

Terms and conditions

§1 Preliminary provisions

1. The UR Urszula Radwanska online store, available at www.urszularadwanska.com, is run under the business name UR Urszula Radwanska, Piotr Gadomski civil law partnership, entered in the Central Register and Information on Business (CEIDG) run by the minister competent for economy, VAT no 5213815349, registry number 369491549
2. These Regulations are addressed to Consumers, Entrepreneur – Consumers and Entrepreneurs using the Store and sets out the rules for using the Online Store and the rules and procedure for concluding Sales Agreements with a Customer at a distance through the Store.

§2 Definitions

1. Consumer – a natural person who concludes an agreement with Seller through the Store. The matter of the contract is not directly connected to the person's trade or profession.
2. Seller – a natural person conducting a business activity as UR Urszula Radwańska registered at the Central Registry and Information on Business Activity (CEIDG) held by the Ministry of Economy with NIP 5213815349, REGON 369491549.
3. Customer – any entity making purchases through the Store.
4. Entrepreneur – a natural person, a legal person or an organizational unit that is not a legal person, whose separate law grants legal capacity, carrying out on their own behalf a business activity that uses the Store.
5. Entrepreneur - Consumer - a customer who is a natural person containing a contract directly related to his business activity, when with the content of this contract shows that it does not have a professional character for him,

resulting in particular from the subject performed business activity, made available on the basis of the provisions of CEiIDG.

6. Store – an online store run by the Seller at the Internet address www.urszularadwanska.com
7. Regulations – these Store regulations.
8. Order – Customer's declaration of will placed via Order Form and directly aiming at concluding a Sales Agreement of a Product or Products with the Seller.
9. Account – Customer's account in the Store, it collects data provided by the Customer and information about Orders placed in the Store.
10. Registration Form – form available in the Store, enabling the creation of an Account.
11. Order Form – an interactive form available in the Store that allows placing an Order, in particular by adding Products to the Cart and determining the terms of the Sales Agreement, including delivery and payment methods.
12. Cart – an element of the Store's software, in which the Products selected by the Customer for purchase are displayed, as well as the possibility of determining and modifying the Order's data, in particular the number of products.
13. Product – a movable item / service available in the Store which is the subject of the Sales Agreement between the Customer and the Seller.
14. Sales agreement – a contract of sale of a Product concluded between the Client and the Seller via the Online Store.

By the Sales Agreement is also understood – applying to the features of the Product – the contract for the provision of services and a contract for specific work.

§3 Contact with the Store

1. Seller's address is: Obrzeźna street 5F/50, 02-691 Warsaw, Poland
2. Seller's e-mail address is:
store@urszularadwanska.com, info@urszularadwanska.com
3. Seller's phone number: +48 518 613 162

4. Seller's bank account number PLN: 45160010131818646590000001
5. The Customer may communicate with the Seller using the addresses and telephone number provided in this paragraph.
6. The Customer may communicate by phone with the Seller between 10.00 and 19.00.

§4 Technical requirements

To use the Store, including viewing the Store's assortment and placing orders for Products, the following are necessary:

1. Terminal device with access to the Internet and the latest web browser (such as Safari, Chrome, Microsoft Edge, Firefox), with the Javascript language support;
2. active e-mail account (e-mail);
3. cookies enabled service activated.

§5 General informations

1. The Seller, to the fullest extent permitted by law, shall not be liable for any disruptions, including interruptions in the functioning of the Store, caused by force majeure, unauthorized actions of third parties or incompatibility of the Online Store with the technical infrastructure of the Customer.
2. Viewing the Store's assortment does not require creating an Account. Placing orders by the Customer for Products in the Store's assortment is possible either after creating an Account in accordance with the provisions of § 6 of the Regulations or by providing the necessary personal and address data enabling the Order to be carried out without creating an Account.

Prices given in the Store are given in Polish zlotys, Euros and US dollars and are gross prices (including VAT).

3. The final (end) amount to be paid by the Customer consists of the price for the Product and the cost of delivery which the Customer is informed about on the Store's pages when placing the Order, including expressing the will to be bound by a Sales Agreement.

§6 Registration

1. To set up an Account in the Store, please complete the Registration Form. It is necessary to provide the following data: name, surname and the e-mail address.
2. Creating an Account in the Store is free.
3. Logging in to the Account is done by entering the login and password set in the Registration Form.
4. The Customer is obliged to use best efforts in order to maintain confidentiality and prevent disclosure of the Password to third parties.
5. The Customer may at any time, without giving a reason and without incurring any fees, delete the Account by sending a relevant request to the Seller, in particular via e-mail or in writing to the addresses provided in §3.

