

**TERMS AND CONDITIONS OF THE JOINERY WORKSHOP 'STOLARNIA ŁOBZÓW'  
RUN BY AN ENTREPRENEUR KRZYSZTOF CIEPAŁ  
OPERATING UNDER THE NAME OF THE COMPANY 'STOLARNIA ŁOBZÓW  
KRZYSZTOF CIEPAŁ'**

These terms and conditions define the rules for making purchases at the Seller's stationary shop located in Łobzów, Poland (Łobzów 22, 32-340 Wolbrom, Poland), in the online shop run by the Seller at [www.stolarnialobzow.pl](http://www.stolarnialobzow.pl) and at Internet auctions available at the Allegro.pl website. (user: Kris\_C-83).

The Seller is Krzysztof Ciepał, a sole proprietor pursuing a business activity under the trading name: STOLARNIA ŁOBZÓW Krzysztof Ciepał (address: Łobzów 22, 32-340 Wolbrom), registered in the Central Register and Information on Business Activity (NIP: 6371988351, Regon: 122212207), hereinafter referred to as "the Seller".

The Seller can be contacted:

– at the following telephone numbers:

+48 784 357 427  
+48 660 611 853  
+48 32 664 23 54

– via email: [biuro@stolarnialobzow.pl](mailto:biuro@stolarnialobzow.pl)

– via the form available at the Allegro.pl auction website (user: Kris\_C-83) or via the official website: [www.stolarnialobzow.pl](http://www.stolarnialobzow.pl) entering the tab "FORM".

### **§ 1. Terminology**

- 1. Terms and conditions** - these regulations, which define the general rules of the sale of goods and its object, as well as the rules of providing services by electronic means by Krzysztof Ciepał, pursuing a one-person business activity under the trading name: STOLARNIA ŁOBZÓW Krzysztof Ciepał in Łobzów, Poland (ul.Ł obzów 22, 32-340 Wolbrom), via a stationary shop located in Łobzów, Poland (ul.Ł obzów 22, 32-340 Wolbrom) and via the official website at [www.stolarnialobzow.pl](http://www.stolarnialobzow.pl), as well as online auctions available at Allegro.pl (user: Kris\_C-83), specified under art. 8 section 1 item 1 of the Act of 18 July 2002 on the provision of services by electronic means (consolidated text: Journal of Laws of 2013, item 1422).
- 2. The Seller** - Krzysztof Ciepał who runs one-person business activity under the trading name: STOLARNIA ŁOBZÓW Krzysztof Ciepał in Łobzów, Poland (ul.Ł obzów 22, 32-340 Wolbrom), registered in the Central Register and Information on Business Activity (NIP: 6371988351, Regon: 122212207), running a stationary shop in Łobzów, Poland (address: Łobzów 22, 32-340 Wolbrom) and the online shop available at the website

[www.stolarnialobzow.pl](http://www.stolarnialobzow.pl) as well as online auctions available at the website Allegro.pl (user: Kris\_C-83).

3. **The Buyer** - a natural person aged 13 and above, and if the person is under 18, the consent of their legal representative is required, as well as a legal person or an organizational unit that does not constitute a legal person but has a legal capacity, and who registered their order and paid the fee, specified in the price list, agreed to the disclosure of personally identifiable information as stated in the Act on the protection of personal data (Journal of Laws of 2016, item 922 with later amendments) for the processing of their personal data included in the order form for the purpose of making purchases in the online shop of the 'Stolarnia Łobzów' and possibly for marketing purposes associated with its functioning.
4. **The Consumer** - a natural person who performs a legal act with an entrepreneur not directly related to their business or profession.
5. **Online Shop** - a shop available at the website [www.stolarnialobzow.pl](http://www.stolarnialobzow.pl) and at online auctions run by the user Kris\_C-83 at the portal allegro.pl, hereinafter referred to as e-shop, which allows you to make purchases through the Internet.
6. **Goods** - movable items to which the Sales Agreement relates.
7. **Ancillary Service** - is a service provided by the Seller to the Buyer outside the stationary shop located in Wolbrom, Łobzów 22, which is related to the nature of the Goods being sold.
8. **Sales Agreement** - agreement on the sale of Products within the meaning of the Civil Code, concluded between the Seller and the Buyer, by means of distance communication (including the telephone).
9. **Product** - additional Goods and Services available in the Seller's offer.
10. **Parties** - the Seller and the Buyer (and each one individually - Party ).
11. **Website of the Online Shop** - any page or subpage at the website [www.stolarnialobzow.pl](http://www.stolarnialobzow.pl).
12. **Statutory holidays** - public holidays, pursuant to Art.1 of the Act of 18 January 1951 on the Non-Working Days (Journal of Laws of 2015 item 90).
13. **Order** - a statement of the will of the Buyer which specifies clearly the type and quantity of the Products, being simultaneously the conclusion of the Sales Agreement at the premises of the entrepreneur or at a distance through the Online Shop.

