

SHOP RULES

1. INITIAL PROVISIONS

1. This document sets out the terms of sales and services provided as part of the online store at <https://www.rolety.zalmal.com.pl/> by Andrzej Czechowski, who runs a business under the name ŻALMAL Andrzej Czechowski, based in Warsaw.
2. The Regulations are continuously available on the Store's website in a way that allows its acquisition, reproduction and recording of its content by printing or saving on a carrier at any time, and is made available to the Customer after the conclusion of the contract in a way that allows access to it in the future.
3. Services and sales as part of the Online Store are addressed to consumers and entrepreneurs.
4. For the purposes of interpreting the Regulations, the following provisions mean:
 1. Business day - every day of the week from Monday to Friday, excluding public holidays;
 2. Order form - an interactive form available in the Online Store enabling the Customer to place an Order;
 3. Customer - a natural person who has full legal capacity, a natural person conducting business activity, a legal person or an organizational unit which is not a legal person, the special provisions of which grant legal capacity, concluding a Sales Agreement;
 4. Civil Code - the Act of April 23, 1964 (Journal of Laws No. 16, item 93, as amended);
 5. Account - a separate part of the Online Store, allocated individually to the Customer;
 6. Consumer - a customer who is a consumer within the meaning of art. 22 [1] of the Civil Code;
 7. Product - goods presented in the Online Store, being movable, intended for sale;
 8. Entrepreneur - a Customer who is an entrepreneur within the meaning of art. 43 [1] of the Civil Code;
 9. Personal pickup point - a place chosen by the Customer - a stationary point at which the Order can be picked up, the current list of Personal pickup points is presented in the Online Store;
 10. Regulations - this document;
 11. Registration - a one-off activity involving the creation of an Account by the Customer, made using the registration form provided by the Seller on the Online Store website;
 12. GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC.
 13. Online store - an online store run by the Seller, available at <https://www.rolety.zalmal.com.pl/>;
 14. Seller - Andrzej Czechowski conducting business activity under the name ŻALMAL Andrzej Czechowski with its registered office in Warsaw at ul. Tucholska 31 lok. 1, 01-618 Warsaw NIP 1180066537, REGON 011092901;
 15. Sales contract - a sales contract concluded as a result of an Order between a Customer and a Seller, within the meaning of the Civil Code;
 16. Electronic services - services provided by the Seller by electronic means within the meaning of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204, as amended);
 17. Act on consumer rights - the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, No. 827);

18. Act on the provision of electronic services - the Act of 18 July 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204, as amended);

19. User - each individual Internet user using the Electronic Services provided in the Online Store;

20. Order - submitted via the electronic Order Form, the Customer's statement constituting an offer to conclude a Product Sales Agreement presented in the Online Store

5. The Seller has the right to organize occasional competitions and promotions, the terms and conditions of which will always be provided on the Store's website or specified in separate regulations.

6. Agreements concluded within the Store are in Polish or English.

2. RULES OF USING THE ONLINE STORE

1. In order to use the Online Store, it is necessary for the User's IT system to meet the following requirements:

1. access to the Internet,

2. Firefox for Desktop version 51 or newer, Firefox for Android version 51 or newer, Firefox for IOS version 5 or newer, Microsoft EDGE version 14 or newer, Chrome version 56 or newer, Opera version 43 or newer, Safari 10 or newer, IOS Safari 10.

3. enabling cookies and Javascript in the web browser,

4. program for reading and saving PDF files.

2. The use of Electronic Services may involve a threat on the part of every Internet user, consisting in the possibility of introducing malicious software into the User's IT system and obtaining and modifying his data by unauthorized persons. The User is advised to use appropriate technical measures that will minimize their occurrence.

3. The Seller informs that the Store uses cookie files mechanisms. The rules for their use are governed by the Cookie policy available on the Store's website.

4. All rights to the Online Store, including proprietary copyrights, intellectual property rights to its name, internet domain, website of the Online Store or the right to use them, as well as the rights to forms, logos belong to the Seller, and their use may take place only in a manner specified and in accordance with the Regulations, and in other cases with the consent of the Seller.

