

## **ONLINE SHOP REGULATIONS (version changed on 12.05.2021, valid from 20.05.2021)**

These regulations, drawn up on the basis of Art. 8 of the Act of 18 July 2002 on Electronic Services (Journal of Laws 2002, No. 144, Item 1204, as amended), define the terms and conditions of entering into sales contracts via the online shop [www.bwa.wroc.pl/shop](http://www.bwa.wroc.pl/shop) (hereinafter referred to as the Shop) by BWA Wrocław Galleries of Contemporary Art based in Wrocław, Poland, at Ruska 46a/103 St., 50-079 Wrocław, Poland, entered in the Register of Cultural Institutions kept by the Self-Government of the Municipal Commune of Wrocław as RIK 20/94, NIP: 896-000-58-45, REGON 000278391, tel. +48 539 218 444, email address: [sekretariat@bwa.wroc.pl](mailto:sekretariat@bwa.wroc.pl)

### **§1 Definitions**

**Customer** – a natural person with full legal capacity, a legal person or organizational entity without a legal status who uses the Shop and purchases the Goods

**Regulations** – these Online Shop Regulations

**Seller** – BWA Wrocław Galleries of Contemporary Art, Ruska 46a/103 St., 50-079 Wrocław, Poland

**Goods** – products offered for sale via the Shop which may be the subject matter of a sales contract

**Order** – all the Goods placed by the Customer in the shopping basket

### **§2 General provisions**

1. The Shop carries out retail sales via the Internet on the conditions set out in these Regulations.
2. The Regulations are an integral part of the sales contract concluded with the Customer.
3. The Regulations are made available to the Customer free of charge via the website in a form allowing their downloading, recording and printing.
4. The conclusion of a sales contract is conditional on the Customer's acceptance of the Regulations and consent to the processing of personal data.
5. The Shop sells Goods which are new and free from physical and legal defects.
6. The prices in the shop are given in the Polish Zloty (PLN), are gross prices (VAT included) and do not include information about delivery costs or possible customs duties.
7. Information about the overall value of the order including delivery costs is presented in the summary of the order after the Customer's prior selection of the method of delivery and payment.
8. The Shop delivers goods outside Poland. In such cases the cost of delivery is calculated according to the Shop's price list of foreign deliveries (see Appendix 1).
9. In the case of orders placed as part of promotional offers, they are carried out taking into account the discounts resulting from particular promotional offers.

### **§3 Orders**

1. Browsing the Shop offer and placing an Order do not require setting up an account. However, the Customer may create an individual account in the Shop. Setting up an account requires entering the website <https://bwa.wroc.pl/sklep/logowanie> and filling in the form found there, giving an active email address. The account may also be set up on placing the order.
2. In order to place an order in the Shop, it is necessary to:
  - a) select the ordered goods by clicking the icon "Add to basket"
  - b) select the method of delivery from among those available in the Shop
  - c) proceed to the checkout process by clicking "Checkout"
  - d) select the purchase method: as a guest or by logging into your account
  - e) select the payment method from among those available in the Shop
  - f) proceed to payment by clicking the icon "Buy and pay"

3. For the purchase to be completed, it is necessary for the Customer to give all the required personal and address data allowing the order to be placed. The Shop confirms the receipt of the order by sending the Order Confirmation to the email address given in the order form.
4. For the Parties, the information given next to the purchased goods on the Shop's website is binding when the order is placed, especially: the price, the description of the product, its features, elements included in the set, deadline and method of delivery.
5. Information on the Shop website does not constitute an offer in the meaning of the Polish Civil Code. Placing an order, a Customer makes an offer to buy a particular Good. The sales contract is concluded upon the Customer's clicking of the icon "Buy and pay".

