

ONLINE SHOP REGULATIONS

MISCHKE.COM.PL

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The online shop www.szymekmakurat.wixsite.com takes care of consumer rights. The consumer can not waive the rights granted to him in the Consumer Rights Act. The provisions of contracts less favourable to the consumer than the provisions of the Consumer Rights Act are invalid and in their place apply the provisions of the Act on Consumer Rights. Therefore, the provisions of these Regulations are not intended to exclude or limit any consumer rights granted to them by virtue of mandatory provisions of law, and any possible doubts should be explained in favour of the consumer. In case of non-compliance of the provisions of these Regulations with the above provisions, the priority is given to these provisions and should be applied.

1. GENERAL PROVISIONS

- 1.1. The Online Shop available at the Internet address mischke.com.pl is run by Bożena Mischke, running a business under the name FIRMA HANDLOWO USŁUGOWA „BOŻENA” - BOŻENA MISCHKE entered into the Central Register and Information on Economic Activity of the Republic of Poland run by the Minister of Economy, having: the address of the business place and the delivery address: os. Wybickiego 18/11, 83-300 Kartuzy, tax identification number: 5891169742, national economy register (REGON) number 381270804, e-mail address: fhu.bozena@gmail.com, telephone number: 0048 665281654.
- 1.2. These Regulations are addressed both to the consumers and to the entrepreneurs using the Online Shop unless a section is addressed specifically to the consumers or to the entrepreneurs.
- 1.3. The Controller of personal data processed in the Online Shop in connection with the implementation of the provisions of these Regulations is the Seller. The personal data are processed for purposes within the scope and on the basis of the grounds and principles set out in **the privacy policy** published on the Online Shop website. The privacy policy contains primarily the rules for the processing of personal data by the Controller in the Online Shop, including the basics, purposes and the scope of processing the personal data and the rights of the persons to whom the data relate, as well as the information on the use of cookie files and analytical tools in the Online Shop. Using the Online Shop, including making purchases is voluntary. Similarly, the provision of personal data by the Service Recipient or the Customer using the Online Shop is voluntary, subject to the exceptions indicated in the privacy policy (conclusion of the contract and statutory duties of the Seller).
- 1.4. Definitions:
 - 1.1.1. CHAT – Electronic Service available in the Online Shop that allows the Service User to ask a question, conduct a discussion and get help in cases related to the subject of the Online Shop. The Chat also allows the Service Provider to view the conversations, e.g. to resolve disputes between the Seller and the Customer
 - 1.1.2. BUSINESS DAY – one day from Monday to Friday, excluding public holidays.
 - 1.1.3. REGISTRATION FORM – the form available in the Online Shop that allows you to create an Account.
 - 1.1.4. ORDER FORM – Electronic Service, an interactive form available in the Online Shop that allows you to place an Order, in particular by adding Products to the electronic basket and defining the terms of the Sales Contract, including the method of delivery and the payment.
 - 1.1.5. CUSTOMER – (1) a natural person with full legal capacity, and in the cases provided for by the generally applicable regulations also a natural person with limited legal capacity; (2) a legal person; or (3) an organizational unit without legal personality for which the law grants legal capacity; - who has concluded or intends to conclude a Sales Contract with the Seller.
 - 1.1.6. CIVIL CODE – Civil Code Act of 23 April 1964 (Dz.U. 1964 nr 16, poz. 93- with amendments).
 - 1.1.7. NEWSLETTER – Electronic Service, electronic distribution service provided by the Service Provider via e-mail, which allows all Service Recipients using it to receive automatically from the Service Provider cyclical content of subsequent editions of the newsletter containing the information about the Products, new editions and promotions in the Online Shop.

