

These Terms and Conditions of Sale have been adopted by the entity running the online shop, i.e. KP KATARZYNA MILCZARKIEWICZ with its registered office in Kobyłka, ul.Bohaterów Ossowa 8b, 05-230 KOBYŁKA, entered in the Register of Entrepreneurs CEiDG in Warsaw, with tax identification number NIP (VAT EU): 521-280-11-09 and REGON: 015668025, (hereinafter referred to as the "Seller").

1. GENERAL PROVISIONS

1.1 The following General Terms and Conditions (GTC) shall apply, in each case in the version current as of the date of placing an order, to all sales agreements concluded by the Seller with counterparties who are consumers within the meaning of Article 22(1) of the Civil Code of 23 April 1964 (Journal of Laws No. 16, Item 93 as amended), hereinafter referred to as the "Customer" or "Client", on the basis of the offers in the online shop operated by the Seller at www.polishgirl.pl and to their performance.

1.2 By placing an order, the Customer accepts the above-mentioned General Terms and Conditions.

1.3 The contact details of the Seller, also applicable to the return policy set out in paragraph 3 below, are as follows:
E-mail: kontakt@polishgirl.pl, Address: ul.Bohaterów Ossowa 8b, 05-230 Kobyłka

2 PLACING AN ORDER

2.1 The products presented and advertised on the website at polishgirl.pl are not subject to a binding offer from the Seller.

2.2 The contract between the Seller and the Customer is concluded at the moment of placing an order. Ownership of the goods passes to the Customer when the contract is concluded.

2.3 The invoice is delivered to the Customer electronically. The Customer has the right to request a paper invoice.

2.4 The Seller has the right to withdraw from the contract within 7 working days from the date of the order if:

a) the goods ordered by the Customer are not available. In this case, the withdrawal from the contract takes place only in relation to that part of the contract which concerns the unavailable goods;
b) the Customer is in default of payment for a previous order, delivered to him/her on the basis of a contract concluded between the Seller and that Customer. The right of withdrawal does not apply when the Customer has already paid for the ordered goods, provided that the goods are available.

2.5 By placing an order, the Customer declares that he/she is aware that the availability of the goods on the website at polishgirl.pl does not mean that the goods are actually available; the Seller has the right to withdraw from the contract in accordance with paragraph 2.4 a) of the Contract if the goods are not available.

2.6 The Seller, notwithstanding orders already confirmed, is not obliged to ensure the continuous availability of the online offer.

3. DELIVERY, RETURNS, COMPLAINTS AND SHIPPING COSTS

3.1 The ordered goods are delivered to postal addresses all over the world, with the proviso that the Seller, in justified cases, may refuse to carry out and dispatch the order if it would involve excessive difficulties (such as shipping to war zones, embargoed goods, etc.).

3.2 When placing an order, the Customer decides in what form the goods will be delivered. The Customer may, in particular, instruct the Seller to provide a delivery service. If the aforementioned shipping service has been chosen, the Seller on behalf of the Customer will commission the DPD courier company with its delivery.

3.3 If the delivery is not made within 2 weeks from the receipt of the order confirmation by the Seller, the Customer has the right to withdraw from the contract.

3.4. If the Seller is commissioned to deliver the goods, shipping costs are charged in the value of: DPD courier - PLN 18, InPost courier - PLN 18, Inpost parcel locker - PLN 16.

Right of withdrawal - instruction

3.5 You have the right to withdraw from the contract within fourteen days, without giving any reason.

3.6 The 14-day withdrawal period begins on the day on which you or a third party designated by you, other than the carrier, takes possession of the goods.

3.7 To exercise your right of withdrawal, you must inform the Seller of your decision to withdraw from the contract by an unequivocal statement (e.g. by sending a letter by regular post or by e-mail). You may use the model withdrawal form attached to these terms and conditions as Annex 1 below, but it is not obligatory.

3.8 In order to meet the withdrawal deadline, it is sufficient to send the statement of exercising the right of withdrawal before its expiry to the contact details indicated in point 1.3 of the Terms and Conditions (email or postal address).

3.9. You shall not have the right of withdrawal in respect of a contract in which the subject goods are supplied in sealed packaging which cannot be returned after opening for health or hygiene reasons if the packaging has been opened after delivery.

Effects of withdrawal

3.10. In the event of withdrawal from this contract, we shall reimburse the payments received from you immediately, and in any event not later than fourteen days from the day on which we receive your notice of withdrawal. We shall refund the payment using the same means of payment that you used for the original transaction, unless expressly agreed otherwise; in no case shall you be charged additional fees to the Seller for this refund. We may withhold reimbursement until we have received the goods or you have provided us with proof of their return, whichever event occurs first.

3.11. You are obliged to return the goods to our address (ul. Smulikowskiego 14/3, 00-389 Warszawa) immediately, but no later than within fourteen days of the day on which you informed us of your withdrawal from the contract. Sending back the goods before the fourteen-day period is sufficient to meet the fourteen-day period.

3.12. The cost of returning the goods is to be paid by the Customer. You shall only be liable for any diminished value of the goods only if this is due to your use of the goods in a manner beyond the way necessary to state their character, features and functioning.

3.13. Complaints resulting from the violation of the Customer's guaranteed legal rights or other rights under these Terms and Conditions should be addressed to kontakt@polishgirl.pl. The Seller undertakes to consider each complaint within 14 days, and if this is not possible, to inform the Customer within this period when the complaint will be considered.

3.14. If the complaint is considered in favour of the Customer - the Seller will fulfill the Customer's claim within 14 working days from the date of receipt of the Goods complained about.

For more information on the complaint process, please see the Complaints tab at the bottom of the page.

4. EXCLUSION OF THE RIGHT OF WITHDRAWAL

The right of withdrawal from a distance contract does not apply in the case of the dispatch of goods which have been made according to the customer's specifications or have been clearly customised

(e.g. individual printing, identification of the goods with the customer's name etc.).

5. PAYMENT OF THE PRICE

5.1 All prices are denominated in PLN and include statutory VAT and the packaging and shipping costs are stated each time on the website.

Payment of the purchase price and shipping costs can be made by means of: Przelewy 24 (online transfers, BLIK payments, card payments, apple pay, google pay) and PayPal.

6 WARRANTY

6.1 The Customer's warranty rights in the event of a defect in the purchased goods are governed by statutory provisions. The Seller shall be entitled to refuse to perform the type of warranty service chosen by the Customer if it entails excessive costs and it is possible to perform another type of service without detriment to the Customer.

6.2 The warranty period for the Customer is two years from the delivery of the goods.

6.3 The Customer should report his/her claims under the warranty, stating his/her name and address, the order number of the article and briefly - the grounds of his/her claim within the aforementioned period to the email address kontakt@polishgirl.pl, or at your option, by mail to the address: ul. Smulikowskiego 14/3, 00-389 Warszawa.

6.4 The Seller shall not be liable for defects in the delivered goods which have arisen due to improper use of the goods or their modification in a manner not approved by the Seller. The above shall also apply if the Customer does not follow the recommendations concerning the handling and maintenance of the goods (e.g. washing, drying instructions etc.).

7. PERSONAL DATA PROTECTION

Details on the protection of personal data by the Seller are contained in the Seller's Privacy Policy, available at www.polishgirl.pl.

8. FINAL PROVISIONS

8.1 All legal actions between the Seller and the Customer shall be governed by the laws of the Republic of Poland.

8.2 In the event that individual provisions of these General Terms and Conditions of Sale are invalid in whole or in part, the remaining provisions shall remain in force.

Date of adoption of the Terms and Conditions of Sale: February 1st, 2020.

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