

## Terms and conditions of the La Pacchia woolart online store

### I. GENERAL INFORMATION

1. The entity running the online store operating at [www.lapacchiawoolart.com](http://www.lapacchiawoolart.com) is Patricia Wiesiollek - Tkocz, conducting business under the name TAG - SPEZIALTRANSPORTE & PROJEKTLOGISTIK PATRICIA WIESIOLLEKTKOCZ, address: 9A Zakładowa Street, 47-100 Strzelce Opolskie, NIP: 7561910631, REGON: 160113616.
2. Shop is an ICT platform that allows the conclusion of distance sales agreements, as well as the provision of services electronically.
3. These Regulations are available free of charge at the following address: [www.lapacchiawoolart.com](http://www.lapacchiawoolart.com) in a form that allows obtaining, recording, reproducing and printing by means of a teleinformatic system.
4. These Terms and Conditions should be read with the Portal Terms and Conditions available at: [www.lapacchiawoolart.com](http://www.lapacchiawoolart.com).
5. The Customer is entitled to use the Internet Shop and the services offered therein in a manner consistent with applicable law, rules of social coexistence and good practice. The user undertakes not to deliver the following content via the Internet Shop:
  - a) causing disruption or overload of the IT systems of the Internet Shop or other entities participating directly or indirectly in the provision of services electronically, including bypassing security or posting content in places not intended for this purpose, the use or installation of malicious software,
  - b) violating the interests of third parties, generally accepted social standards or inconsistent with generally applicable laws.

### II. DEFINITIONS

The terms and definitions used in the Statute will have the meanings set forth below:

<b>Order Form</b>	electronic service provided as part of the Internet Store Internet Shop, which enables placing an Order by filling in an electronic form with the Customer's personal data of the Customer
<b>Customer</b>	natural person, legal person and unit organizational without legal personality which is granted legal capacity by the Act, purchasing products through the Internet Shop
<b>Consumer</b>	a natural person purchasing products through Store for a purpose not directly related to its business or professional activity
<b>Account</b>	Customer's individual administration panel available after registration and logging in the Internet Shop with a login and password, used to conclude sales agreements
<b>Buyer</b>	Customer and Consumer together

<b>Product from Offer</b>	item sold through the Internet Shop from the current offer of the Internet Shop
<b>Individual Product</b>	a non-refabricated product that is manufactured especially for the Customer's order and sold through the Internet Store
<b>Products</b>	The Offer Product and the Individual Product together
<b>Regulations</b>	these Terms and Conditions of the Internet Shop
<b>Portal regulations</b>	regulations specifying the rules of using the Portal, available at: <a href="http://www.lapacchiawoolart.com">www.lapacchiawoolart.com</a>
<b>Portal</b>	a system of web pages made available on the Internet server at <a href="http://www.lapacchiawoolart.com">www.lapacchiawoolart.com</a> , constituting a set of static and dynamic documents, including graphic files, scripts, files and other elements of the set connected by mutual relationships, designed, inter alia, to communicate with Service Recipients and for selling Products at a distance
<b>Online Store</b>	online store available at <a href="http://www.lapacchiawoolart.com">www.lapacchiawoolart.com</a>
<b>Seller</b>	Patricia Wiesiołek - Tkocz, doing business under the name TAG – SPEZIALTRANSPORTE & PROJEKTLOGISTIK PATRICIA WIESIOLLEK-TKOCZ, address: 9A Zakładowa St., 47-100 Strzelce Opolskie, NIP: 7561910631, REGON: 160113616
<b>Party</b>	Party to the Contract is the Buyer or the Seller; when the term "Parties" is used, the Buyer and the Seller together
<b>Contract</b>	Product sales agreement concluded between Seller and the Buyer via the Internet Shop
<b>Recipient</b>	any entity using the Portal
<b>Order</b>	an offer to conclude a sales contract submitted by the Buyer via the Internet Shop offer to conclude a contract of sale with the use of an Order Form

### III. PRODUCTS

1. The Seller sells Products from the Offer, the list of which is available at website [www.lapacchiawoolart.com](http://www.lapacchiawoolart.com) as well as Individual Products, whose properties and detailed sales conditions are set individually with the Buyer, on the principles described in the Regulations
2. Products offered in the Online Store are handmade. Due to their uniqueness of individual copies of the Products may differ slightly from each other. All detailed information about the Products are included in their descriptions available in the Internet Shop.
3. Seller makes every effort to ensure that the photos and descriptions of Products presented in the Portal are consistent with their real characteristics.
4. All Products available in the Online Store are brand new and free from defects physical and legal defects.

