

**TERMS AND CONDITIONS FOR THE
WWW.KUFADESIGN.COM ONLINE SHOP**

§ 1

GENERAL PROVISIONS

1. These Terms and Conditions shall govern all use of the www.kufadesign.com online Shop by all Users.
2. The Terms and Conditions stated herein set forth: the conditions of concluding and terminating Product Sales Agreements, the course of the complaints procedure as well as the type and scope of electronic services rendered through the www.kufadesign.com online Shop, the conditions of rendering the electronic services and the conditions for concluding and terminating electronic services agreements.
3. By using the Electronic Services available through the Shop, the User agrees to be legally bound and to abide by these Terms and Conditions.
4. To all matters not settled herein the following provisions of Polish law shall apply:
 - 4.1. Act on Rendering Electronic Services of 18 July, 2002 (Dz. U. [Journal of Laws] No. 144, item 1204, as amended),
 - 4.2. Consumer Rights Act of 30 May 2014 (Dz. U. 2014, item 827),
 - 4.3. Act on Out-of-court Settlement of Consumer Disputes of 23 September 2016 (Dz. U. 2016, item 1823),
 - 4.4. Provisions of the Civil Code Act of 23 April, 1964 (Dz. U. No. 16, item 93, as amended) and all other applicable provisions of Polish law.

§ 2

DEFINITIONS FOR THESE TERMS AND CONDITIONS

1. **ORDER FORM** – shall refer to the electronic form available at www.kufadesign.com, required for Order placement.
2. **CUSTOMER** – shall refer to a User concluding a Sales Agreement with the Seller.
3. **CONSUMER** – shall refer to any natural person entering into a transaction with the Seller for purposes that are outside their business, trade or profession.
4. **NEWSLETTER** - shall refer to the free subscription e-mail information service allowing Users to receive updates on the Products available via the Shop.
5. **PRODUCT** – shall refer to any movables or services available at www.kufadesign.com and covered by a Sales Agreement concluded between the Customer and the Seller via the online Shop.
6. **TERMS AND CONDITIONS** – shall refer to the Terms and Conditions contained herein.
7. **SHOP** – shall mean the Service Provider's online Shop located at www.kufadesign.com.
8. **SELLER, SERVICE PROVIDER** – Bartłomiej Polak trading as **KUFA.DESIGN – Bartłomiej Polak** entered into the Central Registration and Information on Business (CEIDG) kept by the minister in charge of economy, HQ address: ul. Skrajna 19a/8, 43-400 Cieszyn, Poland, principal place of business: **ul. Sejmowa 2/6 43-400 Cieszyn, Poland, tax identification number NIP: 6262863633, statistical number REGON: 366806768**, email address: **kufadesign.info@gmail.com, hello@kufadesign.com**, telephone number: **+48 518 702 149**.
9. **SALES AGREEMENT** – shall refer to any Product Sales Agreement concluded between the Customer and the Seller through the Shop.
10. **ELECTRONIC SERVICES** - shall refer to the services provided electronically by the Service Provider via the Shop.

11. **USER** – shall refer to any natural person, a corporate or non-corporate entity granted full legal capacity under imperative provisions of law, using the Electronic Services.
12. **ORDER** – shall refer to the Customer’s declaration of intent to enter into a Product Sales Agreement with the Seller.

§ 3

PRODUCT AND ORDER INFORMATION

1. Wwww.kufadesign.com conducts wholesale and retail sales of Products via the Internet.
2. Products offered through the Shop are brand new, free from physical or legal defects and have been legally introduced onto the Polish market.
3. The information provided at www.kufadesign.com does not constitute an offer as defined by applicable law. By placing an Order, the Customer makes an offer to buy a selected Product under the terms set forth in the Product description.
4. The Product prices at www.kufadesign.com are given in Polish zloty (PLN), euro (EUR), American dollars (USD) and include all measurable costs, such as value added tax (VAT). **Orders shipped to countries outside the European Union may be subject to customs and additional taxes counted in accordance with the prevailing tax regulations of the country of destination. Further information can be acquired by contacting a competent customs or duty agency.** The prices do not include delivery fees.
5. The Product prices at www.kufadesign.com only become binding when the Customer has placed an Order. This price is unaffected by any price changes once the Order has been placed.
6. Orders can be placed through the website 24 hours a day, 365 days a year by completing an Order Form at www.kufadesign.com.
7. The Customer is not required to register an Account to place an Order.
8. Customers are required to read and accept these Terms and Conditions during Order placement.
9. Orders are processed between: 10:00 a.m. and 4:00 p.m., Tuesday to Friday on Working Days. Orders placed after 4:00 p.m. on Working Days as well as Orders placed on a Saturday, Sunday or a public holiday shall be processed the next Working Day.
10. Special priced Products (promoted as part of a sale) are only available in limited numbers. Orders for special priced Products will be processed in the order in which they are received, until the Products are sold out.