#### **§4 Payments**

1. The Customer may select from among the following methods of payment:
  - a) cash – when collected personally at the Seller's premises (Ruska 46a/103 St. 50-079 Wrocław, Poland, Monday to Friday, excluding public holidays, between 9:00 am and 3:00 pm)
  - b) by bank transfer to the Seller's account number indicated in the process of contract performance (transfer data are given in the Order Confirmation, quote the order number in the Transfer Title box to avoid delay in the execution of the order). When selecting this method of payment, the transfer of funds to the Seller's account should be completed within 5 working days following the placement of the order. After that period the order will be automatically cancelled.
  - c) by immediate online transfer serviced by Przelewy24; for service regulations see: <https://www.przelewy24.pl/regulamin>
  - d) by payment card – transactions processed by Przelewy24; for service regulations see: <https://www.przelewy24.pl/regulamin>. If a refund of transaction costs paid by the Customer by card is necessary, the Shop will transfer them back to the Customer's card bank account.

#### **§5 Delivery of Goods / personal collection**

1. Orders are delivered in the sequence in which they are received until existing stocks are exhausted.
2. Payment for the Goods and delivery is the condition of their issue/dispatch.
3. The ordered Goods are sent by the Shop via Poczta Polska (Polish Post) or Pocztex.
4. Delivery prices depend on the overall weight of the Goods and the selected method of delivery.
5. Orders are delivered within 3 working days following the date of crediting due payments on the Seller's bank account.
6. Goods receipt time is order completion time plus delivery time. The delivery time may be delayed for reasons beyond the Seller's control.
7. Personal collection of ordered Goods is possible on the condition of a prior receipt of an email confirming the completion of the order.
8. Personal collection is possible from the Seller's premises: Ruska 46a/103 St. 50-079 Wrocław, Poland, Monday to Friday, excluding public holidays, between 9:00 am and 3:00 pm.

#### **§6 Proof of purchase**

1. The buyer gets a receipt from the Seller as proof of purchase. At the Customer's request made on placing the order, the Seller will issue a VAT invoice. The invoice will be issued according to the Customer's data given on placing the order.

2. The receipt/VAT invoice for the purchased Goods will be enclosed/sent together with the ordered Goods.

### **§7 Complaints**

1. If the Goods sold in the Shop have physical or legal defects within the meaning of the Civil Code, the Customer has the right to lodge a complaint.
2. Individual settings of the Customer's computer and monitor resulting in faulty or distorted display of information about the goods (e.g. their colour) cannot constitute grounds for complaints.
3. The Goods claimed as defective, together with the description of the defect and expectations concerning the complaint process (according to the form in Appendix 2 of these Regulations) as well as proof of purchase of the Goods (receipt/VAT invoice) should be delivered to the Seller's address (Ruska 46a/103 St. 50-079 Wrocław, Poland, with a note "Sklep – REKLAMACJA").
4. The Seller will answer to the Customer's complaint within 14 working days following the receipt of the complete delivery (as defined in point 3 of this paragraph). The reply to the complaint will be provided in writing (by letter or email). If the Seller fails to provide a reply to the complaint within 14 working days following the date of its receipt, the complaint is considered justified.
5. If the processing of a justified complaint involves sending new Goods to the Customer, the costs of delivery are incurred by the Seller.
6. If the complaint is rejected, the Goods will be returned to the Customer together with reasons for its refusal.

### **§ 8 Out-of-court complaint and redress procedures**

1. Detailed information concerning ways of using by the Customer out-of-court complaint and redress procedures, as well as principles of access to such procedures, are available at the offices and on websites of district (municipal) consumer ombudsmen and social organizations responsible for consumer protection, Voivodship Inspectorate of Trade Inspection and 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/spory_konsumenckie.php);  
[http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php);  
[http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php).
2. The Customer is eligible for the following selected ways of using out-of-court complaint and redress procedures:
  - a) The Customer is entitled to apply to the permanent consumer arbitration court, referred to in Art. 37 of the 15 December 2000 Act on Trade Inspection (Journal of Laws 2014, No. 148, as amended) with a request for arbitration resulting from a contract with the Seller
  - b) The Customer is entitled to apply to the Voivodship Inspector of Trade Inspection, in accordance with Art. 36 of the 15 December 2000 Act on Trade Inspection (Journal of Laws 2014, No. 148, as amended) with a request for mediation proceedings leading to an amicable settlement of the dispute between the Customer and the Seller
  - c) The Customer is entitled to receive free assistance in the matter of a settlement of the dispute with the Seller by applying to district (municipal) consumer ombudsmen or social organizations responsible for consumer protection (e.g. Consumer Federation, Association of Polish Consumers).