5. In order to use some Electronic Services or place an Order, you may need to have an active Account or an active e-mail account.

6. The User is obliged to use the Store in a manner consistent with the provisions of law, provisions of the Regulations and generally accepted principles on the Internet.

7. It is prohibited to provide and transfer content prohibited by law, including content promoting violence, defamatory or violating personal rights and other rights of third parties.

3. ELECTRONIC SERVICES

1. The Seller allows Users to use the following free Electronic Services: Account, Order Form, and contact form.

2. In order to start using the Account maintenance service, prior registration in the Online Store is required, which takes place by completing and sending the Seller a registration form available on the Store's websites.

3. The Account Agreement is concluded upon receipt by the User of the Registration confirmation for an indefinite period. The User may terminate the contract at any time by sending an appropriate statement to the Seller or by using the "delete Account" button.

4. The Seller provides the Order Form enabling the purchase of Products presented in the Store. The Service of providing the Order Form is provided for a fixed period of time and terminates when the Order Form is sent to the Seller.

5. The electronic contact form enables contact with the Seller. The contact form service is provided for a specified period of time and terminates when the form is sent to the Seller.

6. In the event of a breach of the provisions of these Regulations, the Seller, after prior unsuccessful call to stop the violations with an appropriate deadline, may terminate the contract for the provision of Electronic Services immediately.

4. SALE OF PRODUCTS

1. All Products available in the Online Store are brand new, free from physical and legal defects, and have been legally placed on the Polish market, unless the Seller has marked them as defective.

2. The prices of the Products presented in the Store are gross prices and contain all components including VAT. The price of the Product does not include delivery costs, unless explicitly stated in its description.

3. In the case of Products covered by the warranty, detailed information about its existence and its conditions, principles and entity granting it has been indicated on the Online Store's pages, including in the Product description.

4. Product information presented in the Online Store does not constitute an offer, and the invitation to conclude an Agreement, within the meaning of art. 71 of the Civil Code.

5. To place an Order, please complete the Order Form correctly.

6. Placing an Order is the offer of the Customer to conclude a sales contract for the Products selected by him. The customer automatically receives confirmation of receipt of the Order in the Seller's IT system.

7. The Seller sends to the Customer's e-mail address confirmation of acceptance of the Order, which constitutes a statement of acceptance of the Customer's offer and the contract of sale of Products is concluded.

8. After the conclusion of the Sales Agreement, the Seller sends the content of the sales contract to the e-mail address provided by the Customer.

5. PAYMENTS

1. Payment for the Product in the Online Store takes place:

1. If the type of delivery is selected by courier - according to the Customer's choice, by electronic payment using the payment handling system integrated with the Online Store or cash on delivery. In the case of the cash on delivery service, the Customer pays a 20% deposit, 80% when collecting the parcel. If you do not use the cash on delivery service, the prepayment is 100%.

2. If the type of delivery is selected in the form of collection in the store - 20% deposit when placing an order by electronic payment using the payment service system integrated with the Online Store, 80% for personal collection.

3. If the type of delivery is the purchase with the installation service, 20% of the deposit when placing the order by electronic payment using the payment service system integrated with the Online Store, 80% immediately after completing the installation.

4. In the case of institutional orders, the Seller provides for the possibility of withdrawing from collecting the deposit.

2. The Customer is each time informed by the Seller on the Store's websites about the date of payment for the Order. The Customer is obliged to pay for the Order within the time limit indicated in the Online Store. In the absence of payment by the Customer within the time limit referred to in the previous sentence, the Seller after a previous

unsuccessful request to make a payment together with an additional deadline may withdraw from the Sale Agreement pursuant to art. 491 of the Civil Code.

