

§ 1 PRELIMINARY PROVISIONS

regulations governing the use of the online store operated at www.bzaleski.pl

The shop available at www.bzaleski.pl is run by Bartłomiej Załęski, ul. Kolegialna, No. 2 lok. 19, 18-400 Lomza.

The store conducts retail and wholesale sales via the Internet. Orders are accepted via the website www.bzaleski.pl

He is entitled and authorized to use the Online Store in accordance with its order. It is forbidden to change illegal content.

Seller's contact details, tel. 698 617 789, e-mail: kontakt@bzaleski.pl

§ 2 DEFINITIONS

For the purposes of interpreting the Regulations, the following terms mean:

Seller - Bartłomiej Załęski, running a business under the name Stomatologia Bartłomiej Załęski, ul. Kolegialna, No. 2 lok. 19, 18-400 Łomża, NIP 7182083632, REGON 200813748.

Online Store, hereinafter referred to as the Store, run by Bartłomiej Załęski, accepting orders via the website www.bzaleski.pl

Buyer - a natural person with full legal capacity, a natural person conducting business activity, a legal person or an organizational unit that is not a legal person, the specific provisions of which grant legal capacity, concluding a

Sales Agreement.

Entrepreneur - means a natural person, a legal person or an organizational unit that is not a legal person, to whom the law grants legal capacity, conducting business or professional activity on its own behalf and performing a legal act directly related to its business or professional activity.

Order - the Buyer's declaration of will, in which the Buyer accepts the Seller's sale offer, which includes, in particular, the price, type, quantity of goods or services under the sales contract via the website.

Business day - every day of the week from Monday to Friday, excluding public holidays.

Sales contract - concluded as a result of the Order between the Buyer and the Seller, a sales contract within the meaning of the Civil Code.

Civil Code - Act of April 23, 1964. Civil Code (Journal of Laws of 2022, item 1360, as amended).

Consumer Rights Act - the Act of 30 May 2014 on consumer rights (Journal of Laws of 2020, item 287, as amended).

Act on the provision of electronic services - the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2020, item 344, as amended);

VAT Act - Act of 11 March 2004 on tax on goods and services - (Journal of Laws of 2022, item 931, as amended).

Act on Copyright and Related Rights - Act of February 4, 1994 on Copyright and Related Rights (Journal of Laws of 2022, item 2509, as amended).

Regulations - this document.

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.

§ 3 RULES OF USING THE WEBSITE

To place an order via the website www.bzaleski.pl, it is necessary to accept these Regulations.

To successfully place an order, it is necessary to have a device with Internet access that allows you to browse websites, as well as a keyboard or other device that allows you to correctly fill out electronic forms. It is recommended to use the latest versions of web browsers: Firefox, Chrome, Internet Explorer, Microsoft Edge, Opera, Safari for OS X, etc.

The Online Store website uses Responsive Web Design (RWD) technology, which adjusts the content of the website to the device on which it is displayed. The Store's website is prepared to be displayed both on desktop computers and mobile devices.

The seller informs that the website uses cookies.

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

The User is obliged to have an e-mail account.

The user is obliged to use the website in a manner consistent with the law, the provisions of the Regulations and generally accepted rules on the Internet.

In the event of a breach of the provisions of these

Regulations, the Seller may terminate the contract for the provision of Electronic Services immediately after an ineffective request to cease the infringement with an appropriate deadline.

§ 4 ELECTRONIC SERVICES

The Seller enables Users to use the following free Electronic Services: Order Form, Buyer's Account. The Seller provides an Order Form enabling the purchase of Products presented in the Store. The service of providing the Order Form is provided for a definite period of time and terminates when the Order Form is sent to the Seller.

§ 5 SALE OF PRODUCTS

Information about the Products presented on the website does not constitute an offer, and an invitation to conclude an Agreement, within the meaning of Art. 71 of the Civil Code - they gain only when the Seller confirms the acceptance of the order for execution.

In order to conclude a Sales Agreement, go to the website www.bzaleski.pl and select the products, taking further technical steps based on the messages displayed to the Buyer and information available on the website.