5. The prices of all Products presented in the Online Store are gross prices, expressed in Polish zloty. Prices do not include delivery costs.
6. Quantity and type of Products offered at the Internet Shop are variable and subject to constantly updated. The Seller reserves the right to change prices of Products located available in the Internet Shop.
7. All Products offered in the Internet Shop are unique Products made on the basis of creative projects, to which copyrights belong exclusively to the Seller.
8. Any copying, duplication, reproduction or imitation of the offered. Products offered in the Online Store, including their designs and development may constitute infringement of author's economic rights of the Seller or third parties.
9. All materials published on the website of the Internet Shop, such as photographs, texts, graphic materials are the intellectual property of the Seller. Their use without the consent of the Seller is prohibited.

#### **IV. PLACING AN ORDER FOR PRODUCTS**

1. The Customer may place an Order using an Account, after logging in or placing Order without an Account.
2. In relation to the Customers who have an Account - the Order Form is filled in automatically with the personal data of the Customer, without the need for each time to provide data and acceptance indicated below.
3. In relation to Customers who do not have or do not use an Account in the process of placing an Order - the Customer shall each time be obliged to fill in the Order Form , i.e. to provide and register their data and confirm that they have read with the documents indicated in passage 10 below.
4. In order to create an Account, the Customer is obliged to register his/her data in the IT system of the Internet store and choose the name - login, under which he wants to appear in the Shop, as well as the password to access the system and his/her Account, in accordance with the Rules of the Portal.
5. Making Orders using an Account may entail additional benefits for the Customer, of which the Customer shall be notified each time before the Ordering process is completed.
6. In the process of placing the Order the Customer may agree to the processing of personal data for marketing purposes and to order the Newsletter - by ticking the appropriate checkbox.
7. In order to place an Order for Products from the Offer, the Customer is obliged to select a given product from the offer currently available in the Online Store and fill in the Order Form. Placing an Order for the Products from the Offer is equivalent to the obligation to pay the amount specified in the Order.
8. To place an Order for Individual Products, the Customer is obliged to select option "Individual Order" available in the Internet Shop and fill in Order Form with a detailed indication of the individual characteristics of the ordered product. After receiving confirmation from the Seller that the Order has been accepted for the Individual Product, the Customer is obliged to pay the amount agreed individually with the Seller.

9. When placing an Order, providing personal data specified in the Order Form is voluntary, but necessary for the effective conclusion of the sales contract agreement and execution of the Order.
10. Placing an Order in the Online Store is tantamount to accepting the Rules Store Regulations, Portal Regulations, Privacy Policy and Cookie Policy.

#### **V. ACCEPTANCE AND EXECUTION OF THE ORDER**

1. When placing an order, the Customer chooses the ordered Products, the method of delivery, delivery address and the address to be placed on the sales document, as well as method and form of payment for the Order.
2. The order will not be accepted for execution (which is equivalent to its cancellation) if the Order Form contains incomplete or defective data, of which the Customer will be immediately informed. In this case the Seller is obliged to immediately, not later than 14 working days after cancellation of the Order - to return the payment received from the Customer.
3. The Order shall be immediately transferred for execution provided that the Product from the Offer is available or the Seller confirms the possibility to produce the Individual Product in accordance with the specification presented by the Client.
4. In the moment when an Offer Product is not available - the Client receives immediately return information about the approximate date of availability of the Product from the Offering. In such a case, the Client has the right to resign from the Order, and the Seller is obliged to immediately, no later than 14 working days after resignation - return the payment received from the Client.
5. In the event when execution of an Order for Individual Products is not possible for any reason, the Seller shall immediately inform the Customer thereof prior to confirmation by the Seller acceptance of the Order and the Customer's obligation to pay for the Order.
6. For each Order placed at the Online Shop, a receipt is issued or at the request of the Customer expressed in the Order Form - a VAT invoice. By accepting Regulations, the Customer consents to the issuance of a VAT invoice without his signature. Sales document (receipt, VAT invoice, registered invoice) is sent to the Buyer in the form electronic. E-mail with a sales document (receipt, VAT invoice, registered invoice) is sent to the Buyer after shipment from the Online Store.
7. After sending the Order and paying the amount indicated on the Order - the Buyer receives in the form of an e-mail message - confirmation of conclusion of the contract of sale of the Products covered by the Order. Order and further e-mails confirming the status of the Order.
8. Changes in the Order may be made by the Buyer until its execution begins execution, i.e. until the moment of handing over the Products for shipment in case of an Order for Products from the Offer or until work on the Individual Product commences, of which The Buyer is informed by e-mail.
9. In order to make changes to the Order it is necessary to contact the store by email to: [shop@lapacchiawoolart.com](mailto:shop@lapacchiawoolart.com).