6. DELIVERY

1. Delivery of Products is limited to the territory of the Republic of Poland and European Union countries.
2. The Seller offers the following forms of delivery of Products:
 1. Delivery via courier to the address provided by the Customer when placing the Order,
 2. Personal pickup at the Seller's personal pickup point.
 3. Delivery via Inpost to the parcel locker indicated in the order process.
3. Product delivery costs and deadlines for completing the Order are each time indicated in the description of the Product in the Online Store.
4. The deadline for completing the Order is calculated in Business Days. The deadline for completing the Order begins on the day of receipt of payment, and if payment is to be made on delivery - on the day of conclusion of the Sales Agreement.
5. If different delivery periods are provided for the Products covered by the Order, the longest period among those provided applies to the entire Order.

7. ENTREPRENEURS

1. The provisions of this point apply only to Clients who are Entrepreneurs.
2. In relation to the contract of sale of Products concluded with the Entrepreneur, the Seller has the right to withdraw from the contract without giving a reason within 10 days of its conclusion. In this respect, the Entrepreneur shall not be entitled to any claims against the Seller.
3. Upon the release of the Products subject to the sales contract to the carrier, the Entrepreneur shall pass on the benefits and burdens associated with the Products and the risk of their accidental loss or damage.
4. The entrepreneur after receiving the Products is obliged to check their condition. In the event of damage or other reservations during receipt of the Products, a report of reservations should be made in the presence of the carrier, specifying precisely the quantity and type of Products and their damage in accordance with the procedure in force at the carrier.
5. The Seller is not responsible for the carrier's actions. The Seller shall not be liable for damages resulting from incorrect data provided by the Customer when placing the Order, caused by incorrect contact details or the collection address.
6. In relation to Entrepreneurs, liability under the warranty for defects referred to in art. 556 - 576 of the Civil Code is excluded.
7. Settlement of any disputes arising between the Seller and the Entrepreneur shall be subject to the court having jurisdiction over the registered office of the Seller.

8. COMPLAINTS OF PRODUCTS AND ELECTRONIC SERVICES PROVIDED BY THE SELLER

1. The Seller undertakes to provide Products without physical and legal defects, unless the Product description indicates that the Product is not of full value.
2. In the event of product defects, the Seller shall be liable to the Customer who is a Consumer under the warranty for defects under the rules set out in art. 556 - 576 of the Civil Code.

3. In order to consider the Product complaint, the Customer shall send the complained Product to the Seller, if possible with the proof of purchase attached to it. It is recommended to accurately describe the type of defect, the date of its occurrence, as well as the Customer's request in this respect.

4. The Customer may also submit a complaint to the Seller in connection with the functioning of the Store and the use of Electronic Services.

5. The Seller undertakes to consider any complaint regarding the Product within 14 days.

6. In the event of deficiencies in the complaint, the Seller shall call the Customer to complete it as necessary immediately, but not later than within 7 days from the date of receipt of the call by the Customer.

7. Complaints should be directed to the Seller:

1. by post, to the following address: ŻALMAL Andrzej Czechowski with its registered office in Warsaw at ul. Tucholska 31 lok. 1, 01-618 Warsaw

2. via email to the following address: xyz@xyz.pl,

3. using the contact form available in the Online Store.

9. CONSUMER WITHDRAWAL FROM THE CONTRACT

1. Pursuant to the Act on consumer rights, the Customer who is a Consumer may withdraw from the contract without giving a reason within 14 days by submitting a declaration of withdrawal to the Seller. The deadline to withdraw from the contract is counted from the day on which the Product was delivered or in the case of a contract for the provision of electronic services - from the date of the contract.

2. The Customer may formulate the statement himself or use the model statement on withdrawal from the Agreement, which is Annex 1 to the Regulations.

3. The right to withdraw from the Agreement by the Consumer is excluded in the case of:

1. the provision of services, if the Seller has performed the service in full with the express consent of the Consumer, who was informed before the commencement of the service that after the service has been fulfilled by the seller, he will lose the right to withdraw from the Agreement;

2. a contract in which the subject of the service is a non-prefabricated product, manufactured according to the Consumer's specifications or serving to satisfy his individual needs;

3. a contract in which the subject of the service is a Product delivered in a sealed package, which after opening the package cannot be returned due to health protection or hygiene reasons, if the packaging was opened after delivery.