§7 Order submission rules

In order to submit orders it is necessary to:

1. select the Product that is the item of the Order, and then click "Add to Cart";
2. log in or use the option of placing an Order without registration;
3. if the option of placing an Order without registration has been selected – complete the Order Form by entering the recipient's details and the address to which the Product is to be delivered, and select the type of shipment (Product delivery method), enter the invoice data, if different from the recipient's data,

4. click the “order and pay” button / click “order and pay” and confirm the order by clicking on the link sent in the e-mail,
5. select one of the available payment methods and depending on the method of payment, pay for the order within a specified period, subject to § 8 point 3.

§8 Delivery and payment methods offered

1. The Customer may use the following methods of delivery of the ordered Product:
 - a) courier shipment,
 - b) courier service with cash on delivery,
2. The customer can use the following payment methods:
 - a) cash on delivery,
 - b) payment by bank transfer to the Seller’s account,
 - c) payment via the PayU platform (electronic payments, payment by card).
3. Detailed information on delivery methods and acceptable payment methods can be found on the Store’s website.

§9 Execution of sales contract

1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed an Order using the Order Form in the Online Store in accordance with § 7 of the Regulations.
2. After placing the Order, the Seller immediately confirms its receipt and at the same time accepts the Order for processing. Confirmation of receipt of the Order and its acceptance for processing is sent by the Seller to the Customer’s e-mail address provided during the placement of the Order, which contains at least the Seller’s statement of receipt of the Order and its acceptance for processing and confirmation of the conclusion of the Sales Contract. At the moment of receipt by the Client of the above e-mail

message, the Sales Agreement between the Client and the Seller is concluded.

3. If the Customer chooses payment by:
 - a) bank transfer, electronic payment or payment by card, the Customer is obliged to make the payment within 2 calendar days from the date of the Sale Contract – otherwise the order will be cancelled.
 - b) If the cash on delivery method is selected, the customer is obliged to make the payment upon delivery.
4. The start of the Product delivery period to the Customer is counted as follows:
 - a. if the Customer chooses the method of payment by bank transfer, electronic payment or payment card – from the date of crediting the Seller's bank account,
 - b. if the Customer chooses the method of payment on delivery – from the date of the Sales Contract.
5. Delivery of the Product is made worldwide.
6. Delivery of the Product to the Customer in Poland is free of charge (by the carrier selected by the Administrator). Costs of delivery of the Product outside of Poland are chargeable and are indicated to the Customer while placing the Order when choosing the place of shipment.
7. The Seller reserves the right not to fulfill the order or its part of the order in case of lack of the ordered product, about which the Customer will be immediately informed.

§10 Right of withdrawal from the contract

1. The consumer and Entrepreneur - Consumer may withdraw from the Sales Contract within 14 days without giving any reason.
2. In the case of a Contract which involves multiple Products which are delivered separately, in instalments or in parts, the period referred to in subsection 1 shall run from the delivery of the last item, batch or part.

3. The consumer and Entrepreneur - Consumer may withdraw from the contract by submitting to the Seller a statement of withdrawal from the contract. It is sufficient for the Consumer to send a statement before this deadline in order to meet the deadline for withdrawing from the Contract. The statement may be sent by traditional mail by sending the statement to the Seller's address - the Seller's contact details are specified in § 3. The statement may also be made by sending a completed form, which is attached as Annex 1 to these Regulations but it is not mandatory.
4. If the Consumer sends a statement electronically, the Seller will immediately send the Consumer / Entrepreneur - Consumer the confirmation of receipt of the statement of withdrawal from the Agreement to the e-mail address provided by the Consumer.
5. Effects of withdrawal from the Contract:
 - a) In case of withdrawing from the Distance contract, Contract is deemed not to have been concluded.
 - b) In case of withdrawal the Seller will refund all payments received from the Consumer / Entrepreneur - Consumer, including delivery costs (with the exception of extra costs resulting from Consumer's choice of a delivery method different than the least expensive standard delivery offered by the Seller) without delay, no later than 14 days after the receipt of Consumer's notice on withdrawal.
 - c) The refund will be made using the same method of payment that was used by Consumer / Entrepreneur - Consumer in the initial transaction, unless Consumer has expressly agreed otherwise and provided that Consumer does not incur any fees as a result of such refund
 - d) Seller may withhold the refund until the Product has been received back or the evidence of it having been sent back is supplied, whichever is earlier.
 - e) Consumer / Entrepreneur - Consumer should send the Product back to the Seller's address given in these Terms without delay, no later than 14 days from the day the Seller has been informed on

withdrawal from the Contract. The deadline for returning the Product should be deemed to have been observed once it has been sent back within 14 days.