- 1.1.8. PRODUCT – a movable item available in the Online Shop being the subject of the Sales Contract between the Customer and the Seller.
- 1.1.9. REGULATIONS – these regulations of the Online Shop.
- 1.1.10. ONLINE SHOP – online shop of the Service Provider available at the Internet address: mischke.com.pl
- 1.1.11. SELLER; SERVICE PROVIDER – Bożena Mischke, running a business under the name FIRMA HANDLOWO USŁUGOWA „BOŻENA” - BOŻENA MISCHKE entered into the Central Register and Information on Economic Activity of the Republic of Poland run by the Minister of Economy, having: the address of the business place and the delivery address: os. Wybickiego 18/11, 83-300 Kartuzy, tax identification number: 5891169742, national economy register (REGON) number 381270804, e-mail address: fhu.bozena@gmail.com.
- 1.1.12. SALES CONTRACT– the Product sales contract which is being concluded or have been concluded between the Customer and the Seller via the Online Shop.
- 1.1.13. ELECTRONIC SERVICE – the service provided electronically by the Service Provider to the Service Recipient via the Online Shop.
- 1.1.14. SERVICE RECIPIENT – (1) a natural person with full legal capacity, and in cases provided for by generally applicable regulations also a natural person with limited legal capacity; (2) a legal person; or (3) an organizational unit without legal personality, for which the law grants legal capacity; - using or intending to use the Electronic Service.
- 1.1.15. CONSUMER RIGHTS ACT, ACT – Act of 30 May 2014 on consumer rights (Dz.U. 2014 poz. 827 with amendments)
- 1.1.16. ORDER - Customer's declaration of intention submitted via the Order Form and aimed directly to conclude the Product Sales Contract with the Seller.

2. ELECTRONIC SERVICES IN THE ONLINE SHOP

- 2.1. The following Electronic Services are available in the Online Shop: Order Form, Chat and Newsletter.
 - 2.1.1. Order Form - using of the Order Form begins with adding the first Product to the electronic basket by the Customer in the Online Shop. Placing an Order takes place after the Customer has completed two subsequent steps - (1) completing the Order Form and (2) clicking on the Online Shop website after completing the Order Form **"Buy and pay"** field - up to that moment it is possible to modify independently all entered data (for this purpose, follow the displayed messages and information available on the Online Shop website). In the Order Form, it is necessary for the Customer to provide the following data about the Customer: name and surname / company name, address (street, house / flat number, zip code, city, country), the e-mail address, the contact telephone number and details of the Sales Contract: Product (s), amount of Product (s), place and method of delivery of the Product (s), the method of payment. In the case of Customers who are not consumers, it is also necessary to provide the company name and the tax identification number.
 - 2.1.1.1. The Order Form Electronic Service is provided free of charge, is single-use in nature and is concluded upon placement of an Order via the Form or upon earlier discontinuation of placing the Order by the Service Recipient.
 - 2.1.2. Chat - using of the Chat begins with typing the content of the message in the Chat field visible on the Online Shop website and clicking the action field.
 - 2.1.2.1. The Chat Electronic Service is provided free of charge, is single-use in nature and is concluded upon discontinuation of correspondence through it by a person using the Chat or by the Service Provider.
 - 2.1.3. Newsletter - using the Newsletter takes place after providing the e-mail address in the "Newsletter" tab visible on the Online Shop website, to which further editions of the Newsletter are to be sent and clicking the action field. You can also subscribe to the Newsletter by checking the appropriate checkbox when creating an Account - once the Account is created, the Service Recipient is subscribed to the Newsletter.
 - 2.1.3.1. The Newsletter Electronic Service is provided free of charge for an indefinite period. The Service Recipient has the option, at any time and without giving reasons, to unsubscribe from the Newsletter (resignation from the Newsletter) by sending a relevant request to the Service Provider, in particular via e-mail to the following address: fhu.bozena@gmail.com or in writing to the following address: os. Wybickiego 18/11, 83-300 Kartuzy.
- 2.2. Technical requirements necessary to cooperate with the ICT system used by the Service Provider: (1) a computer, laptop or other multimedia device with Internet access; (2) the access to e-mail; (3) Internet browser: Mozilla Firefox version 17.0 or higher or Internet Explorer version 10.0 or higher, Opera version 12.0 or higher, Google Chrome version 23.0 or higher, Safari version 5.0 or higher, Microsoft Edge version 25.10586.0.0 or higher; (4) recommended minimum screen resolution: 1024x768; (5) enabling cookies and Javascript support in the web browser.
- 2.3. The Service Recipient is obliged to use the Online Shop in a manner consistent with the law and good customs, with respect for the personal rights and copyrights and intellectual property of the Service Provider and third parties. The Service Recipient is obliged to enter data consistent with the actual state. The Service Recipient is prohibited from providing unlawful content.
- 2.4. Complaint procedure with regard to the Electronic Services:
 - 1.1.17. The complaints related to the provision of Electronic Services by the Service Provider and other complaints related to the operation of the Online Shop (excluding the complaint procedure of the Product, which is indicated in items 6 and 7 of the Regulations) the Service Recipient may submit, for example:
 - 1.1.17.1. in writing to the address: os. Wybickiego 18/11, 83-300 Kartuzy;