## § 2. General principles

1. To make an order in the Stationary Shop or in the Online Shop the Buyer must get familiar with these Terms and Conditions and accept its provisions during the processing of the Order. In case of any doubts, the Seller declares that the Terms and Conditions do not exclude any mandatory Consumer's rights resulting from the generally applicable legislation.

2. The Stationary Shop and the Online Shop conducts a retail sale in the premises located in Łobzów, Poland (Łobzów 22, 32-340 Wolbrom, Poland) and through the Internet.
3. All products offered in the e-Shop are brand new, made to the individual order of the Buyer, originally packed, free of physical and legal defects. The Seller declares that they have been legally admitted to the Polish market.
4. The Seller offers goods in the e-Shop of Stolarnia Łobzów in the prices defined in the price-list and respecting the following principles.
5. The Seller makes every effort to ensure that the goods listed and described at the official website and at the auction portal allegro.pl are regularly updated. When any of the ordered goods is unavailable, the Seller is obliged to inform the Buyer immediately by telephone or via e-mail using the contact details provided by the Buyer.
6. The Seller declares that he observes the principles of good business ethics and in a way that does not distort the market behavior of the average consumer prior to the conclusion of the contract regarding any product, neither during nor after its conclusion.
7. Sales to EU countries:
  - a) The Seller declares that he is an active VAT payer.
  - b) The Seller agrees to sales abroad, to other EU countries. In such a case, the Seller will issue a VAT invoice to the Buyer, irrespective of their status as a natural or legal person.
  - c) In the case of foreign sales, the Buyer is entitled to the same rights and obligations as the Buyer from Poland, among others the right to obtain information prior to the conclusion of the Sales Agreement, the right to the receipt of written confirmation of the transaction, the right to withdrawal, payment obligation, etc. - in accordance with the Terms and Conditions.
  - d) In the case of foreign sales, the Seller will inform the Buyer of the cost and date of delivery. In case of any delay, the Seller will inform the Buyer.
  - e) These Terms and Conditions do not exclude any mandatory Consumer's rights resulting from the generally applicable legislation. If the trademark used by the entrepreneur is in conflict with the law of the country concerned, the priority in the trade with the Consumer will be that of the law.

### **§ 3. The conclusion of a Sales Agreement, making purchases**

1. In order to make an order, the Buyer may place an order or make a one-time registration of the user at the e-shop of the joinery workshop Stolarnia Łobzów. The registration is free. The Seller undertakes to protect the personal data of the Buyer in accordance with the Act of 29 August 1997 on the protection of personal data, uniform text (Journal of Laws of 2002 No. 101, item 926 with later amendments). The Buyer may at any time have the right to inspect his

/ her user's data, in particular his / her personal data given during registration, to correct them and demand to stop their use and remove from the database.