When placing an order, you must provide the data necessary to perform the contract and deliver the shipment.

Placing an order by the Buyer means concluding a

contract of sale (purchase) of the ordered Product. A receipt is issued for the ordered products. In order to receive an invoice (without VAT), you must correctly fill in the company details with the tax identification number (NIP).

§ 6 PRICE OF PRODUCTS

Prices of all offered goods are total gross prices (taxpayer exempt from VAT pursuant to Article 113 section 1 of the VAT Act) and are expressed in Polish zlotys.

Deviations from the Polish currency rule are clearly marked.

Information about the price of the Product, features and essential properties of the Product are available on the website and posted next to the presented Product.

The Seller reserves the right to change the prices of the Products presented in the Store, withdraw and introduce new Products. The above right does not affect the Order(s) that was placed before the date of entry into force of any of the changes referred to above.

§ 7 PAYMENTS

There are the following forms of payment for the order: standard transfer; Transfers 24 - fast payments, BLIK. The payment is made before the Order is processed only by means of online payments.

The buyer is obliged to make the payment within 5 days from the date of receipt of the e-mail confirming the creation of the order.

The Seller reserves the right to cancel the order if the Buyer fails to pay for the goods within 5 days.

§ 8 PURCHASE AND DELIVERY

1. Purchasing virtual items:

Purchase in the Store can only be made by the Buyer who has an account in the Store.

The buyer selects the selected Digital File and follows the next steps.

The Buyer reads the Regulations and accepts them.

Acceptance of the Regulations is voluntary, but necessary to place an order,

After placing the order, the Seller's ICT system will generate and send to the Buyer's e-mail address provided in the order, an order confirmation.

After making the payment, the Buyer will be redirected back to the Store's website with order confirmation. At this moment, the contract for the delivery of a digital file covered by the order is considered concluded between the Buyer and the Seller.

Due to the specificity of the product being sold, the purchase of Digital Files can only be made after payment in advance.

An order containing Digital Files is transferred for execution when the Seller (from the entity making the payment) receives information about the full payment. After receiving information about the full payment, the Seller will send an email with a link to download the

Digital File to the e-mail address provided by the Buyer when placing the order.

The digital content is deemed to have been delivered when the digital content or the means of accessing the digital content or downloading the digital content has been made available to the usufructuary.

The Buyer agrees to deliver digital content before the deadline for withdrawing from a distance contract in circumstances resulting in the loss of the right to withdraw from the contract,

If it is not possible to complete the order, the Seller will inform the Buyer about the situation by sending a message to the e-mail address provided by the Buyer when placing the order. If the Buyer makes a prior payment for such an order, the Store will return the funds paid to the bank account from which the payment was made.

2. Purchasing physical items:

1. The Product is delivered to the address indicated by the Customer when placing the Order.

2. The price for shipping within Poland is included in the product price only for the tool set. In the case of other physical products, the shipping price is determined individually and in line with the prices of companies providing transport services.

3. Shipping outside the country and the price are determined individually and are not included in the price of the Product.

4. The shipping time of the Product is up to 7 business days from the receipt of the payment to the Seller's

account. In the event of a product shortage / difficulties in the production process, the Customer is informed about the postponement of the order and it is possible to withdraw from the contract if the waiting time is unacceptable to the Customer. The funds for the product are then returned to the account from which the transfer was made.

5. In the case of orders not completed due to the Customer's fault, in particular in the event of unjustified refusal to collect the ordered goods or providing an incorrect or inaccurate address preventing delivery of the goods, the Seller reserves the right to charge the Customer with the costs incurred in connection with the execution of the order and the actual costs of transporting the goods - including the return one.

6. The Seller is not responsible for the operation of companies delivering parcels with orders.

7. If products delivered to the customer have visible damage to the packaging or contents, this information should be provided and the carrier should be complained about. You should refuse to accept such goods and immediately contact the Seller by phone/e-mail/mail.