1.1.17.2. in electronic form via e-mail to the following address: fhu.bozena@gmail.com.

- 1.1.18. It is recommended that the Service Recipient provides in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of the irregularity; (2) the Service Recipient's request; and (3) the contact details of the complaining party - this will facilitate and speed up the consideration of the complaint by the Service Provider. The requirements specified in the preceding sentence take the form of recommendations only and do not affect the effectiveness of complaints filed without the recommended description of the complaint.
- 1.1.19. The response to the complaint by the Service Provider takes place immediately, not later than within 14 calendar days from the date of its submission.

3. CONDITIONS FOR CONCLUDING A SALES CONTRACT

- 3.1. The conclusion of a Sales Contract between the Customer and the Seller takes place after the Customer has placed an Order using the Order Form in the Online Shop in accordance with point 2.1.2 of the Regulations.
- 3.2. The Product price shown on the Online Shop website is given in Polish zlotys (PLN) and includes taxes. The Customer is informed of the total value of the Product included in the Order, as well as of the delivery costs (including fees for transport, delivery and postal services) and other costs, or the obligation to pay those costs, if the value of those fees cannot be determined, on the Online Store's website during placement of the Order, as well as at the moment of the Customer's expression of will to enter into a Sales Contract.
- 3.3. The procedure of concluding a Sales Contract in the Online Shop using the Order Form.
- 1.1.20. The conclusion of the Sales Contract between the Customer and the Seller takes place after the Customer has placed an Order in the Online Shop in accordance with point. 2.1.2 of the Regulations.
- 1.1.21. After placing the Order, the Seller immediately confirms its receipt and at the same time accepts the Order for implementation. The confirmation of receipt of the Order and its acceptance for implementation occurs by sending by the Seller to the e-mail address provided at the time of placing the Order an e-mail, which contains at least the Seller's statement of receipt of the Order and its acceptance for implementation and confirmation of the Sales Contract. Upon receipt of the above e-mail by the Customer, the Sales Contract is concluded between the Customer and the Seller.
- 3.4. The consolidation, security and access to the Customer the content of the Sales Contract concluded by the Customer is effected by (1) providing these Regulations on the Online Shop website and (2) sending the e-mail message referred to in point. 3.3.2. of the Regulations. The content of the Sales Contract is additionally recorded and secured in the IT system of the Seller's Online Shop.

4. METHODS AND DATES OF PAYMENT FOR THE PRODUCT

- 4.1. The Seller provides the Customer with the following methods of payment under the Sales Contract:
 - 1.1.22. Cash on delivery.
 - 1.1.23. Payment in cash on personal collection.
 - 1.1.24. Payment by bank transfer to the Seller's bank account.
- 4.2. **Payment deadline:**
 - 1.1.25. If the Customer chooses payment by bank transfer, the Customer is obliged to make the payment within 7 calendar days from the day of concluding the Sales Contract.
 - 1.1.26. If the Customer chooses cash payment on delivery or payment in cash on personal collection, the Customer is obliged to make the payment upon delivery.