### **§ 9 Right of withdrawal from the contract**

1. In accordance with the Act of 30 May 2014 on consumer rights (Journal of Laws 2014, No.

- 827), the Customer who is a Consumer is entitled to withdraw from the contract without stating the reasons within 14 days following the receipt of the delivery, submitting a statement of withdrawal from the contract according to the form in Appendix 3 of these Regulations.
2. The buyer may submit the statement of withdrawal from the contract by email, using the form referred to in point 1 of this paragraph, or send the printed form by post.
  3. The Customer is obliged to return the Goods to the Seller immediately, not later than within 14 days following the date of the submission of the statement of withdrawal from the contract, to the following address: BWA Wrocław Galerie Sztuki Współczesnej, Ruska 46a/103 St. 50-079 Wrocław, Poland, with a note "Sklep – ZWROT". The period of withdrawal is deemed to be observed if the Goods are sent back within that time.
  4. The returned Goods should be intact and complete, without any signs of use.
  5. The Seller does not collect returned Goods from the Customer. The costs of sending back the returned Goods are incurred by the Customer.
  6. Within 14 days following the receipt of the Customer's statement of withdrawal from the contract, the Seller will return payments made by the Customer using the same method of payment as was used by the Customer, unless the Customer agrees to a different method. In accordance with principles specified by the consumer rights law, the Seller may withhold the reimbursement until receiving the Goods or obtaining from the Customer proof of their dispatch, whichever occurs earlier.

#### **§10 Personal data protection and Cookies Policy**

1. The Seller is the controller of personal data processed in connection with actions undertaken by the Customer aiming at the conclusion of a sales Contract and its performance.
2. Detailed information concerning the processing of personal data is included in the Privacy Policy, which is an integral part of these regulations.
3. The Cookies Policy is also an integral part of these Regulations.

#### **§11 Intellectual property**

1. All texts and photographs of the Goods are protected by copyrights. The Customer is obliged to respect the provisions of intellectual property rights. It is especially forbidden without written permission of the Seller to copy, introduce changes or publicly disseminate the provided content, unless stated otherwise in separate contracts or absolutely applicable laws.

#### **§12 Final provisions**

1. These Regulations are effective from the date of their publication on the website [www.bwa.wroc.pl/sklep](http://www.bwa.wroc.pl/sklep)
2. The Seller reserves the right to make changes to these Regulations due to important reasons, i.e. changes of laws, changes of address data, name or legal form of the Seller, changes of payment or delivery methods, other technical changes influencing the functioning of the Shop – within the scope in which such changes may have an impact on the performance of provisions of these Regulations. All changes of the Regulations are effective when indicated by the Seller, within 7 days following their publication on the website [www.bwa.wroc.pl/sklep](http://www.bwa.wroc.pl/sklep). Every Customer will be informed about the content of the changes of the Regulations by publishing the information on the Shop's website [www.bwa.wroc.pl/sklep/zmiana Regulaminu](http://www.bwa.wroc.pl/sklep/zmiana_Regulaminu). Customers with individual accounts will be informed about changes of the Regulations by email containing information about the changes. Orders placed before the date of entry into force of the changes are carried out on

the basis of regulations valid on the day of placing the order.

3. Matters not covered by these Regulations are subject to the universally applicable Polish laws, in particular the Civil Code, Electronic Services Act, Consumer Rights Act, Personal Data Protection Act.