4. In the event of withdrawal from a distance contract, the contract is considered null and void. What the parties have rendered shall be returned unchanged, unless a change was necessary to establish the nature, characteristics and functionality of the Product. The return should take place immediately, not later than within 14 days.

5. The Seller shall refund to the Customer the payments made by him immediately, but not later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the contract.

6. The Seller may withhold reimbursement to the Customer until the Product is returned or the Customer provides proof of sending it back, whichever occurs first, unless the Seller has offered to collect the Product from the Customer.

7. The Seller shall refund the payment using the same method of payment as used by the Consumer, unless the Consumer agrees to a different method of return, and this method will not be binding for the Consumer at any cost.

8. If the Consumer has chosen a method of delivery of the Product other than the cheapest usual delivery method offered in the Online Store, the Seller is not obliged to refund the additional costs incurred by the Consumer.

9. The Customer bears only the direct cost of returning the Product, unless the Seller has agreed to bear this cost.

10. PERSONAL DATA

1. The administrator of personal data (within the meaning of Article 4 point 7 of the GDPR) of Customers, including Users using the functionality of the Store, is the Seller, i.e. ŻALMAL Andrzej Czechowski with its registered office in Warsaw at ul. Tucholska 31 lok. 1, 01-618 Warsaw

2. The Seller has appointed a Data Protection Officer (DPO) who can be contacted in matters related to the protection of personal data and the exercise of rights related thereto. For this purpose, it is possible to contact by e-mail to the address xyz@xyz.pl, as well as by traditional mail to the address of the Seller with the note "ŻALMAL Data Protection Inspector".

3. Customers' personal data, including Users, may be processed for the following purposes and on the following legal grounds:

1. order acceptance and performance of the sales contract (legal basis for data processing: art.6 par.1 lit.b GDPR),

2. ongoing communication on matters related to orders placed, including confirmation and status information (legal basis for data processing: art.6 par.1 lit.b GDPR),

3. enable registration and operation of the Account set up as part of the Store (if the User sets up such an account) and provide other functionalities through the Store specified in Chapter 3 of the Regulations under the contract with the User for the provision of electronic services (legal basis for data processing: art. 6 para. 1 lit.b GDPR),

4. handling complaints related to concluded sales contracts (art.6 par.1 lit.b GDPR),

5. consideration of Users' complaints regarding services provided electronically (art.6 par.1 lit.b GDPR),

Accepting and handling other than complaints and matters related to implemented contracts, notifications and queries directed to the Seller (e.g. via contact details indicated on the Store's website), which is the legitimate interest of the Seller (legal basis for data processing: art. 6 paragraph 1 letter f of the GDPR,

7. accepting statements of withdrawal from concluded distance sales contracts, in accordance with the provisions of these Regulations and the provisions of Chapter 4 of the Act

on May 30, 2014 on consumer rights, which is the legitimate interest of the Seller (legal basis for data processing: art.6 par.1 lit.f GDPR),

8. considering and pursuing claims, defending against claims, as well as for the purposes of implementing out-of-court complaint consideration methods, which is the legitimate interest of the Seller (legal basis for data processing: art.6 par.1 lit.f GDPR),

9. enable the use of electronic payments, which is the legitimate interest of the Seller (legal basis for data processing: art.6 par.1 lit.f GDPR),

10.monitoring the way users use the Store's services in terms of compliance with the Regulations, as well as developing the Store's functionality, improving the performance of services rendered through it, which is the legitimate interest of the Seller (legal basis for data processing: Article 6 para. 1 letter f GDPR),

11.for direct marketing purposes, including profiling, by selecting and displaying available Store goods, taking into account the activity and preferences of specific Users, which is the legitimate interest of the Seller (legal basis for data processing: art.6 par.1 lit.f GDPR),

12. conducting statistical analyzes, which is the legitimate interest of the Seller (legal basis for data processing: art.6 par.1 lit.f GDPR),

