will not bring the Product into conformity with the contract within a reasonable time or without undue inconvenience to the consumer.
8. The Customer may not withdraw from the contract if the lack of conformity of the Product with the contract is insignificant.
 9. 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.
 10. 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.
 11. If it is necessary to assess physical defects, the Product should be delivered to the address indicated by the Seller after receiving the complaint.
 12. 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.
 13. The Seller covers the costs of collection, delivery, removal of defects or replacement of the Product with a new one.

§8. Withdrawal from the sales contract

1. The customer who is a consumer in connection with art. 27 of the Act of 30 May 2014 on consumer rights, you have the right to withdraw from a distance contract without giving a reason.
2. The provisions regarding the consumer contained in this chapter apply to a natural person concluding a contract directly related to his business activity, when the content of this contract shows that it is not of a professional nature for that person, resulting in particular from the subject of his business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity.
3. The right to withdraw from the contract is valid within 14 calendar days from the moment the Product is taken over by the Customer or a third party indicated by him other than the carrier. If the contract covers many items that are delivered separately, in batches or in parts - the period runs from the moment of taking possession of the last item, batch or part.
4. The Customer may withdraw from the contract by submitting a statement on the form constituting Appendix 1 to these Regulations, sending it to the Seller's address or by e-mail to the address contact@puszka925.com.
5. To meet the deadline specified in point 3, it is enough to send a statement of withdrawal from the contract before its expiry.
6. The Seller will immediately confirm to the Customer the receipt of the declaration of withdrawal from the contract.
7. The Seller shall promptly, within no more than 14 calendar days from the date of receipt of the declaration of withdrawal from the contract, return to the Customer all payments received from him, including the costs of delivering the item. The seller refunds the payment using the same method of payment as used by the customer, unless the customer has expressly agreed to a different method of refund, which does not involve any costs for him.

8. If the Seller has not offered to collect the Product from the Customer himself, he may withhold the reimbursement of payments received until the Product is returned or the Customer provides proof of its return, depending on which event occurs first.
9. If the Customer has chosen a method of delivering the item other than the cheapest usual method offered by the Seller, the Seller is not obliged to reimburse the Buyer for the additional costs incurred by him.
10. The Customer is obliged to return the item to the Seller or hand it over to the person authorized by the Seller immediately, but not later than within 14 calendar days from the date on which he withdrew from the contract, unless the Seller proposed that he would pick up the Product himself. To meet the deadline, it is enough to send back the Product before its expiry.
11. The Customer bears only the direct costs of returning the Product.
12. The product should be delivered to the address indicated by the Seller after receiving the declaration of withdrawal from the contract.
13. The Customer is obliged to properly protect the Product during transport. The seller does not accept parcels sent on delivery.
14. In the event of withdrawal from the contract, the consumer is liable for the decrease in the value of the item as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the item.
15. The right to withdraw from the contract is not entitled to the Customer in relation to the 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.

§9. Withdrawal from the contract and complaint procedure in the field of electronic services

1. In the case of contracts for the provision of electronic services of a continuous and indefinite nature (e.g. Customer Account service, Newsletter), the Customer has the right to terminate the contract. The customer may terminate the contract with immediate effect and without giving any reason by sending a notice of termination to the e-mail address contact@puszka925.com.
2. The Seller reserves the right to terminate the contract for the provision of electronic services of a continuous and indefinite nature with a 14-day notice period in the event of a breach by the Customer of the provisions of these Regulations.
3. In the event of non-performance or improper performance by the Seller of the services provided via the Online Store, the Customer is entitled to submit a complaint by e-mail to the address contact@puszka925.com.
4. A properly submitted complaint should contain the Customer's designation (name and surname or company name, address of residence or company's registered office address and e-mail address), the subject of the complaint, together with an indication of the period to which the complaint relates and the circumstances justifying the submission of the complaint.
5. The complaint is considered by the Seller within 14 calendar days from the date of receipt of the complaint.

§10. Provisions concerning entrepreneurs

1. The provisions of this paragraph apply only to Customers who are not consumers pursuant to art. 221 of the Civil Code.
2. The provisions of this paragraph do not apply to sales contracts if the buyer is a natural person concluding a contract directly related to its business activity, when the content of this contract shows that it is not of a professional nature for that person, resulting in particular from the subject of the activity performed by it business, made available on the basis of the provisions on the Central Register and Information on Economic Activity.