10. After the transfer of the Product from the Offer to dispatch or commencement of work on the Individual Product begins, it is not possible to make changes to the Order.

## VI. METHODS OF PAYMENT

Payment for the Order may be made by the Customer in one of the following ways:

- a) credit card payment;
- b) European transfer in EURO
- c) payment by bank transfer to the account of the Seller (the order will be executed after the funds are credited to the Seller's bank account). Transfer details:

Patricia Wiesiollek - Tkocz

ING Bank Śląski

Account: PL 98 1050 1504 1000 0090 8090 1532

SWIFT: INGBPLPW

Transfer title: order number

## VII. METHODS AND COSTS OF SHIPMENT OR COLLECTION OF THE PRODUCT

When making a purchase at the Online Store, the Customer has the possibility of choosing the form of delivery:

- 1) the Polish Post Office with the option of tracking your shipment;
- 2) DHL Deutschland with shipment tracking;

### International shipping costs:

Country PL	Country DE	Country ENG	Price
NIEMCY	DEUTSCHLAND	GERMANY	5,00 €
BELGIA	BELGIEN	BELGIUM	14,00 €
BUŁGARIA	BULGARIEN	BULGARIA	14,00 €
CHORWACJA	KROATIEN	CROATIA	14,00 €
CYPR	ZYPERN	CYPRUS	14,00 €
CZECHY	TSCHECHIEN	CZECH REPUBLIC	14,00 €
DANIA	DÄNEMARK	DENMARK	14,00 €
ESTONIA	ESTLAND	ESTONIA	14,00 €
FINLANDIA	FINNLAND	FINLAND	14,00 €
FRANCJA	FRANKREICH	FRANCE	14,00 €
GRECJA	GRIECHENLAND	GREECE	14,00 €
HISZPANIA	SPANIEN	SPAIN	14,00 €
HOLANDIA	NIEDERLANDE	NETHERLANDS	14,00 €
IRLANDIA	IRLAND	IRELAND	14,00 €
LITWA	LITAUEN	LITHUANIA	14,00 €
LUKSEMBURG	LUXEMBURG	LUXEMBURG	14,00 €
ŁOTWA	LETTLAND	LATVIA	14,00 €
MALTA	MALTA	MALTA	14,00 €

PORTUGALIA	PORTUGAL	PORTUGAL	14,00 €
RUMUNIA	RUMÄNIEN	ROMANIA	14,00 €
SŁOWACJA	SLOWAKEI	SLOVAKIA	14,00 €
SŁOWENIA	SLOWENIEN	SLOVENIA	14,00 €
SZWECJA	SCHWEDEN	SWEDEN	14,00 €
WĘGRY	UNGARN	HUNGARY	14,00 €
WŁOCHY	ITALIEN	ITALY	14,00 €
<b>SHIPPING OUTSIDE THE EU*:</b>			
WIELKA BRYTANIA	VEREINIGTES KÖNIGREICH	GREAT BRITAIN	14,00 €
ISLANDIA	ISLAND	ICELAND	14,00 €
NORWEGIA	NORWEGEN	NORWAY	14,00 €
SZWAJCARIA	SCHWEIZ	SWITZERLAND	14,00 €
MONAKO	MONACO	MONACO	14,00 €
UKRAINA	UKRAINE	UKRAINE	14,00 €
BOŚNIA I HERCEGOWINA	BOSNIEN UND HERZEGOWINA	BOSNIA AND HERZEGOVINA	14,00 €
TURCJA	TÜRKEI	TURKEY	14,00 €
MONTENEGRO	MONTENEGRO	MONTENEGRO	14,00 €
SERBIA	SERBIEN	SERBIA	14,00 €
ALBANIA	ALBANIEN	ALBANIA	14,00 €
ROSJA	RUSSLAND	RUSSIA	14,00 €
ANDORA	ANDORRA	ANDORA	14,00 €
BIAŁORUŚ	WEISSRUSSLAND	BELARUS	14,00 €
KAZACHSTAN	KASACHSTAN	KAZAKHSTAN	14,00 €
KOSOVO	KOSOVO	KOSOVO	14,00 €
SAN MARINO	SAN MARINO	SAN MARINO	14,00 €
WATYKAN	VATIKANSTADT	VATIKAN STADT	14,00 €

\*Shipments to non-EU countries will be packed in padded envelopes including shipping tracking.