- f) Consumer / Entrepreneur - Consumer bears the direct costs of returning the Product, as well as returning the Product if, by its nature, it cannot be normally returned by post.
 - g) The consumer / Consumer - Entrepreneur is obliged to send back the goods intact, without signs of use.
6. The right to withdraw from a distance contract is not entitled to the Consumer / Consumer - Entrepreneur in relation to the Contract:
- a) when selling personalized goods. This means that the seller is not obliged to accept the return of goods made to the special order of the Consumer / Consumer -Entrepreneurs,
 - b) for the provision of services, if the Seller has fully performed the service with the express consent of the Consumer, who was informed before the beginning of the service that after the performance of the service by the Seller, the Customer will lose the right of withdrawal from the Contract,
 - c) in which the price or remuneration depends on fluctuations in the financial market over which the Seller has no control, and which may occur before the deadline to withdraw from the Contract,
 - d) in which the subject of the service are things that after delivery, due to their nature, remain inseparably combined with other things,

§ 11 Complaints and warranty

1. The Sales Contract covers new products.
2. The seller is obliged to provide the customer with a product free from defects.
3. In case of the Product bought from the Seller being defective, the Customer / Consumer - Entrepreneur has the right to make a claim on the basis of

Civil Code provisions relating to warranty. If the Customer is an Entrepreneur, the parties exclude liability under the warranty.

4. A claim should be submitted in writing or via an e-mail to the address of the Seller given in these Terms or by sending a completed complaint form, which is attached as Annex 2 to these Regulations.
5. It is recommended to briefly describe the defect of the Product, the circumstances (including date) of its occurrence, personal details of the Customer submitting the claim and Customer's request relating to Product's defect.
6. Goods returned under the complaint procedure should be sent to the address specified in § 3 of these Regulations.

§12 Out-of-court complaint and redress mechanisms

1. Detailed information about the possibility for the Consumer to use out-of-court complaints and redress, as well as the rules of access to these procedures are available at the registered offices and on the websites of municipal consumer ombudsmen, social organizations, whose statutory tasks include consumer protection, Provincial Inspectorates of the Trade Inspection and at the following Internet addresses of the Office of Competition and Consumer Protection:
http://www.uokik.gov.pl/spory_konsumenckie.php
http://www.uokik.gov.pl/sprawy_indywidualne.php
http://www.uokik.gov.pl/wazne_adresy.php
2. The consumer has the following examples of possibilities of using out-of-court complaint consideration and redress methods:
 - a) The consumer is entitled to apply to a permanent amicable consumer court referred to in article 37 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to resolve the dispute arising from the Contract concluded with the Seller,

- b) The consumer is entitled to apply to the provincial inspector of Trade Inspection, in accordance with art.36 of the Act of 15 December 2000 on Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Consumer and the Seller,
- c) The consumer may obtain free assistance in resolving the dispute between him and the Seller, also using the free assistance of the municipal consumer ombudsman or social organization, whose statutory tasks include consumer protection (among others the Federation of Consumers, Association of Polish Consumers).

§13 Personal data in the online store

1. The Seller is the administrator of personal data of Customers collected through the Online Store.
2. Customers' personal data collected by the administrator via the Online Store are collected in order to implement the Sales Contract, and also for marketing purposes if the Customer agrees.
3. The Administrator shares the collected personal data of the Client:
 - a. to a carrier service as a delivery method in the Store or agent responsible for deliveries on behalf of the Administrator
 - b. to a selected entity handling electronic payments or payment cards in the Internet Shop.
4. The customer has the right to access their data and correct them.
5. Providing personal data is optional, although non-providing the data mentioned in the Regulations which are necessary for conclusion of a Sales contract will result in such a contract not being formed,

§14 Final provisions

1. All Contracts with the Store are concluded in Polish language.
2. Seller reserves the right to make changes to these Terms and Conditions for important reasons, such as: changes in laws, changes in methods of payment and delivery - to the extent that these changes affect the implementation of the provisions of these Regulations. The Seller shall inform the Client about each change by placing relevant information on the website of the Store and/or sending relevant information in an e-mail message.
3. The content of the Terms and Conditions can be downloaded at any time from the website (as a PDF file).
4. In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: Civil Code; Act on the provision of electronic services; Consumer Rights Act, Personal Data Protection Act.
5. The customer has the right to use the out-of-court ways of dealing with complaints and asserting claims. For this purpose, he can submit a complaint via the EU ODR online platform available at: <http://ec.europa.eu/consumers/odr/>.
6. The Terms and Conditions are effective as of: 1.01.2021.

Annex no 1 – withdrawal form

Annex no 2 - complaint form