2. Orders can be made 24 hours a day throughout the year both via the shopping system that is an integral part of the e-shop of the joinery workshop 'Stolarnia Łobzów' and via the auction system available at allegro.pl according to the separate rules of the portal given at the website allegro.pl, as well as via e-mail and telephone. Placing orders in the Stationary Shop is only possible from Monday to Friday during the opening hours of the Stationary Shop.
3. The agreement concluded by the telephone requires written confirmation of the contents which must be on paper or on another durable medium. A consumer's statement of the conclusion of the agreement becomes effective if it is confirmed on paper or on another durable medium upon the receipt of a confirmation from the Seller.
4. Orders placed on weekdays after 2:00 pm (CET), as well as orders placed on Saturdays, Sundays and public holidays will be processed the next business day.
5. The Seller shall provide the Buyer (consumer) with the agreement concluded off-premises or the confirmation of the agreement, to be given on paper or, if the consumer agrees, on another durable medium.
6. It is essential that all the data required in the order form is provided for the conclusion of the agreement and for the order processing. The purchase order is only effective if the Buyer correctly specifies the type and quantity of Goods purchased, provides his/her contact details including the exact address to which the Goods are to be shipped as well as the telephone number and email address.
7. The Seller, may contact the Buyer regarding the placed order, in particular to verify the order. The verification will be made prior to the processing of the order. This applies, in particular, to phone calls or email correspondence with the Buyer in order to confirm the details of the order. The contact is at the Seller's expense. The need to verify the order may affect the time of order processing.
8. In the event of any irregularities in the order and lack of details necessary for its processing (in particular, incorrect submission of personal or contact details) the Seller reserves the right to:
  - contact the Buyer to make corrections; or
  - withdraw from the execution of the order (especially after a failed attempt to contact the Buyer), in case of the items paid by wire transfer the Seller needs to provide the Buyer with the full refund of the fee made by the Buyer to the account from which the transfer was made.
9. The Seller informs the Buyer about the specifications of the ordered Goods before sending the order.
10. The Buyer agrees to producing an electronic image of the settlement documents, in particular: invoices with attachments, correction invoices with attachments, forms, and sending them by electronic means to an e-mail address provided by the Buyer. The Buyer agrees to issuing and sending invoices by the Seller in electronic form, in accordance with the Ordinance of the

Minister of Finance of 17 December 2010 on sending the invoices in the electronic form, the rules of their storage and the manner of making them available to the tax or fiscal audit authorities.

#### **§ 4. Price and terms of payment**

1. The price of the product is based on the offer of the e-shop of the joinery workshop 'Stolarnia Łobzów' and the content of the order placed by the Buyer according to the e-shop price list. In case of personalized orders performed according to the measurements given by the Buyer, the Price will be determined individually, within 3 days from the date of placing the order and delivered to the Buyer in the same form. In this case the execution of the order will begin after the Seller receives the confirmation of the order in the given price from the Buyer within 3 days.
2. The price of the Goods includes all charges connected with the Goods, which means that the offered price is the gross price of the Goods, taking into account the appropriate VAT rate. The price is given in PLN, but in case of foreign sales it is possible to indicate the price in another currency. The prices quoted do not include delivery costs of the Products (delivery costs are specified in the further part of the Terms and Conditions).
3. A receipt is a standard purchase confirmation document.
4. VAT invoice is issued for the company and the private person at the Buyer's request. The VAT invoice shall be also issued for each foreign sale.
5. The order implies an obligation to pay. Payment includes the price of the goods and delivery costs. Delivery costs are specified in the transport price list or individually, especially for foreign deliveries and deliveries of non-standard size. The charge depends on the means of transport and the place of delivery.
6. The Buyer can pay for the purchased goods via wire transfer - prepay, payment card, PayU or in cash upon delivery.
7. The Seller shall not be bound by the Buyer's order made in the prepayment system, if payment is not made by wire transfer or card within 14 days of the date of sending the confirmation email to the indicated account.
8. When making a wire transfer, it is necessary to include in the title line the order number given in the order confirmation. This is a necessary condition for order execution. In case it is not included, the Seller will attempt to obtain this number from the Buyer. If it is impossible to identify the payment, the money will be refunded to the Buyer's account within 7 (seven) days, and the order will be declared invalid and cancelled.
9. Bank account number to which payments can be made in Polish currency (PLN):  
30114020040000370274011288 (the account is maintained by mBank).