§ 9 WITHDRAWAL OF THE CONSUMER FROM THE AGREEMENT digital products

1. Digital products:

Pursuant to Article 38 of the Act on Consumer Rights, the right to withdraw from an off-premises or remote contract is not available to the consumer in relation to contracts: for the supply of digital content that is not

recorded on a tangible medium, if the performance of the service began with the express consent of the consumer before expiry of the deadline to withdraw from the contract and after informing him by the entrepreneur about the loss of the right to withdraw from the contract. After downloading the e-book (digital content), the consumer loses the right to withdraw from the contract. The refund is made within 7 days after receipt of the Product to the bank indicated by the Buyer.

2. Physical products:

1. The customer has the right to withdraw from this contract within 14 days without giving any reason, with the exception of individual orders.
2. The deadline to withdraw from the contract expires after 14 days from the date on which the Customer came into possession of the item or on which a third party other than the carrier and indicated by the Customer came into possession of the item.
3. To exercise the right to withdraw from the contract, the Customer must inform the Seller of his decision to withdraw from this contract by means of an unambiguous statement.
4. The Buyer is obliged to properly secure the returned Product to prevent its damage during transport.
5. In the event of withdrawal, the Customer who is a Consumer bears only the direct costs of returning the Product, i.e. the costs of sending the Product to the Seller.
6. If the delivered goods are incomplete or show signs of use beyond the scope of normal management of the item, the Seller reserves the right to refuse to accept the

shipment or to reduce the refunded amount by the equivalent of the damaged goods.

7. The consumer is responsible for reducing the value of the Product resulting from using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product, i.e. the returned product must be free from defects and have no traces of use.

8. In the event of a return, the Buyer is obliged to deliver the product in person or by mail to the Seller at the indicated address.

9. In case of return by mail, the product must be insured for at least the value of the product. 10. The refund is made within 7 days after receiving the Product to the bank address indicated by the Buyer.

§ 10 COMPLAINTS

The basis and scope of the Seller's liability towards the Buyer for non-compliance of the Product with the Agreement are defined by generally applicable laws and the following provisions of the Regulations

The seller is obliged to deliver the product without defects.

The basis for lodging a complaint is having proof of purchase and informing the Seller of the intention to submit a complaint via e-mail or by phone.

The seller will respond to the notification within 14 days of receiving the notification. Failure to respond to the Seller within the above-mentioned period means that the Seller considered the complaint justified.

Detailed information on the possibility for the Buyer who

is a Consumer to use out-of-court methods of dealing with complaints and redress as well as the rules of access to these procedures are available at the offices and on the websites of powiat (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Inspectorates of the Trade Inspection and at the following Internet addresses of the Office of Competition and Consumer Protection.

The seller's liability period under the warranty is 2 years from the delivery of the item.

If the Seller receives incomplete information in order to consider the complaint, he will immediately inform the person advertising the product.

If the product is defective, the Buyer has the right to submit a declaration of withdrawal from the contract or reduction of the price. Unless the Seller can immediately replace the product with a new one without defects or remove the defect. This situation will not occur if the product has been replaced or repaired earlier, or if the Seller has not undertaken the obligation to replace the product with a defect-free one or remove its defect.

The Buyer has the right to demand from the Seller, instead of removing the defect, replacement of the product with a new one, or in the opposite situation: instead of replacing the product with a new one - removal of the defect. Unless bringing the product into compliance with the contract as requested by the Buyer is impossible to implement or would require the Seller to cover excessive costs compared to the method proposed by him. The costs are assessed on the basis of the value of the Product free from defects, the type and size of the defect and other unfavorable situations

resulting from the Buyer's request.

The buyer may not withdraw from the contract if the defect turns out to be insignificant. In the event that a defect of the product appears - the Buyer has the right to demand replacement of the Product for the removal of the defect or replacement of the product with a defect-free one. The Seller is obliged to fulfill the Buyer's request as soon as possible, within a reasonable time without hindrance to the Buyer. The Seller may refuse to replace or repair the product if the Buyer's request is impossible in relation to the conformity of the defective Product with the contract or requires excessive costs. One of the two possible options is then considered. The seller is obliged to bear the repair costs.

