

# Terms and Conditions

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## I. GENERAL PROVISIONS

**Please also read the letter to consumers ( letter to consumers – pdf file).**

1. Those terms and conditions shall govern the process of sales agreement conclusion between the Client and the Seller by utilizing remote communication means and by taking advantage of the [www.lovesaints.pl](http://www.lovesaints.pl) website.
2. Those Terms and Conditions shall be made constantly available on the website by the Seller, in a form allowing Clients to check and save their content.

## II. DEFINITIONS

1. **Seller** – LOVE SAINTS Agnes Frukacz. The entrepreneur shall have its business operation registered in the Central Registration and Information on Business kept by the Ministry of Economy under the following name: „LOVE SAINTS Agnes Frukacz” with its seat registered on Dąbrówki 10 Street in Katowice, Silesian Province. TIN no.: 6381656811, REGON no.: 243702350;  
Contact data:  
**Phone no.:** 32 348 39 73  
**E-mail address:** lovesaints.pl@gmail.com  
**Bank account no.:** 35 1030 0019 0109 8518 0633 4274
2. **Entrepreneur** – natural person, legal person, or an organizational unit not being a legal person, which is granted legal capacity by law and which manages a business undertaking on its own behalf,
3. **Consumer** – natural person performing acts in law involving the Entrepreneur, with the act not being directly connected with commercial or economic operation of the latter,
4. **Client** – Entrepreneur or Consumer,
5. **Terms and Conditions** – those Terms and Conditions,
6. **Shop** – online shop managed by the Seller, available at: [www.lovesaints.pl](http://www.lovesaints.pl),
7. **Newsletter** – Digital Service allowing the Ordering Party to subscribe and receive toll-free pieces of information from the Service Provider and relating to goods available in the Shop to an e-mail address provided by the Ordering Party.

## III. TYPES AND SCOPE OF DIGITAL SERVICES PROVIDED BY THE SHOP

1. Seller shall provide following services via the Shop:
  1. goods sale agreement conclusion,

2. Client's account management,
  3. Newsletter preparation and disclosure to the Client
2. Provision of the abovementioned services (discussed in III.1.1.) by the Seller shall be done in compliance with the provisions of those Terms and Conditions.
  3. Seller shall have the right to publish promotional materials in the Shop. They shall constitute an integral part of the Shop.
  4. Digital services discussed in III.1. provided by the Seller shall be toll-free.

#### **IV. TERMS OF CONCLUSION AND EXECUTION OF DIGITAL SERVICE PROVISION AGREEMENTS**

1. Digital service provision based on allowing users to conclude goods sale agreements shall have the form of specified-time agreements. The validity period of such agreements shall expire after order placement or order cancellation done by the Client.
2. Digital service provision based on managing Client's account shall have the form of an unspecified-time agreement.
3. Digital service provision based on allowing Client to access Newsletter shall have the form of an unspecified-time agreement.
4. In order to take the full advantage of the IT system used by the Seller, the following technical requirements shall be met:
  1. personal computer allowing for Internet access,
  2. Internet browser with Cookie files and Java scripts enabled,
  3. e-mail account access;
5. Client shall be required to use the Shop in compliance with the applicable law regulations, as well as provide factual, valid data.

#### **V. SALE AGREEMENT CONCLUSION TERMS**

1. While placing an order, the Client shall agree to purchase a particular item for the price specified in the description. Pieces of information available on the website of the Shop shall not be understood as commercial offers as defined by the Civil Code.
2. Offered goods shall be available for the specified gross prices.
3. Gross prices discussed above shall not include shipping price, which shall be calculated for every item individually. Each shipment type description shall inform the Client about the maximal amount of items covered by the specified shipping fee.

4. Promotional items may be available in a limited quantity. After they are all sold out, a given promotional offer shall be considered expired.
5. Client shall place an order by registering an account, adding desired goods to the cart, and confirming the order, which shall then be paid for.
6. Orders shall be realized on working days, during Shop's operation hours, meaning from 9 A.M. till 5 P.M. The Client shall be informed about the expected delivery date via e-mail.
7. All goods sold via the Shop shall have all the required certificates and attestations, as well as shall be allowed by law to be sold within the borders of the Republic of Poland.
8. After order placement, the Seller shall send the Client an order confirmation request in the form of an e-mail message. Order confirmation shall make the order binding and shall initiate the conclusion of a Client-Seller agreement. The message sent shall include information on all the ordered goods, information on the right to terminate the agreement, statement on terminating remotely concluded agreements, and a reference to those Terms and Conditions.
9. Each order shall be provided with a proof of purchase (a receipt or an invoice, depending on Client's request).

## **VI. PAYMENTS**

1. Goods shall be paid for within 7 working days from the moment of sale agreement conclusion.
2. Payment form shall be specified by the Client in the filled-in Shipment Form. The Seller shall accept following payment forms:
  1. Bank transfer – payment in advance to the bank account of the Seller. Bank account number shall be provided in point II.1
3. In the case of payments made in the form of bank transfer, ordered goods shall be sent after registering such payments on the bank account of the Seller.

## **VII. DELIVERY OF GOODS**

1. Goods shall be delivered in a way specified in the order.
2. Goods may be delivered by courier companies or by the Polish Post. All available delivery methods together with declared shipping dates shall be available on the website of the Shop.
3. For the ordered goods to be shipped, the Client shall prior fill in the Shipment form.
4. Shipments shall be realized within 7 to 14 working days.