§ 4

CONCLUDING SALES AGREEMENTS

1. In order to conclude a Sales Agreement, the Customer must place an Order, in accordance with the rules set forth under § 3 points 6 and 8, by the method made available by the Seller.
2. After placing a purchase Order, the Customer immediately receives an Order confirmation from the Seller.
3. Receiving an Order confirmation from the Seller is the point at which the Order becomes binding on the Customer. The Order confirmation and acceptance is sent to the Customer via email.
4. The Order confirmation email shall include the following elements:
 - 4.1. confirmation of all relevant Order details,
 - 4.2. model statement of withdrawal from the agreement,
 - 4.3. these Terms and Conditions containing information on the right of withdrawal.

5. After receiving the confirmation email, as set forth under point 4, the Sales Agreement between the Customer and the Seller is finally concluded.
6. Each Sales Agreement shall be confirmed by a proof of purchase (an invoice) attached to the Product.

§ 5

METHODS OF PAYMENT

1. The following payment options are made available to the Customer:
 - 1.1. traditional bank transfer to the Seller's bank account,
 - 1.2. electronic payment via electronic payment systems (DotPay.pl, PayPal).
2. Traditional bank transfers in Polish zloty (PLN) should be made into the following bank account: 65 1140 2004 0000 3202 7675 6197 (mBank S.A. FORMERLY BRE BANK S.A.), KUFA.DESIGN – BARTŁOMIEJ POLAK, ul. Skrajna 19a/8, 43-400 Cieszyn, Poland, tax identification number NIP: 6262863633. The Customer should enter the following in the payment title: "Order no.".
3. Traditional bank transfers in euro (EUR) should be made into the following bank account: 13 1140 2004 0000 3312 0703 8203 (mBank S.A. FORMERLY BRE BANK S.A.), KUFA.DESIGN – BARTŁOMIEJ POLAK, ul. Skrajna 19a/8, 43-400 Cieszyn, Poland, tax identification number NIP: 6262863633. The Customer should enter the following in the payment title: "Order no.".
4. Traditional bank transfers in American dollars (USD) should be made into the following bank account: 37 1140 2004 0000 3112 0840 5666 (mBank S.A. FORMERLY BRE BANK S.A.), KUFA.DESIGN – BARTŁOMIEJ POLAK, ul. Skrajna 19a/8, 43-400 Cieszyn, Poland, tax identification number NIP: 6262863633. The Customer should enter the following in the payment title: "Order no.".
5. All electronic payments must be made before an Order can be processed. Available electronic payment systems include payments by credit card as well as instant bank transfers in selected Polish banks.
6. The Customer shall pay the amount equal to the purchase price specified in the Sales Agreement within 3 working days from the date of its conclusion unless indicated otherwise in the Sales Agreement.
7. Product shall be dispatched only after payment is received.

§ 6

DELIVERY COST, TIME AND METHOD

1. Delivery charges shall be stated at the time of ordering and are dependent upon the chosen payment and delivery method.
2. The delivery time depends on how long it takes the Seller to process an Order and how long it takes the carrier to deliver the Product to the Customer once it is dispatched.
 - 2.1. The order processing time takes 14 working day from the date of accepting the Order.
 - 2.2. Products are delivered from 1 up to 20 working days from the date of sending the parcel – i.e. the time declared by the carrier (deliveries are made on Working Days, excluding Saturday, Sunday and public holidays).
3. All Products are delivered:
 - 3.1. In Poland via a courier company and parcel lockers (InPost),
 - 3.2. In Germany via Poczta Polska (Polish Postal Service),