5. THE COST, METHODS AND DELIVERY TIME AND THE RECEIPT OF THE PRODUCT

- 5.1. The product delivery is available on the territory of the Republic of Iceland.
- 5.2. The delivery of the Product to the Customer is payable, unless the Sales Contract provides otherwise. The Product delivery costs (including charges for transport, delivery and postal services) are indicated to the Customer on the Online Shop website in the delivery costs tab and during the Order placement, including when the Customer expresses a will to be bound by the Sales Contract.
- 5.3. Personal collection of a Product by the Customer is free of charge.
- 5.4. The Seller provides the Customer with the following methods of delivery or collection of the Product:
 - 1.1.27. Pallet shipment.
 - 1.1.28. Personal collection available at a location indicated by the Seller, located on the port of Reykjavik, Iceland.
- 5.5. **The deadline for delivery of the Product to the Customer** is up to 20 Business Days, unless a shorter period is specified in the description of the Product or when placing the Order. In the case of Products with different delivery times, the delivery date is the longest given date, which, however, can not exceed 20 Business Days. The beginning of the delivery time of the Product to the Customer is counted as follows:
 - 1.1.29. If the Customer chooses the method of payment by bank transfer - from the date of crediting the Seller's bank account or current account.
 - 1.1.30. If the Customer chooses cash on delivery payment - from the day of concluding the Sales Contract.

- 5.6. The deadline for readiness of the Product to be picked up by the Customer** - if the Customer selects a personal Product collection, the Product will be ready to be picked up by the Customer within 20 Business Days, unless a shorter period is specified in the description of the Product or when placing the Order. In the case of Products with different dates of readiness for collection, the date of readiness for collection is the longest given date, which, however, can not exceed 20 Business Days. The Customer will be additionally informed by the Seller about the readiness of the Product to be collected by sending an appropriate e-mail to the Customer's e-mail address provided during the ordering. The beginning of the time for the readiness to collect the Product is counted as follows.
- 1.1.31. If the Customer chooses the method of payment by bank transfer - from the date of crediting the Seller's bank account or current account.
- 1.1.32. If the Customer chooses the payment in cash on personal collection - from the day of concluding the Sale Contract.

6. PRODUCT COMPLAINTS

- 6.1.** The basis and scope of the Seller's liability towards the Customer, if the sold product has a physical or legal defect (warranty) are defined by generally applicable laws, in particular in the Civil Code (in particular in Articles 556-576 of the Civil Code).
- 6.2.** The Seller is obliged to provide the Customer with a Product without defects. The detailed information regarding the Seller's liability due to a Product defect and Customer's rights are set out on the Online Shop website in the product complaint tab.
- 6.3.** A complaint can be made by the Customer, for example:
- 1.1.33. in electronic form via e-mail to the following address: fhu.bozena@gmail.com;
- 6.4.** It is recommended that the Customer provides in the description of the complaint: (1) the information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of the defect; (2) the request to bring the Product into compliance with the Sales Contract or a statement of price reduction or withdrawal from the Sales Contract; and (3) the contact details of the complainant - this will facilitate and speed up the consideration of the complaint by the Seller. The requirements specified in the preceding sentence only take the form of recommendations and do not affect the effectiveness of the complaints filed without the recommended description of the complaint.
- 6.5.** The Seller will consider the Customer's complaint promptly, no later than within 14 calendar days from the date of its submission. If the Customer who was a consumer demanded a replacement or a defect removal, or made a price reduction statement, specifying the amount by which the price is to be reduced and the Seller did not respond to the request within 14 calendar days, it is considered that the request was justified.