13. the implementation of legal requirements in the field of tax and accounting regulations, in particular those specified in the provisions of the Act of 11 March 2004 on tax on goods and services (VAT), the Act of 15 February 1992 on corporate income tax and the Accounting Act of 29 September 1994 (legal basis for data processing: art.6 par.1 lit.c GDPR),

14. storing data for archiving purposes and for the purposes of demonstrating the compliance with legal obligations incumbent on the Seller, which is his legitimate interest (legal basis for data processing: art.6 par.1 lit.f GDPR),

15. save data in the form of cookies, collect data from the Store's website and the mobile version of the Store - if a specific person has given separate consent to it under the rules set out in the Cookie Policy on the Store's website.

4. Customers' personal data (including Users) may be disclosed to the following categories of recipients:

1. subcontractors providing technical support to the Seller in the operation and maintenance, as well as the development of the Store, such as: entities providing hosting services, suppliers of Store management software, entities providing technical support of the Store's software, suppliers providing software for sending commercial correspondence by electronic means, marketing agencies, suppliers of diagnostic tools (e.g. related to traffic on the Store's website) with which the Seller has entered into legally required contracts entrusting the processing of personal data;

2. entities supporting the implementation by the Seller of applicable law and the rights and obligations arising from these Regulations, in connection with the provision of services through the Store, such as law firms and entities providing advisory and accounting services with which the Seller has concluded legally required contracts for entrusting the processing of personal data ;

3. entities to which the provision of data is necessary to ensure the correct implementation of services through the Store, in accordance with the request of a specific Customer (including the User) - entities providing electronic payment services (in the case of choosing such payment option), entities providing delivery of goods to the indicated address (e.g. courier services) to which data is made available as separate administrators or with which the Seller has entered into legally required contracts for entrusting the processing of personal data (depending on the status of these entities to the personal data provided).

5. Customers' personal data, including Users, are processed in the European Economic Area (EEA). In justified cases (related to the need to ensure the functionality of the Store and manage its operation), the Seller may transfer personal data outside the EEA as part of using subcontractors' services (from the categories of recipients indicated in point 4 above). In this case, the Seller guarantees the legally required measures to protect personal data, which will be (depending on the case):

1. transfer of data to a subcontractor located in a third country in relation to which a decision was issued establishing an adequate level of protection, in accordance with the requirements of Art. 45 GDPR, ii) data transfer carried out on the basis of a data transfer agreement concluded with a subcontractor based on Standard Contractual Clauses adopted by decision of the European Commission, iii) data transfer carried out under the binding corporate rules used by the subcontractor, referred to in art. 47 GDPR, iiiii) data transfer to a subcontractor who participates in the Privacy Shield program. For more information on the security measures used by the Seller related to the transfer of data outside the EEA, please contact the Data Protection Officer appointed by the Seller.

6. The personal data obtained will be stored by the Seller for the duration of the concluded Contracts of Sale and until they are correctly settled, as well as for the period of providing Store services (Users) for the duration of contracts for the provision of electronic services, and in addition:

1. pending the limitation period for potential claims arising from the contracts listed above,

2. for the time necessary to pursue specific claims, or to resist the Seller (if the claims were made by the Customer, including the User) in connection with the contracts referred to above,

3. for the time of performing the obligations arising from legal provisions, in particular in the field of tax and accounting regulations, e.g. obligations related to the storage of documentation in accordance with the requirements of Art. 74 of the Accounting Act of September 29, 1994,

4. for the period necessary to be documented by the Seller before public administration bodies, including a supervisory authority in the field of personal data protection, the correctness of fulfilling legal obligations incumbent on it,

5. for archiving purposes, when it concerns the history of correspondence and the answers to submitted queries (not directly related to concluded contracts) - for a period not longer than 3 years,

6. for direct marketing purposes, including profiling - until an objection is made to the processing of data for this purpose,

7. until the consent for data processing is withdrawn or outdated (confirmed by the Seller) - if the data is processed with the consent given by a specific person.