3. The Seller reserves the right to withdraw from the sales contract at any time, unless the Product has been released to the Customer, a third party acting on behalf of the Customer or the carrier performing the delivery to the Customer. Withdrawal from the contract by the Seller does not give rise to claims on the part of the Customer against the Seller.
4. The Seller reserves the right to limit the payment methods available in the Online Store. The Seller reserves the right to demand prepayment in whole or in part of the order value, regardless of the method of payment chosen by the Customer.
5. Based on Article. 558 of the Civil Code, in the event of the sale of the Product to a Customer who is not a consumer, the Seller's liability under the warranty is excluded.
6. Based on Article. 548 §1 of the Civil Code, upon the release of the Product by the Seller to the Customer, a third party indicated by the Customer or the carrier, the benefits and burdens related to the Product and the risk of accidental loss or damage to the Product are transferred to the Customer.
7. The Seller's liability towards the Customer is limited only to the actual damage incurred by the Customer in connection with the improper performance of the contract by the Seller, with the Seller being liable in an amount not greater than the value of the order placed by the Customer.

§11. Responsibility of the Seller

1. The Seller is not responsible for entering incorrect data by the Customer (in particular by providing incorrect data in the forms available on the website) or the Customer's action in a way that hinders or prevents the provision and implementation of services by the Seller.
2. The Seller is not responsible for the consequences of using the Online Store by the Customer in a manner inconsistent with the provisions of the Regulations, applicable law and the rules of social coexistence or customs applicable in this respect.
3. The Seller reserves the right to suspend or terminate the provision of individual functionalities of the Online Store due to the need for maintenance, review or expansion of the technical base or software. Suspension or termination of the services of individual functionalities of the Online Store may not violate the rights of the Customer.

§12. Intellectual Property

1. All content posted in the Online Store (including graphics, texts, page layout and logos), and not from the Customer or other suppliers, are protected by copyright and are the sole property of the Seller. The use of this content without the written consent of the Seller results in civil and criminal liability.
2. The Customer is obliged to use any content posted as part of the Online Store only for their own personal use. The use of content in a different scope is allowed only if expressly indicated by the Seller.
3. Using the Online Store, including the use of text and graphic materials, photos, applications, databases or other content, does not mean the acquisition by the Customer of any rights in relation to the indicated content, and in particular, it does not mean the acquisition of proprietary copyrights, related rights or licenses .
4. It is forbidden to take the following actions without the express consent of the Seller:
 - a) copying, modifying and transmitting electronically or otherwise the Online Store or its parts, as well as individual content made available through it,
 - b) dissemination of content published in the Online Store in any way,
 - c) downloading the content of databases and its secondary use in whole or in part.

§13. Final Provisions

1. The Seller reserves the right to change these Regulations. The Seller shall notify the changes to the Regulations on the Online Store website at least 14 calendar days before the changes to the Regulations come into force. The change in the provisions of the Regulations does not apply to Customers who placed an order

during the validity of the previous version of the Regulations. Amendments to the Regulations during the duration of the contractual relationship of a continuous nature bind the other party, if the requirements set out in art. 384 of the Civil Code, and the party did not terminate the contract within the notice period of 14 calendar days.

2. In other matters not covered by the provisions of these Regulations, the relevant provisions of Polish law shall apply. In the event that the provisions in force in the consumer's country are more favorable to him, and these provisions cannot be excluded by agreement, they will be applied in the agreement concluded via the online store.
3. The customer has the option of using out-of-court methods of dealing with complaints and pursuing claims arising from orders placed in the Store. These include: in the event of a dispute over property rights arising from sales and service contracts, submitting a request for the case to be heard by the Permanent Consumer Arbitration Court operating at the relevant Voivodeship Inspectorate of Trade Inspection; submitting a request to the Provincial Inspector of the Trade Inspection in Cracow to take action to resolve the dispute out of court under the Act of 23 September 2016 on out-of-court resolution of consumer disputes (Journal of Laws of 2016, item 1823).
4. Notwithstanding point 3, the Customer may seek assistance from the municipal (powiat) consumer ombudsman. All necessary information can be obtained on the website of the Office of Competition and Consumer Protection at uokik.gov.pl.
5. The Customer who is a consumer may also use the electronic method of resolving disputes with the Seller via the ODR platform available at <http://ec.europa.eu/consumers/odr/>.
6. Disputes arising as a result of the provision of services under these Regulations will be resolved:
 - a) to the common court at the Customer's choice in accordance with the relevant provisions of Polish law, if the Customer is a consumer,
 - b) to the common court competent for the seat of the Seller, if the Customer is not a consumer.
7. Appendices to the Regulations constitute its integral part.
8. The Regulations come into force on June 30, 2023.