- 3.3. In other countries via a courier company (**TNT**).
4. The Product cannot be collected personally by Customers, including Customers from outside Poland.
 5. The Customer has the right to check the contents of the shipment in the presence of a carrier representative, in to verify that there was no damage to the Product during its delivery.
 6. In the event of damage to the parcel or the Product, the Customer (or a person receiving the parcel on his behalf) is requested for taking pictures of Product damages and making of the appropriate protocol with the courier in accordance with the relevant transport law and implementing regulations specific to the country in which the delivery took place, as the protocol allows to complain about services with the carrier.

§ 7

COMPLAINTS PROCEDURE

1. **Statutory warranty process.**
 - 1.1. The legal basis and the extent of the Seller's liability to the Consumer-Customer for physical or legal defects in Products are set forth under the Civil Code Act of 23 April, 1964 (Dz. U. No. 16, item 93, as amended).
 - 1.2. Notice of a Product defect and all demands should be submitted via email to the following address: kufadesign.info@gmail.com, hello@kufadesign.com or in writing to the following address: **KUFA.DESIGN – BARTŁOMIEJ POLAK, ul. Sejmowa 2/6 43-400 Cieszyn, Poland.**
 - 1.3. The notice, submitted electronically or on paper, should contain sufficient detail about the subject of the complaint and about the circumstances giving rise to the issue. Specifically, complaints should include information about the nature of the issue, the date when the issue first arose as well as the complainant's contact details. Providing all necessary data will speed up the complaint-handling process.
 - 1.4. Where inspection is deemed necessary to determine the scope of the defect, the defective Product shall be returned to the following address: **KUFA.DESIGN – BARTŁOMIEJ POLAK, ul. Sejmowa 2/6 43-400 Cieszyn, Poland.**

A response to the Customer's demand shall be sent promptly and, in any event, no later than within 14 days following the date of receipt.
 - 1.5. In the case of complaints submitted by consumer Customers - the Seller's failure to consider the Customer's complaint within 14 days of its receipt shall be construed as tantamount to a decision in the Customer's favour. If a complaint is decided in favour of the Consumer-Customer the Seller shall bear the costs and expenses incurred in connection with the pick-up, delivery and replacement of the defective Product with one free from defects.
 - 1.6. A response to the complaint is delivered to the Consumer on paper or another tangible medium.

§ 8

RIGHT TO WITHDRAW

1. With the stipulation of point 10 of this paragraph Consumer-Customers have the right to withdraw from a distance agreement within 14 days without giving any reason for the withdrawal. To exercise the right of withdrawal the consumer Customer must notify the

- Seller of his decision to withdraw from the agreement by an unequivocal written statement (e.g. by submitting the model withdrawal statement provided by the Seller).
2. In the case of withdrawal from a Sales Agreement, the agreement is considered null and void, the Consumer must return the Product to the Seller or any person authorised by the Seller to pick up the Product without delay and no later than within 14 days from the date of withdrawal from the Agreement, unless the Seller offered to pick up the Product from the Consumer. To comply with the time limit it is sufficient that the Product is dispatched on time.
 3. In case of withdrawal from a Sales Agreement the Product should be sent to the following address: **KUFA.DESIGN – BARTŁOMIEJ POLAK, ul. Sejmowa 2/6 43-400 Cieszyn, Poland.**
 4. The Consumer shall be held responsible for any diminished value of the Product resulting from the handling other than what is necessary to establish the nature, characteristics, and functioning of the Product.
 5. With the stipulation of points 6 and 8 of this paragraph, the Seller shall reimburse to the Consumer without delay the full amount paid, including the cost of delivery. The refund shall be made in the same method of payment that the Consumer used for the initial transaction, unless the Consumer has expressly agreed on a different refund method which does not incur any costs on the Consumer's part. With the stipulation of point 7 of this paragraph, the return will take place immediately, and no later than within 14 days of receipt of the statement of withdrawal from the Sales Agreement.
 6. The Shop shall not be required to reimburse the supplementary costs resulting from the Consumer's choice of a type of Product delivery other than the least expensive type of standard delivery offered by the Shop.
 7. If the Seller does not offer to pick up the return from the Customer himself, the Seller may withhold reimbursement until he has received the Product back or until the Consumer has supplied evidence of having sent back the Product, whichever occurs first.
 8. The Consumer who withdraws from a Sales Agreement under point 1 of this chapter, must only bear the direct cost of returning the Product to the Seller.
 9. The 14-day "cooling-off" period counts from the date of receiving the Product, or in the case of a service from the date of concluding an agreement.
 10. The right of withdrawal in any event does not apply to Sales Agreements for the supply of:
 - 10.1. products made to the Consumer's specification, i.e. non-prefabricated, personalized Products made on the basis of and individual choice of or decision by the Consumer.
 - 10.2. products delivered sealed, subsequently unsealed, which are not suitable for return for reasons of hygiene or health protection.
 - 10.3. goods which become mixed inseparably, according to their nature, with other items after delivery.
 - 10.4. a service, after the service has been fully performed, the performance of the service begun with the Consumer's prior express consent and with the acknowledgement that the Consumer would lose his right of withdrawal once the Agreement had been fully performed by the Seller.
 11. Both the Customer (Consumer) and the Seller have a legal right to cancel the Sales Agreement in the event that the opposite party fails to fulfil its obligations under the Agreement within the set deadline.