## VIII. ORDER PROCESSING TIME

1. The order processing time is the time needed to prepare the Product for shipment.
2. The order processing time concerns only working days - from Monday to Friday.
3. The lead time for the Products in the Offer is from 5 to 7 working days.
4. The execution time for Orders for Products on Offer is determined individually with the Buyer before accepting and paying for the Order.
5. The time of delivery of the package with the Order is also dependent on the choice of the form of delivery Products:
  - a. Shipments sent by Polish Post - 5-7 days;
  - b. Shipments sent by DHL Deutschland - 5-7 working days.

6. The delivery time consists the time of processing the Order and time of delivery. Both the Order processing time and the delivery time are given only in working days. The Store is not responsible for non-delivery of the Product or delays caused by an incorrect or inaccurate address given when placing an Order by the Customer.

#### **IX. COMPLAINTS, WITHDRAWAL FROM THE CONTRACT AND PRODUCT RETURN**

1. The Seller shall be liable to the Buyer under the rules set forth in provisions of art. 556 - 576 of the Civil Code for physical and legal defects of the Products (warranty). The Buyer, under the terms of the above provisions, has the right to demand respectively: remove the defect, replace the item with a defect-free one, lower the price or may withdraw from the contract.
2. Unless otherwise specified in the Product description, the Products are not covered by the seller's warranty within the meaning of Article 577 of the Civil Code.
3. Complaints regarding the Products should be sent to the following e-mail address [shop@lapacchiawoolart.com](mailto:shop@lapacchiawoolart.com). Complaints will be processed within 14 days of their receipt, and if this is not possible, the Seller will inform the Buyer within this period of the planned time for processing the complaint.
4. If the complaint is considered legitimate, the Seller shall immediately, but taking into account the specificity of the request - remove the defect, replace the item with a defect-free item or return payments in whole or in part to the bank account indicated by the Buyer.
5. In the case of recognizing the complaint, the Buyer will also be reimbursed the reasonable costs of The Seller shall also reimburse reasonable costs of returning the goods in the amount not higher than the costs incurred by the Buyer. Seller shall also bear the costs of resending the goods to the Buyer.
6. In the case of rejection of a complaint, the Buyer may use the assistance of municipal or county consumer, district consumer ombudsman, provincial inspectorates of trade inspection or one of the social organizations, whose statutory tasks include consumer protectionne.g. Federation of Consumers. Detailed information about out-of-court ways. Detailed information about out-of-court ways of dealing with complaints and pursuing claims is available in the offices or on the websites of websites of consumer advocates, voivodship inspectorates of the Trade Inspection, appropriate social organizations and at the addresses available on the website of the Office of Competition and Consumer Protection, Competition and Consumer Protection Office's website: [www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php).
7. In the case of rejection of a complaint, the Buyer may use the out-of-court procedurę in order to settle the dispute. The entity competent to conduct such proceedings is the Voivodship Inspector of Trade Inspection in Warsaw, whose website is available at: <http://www.wiih.org.pl/>.
8. The Consumer has the right to withdraw from the sales contract of the Products from the Offer concluded with the use of the Shop's tools - within 14 days from receiving the Products from the Offer covered by the Order, without giving any reason.
9. The period to withdraw from the contract expires after 14 days from the day of taking over the Products the Offer, i.e. from the day on which the Consumer took possession of the Products

from the Offer or on which a third party other than the carrier and indicated by the Consumer has taken possession of the Offered Products the possession of the Offered Products.