7. EXTRAJUDICIAL METHODS OF SETTLING COMPLAINTS AND INVESTIGATING CLAIMS AND THE RULES OF ACCESS TO THESE PROCEDURES

- 7.1.** The detailed information on using the extrajudicial method of dealing with complaints and pursuing claims as well as the rules of access to these procedures by the Customer who is a consumer are available on the website of the Office of Competition and Consumer Protection at: https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumentow.
- 7.2.** At the the Office of the President of Competition and Consumer Protection there is a contact point (phone: 22 55 60 333, email: kontakt.adr@uokik.gov.pl or a written address: Pl. Powstańców Warszawy 1, 00-030 Warsaw.), whose task, among others, is the provision of assistance for the consumers in matters relating to the extrajudicial solving of consumer disputes.
- 7.3.** A consumer has the following options of using extrajudicial methods of settling complaints and asserting claims: (1) an application to settle a dispute to a permanent amicable consumer court (for more information, please visit: <http://www.spsk.wiuh.org.pl>); (2) an application regarding extrajudicial resolution of the dispute to the voivodeship inspector of the Trade Inspection (more information on the website of the inspector competent for the place of the economic activity of the Seller); and (3) the assistance of the district (municipal) consumer ombudsman or social organization, whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers). The advice is provided, among others, via e-mail at porady@dlakonsumentow.pl and at the consumer helpline number 801 440 220 (call center on Business Days, 8:00 - 18:00, call fee according to the operator's tariff).
- 7.4.** An online platform for settling disputes between the consumers and the entrepreneurs at the EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual website with a one-stop shop for the consumers and the entrepreneurs seeking out-of-court settlement of the contractual obligations arising from an online sales contract or a service contract (more information on the platform website itself or on the Internet site of the Office of Competition and Consumer Protection: https://uokik.gov.pl/spory_konsumentow_faqs_platforma_odr).

8. THE RIGHT OF WITHDRAWAL FROM THE CONTRACT

- 8.1.** A consumer who has concluded a distant contract may, within 14 calendar days, withdraw from it without giving a reason and without incurring costs, except for the costs specified in point. 8.8 of the Regulations. To meet the deadline, it is enough to send a statement before its expiry. A declaration of withdrawal from the contract can be made, for example:
- 1.1.34. in writing to the address: os. Wybickiego 18/11, 83-300 Kartuzy;

