

# **RULES OF SALE - GALLERY ART MIESZKO**

## **I. Introduction**

### **§ 1**

In these regulations of Galeria Art Mieszko, hereinafter referred to as the "Regulations", the following terms should be understood:

- a. "Seller" - Galeria Art Mieszko Joanna Mieszko with its seat in Chojna, ul. Kościuszki 11, 74-500 Chojna, NIP: 858-14-47-270, REGON: 386-121-990, no. accounts: 08 1240 3956 1111 0010 9887 0883, e-mail address: [keypax11@wp.pl](mailto:keypax11@wp.pl) , website [www.galeriaartsmieko.pl](http://www.galeriaartsmieko.pl) and pages on Facebook [www.facebook.com/GaleriaArtMieszko](http://www.facebook.com/GaleriaArtMieszko)(Galeria Art Mieszko)
- b. "Customer" - any person expressing a desire to purchase a painting, sculpture, album, photograph (hereinafter referred to as "works of art") or ordering an individual order.

## **II. General provisions**

### **§ 2**

The Regulations define the rules for the provision of services by electronic means or by phone by the Seller to customers, consisting in enabling them to purchase works of art or order an individual order. Then, the conclusion of an agreement on the sale of works of art on the offer of the Gallery via the Internet, according to the price included in the description.

### **§ 3**

Descriptions, photos and other materials on the website [www.galeriaartyszne.pl](http://www.galeriaartyszne.pl) are the intellectual property of the Seller. Unlawful use of [www.galeriaartyszne.pl](http://www.galeriaartyszne.pl) Materials without the consent of the Seller may constitute an infringement of copyright and, consequently, bring the case to court.

### **§ 4**

Prices of works of art in the Gallery's assortment are expressed in Polish zlotys. The seller may modify the assortment of the Gallery, the prices of works of art, carry out and cancel promotional campaigns. The changes do not affect the agreements already concluded with the Customers for the sale of individual works of art. The prices given in the Gallery do not include shipping costs.

### **§ 5**

A purchase in the Gallery may be made by telephone or via e-mail. Each work of art has its name, description and price.

## § 6

To use the Gallery, it is not necessary to meet any specific technical conditions by the client's computer or other device. All you need is: Internet access, an e-mail address, a standard operating system and a web browser.

Cookies must be enabled for the proper use of the website

In the web browser. Cookies are used to maintain the proper functioning of the website and for statistical purposes. They can then be deleted using the appropriate options available in the web browser or using other software. Detailed information on cookies is included further in the Regulations. The page has an appropriate message when it is opened.

III. Placing and accepting an order

## § 7

The sale of works of art takes place on the basis of orders placed by the customer. The customer can place an order by contacting the owner of the Gallery via e-mail: [keypax11@wp.pl](mailto:keypax11@wp.pl) or by phone +48 608 432 153. Orders can be placed 7 days a week, 24 hours a day.

## § 8

Placing an order is tantamount to accepting the regulations and concluding a contract for the sale of a work of art between the Customer and the Seller. After choosing a work of art, the customer should contact the Seller by e-mail or by phone. It is also possible to visit the gallery located at ul. Kościuszki 11, 74-500 Chojna, West Pomeranian Voivodeship in order to place the order in person.

IV. Delivery and payment

## § 9

1. The methods, costs and dates of delivery of goods are specified each time an order is placed. The following payment methods are available: traditional transfer or cash payment in the Gallery. The acceptable form of delivery is courier and Poczta Polska.

2. The customer should make the payment within 5 working days from the date of the sale contract.

3. The costs related to the payment and delivery of the artwork are borne by the customer. The cost of delivery depends on the size and type of the order. The cost of shipping a work of art abroad is determined individually. For this purpose, before placing an order, please contact the Gallery via e-mail or by phone. Due to the value of works of art, **PERSONAL RECEPTION IS PREFERRED.**

4. The order fulfilment time should not exceed 7 business days from the date of receipt of the payment on the Gallery's account. In special cases, if the order fulfilment time turns out to be longer than 7 days, the Gallery contacts the Customer to inform about the delay and its cause.

#### **§ 10**

A sales document compliant with tax regulations is attached to the order.

#### **§ 11**

The seller points out that the customer has the option of checking the condition of the shipment, opening it and checking the completeness of the order in the presence of the courier. In the event of any irregularities, the Seller recommends drawing up a damage report.

#### **V. Returns and complaints**

#### **§ 12**

1. If the Customer is a Consumer, then he has the right to withdraw from the sales contract concluded with the Seller, without giving reasons, within 14 days. The deadline to withdraw from the contract expires after 14 days from the day on which the Customer acquires, or a third party other than the carrier and indicated by the Customer acquires, physical possession of the goods. If the subject of the contract consists of many items that are delivered separately, this period expires after 14 days from the date on which the Customer acquires, or a third party other than the carrier and indicated by the Customer acquires, physical possession of the last item.