## **§ 5. Order processing and delivery time**

1. In the case of orders paid by wire transfer, payment card or e-payment, the Seller will execute the order immediately after receiving the payment for the order (date of crediting the bank account), in case of payment in cash upon delivery - immediately upon receipt of the order.
2. The deadline is expressed in weeks and may vary depending on the order for about +/- 7 days. The Parties have the possibility to determine the individual date of execution of the order by the telephone or via e-mail, but only if the Seller agrees to the terms.
3. If the deadline for execution of the order falls on the statutory holiday (non-working day), the deadline expires the next day.
4. Public holidays and bank holidays (e.g. May weekend, etc.) are not included in the order processing time. In the above-mentioned cases the time of order execution will be relatively longer.
5. If the Buyer does not decide to collect the Goods personally, delivery will be made via a courier service. Delivery is carried out according to the delivery time specified by the courier company.
6. The purchased goods will be sent to the address provided by the Buyer in the order form, via email or by telephone (place of performance).
7. Deliveries are carried out both in the Republic of Poland and in other EU countries, in which case costs and delivery time are determined individually.
8. The Entrepreneur shall provide the Consumer a confirmation of the conclusion of the distance agreement on a durable medium within a reasonable time after its conclusion, at the latest at the time of delivery of the goods.
9. The shipment is covered with tape, which is also a seal, its damage is equivalent to the violation of the parcel. Before picking up the parcel from the courier, it is necessary to check that the packaging has not been damaged in transport. Special attention should be paid to the state of the tapes or seals affixed to the parcel. In the event that the package is damaged or the seals (tapes) are broken, the Buyer has the right not to accept the shipment and, in the presence of the courier, draw up the damage protocol and forthwith contact the Seller in order to explain the issue. When no irregularities are mentioned in the protocol written in the presence of the courier, it may negatively affect the outcome of any claims by the Buyer for damage or theft of the shipment in transportation.
10. If the correctly delivered shipment (Goods) is not collected, the Seller may:
  - a. demand a proper performance of the Sales Agreement by the Buyer or demand compensation for the damage suffered (e.g. refund of the cost of the product realization, order execution, labor, shipping costs). For that purpose, the Seller will give the Buyer an additional 14-days deadline.
  - b. In the event of the expiration of the deadline and non-performance of the agreement by the Buyer, the Seller may submit to the Buyer a declaration statement of renouncing

the agreement. At the same time, the Seller may require from the Buyer to compensate for any default resulting from the non-performance of the agreement by the Buyer (such as shipping costs, other costs incurred by the Buyer) or improper performance of the obligation.

#### **§ 6. Cost of delivery**

1. The cost of delivery will be given to Buyer's acceptance at the stage of placing an order.
2. The cost of delivery will be determined by the weight and dimensions of the parcel, the method of payment and the place of performance. The Buyer will be always informed about the cost of delivery in the territory of Poland - prior to the order confirmation.
3. The cost of delivery outside of Poland will be determined individually via the e-Shop of the joinery workshop 'Stolarnia Łobzów'.
4. The payment for the delivery and handling of payments considered in the order will be covered by the Buyer, unless the Seller decides by virtue of a promotional offer, to release the Buyer from the necessity to pay such a charge in full or in part - information about the promotional offer will be given to the Buyer before order confirmation.
5. The cost of delivery is a separate item on the order and the billing document (invoice or receipt) issued by the Seller to the Buyer and it will form a part of the total order value.

#### **§ 7. Additional information**

1. The pictures displayed in the Online Shop which aim at presenting stain colors may differ from actual colors.
2. You can order samples of any color to compare and select the one that best matches the Buyer's needs. The first three (3) pieces of samples are made free of charge, but only if you make an order for the Goods. The cost of any further sample amounts to 5 PLN per item. If you place an Order for a Product (stairs, window sills, etc.), the samples will be sent at the Seller's expense, otherwise the Buyer shall bear the shipping cost. The final product matches the color shown on the sample in 70%.
3. The Buyer who orders a demo sample, subject to section 2, is obliged to pay for each sample and to cover the cost of courier delivery. These costs are determined individually depending on the quantity of the ordered samples. The Buyer is obliged to pay for all ordered samples, however, if he/she makes an effective order for the Goods later, he/she will receive a refund or money deduction from the Seller for the execution of 3 (three) samples (3 samples are free of charge when the order is made).
4. All Products presented by the Seller are one-sided clean, which means that they are ground only on the one side in front, and after consultation with the Buyer either left or right side is

being ground (applies to steps to be mounted on concrete). On the left side there may appear cracks, knots, edging. At the Buyer's request it is possible to order two-sided clean products, e.g. steps on metal construction.

5. To two-sided clean products, i.e. sanded on the top and bottom surface, with standard finish of the front, back, left and right sides (applies to steps mounted on metal or wooden construction) extra charge is to be added to the individual order.
6. The platforms which require tongue and groove connection must be varnished after assembly.
7. The platform which goes to the customer is varnished 1-2 times.
8. The Seller's products are made of a material of appropriate moisture content (8-12%) and it is the moisture content intended for the inside of the insulated building.
9. It is not recommended:
  - a) to store the steps and window sills in very wet (subjected to moisture) areas before assembly,
  - b) to install the Product in non-occupied / unused buildings (to live / use in a few years).
1. Stairs and window sills should be stored / used in rooms with a regular temperature of 15-25 °C, a different temperature may cause a change of color depending on the level of sunlight.
2. Stairs should be varnished before assembly to reduce moisture absorption.
3. In the case when the steps and window sills painted by the Seller were later trimmed by the Buyer, the trimmed areas must be secured with varnish.
4. The Seller reserves the right to use for marketing purposes the photographs, sent by the Buyer, which show the physical realization of the order by the Seller. Submission of the above-mentioned photographs by the Buyer implies at the same time his/her consent to their processing and use by the Seller.
5. Other rules of storage, use, and security may be included in the manual accompanying the Product.