## VIII. COMPLAINTS

1. Seller shall be held responsible for both physical and legal faults of goods sold, with regard to aspects specified in art. 556 and further of the Act of 23<sup>rd</sup> April 1964 on the Civil Code (The Journal of Laws of 1964 no. 16 pos. 93 with amendments).
2. Physical fault of a product shall be understood as a failure of an item sold to comply with the content of sales agreement concluded, meaning that such an item does not have features promised basing on its intended purpose. If such item does not have features promised by the Seller, is not suitable for its intended purposes but the Seller has not made any claims concerning such inconsistencies, the delivered item is incomplete or impossible to use properly, as well as is not compliant with the provided item photo or description, then it shall be understood as having a physical fault.
3. Legal fault of a products shall be identified when the product is owned by a third party, rights to its use and exploitation have been transferred to a third party, or its use is limited due to a decision or statement issued by a proper authority.
4. Responsibility for identified physical faults shall be considered binding for the period of 2 years from the moment of the Client collecting the faulty item.
5. Client shall send the faulty item back to the seat of the Seller together with the description of a physical or legal fault identified and the proof of purchase.
6. In other cases, as well as with regard to complaints relating to digital service provision, messages shall be sent to the e-mail address of the Seller or to Seller's seat.
7. Complaints shall be handled within 14 days from the moment of their collection.
8. If a given item is faulty, the Client may issue a price lowering or agreement termination statement, unless the Seller agrees to immediately replace the item for a new one or to remove the identified fault. This provision shall not apply if the item has already been replaced or fixed by the Seller or the Seller has not replaced or fixed the item immediately.
9. Instead of fault removal, the Consumer may request item replacement or may choose fault removal instead of item replacement, unless it is impossible to repair the faulty item to such an extent to meet the specification provided in the agreement or its replacement or fixing would require incurring excessive costs by the Seller.
10. In the case of accepting a complaint made by the Client being a Consumer, the Seller shall cover costs of item delivery and replacement.
11. Right to have a faulty item replaced or fixed shall expire after a year from the moment of fault identification. For Consumers, the said period shall be extended by another one year.
12. In the case of sales agreements concluded between Entrepreneurs, basing on 558 § 1 of the Civil Code, the parties shall release the Seller from any responsibility for physical and legal faults of items traded.

## **IX. AGREEMENT TERMINATION**

1. Consumer, according to the provisions of the Act of 30<sup>th</sup> May 2014 on Consumer Rights (The Journal of Laws of 2014, pos. 827, with amendments), may terminate the Agreement without providing a reason for doing so and without incurring any fee within 14 days from the moment of its conclusion.
2. Agreement termination shall be done by sending the Seller the form available below (**Annex no. 1**).
3. 14 day termination period shall start at the moment of item collection by the Consumer.
4. After Agreement termination, all payments made shall be returned to the Consumer no later than within 14 days from the moment of Consumer's notification collection. Payments shall be returned to Consumer's bank account.
5. Seller shall not be held responsible for returning any additional costs incurred by the Consumer and exceeding the cheapest method of item delivery offered by the Seller.
6. Consumer shall be obliged to return purchased goods to the Seller no later than within 14 days from the moment of agreement termination.
7. Consumer shall be held responsible for decreasing the value of purchased goods by using them in a way exceeding the use required to specify the purpose, nature, and condition of the purchased goods.
8. Right to terminate concluded agreements shall not be applicable in the case of agreements, the subject of which are items that can be easily broken, have a short expiry date, or which are sold in packages, after opening of which said items cannot be returned due to hygienic or safety reasons. This provision shall also apply to items made individually on Consumer's request.
9. Seller shall not cover return shipping-related costs.

## **X. ADDITIONAL PROVISION**

1. Those Terms and Conditions shall enter into force on 23.09.2016
2. Those Terms and Conditions, as well as agreements concluded with the Seller shall be compliant with the provisions of Polish law.
3. Those Terms and Conditions shall not nullify nor limit any rights of the Client being a Consumer which are granted to said party by law. In the case of deification of inconsistencies between the provisions of those Terms and Conditions and applicable law regulations, Consumer rights shall be governed by the latter.
4. If any part of those Terms and Conditions shall breach applicable law regulations, applicable provisions of Polish law shall govern issues discussed in such points.

5. All materials published on the [www.lovesaints.pl](http://www.lovesaints.pl) are copyrighted and are exclusively owned by the Seller. The Client shall be held responsible for any damages caused by unlawful use of such materials without Seller's explicit consent.
6. All provisions of those Terms and Conditions shall aim at clarifying rights and responsibilities of both the Seller and Clients rather than at their limitation or nullification.
7. All disputes between the Seller and the Client shall be settled by means of mediation. If it is impossible, then such disputes shall be settled by proper courts. The Client being a Consumer shall also be granted right to access extra-judicial settlement of consumer dispute methods, especially by issuing a request for mediation or requesting an arbitration court to settle the dispute (a proper application is available at: <http://www.uokik.gov.pl/download.php?plik=6223>). The index of consumer arbitration courts cooperating with Provincial Inspectorates of Trade Inspection is available at: [http://www.uokik.gov.pl/wazne\\_adresy.php#faq596](http://www.uokik.gov.pl/wazne_adresy.php#faq596). The consumer shall also have the right to seek help of a provincial (municipal) Consumer Advocate or a social organization, the statute of which assumes consumer protection.
8. In the case of disputes between the Seller and the Entrepreneur, a court having jurisdiction over Seller's seat shall settle such dispute.