2. To exercise the right to withdraw from the contract, the Customer should inform the Seller about his decision to withdraw from the contract by an unequivocal statement (for example, in writing sent by post or by e-mail to the Seller's address provided in § 1 (a) of the Regulations).

3. To meet the deadline for withdrawing from the contract, it is enough for the Customer to send information regarding the exercise of his right to withdraw from the contract before the deadline to withdraw from the contract by electronic means.

5. The right to withdraw from the contract is not granted if the subject of the contract is a non-prefabricated item, manufactured according to the Consumer's specification or serving to satisfy his individual needs.

6. In the event of withdrawal from the contract, the Seller returns to the Customer all payments received from him, including the costs of delivering the goods (except for additional costs resulting from the method of delivery chosen by the Customer other than the cheapest standard delivery method offered by the Seller), immediately, and in any case not later than 14 days from the date of receipt of the Customer's declaration of withdrawal from the contract. The Seller will refund the payment using the same payment methods that were used by the Customer in

the original transaction, unless the Customer expressly agreed to a different solution; in any event, the Customer will not incur any fees as a result of this reimbursement.

7. The Seller may withhold the reimbursement until receipt of the item or until proof of its return is provided, whichever occurs first.

8. The customer should send back or hand over the item to the Seller immediately, and in any case not later than 14 days from the date on which he informed about the withdrawal from the contract. The deadline is met if the customer sends back the item before the deadline of 14 days.

9. The customer bears the direct costs of returning the items.

10. The customer is only responsible for reducing the value of things resulting from using it in a different way than was necessary to establish the nature, characteristics and functioning of things.

### **§ 13**

1. The Seller informs that he is obliged to deliver the subject of the order free from defects.

2. Complaints may be submitted in writing to the Seller's address provided in the provision of § 1 lit. a or by e-mail to the following e-mail address: [keypax11@wp.pl](mailto:keypax11@wp.pl) or by phone or in person at the Gallery (ul. Kościuszki 11, 74-500 Chojna).

3. The complaint should include the Customer's data, the order designation (i.e. data allowing to identify them) and a description of the event being the basis for the complaint.

4. Complaints are considered within 14 days from the date of their receipt by the Seller.

### **§ 14**

Personal data will be processed for the time needed to provide services to the Customer by the Seller, and after the completion of their provision for the time needed to demonstrate the correctness of the Seller's obligations to the Customer. This period corresponds to the length of the limitation period for claims. Personal data processed in the scope of conducting marketing activities will be processed for the duration of their conduct by the Seller or the Customer's objection to further processing of personal data for marketing purposes, or the withdrawal of consent to sending marketing information to the e-mail address.

### **§ 15**

The Seller uses technical measures required by the current provisions on the protection of personal data to prevent the acquisition and modification of personal data sent electronically by unauthorized persons.

VIII. Changes to the regulations

## § 16

1. The Seller has the right to unilaterally amend the Regulations on the terms set out in the provisions of this paragraph and only in the event of one of the following reasons:

- a. the Seller introduces new services related to the Gallery,
- b. changes in delivery or payment methods,
- c. changes in legal provisions that make it necessary to adapt the provisions of the Regulations to them, such as in particular changes in the provisions on: consumer protection, the provision of electronic services, the protection of personal data, in the event of this reason, the Regulations may be changed to the extent necessary to adapt its content to new legal requirements.

In the event of one of the above reasons, the Seller will send information to the Customers, to the e-mail addresses provided by them in the Gallery, about the planned amendment to the Regulations along with the content of the new Regulations. The information will be sent to customers at least 14 days before the planned changes come into force.

2. A customer who does not accept the planned changes may terminate the Account creation agreement on the terms set out in § 20 of the Regulations. If the Customer does not terminate the Account creation agreement before the new version of the Regulations enters into force, then it becomes binding for the Customer on the date indicated as the date of entry into force of the new version of the Regulations.

3. Amendments to the Regulations do not apply to sales contracts concluded before the entry into force of the new version of the Regulations.

## IX. Final Provisions

### § 17

When using the Gallery and in correspondence with the Seller, it is forbidden to provide illegal content.

### § 18

Please be advised that at <http://ec.europa.eu/consumers/odr/> there is a platform for the online dispute resolution system concerning distance contracts between consumers and entrepreneurs. The platform is an access point for consumers and entrepreneurs who would like to take advantage of out-of-court settlement of consumer disputes regarding online transactions.

### § 19

The Regulations are available at the Seller's headquarters and on the website [www.galeriaartszo.pl](http://www.galeriaartszo.pl) (Sales tab).