## **§ 8. Warranty**

1. New Products are covered by the Sales Agreement. The Seller is obliged to provide the Customer with a product free of defects. The Seller is liable to the Customer if the Products have a physical or legal defect (warranty). The warranty is valid throughout the EU.
2. In a defect exists, the Customer shall be entitled to his statutory warranty rights based of the Civil Code and the relevant European law.
3. If the Customer is an Entrepreneur, the parties exclude the liability under warranty.

4. Complaints must be submitted in writing or electronically to the Seller's address specified in these Terms and Conditions.
5. It is recommended to include in the complaint, among others a brief description of the defect, the circumstances (including the date) of its occurrence, the personal details of the complaining Customer and the Customer's request for compensation for the defect in accordance with the law.
6. The Seller will respond to the complaint without delay, and if the Customer is a Consumer - no later than within 14 days. If the Customer is a Consumer and the Seller does not respond to the claim within 14 days, the Customer may consider that his/her claim has been acknowledged.
7. The Goods sent back under the complaints procedure should be sent to the address given in the provisions of these Terms and Conditions. In the case of the Buyer who is also a Consumer, the cost of delivery is covered by the Seller.
8. If the Goods have a defect, the Customer may:
  - a) give notice of apportioning of the price or withdrawal from the Sales Agreement unless the Seller promptly and without undue inconvenience to the Customer replaces defective Goods or removes the defects. This restriction does not apply if the Goods have already been replaced or repaired by the Seller or if the Seller has neither exchanged the defective Goods for products free of defects nor removed a physical defect. The Customer may, instead of the Seller's proposed removal of the defect, demand replacement of the Goods with defect-free products or instead of exchanging the Goods demand the removal of the defect, unless it is impossible to bring the goods into conformity with the Sales Agreement in the manner chosen by the Customer or in case it would require excessive costs in comparison with the manner proposed by the Seller. When assessing the excessive costs there are taken into account: the value of the defect-free Goods, the nature and significance of the identified defect, as well as the inconvenience which the Customer would be otherwise exposed to.
  - b) demand a replacement of defective Goods with defect-free products or he/she may require a removal of the defect. The Seller is obliged to replace the defective Goods with defect-free items or remove the defect within a reasonable time frame without undue inconvenience to the Customer. The Seller may refuse to fulfill the Customer's request if it is not possible to bring the goods into conformity with the Sales Agreement in the manner chosen by the Customer or in the case it would require excessive costs in comparison with another option. The cost of the repair or replacement are covered by the Seller.
9. Claims for quality defects expire within two years of the date of delivery of the product to the Buyer. Claims for quantitative defects should be reported immediately after receipt of the shipment, not later than within 7 days.
10. The following are not considered as a defect:

- a) differences in the structure and color of wood - wood is a natural material and thus variations in color and grain are not considered as faults,
- b) changes which occur naturally in the look of furniture, windowsills and stairs during normal use - wood is a natural, living material, which constantly responds to external factors, and as a result of the change in humidity it can shrink or expand, and consequently - unevenness may appear on the surface of furniture, sills and stairs,
- c) minor cracks and deformations resulting from the natural work of wood; permissible deformation of the counter from 1 to 5 mm on a width of 80 to 100 cm,
- d) up to 20% of healthy sapwood in products.

In the event of minor cracks, the Seller sends a 'do-it-yourself' repair kit for self-repair of the cracks.

### **§ 9 Guarantee**

1. Products sold by the Seller may be subject to an additional warranty from the manufacturer or distributor.
2. In the case of the Goods covered by the warranty, the information relating to the existence and contents of the warranty is displayed on the official Website of the workshop or on the Product at any time.

### **§ 10. Out-of-court settlement of disputes**

Detailed information on the possibility of using by the Consumer out-of-court complaint and redress procedures and the principles of access to these procedures is available at the offices and on the websites of county (municipal) consumer ombudsmen, social organizations, whose statutory tasks include consumer protection, Voivodeship Inspectorates of the Trade Inspection and at the following Internet websites 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).