§ 9

TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS (B2B)

1. The provisions of this chapter apply only to non-consumer (business) Customers
2. The Seller reserves the right to cancel a non-consumer Sales Agreement within 14 working days of the date of the Agreement being concluded without giving any reason and without incurring any liability towards the business Customer.
3. The Seller may limit the scope of payment methods made available to the business Customer regardless of the payment method chosen by the business Customer and the fact that the Sales Agreement has been concluded. The Seller may demand full or partial payment in advance.
4. The risks and rewards of ownership including but not limited to the risk of loss of or damage to a Product shall pass to the business Customer when the Product is picked up from the Seller by the carrier. The Seller shall not be held liable for any damage, shortage or loss to the contents of the shipment that occurs after the carrier picks up the Product or for any delay in delivery.
5. Business Customer is required to inspect his shipment for any loss, shortage or damage before accepting it from the carrier. If the business Customer believes any or part of the Product is missing, wrong or damaged he should take all measures necessary to establish the liability of the carrier.
6. The Service Provider may terminate the Electronic Services Agreement with immediate effect and without giving any reason by sending a notice of termination to the non-consumer User.

§ 10

TYPE AND SCOPE OF ELECTRONIC SERVICES

1. The Service Provider grants access to the following Electronic Services:
 - 1.1. concluding Product Sales Agreements,
 - 1.2. Newsletter.
2. These Terms and Conditions shall apply to all Electronic Services provided through www.kufadesign.com.
3. The Service Provider reserves the right to display advertising content at www.kufadesign.com Advertisements are an integral part of the online Shop front and the materials presented therein.

§ 11

CONDITIONS OF PROVIDING SERVICES AND CONCLUDING ELECTRONIC SERVICES AGREEMENTS

1. The Electronic Services set forth under § 10 point 1 of these Terms and Conditions are free of charge.
2. Term of the agreement:
 - 2.1. Electronic Services Agreements enabling the User to place an Order are concluded for a definite period of time and terminate upon placement or withdrawal of the Order.
 - 2.2. Electronic Services Agreements for the provision of Newsletter is concluded for an indefinite period of time.
3. End-user hardware, network and software requirements for the ICT system used by the Service Provider:
 - 3.1. a computer (or a mobile device) with an active Internet connection,
 - 3.2. access to email account,
 - 3.3. Internet browser,

- 3.4. enabling cookies and Javascript in the Internet browser.
4. The User agrees to use the Shop in accordance with the principles of good practice, only for lawful purposes and in a manner, which does not infringe the personal rights and intellectual property rights of any third party.
5. The User is obliged to provide accurate and complete information to the Service Provider.
6. The User is prohibited from providing any unlawful or illegal content.