§ 11 INTELLECTUAL PROPERTY RIGHTS

The products provided by the Seller, which are available in the Store, are the intellectual property of the Seller, are a work within the meaning of the Act on Copyright and Related Rights and are subject to legal protection. Any use (including duplication of the purchased electronic product) by anyone, without the express written consent of the Seller, of any of the elements that make up the content and content of the website www.bzaleski.pl is an accessory of the Seller's copyright and results in civil and criminal liability. In matters not covered by this paragraph, the provisions of the Act on Copyright and Related Rights shall apply.

PRIVACY POLICY

§ 1 PERSONAL DATA

The Buyer's personal data is processed by the Seller as the administrator of personal data pursuant to art. 13 and 14 of 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 for purposes related to transactions made as part of the website and for purposes arising from legitimate interests pursued by the Seller, as well as on the basis of the Buyer's consent - for purposes consistent with the content of the consent, including commercial and marketing purposes.

The administrator of personal data (within the meaning of Article 4 point 7 of the GDPR) is Bartłomiej Załęski - hereinafter referred to as the Administrator.

Providing personal data by the Buyer is voluntary, but necessary to make transactions. Failure to provide personal data makes it impossible to create transactions.

The above does not apply to data processing for commercial and marketing purposes, which is carried out only in the case of voluntary consent, regardless of transactions within the Store. If the Buyer has subscribed to the newsletter, his personal data is processed for the purpose of sending the newsletter. If the Buyer has contacted the Seller, his personal data is processed for the purpose of exchanging and archiving correspondence and order fulfillment.

If the Buyer uses the method of delivery by post or courier, the Administrator provides the collected personal data of the Buyer to the selected carrier or intermediary performing shipments at the request of the Administrator in order to deliver the Goods to the Buyer. The buyer has the right to request from the seller access to personal data concerning him, the right to rectify, delete or limit processing.

The buyer has the right to withdraw consent to the processing of personal data at any time without affecting the lawfulness of the processing that was made on the basis of consent before its withdrawal.

§ 2 COOKIES

Cookie files (so-called "cookies") are IT data, in particular text files, which are stored on the end device, i.e. a computer, laptop or smartphone, depending on which device you use to view the Website.

Cookies usually contain the name of the website they come from, their storage time on the end device and a unique number.

Cookie features:

adapt the content of the website pages to the user
optimize navigation on the website, in particular, these files allow you to recognize the device with which the website is displayed and set its parameters so that navigation does not cause problems and is optimized in terms of the individual needs of the user.

they allow you to display a website tailored to individual needs;

create statistics thanks to which the Administrator knows which content is of interest to buyers. This allows for the continuous improvement of the website and the construction of content that will suit the visitors of the website.

4. The Buyer may delete cookies at any time.

5. Restrictions on the use of cookies introduced by the Buyer may affect some functionalities of the Website, hindering the free use of all its options.

6. More detailed information on cookies is available at <http://wszystkoociasteczkach.pl> or in the "Help" section in the web browser menu.

7. If the Buyer does not agree to the use of cookies by the Website, he must leave it or activate the appropriate settings in his web browser.

§ 12 FINAL PROVISIONS

The Seller has the right to amend the Regulations for important reasons, which are in particular a change in the law. Orders accepted for execution before the entry into force of the amendments to the Regulations are carried out under the existing rules.

The Seller is obliged to notify about any changes to these Regulations.

Any changes to the Regulations come into force on the appropriate date indicated by the Seller.

The amended Regulations bind the Buyer, if the requirements specified in art. 384 and 384 [1] of the Civil Code, i.e. he was properly notified of the changes and did not terminate the contract within 14 calendar days from the date of notification.

In matters not covered by these regulations, the relevant provisions of the Civil Code and the Act on consumer rights will apply.

These Regulations are available at the Internet address www.bzaleski.pl

The Regulations come into force on 1.04.2024