### **§ 11. Buyer - Consumer Rights: Withdrawal from the Sales Agreement and return of the Goods**

1. The right to withdraw from the Agreement is exclusive to the Buyer who is the Consumer.
2. According to the Act of 30 May 2014 on consumer rights (Journal of Laws of 2017, item 683) the Consumer has the right to withdraw from the agreement concluded with the Seller without giving reasons within 14 (fourteen) days of the date of receipt of the consignment and without

incurring costs, except for the costs specified in Art. 33, 34 of the Law 2 and Art. 35 of this law. It is important to send the statement before the expiry of the deadline as the date of sending the statement is taken into account. A model statement of renouncing the Agreement is attached to the Terms and Conditions.

3. Returned Goods need to be complete, the product and other accessories undamaged.
4. In the event of exercising the right of withdrawal from the Agreement, the Buyer shall return the Goods at his/her own expense to the Seller's registered address. The Consumer shall be responsible for diminished value of the products by the excessive use of them in the way which is contrary to their nature, characteristics and the functioning of the product.
5. The Consumer is obliged to return the product to the Seller or to pass it immediately to a person authorized by the e-shop of the joinery workshop "Stolarnia Łobzów" but not later than 14 days from the date of withdrawal from the Agreement. In order to meet the deadline, it is enough to send the product back before its expiry.
6. The Seller will check the Product within 7 working days of the receipt of the Goods, If the Goods meet the requirements indicated in the paragraph 3, a correcting invoice will be issued. The original version of the document and a copy of the invoice will be sent to the Buyer by priority letter. The Buyer is obliged to return a signed copy of the correcting invoice. The Seller shall make a refund of the payment no later than 14 days from the moment the product is collected by the Seller collection or delivery of the shipment confirmation by the consumer, whichever occurs first.
7. The Seller makes a repayment using the same method of payment as the consumer used, unless the consumer explicitly agreed to a different repayment method which does not involve costs to him/her. (In the case of payment with a payment card, the refund will be made to the payment card account from which the payment was made).
8. The Consumer covers the cost of the product return. If the consumer has not chosen to provide the item using the cheapest delivery method offered by the Seller, the Seller is not obliged to reimburse the consumer for additional costs. Due to the size and weight of the goods, in the case of the withdrawal from the Agreement the return of the goods may result in higher costs than the normal delivery by post.
9. Concerning the Agreement concluded off the premises or at a distance, the Consumer does not have the right to withdraw regarding the following contracts:
  - a. a service contract - if the entrepreneur has performed the full service as agreed with the consumer, who was informed prior to the commencement of the service that he/she loses the right of withdrawal upon the fulfillment of the service by the entrepreneur;
  - b. a contract in which the price or remuneration depends on fluctuations in the financial market outside the entrepreneur's control and which may occur during the withdrawal period;

- c. a contract the subject of which are non-prefabricated goods, manufactured according to the consumer's specifications or catered to his/her individual needs;
  - d. a contract the subject matter of which are goods to be by nature inseparably bind with other things after delivery;
  - e. a contract where the consumer explicitly requested the entrepreneur to come to him/her for urgent repair or maintenance; If the entrepreneur also provides other services than those requested by the consumer or supplies other items than spare parts necessary for repair or maintenance, the consumer shall be entitled to the right to withdraw from the contract for additional services or items.
10. The Buyer is obliged to secure the returned goods in such a way that it cannot be damaged.
11. Shipments sent to the Seller's address via cash-upon-delivery option will not be accepted.

### **§ 12. Privacy policy and personal data protection**

1. The Seller is an administrator of personal databases submitted by the Buyers when placing orders.
2. The Seller undertakes to protect the personal data in accordance with the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws from 2016, item 922, as amended).
3. According to this law, the Buyer has at any time the right to inspect his/her data, to correct them, and request a cessation of their use and removal. The Buyer provides the data voluntarily.
4. Personal data is used for the implementation of the Agreement, which means that it can be transferred to the entities responsible for delivering the purchased goods to the Buyer.