- 8.2.** An exemplary template of withdrawal form is included in Enclosure no 2 to the Consumer Rights Act and is additionally available on the Online Shop website in the withdrawal from the contract tab. The consumer can use the template form, but it is not obligatory.
- 8.3.** The deadline for withdrawal from the contract begins:
- 1.1.35. for the contract whereby the Seller releases the Product, being obliged to transfer its ownership (for example the Sales Contract) - from taking the Product into possession by the consumer or a third party designated by the consumer, other than the carrier, and in the case of a contract where: (1) many Products are delivered separately, in batches or in parts - from taking possession of the last Product, batch or part or (2) when it consists in regular delivery of Products for a definite period - from taking possession of the first Product;
 - 1.1.36. for other contracts - from the date of contract conclusion.
- 8.4.** In the event of withdrawal from a distant contract, the contract is considered null and void.
- 8.5.** The Seller is obliged immediately, not later than within 14 calendar days from the date of receipt of the consumer's statement on withdrawal from the contract, to return all payments made by the consumer, consumer the delivery costs of the Product (except for additional costs resulting from the delivery method chosen by the consumer other than the cheapest standard delivery method available in the Online Shop). The Seller shall refund the payment using the same method of payment as the consumer used, unless the consumer has expressly agreed to a different method of return, which does not cause any costs for him. If the Seller has not offered to collect the Product from the consumer himself, they may withhold the reimbursement of payments received from the consumer until the receipt of the Product or the delivery by the consumer of a proof of its return, whichever occurs first.
- 8.6.** The consumer is obliged immediately, no later than within 14 calendar days from the date on which they withdraw from the contract, to return the Product to the Seller or hand it over to the person authorized by the Seller for pickup, unless the Seller suggested that they will pick up the Product themselves. To meet the deadline, it is enough to return the Product before its expiry. The consumer may return the Product to the following address: os. Wybickiego 18/11, 83-300 Kartuzy.
- 8.7.** The Consumer is liable for the decrease in the value of the Product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product.
- 8.8.** Possible costs related to the consumer's withdrawal from the contract, which the consumer is obliged to pay:
- 1.1.37. If the consumer has chosen the method of delivery of the Product other than the cheapest standard delivery method available in the Online Shop, the Seller is not obliged to refund the additional costs paid by the consumer.
 - 1.1.38. The consumer bears the direct costs of returning the Product.
 - 1.1.39. In the case of a Product being a service which performance - at the explicit request of the consumer - started before the withdrawal period, the consumer who exercises the right to withdraw from the contract after making such a request is obliged to pay for the services fulfilled until the withdrawal. The payment amount is calculated proportionally to the scope of the service provided, taking into account the price or remuneration agreed in the contract. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the service provided.
- 8.9.** The right to withdraw from a distant contract is not available to the consumer in relation to contracts:
- 1.1.40. (1) for the provision of services, if the Seller has fully provided the service with the express consent of the consumer who has been informed before the performance of the service that they will lose the right to withdraw from the contract after the performance of the service by the Seller; (2) 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 for withdrawal from the contract; (3) in which the subject of the service is a non-prefabricated Product, manufactured according to the consumer's specification or serving to satisfy their individual needs; (4) in which the subject of the service is a product that is quickly deteriorating or has a short shelf-life time; (5) in which the subject of the service is a product delivered in a sealed package, which after opening the packaging can not be returned due to health protection or hygiene reasons, if the packaging was opened after delivery; (6) in which the subject of the service are Products which after delivery, due to their nature, are inseparably connected with other items; (7) in which the subject of the service are alcoholic beverages, the price of which was agreed at the conclusion of the Sales Contract, and which delivery may take place only after 30 days and which value depends on fluctuations in the market over which the Seller has no control; (8) in which the consumer explicitly demanded that the Seller should come to them for urgent repair or maintenance; if the Seller provides additional services other than those required by the consumer, or provides products other than spare parts necessary to perform the repair or maintenance, the right to withdraw from the contract is granted to the consumer in respect of additional services or products; (9) in which the subject of the service are sound or visual recordings or computer software delivered in a sealed package, if the packaging has been opened after delivery; (10) for delivery of newspapers, periodicals or magazines, with the exception of a subscription agreement; (11) concluded through a public auction; (12) for the provision of accommodation services, other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract designates a day or period of service; (13) for the delivery of digital content that is not stored on a tangible medium if the fulfillment of the service started with the consumer's express consent before the deadline to withdraw from the contract and after being informed by the Seller about the loss of the right to withdraw from the contract.

9. PROVISIONS CONCERNING ENTREPRENEURS

- 9.1. This section of the Regulations and the provisions contained herein apply only to Customers and Service Recipients who are not consumers.
- 9.2. The Seller has the right to withdraw from the Sales Contract concluded with the Customer who is not a consumer within 14 calendar days from the date of its conclusion. The withdrawal from the Sales Contract in this case may occur without giving a reason and does not give rise to any claims on the part of the Customer who is not a consumer in relation to the Seller.
- 9.3. In the case of Customers who are not Consumers, the Seller has the right to limit the available payment methods, including the requirement to make the prepayment in whole or in part, regardless of the payment method chosen by the Customer and the fact of concluding the Sales Contract.
- 9.4. Upon the release of the Product by the Seller to the carrier all the benefits and burdens associated with the Product and the risk of accidental loss or damage to the Product shall pass on to the Customer who is not a consumer. In such a case the Seller shall not be liable for any loss, shortage or damage to the Product arising from its acceptance for transport until it is delivered to the Customer and for delay in the transport of parcel.
- 9.5. In the event of sending the Product to the Customer via a carrier, the Customer who is not a consumer is obliged to inspect the parcel in time and in the manner accepted for such shipments. If they determine that during the transport there was a loss or damage to the Product, they are obliged to perform all actions necessary to determine the liability of the carrier.
- 9.6. According to art. 558 § 1 of the Civil Code, the Seller's liability under the warranty for the Product towards the Customer who is not a consumer is excluded.
- 9.7. In the case of the Service Recipients who are not consumers, the Service Provider may terminate the contract for the provision of Electronic Services with immediate effect and without indicating the reasons by sending the Service Recipient an appropriate statement.
- 9.8. The liability of the Service Provider/the Seller in relation to the Service Recipient/the Customer who is not a consumer, regardless of its legal basis, is limited - both as part of a single claim, as well as for all claims in total - up to the price paid and delivery costs under the Sales Contract, but not more than up to the amount of one thousand zlotys. The Service Provider/the Seller is liable towards the Service Recipient/the Customer who is not a consumer only for typical damage predictable at the time the contract is concluded and is not liable for lost profits in relation to the Service Recipient/the Customer who is not a consumer.
- 9.9. Any disputes arising between the Seller/the Service Provider and the Customer/the Service Recipient who is not a consumer shall be subject to the court having jurisdiction over the registered office of the Seller/the Service Provider.