§ 12

COMPLAINTS PROCEDURE FOR ELECTRONIC SERVICES

1. Complaints about Electronic Services provided via www.kufadesign.com should be submitted via email to **kufadesign.info@gmail.com, hello@kufadesign.com**.
2. All complaints should contain sufficient detail about the subject of the complaint and about the circumstances giving rise to the issue. Specifically, complaints should include information about the nature of the issue, the date when the issue first arose as well as the complainant's contact details. Providing all necessary data will speed up the complaint-handling process.
3. All complaints shall be resolved promptly and, in any event, no later than within 14 days following the date of receipt.
4. A response to the complaint shall be sent by email or other preferred method of contact indicated by the complainant.

§ 13

CONDITIONS OF TERMINATING ELECTRONIC SERVICES AGREEMENTS

1. Terminating an Electronic Services Agreement:
 - 1.1. Continuing and indefinite-term Electronic Services Agreements (Newsletter) may be terminated.
 - 1.2. The User may terminate the agreement for convenience and with immediate effect by sending an appropriate statement to the following e-mail address: **kufadesign.info@gmail.com, hello@kufadesign.com**.
 - 1.3. The Service Provider reserves the right to terminate continuing and indefinite-term Electronic Services agreements in the event that the User violates any obligation deriving from these Terms and Conditions. This applies particularly to Users who provide illegal content and continue to do so despite receiving a cease and desist letter from the Service Provider with a reasonable deadline for compliance. The termination shall be effected within 7 days of serving an advance notice in writing (agreement termination period).
 - 1.4. The notice of termination leads to a cessation of legal relations with the effect for the future.
2. Both the Service Provider and the User may terminate an Electronic Services agreement at any time by mutual agreement of the parties.

§ 14

INTELLECTUAL PROPERTY

1. The compilation of all content at www.kufadesign.com (with the stipulation of § 14 point 3 as well as materials used under a license, assignment of copyrights or fair use) is protected by copyright law and is the exclusive property of Bartłomiej Polak trading as **KUFA.DESIGN – BARTŁOMIEJ POLAK, ul. Sejmowa 2/6 43-400 Cieszyn, Poland, NIP: 6262863633, REGON: 366806768**. The User shall bear all liability for damages caused to

the Service Provider caused by any use of the content of the website located at **www.kufadesign.com** without the consent of the Service Provider.

2. Any use or reproduction of the content of the website located at www.kufadesign.com or any portion thereof without the express written consent of the Service Provider constitutes a copyright infringement and is punishable under civil and criminal law.

§ 15

FINAL PROVISIONS

1. Agreements concluded through the Shop are construed in accordance with the laws of Poland.
2. Should any provision of these Terms and Conditions be prohibited by applicable law, the provisions of Polish law shall apply in lieu of the unenforceable provision.
3. Any disputes between the Shop and Consumers arising out of or in connection with a Sales Agreement shall be resolved in the first instance through amicable negotiation between the parties with the intention of amicable settlement of the dispute in accordance with the Act on out-of-court consumer dispute resolution. Should such resort prove of no avail or unsatisfactory to any of the parties, disputes shall be resolved in a court of competent jurisdiction under point 4 of this section.
4. Judicial dispute settlement procedures:
 - 4.1. Any disputes arising between the Service Provider and the consumer User (Customer) shall be resolved by a court of competent jurisdiction, in accordance with the provisions of the Code of Civil Procedure of 17 November 1964 (Dz. U. No. 43, item 296, as amended).
 - 4.2. Any disputes arising between the Service Provider and the non-consumer User (Customer) shall be settled by the court having jurisdiction over the Service Provider's registered office.
5. Consumer Customers may use Alternative Dispute Resolution schemes after the internal complaints procedure is finalised, such as submitting a request for mediation or a request for arbitration to a competent state organ (model request forms are available at: <http://www.uokik.gov.pl/download.php?plik=6223>). The list of Permanent Consumer Arbitration Courts attached to the Voivodeship Inspectorates of Trade Inspection may be found at: http://www.uokik.gov.pl/wazne_adresy.php#faq596. The Customer may also obtain free legal aid provided by the Regional (Municipal) Consumer Ombudsman or a community-based organisation for consumer protection. Alternative Dispute Resolution procedures are free of charge.
6. Consumers may submit complaints through the Online Dispute Resolution (ODR) online platform available at: <http://ec.europa.eu/consumers/odr/>