### **§ 13. Intellectual property right**

1. All contents of the joinery workshop 'Stolarnia Łobzów' e-shop website (the pictures, text, names, brands, photos, video) are owned by the Seller. Any partial or complete reproduction of the content made by any means and on any medium, shall be subject to prior written consent of the Seller.
2. All information, content, software is protected by the intellectual property right and copyright. The Seller may grant the right to copy, display or distribute all the content of the site. Any unlawful use of this content by third parties may trigger the proceedings laid down in the provisions of the law.

## **§ 14. Final Provisions**

1. The Seller reserves the right to change prices and quantities of goods in the offer of the e-Shop during a day, to withdraw certain products from the offer and introduce new goods. The changes of price, parameters, delivery conditions, etc. do not apply to orders already submitted and confirmed.
2. The Seller reserves the right to make changes to these Terms and Conditions. When the Agreement was concluded before the amendment of the Terms and Conditions then the rules valid at the time of placing the order by the Buyer are applied. Any changes to the Terms and Conditions will be always announced on the Seller's website. Amendments to the Terms and Conditions will not reduce the level of Consumer's protection with regard to generally applicable laws.
3. The parties may pursue their claims in court proceedings, mediation proceedings or in jointly agreed arbitration courts. The type of the court is determined in accordance with the laws of the Civil Code.
4. In matters not covered by these Terms and Conditions, the provisions of the Act of 30 May 2014 on Consumer Rights and the Civil Code shall apply.
5. The Annexes form an integral part of these Regulations:
  - a. Appendix 1 - Instructions of Use and Maintenance of the Products,
  - b. Appendix 2 - Model text of the withdrawal declaration;
  - c. Appendix 3 - Information on the exercising of the right of withdrawal.
6. These Terms and Conditions shall enter into force on the date of their publication on the Website of the Online Shop.

## **INSTRUCTIONS OF USE AND MAINTENANCE OF THE PRODUCTS**

### **I. USE OF FURNITURE**

1. Furniture should be used according to their intended use. Furniture is primarily intended for indoor use and exclusively to be kept in insulated buildings.
2. Furniture should be used in rooms that provide protection against atmospheric conditions, with humidity levels of 40-70% and air temperatures of 15-25 °C, with a recommended air humidity of 60%. Furniture must not be exposed to extreme temperatures or humidity, and it should not be exposed to direct sunlight.
3. Furniture exposed to direct sunlight can change its original color after some time. Too high and long-lasting humidity or dry air can adversely affect the wood, therefore:
  - a) furniture should be located at least 1 meter from the source of heat (radiators, electric heaters, etc.);
  - b) any dirt should be removed immediately;
  - c) when placing hot, very cold or damp objects on furniture, security pads have to be used to avoid stains or deformations;
  - d) when writing, etc. always use surface protection mats to avoid surface scratches;
  - e) furniture should be placed on a horizontal surface, otherwise it will deform, adapting to the unevenness of the surface.
4. Care must be taken to ensure that furniture fronts (drawers and doors fronts) are not exposed to friction by any other element. Change of load of the cabinets by storing objects of different weight requires adjusting the fronts or hanging the entire cabinet.
5. To ensure proper operation of the soft-close systems, drawer runners and the soft-close systems of the front cabinets, the drawers and fronts must be closed with appropriate force.
6. Closing the drawers and fronts with too much force causes the mechanism to fail, and in case of repeated occurrences it can lead to their damage.
7. Furniture surfaces need to be protected from scratches.
8. Hot items must not be placed on the furniture. Especially dishes that have just been taken from the cooktop should be always put on a board or protection mat.
9. Furniture needs to be protected from water. Especially if water is spilled near the electrical connections, it must be immediately removed with a dry cloth. Care must be taken to ensure that there is no water left against the wall, which can result in bulging of furniture as well as furniture fronts can be damaged when flooded.
10. Drawers' load should be evenly distributed over the entire surface, people must not lean against the drawers. Overloading the drawers at the front is not recommended.
11. Do not lean against or do not put any load on furniture doors.
12. The furniture is not intended for profit and only for home use.

13. Should you have any doubts concerning the use of the furniture, please contact the Seller before taking any of the steps outlined in this manual.

## **II. FURNITURE MAINTENANCE**

### **1. Maintenance of oiled surfaces**

In order to perform effective maintenance of oiled surfaces, it is important to keep in mind that oiled surfaces are more sensitive to dirt than painted surfaces. Taking it into account, oiled wood requires a little bit more special care during normal use. The oil layer is thin, so after some time the used oil can soak into the wood. However, this is a defect and it cannot be the cause of complaint. In such a case the oil should be reapplied so many times until it stops soaking into the wood. Otherwise the surface will seem unfinished. Make sure that the oil is spread evenly so that darker spots do not appear on the surface.