10. To exercise the right of withdrawal, the Consumer must inform the Seller in writing of the withdrawal from the contract by submitting a statement of withdrawal and attaching written statement to the package containing the return of the Product from the Offer.
11. The consumer can use the model form available here [www.lapacchiawoolart.com/regulaminy](http://www.lapacchiawoolart.com/regulaminy), but it is not obligatory for such effectiveness of such withdrawal, provided that its content shall indicate the unconditional and unequivocal will of the Consumer to withdraw from the contract.
12. To meet the withdrawal deadline, it is sufficient for the consumer to send a statement of withdrawal before the expiry of the withdrawal period.
13. The buyer, in accordance with Article 38(3) of the Act of 30 May 2014 on consumer rights (Journal of Laws 2014, item 827), is not entitled to withdraw from the contract in which the subject of the service is a non-reproduced item, produced according to consumer specifications or serving to satisfy his individualized needs - thus, the Seller does not accept returns of Individual Products purchased in the Online Store.
14. In the case of withdrawal from a sales contract concluded at the Online Shop on the basis of paragraph 8 above - the Seller returns to the Consumer the amount corresponding to the gross price of Products from the Offer indicated in the statement of withdrawal. The Seller shall not return additional costs of delivery incurred by the Consumer, if the Consumer has chosen delivery method other than the cheapest ordinary delivery method offered by the Seller.
15. The submission of a notice of withdrawal without the return of the Product from the Offer subject to withdrawal - has no legal effect.
16. The products from the Offer should be sent back to the following address: La Pacchia woolart, ul. Zakładowa 9C, 47-100 Strzelce Opolskie.
17. Buyer shall bear the cost of returning or shipping the Products from the Offer.
18. Seller does not accept shipments sent COD.
19. Refund of the amount due following withdrawal from the Agreement shall be made within 14 days from the date of receipt by the Seller of the cancellation statement together with the Product from the Offer, by transfer to the bank account indicated by the Buyer on the cancellation form, and if no account number is indicated - to the account from which payment for the Product was made. payment for the Product. If it is not possible to determine the account for the return, the Store will contact the Buyer in order to determine the method of return.
20. If a Product from the Offer was purchased under a promotional program - the discounts granted discounts, if any, on other Products in connection with the purchase of the returned Product - will be deducted from the amount returned to the Buyer in accordance with section 19 above.

21. The Buyer is responsible only for the diminished value of the Offer Product resulting from the use of the Offer Product in a manner other than that necessary to ascertain the nature, characteristics and functioning of the item.

#### **X. PERSONAL DATA**

1. The administrator of the personal data of customers is Patricia Wiesiollek Tkocz.
2. Personal data of the Customers of the Internet Shop will be processed by the Administrator in order to and to the extent necessary to perform the provisions of these Regulations. Detailed information on data processing are specified in the Privacy Policy available The details concerning data processing are specified in the Privacy Policy available at: [www.lapacchiawoolart.com](http://www.lapacchiawoolart.com), which constitutes an integral part of the Rules and Regulations of the Store.
3. Before using the tools of the Internet Shop, the Customer is obliged to read with the above document.
4. By accepting these Terms and Conditions, the Client confirms that he or she has read and accepts the provisions of Portal Regulations and Privacy and Cookie Policy.

#### **XI. FINAL PROVISIONS**

1. The information about products placed on the website of the Online Store do not constitute an within the meaning of the Civil Code. The information presented is only invitation to start negotiations (in accordance with Article 71 of the Civil Code). Seller reserves the right not to fulfill orders for important reasons.
2. Placing an order in the Online Store implies the acceptance of the sales rules resulting from the above Rules by the Customer and obliges him to comply rules contained therein.
3. If any provision of these Terms and Conditions is held to be invalid or ineffective, the invalidity or ineffectiveness of such provision shall not affect the validity or effectiveness of the remaining provisions of the Terms of Use. The Service Provider shall make every effort, to replace the invalid or ineffective provision with a new, legally defective provision.
4. Seller reserves the right to make changes to the Terms and Conditions for important reasons, This includes in particular: changes in provisions of law, changes in methods of payment and delivery, changes the scope of fees or the form of provided Electronic Services - to the extent in which these changes affect the implementation of the provisions of the Regulations.
5. In matters not regulated herein, the provisions of universally applicable law, including in particular: Civil Code, Act on providing services by electronic means, the Act on consumer rights.
6. The court competent to hear disputes arising from the Agreement shall be the court with jurisdiction in accordance with the relevant provisions of the Code of Civil Procedure.
7. These regulations shall come into force on 27.05.2021.