10. FINAL PROVISIONS

- 10.1. The contracts concluded via the Online Shop are concluded in English.
- 10.2. Change of Regulations:
 - 1.1.41. The Service Provider reserves the right to make changes to the Regulations for important reasons, this is: changes in the law; changes in payment and delivery methods - to the extent to which these changes affect the implementation of the provisions of these Regulations.
 - 1.1.42. In case of concluding on the basis of these Regulations continuous contracts (for example, providing Electronic Service - Account), the amended regulations bind the Customer if were met the requirements specified in art. 384 and 384 [1] of the Civil Code, that is, the Service Recipient was correctly informed about the changes and did not terminate the contract within 14 calendar days from the date of notification. In the event that the amendment to the Regulations would result in the introduction of any new fees or increase of existing ones the Service Recipient who is a consumer has the right to withdraw from the contract.
 - 1.1.43. In the case of concluding the contracts of a different nature from continuous contracts (for example, a Sales Contract), the amendments to the Regulations shall not in any way affect the acquired rights of the Service Recipients/ the Customers who are consumers before the effective date of amendments to the Regulations, in particular amendments to the Regulations will not have an impact on already placed or submitted Orders and concluded, executed or executed Sales Contracts.
- 10.3. In matters not covered by these Regulations, shall apply generally applicable provisions of Polish law, in particular: the Civil Code; the 18th of July 2002 Act on Rendering of Electronic Services (Journal of Laws of 2002 no. 144, pos. 1204 further amended); for Sales Contracts concluded before the 24th of December 2014 with consumer Customers – provisions of the 2nd of March 2000 Act on the Protection of Certain Consumer Rights and Hazardous Product Liability (Journal of Laws of 2000 no. 22, pos. 271 further amended), and the 27th of July 2002 Act on Specific Terms and Conditions of Consumer Sale and Amendments to the Civil Code (Journal of Laws of 2002 no. 141, pos. 1176 further amended); for Sales Contracts concluded after the 25th of December 2014 with consumer Customers – the provisions of the 30th of May 2014 Consumer Rights Act (Journal of Laws of 2014 pos. 827 further amended); as well as other corresponding provisions of commonly applicable law.
- 10.4. These Terms and Conditions shall not exclude the laws of the country of habitual residence of the consumer concluding the contract with the Seller/Service Provider, which cannot be excluded by agreement. Seller/Service Provider warrants in this case, the consumer protection afforded to him by provisions which cannot be excluded by agreement.

11. MODEL WITHDRAWAL FORM (ENCLOSURE NUMBER 2 TO THE ACT ON CONSUMER RIGHTS)

Model withdrawal form

(this form should be completed and sent back only if you wish to withdraw from the contract)

– Addressee:

FIRMA HANDLOWO USŁUGOWA „BOŻENA” - BOŻENA MISCHKE
os. Wybickiego 18/11, 83-300 Kartuzy
mischke.com.pl
fhu.bozena@gmail.com

– I / we (*) hereby inform about my / our withdrawal from the contract of sale of the following items (*) contract for the supply of the following things (*) contract for a work involving the following items (*) / for the provision of the following service (*)

– The date of conclusion of the contract (*)/ recipe (*)

– Name and surname of the consumer(s)

– Address of the consumer(s)

– Signature of consumer(s) (only if the form is sent in a paper version)

– Date

(*) Delete as applicable.