While finishing of natural precious material such as wood, there are also minor irregularities, discolorations or micro-scratches which emphasize the beauty of this product and do not constitute a legitimate reason for complaint. In the case of aged or dyed furniture, it is important to take into account that, as a result of manual finishing, they will never be identical.

For maintenance of oiled surfaces, do not use:

- any preservatives or cleaning detergents that are not suitable for wood;
- any aerosol;
- all other substances which we do not know and which can damage the furniture.

### **2. Maintenance of varnished surfaces**

For effective maintenance of varnished surfaces, natural wax-based paste, either colorless or in the color of your furniture is recommended. Apply a thin layer of paste with a soft cloth along the wood fiber. Furniture should be waxed regularly, once or twice a year or more, depending on the intensity of their use. By waxing the surface of the wood is not only preserved, but it also becomes more beautiful. Furniture must by no means be in contact with solvents because the paint is not resistant to such substances.

## APPENDIX

### MODEL TEXT OF THE WITHDRAWAL DECLARATION

(This form must be completed and returned only if you wish to withdraw from the Agreement)

- Address:

**Krzysztof Ciepał, a sole proprietor pursuing a business activity under the trading name: STOLARNIA ŁOBZÓW Krzysztof Ciepał** (address: Łobzów 22, 32-340 Wolbrom), e-mail: [biuro@stolarnialobzow.pl](mailto:biuro@stolarnialobzow.pl)

- I / We (\*) hereby inform (\*) of my / our withdrawal from:

Sales Agreement of the following goods (\*) Supply Agreement of the following goods (\*) a contract for the performance of a specific work (\*) / provision of the following service (\*)

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-Date of conclusion of the agreement (\*) / receipt (\*)

-Name and surname of the consumer(s)

-Consumer(s) Address

-Signature of the consumer(s) (only if the form is sent in paper form)

-Date

(\*) Delete where not applicable.

**APPENDIX**

**INFORMATION ON THE EXERCISING OF THE RIGHT OF WITHDRAWAL**

**Right of withdrawal**

You are entitled to withdraw from this Agreement within 14 days without giving any reason.

The expiration date will be 14 days after the date on which you came into possession of the goods or a third party other than the carrier and indicated by you acquired, physical possession of the goods.

To exercise your right of withdrawal, you must inform us of your decision to waive this Agreement by expressing a statement (such as a letter sent by mail, fax or e-mail) to the following address:

**Krzysztof Ciepał,**

**STOLARNIA ŁOBZÓW Krzysztof Ciepał** (address: Łobzów 22, 32-340 Wolbrom)

You may also complete and submit a withdrawal form or any other statement via e-mail using the following e-mail address: [biuro@stolarnialobzow.pl](mailto:biuro@stolarnialobzow.pl). If you use this option, we will send you a prompt confirmation of the reception of the withdrawal notice on a durable medium (e.g. via e-mail).

You may use the model text of the withdrawal declaration; however, this is not mandatory. The form is available at [www.stolarnialobzow.pl](http://www.stolarnialobzow.pl).

In order to maintain the withdrawal deadline, you only need to send information on the exercise of your right of withdrawal prior to the expiration of the withdrawal period.

**Consequences of withdrawal from the Agreement**

In the event of withdrawal from this Agreement, we will promptly refund all payments received from you, including the cost of delivery of the goods (except for additional costs resulting from your choice of delivery other than the cheapest delivery method offered by us), and no later than 14 days from the date we were informed of your decision to exercise the right of withdrawal from this Agreement. We will refund the payment using the same payment methods you used in your original transaction, unless you have explicitly agreed to another option. In any case you will not bear any charges related to this refund. Please be kindly informed that we may withhold payment until the goods are received or until we are provided with a proof of return, depending on which event occurred earlier.

Please return or forward the goods to: **STOLARNIA ŁOBZÓW Krzysztof Ciepał** (address: Łobzów 22, 32-340 Wolbrom), immediately, or in any case no later than 14 days from the date on which we informed you of the termination of this Agreement. The expiration date is retained if you send the goods before the 14-day deadline.

You will have to cover the direct cost of the goods return. You are responsible for the reduction of the value of the property resulting from its use other than necessary to establish the character, features and way of functioning of the goods.