7. The Seller provides each Customer, including the User, the right to exercise all their rights provided for in the GDPR, i.e. the right to request access to his personal data, the right to rectify it, delete or request processing restrictions, the right to transfer data, as well as the right to object to their processing, on the terms and in the cases provided for in the provisions of the GDPR.

8. In the event of processing personal data by the Seller for the purpose of pursuing legitimate interests (referred to above - art.6 par.1 lit.f GDPR), each Customer (including the User) has the right to object to the processing of data from reasons related to his particular situation.

9. Data processed for the purpose of pursuing a legitimate interest in conducting direct marketing of the Seller, including profiling, will be processed only until an objection to this type of processing is raised. The Customer (including the User) has the right to object to the processing of his personal data for the purposes of direct marketing, including through profiling, at any time.

10. If the Seller processes personal data with the consent expressed by the Customer (including the User), each person has the right to withdraw their consent to the processing of their data at any time without affecting the lawfulness of the processing of such data that took place before the consent was withdrawn.

11. Providing personal data in relation to:

1. Users who want to create an Account in the Store - in order to register and create an Account, it is necessary to provide data within the scope indicated in the registration form, i.e. name, surname, home address, e-mail address, telephone number. Failure to provide this data will prevent the creation of a User Account (and, consequently, the conclusion of a contract for the provision of electronic services), but the Customer will still be able to order goods via the Store in the option without registering the Account;

2. Customers who place orders through the Store - in order to place and enable the Seller to process the order (and thus the sales contract), it is necessary to provide data in the field of: name, surname, residence address (or other delivery address), e-mail address mail, phone number. Failure to provide this data will result in the inability to accept the order (and thus the conclusion of the sales contract),

3. Customers who submit a declaration of withdrawal from the sales contract - in order to make a declaration of will to withdraw from a distance sales contract, it is necessary to provide data in the field: name, surname, address, order number, bank account number. Failure to provide this information may prevent effective submission of a declaration of intent to withdraw from the sales contract, and failure to provide a bank account number may prevent the refund,

4. Customers who lodge complaints in connection with the concluded sales contract - in order to make a complaint and enable the Seller to consider it, it is necessary to provide data in the scope of: name, surname, address, telephone number, bank account number. Failure to provide this data will prevent the Seller from considering the complaint,

5. Users who lodge a complaint in connection with the agreement concluded with the Seller for the provision of electronic services on the principles set out in these Regulations - in order to make a complaint and enable it to be considered by the Seller, it is necessary to provide the email address that the User provided during registration Store Accounts. Failure to provide this data may prevent the Seller from considering the complaint,

6. other cases - it is voluntary.

12. The Seller will not conduct operations of processing customer data (including Users) in an automated manner, which at the same time will lead to making decisions with respect to them that cause legal effects or similarly significantly affect their situation. Possible processing of data in an automated manner, including by profiling, will only serve the analysis and forecasts of individual preferences of customers (including Users) using the Store.

13. Every person whose personal data is processed by the Seller has the right to lodge a complaint in connection with the processing of his personal data to the supervisory body, which is the President of the Office for Personal Data Protection, located at ul. Stawki 2, 00-193 Warsaw.

11. FINAL PROVISIONS

1. The Seller has the right to amend the Regulations for important reasons, in particular a change of law. Orders accepted for implementation before the entry into force of the amendments to the Regulations are implemented on the basis of the current rules.

2. The Seller is obliged to notify any changes to these Regulations:

1. all Users, through information on the Online Store main page and

2. Users who have an Account via e-mail to the address provided by them.

3. Notification referred to in item 2 will contain a list of changes and their validity, but this period will not be less than 14 days from the date of notification. In the event that the User having an Account does not agree to a change in the Regulations, he should notify the Seller of this fact within no more than 14 days of receiving the notification. Such notification is tantamount to termination of the contract keeping an Account in the Online Store.

4. In matters not covered, the provisions of applicable law shall apply, including the Civil Code and the Act on consumer rights.