

ONLINE STORE TERMS AND CONDITIONS ARTBALTICUM.PL

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The www.artbalticum.pl Online Store cares for the rights of consumers. The consumer may not waive the rights conferred on him by the Act on Consumer Rights. The provisions of the contracts less favorable to the consumer than the provisions of the Consumer Rights Act are invalid, and in their place the provisions of the Consumer Rights Act apply. Therefore, the provisions of these Regulations are not intended to exclude or limit any consumer rights conferred on them by mandatory provisions of law, and any possible doubts should be explained for the benefit of the consumer. In the event of any non-compliance of the provisions of these Regulations with the above provisions, these provisions shall prevail and should be applied.

1. GENERAL PROVISIONS

1.1. The online store available at www.artbalticum.pl is run by MARCIN BEDNARSKI running a business under the name ART BALTICUM MARCIN BEDNARSKI entered into the Central Register and Information on Economic Activity of the Republic of Poland kept by the minister responsible for economy, having: address of the place of business and address for delivery: ul. Kołodziejska 7 / 9E 80-836 Gdańsk, NIP: 5841276565, REGON: 220183310, e-mail address: artbalticum@interia.pl

1.2. These Regulations are addressed to both consumers and entrepreneurs using the Online Store, unless a given provision of the Regulations provides otherwise and is addressed only to consumers or entrepreneurs.

1.3. The administrator of personal data processed in connection with the implementation of the provisions of these Regulations is the Service Provider. Personal data is processed for purposes, to the extent and based on the principles set out in the privacy policy published on the Online Store website. Providing personal information is voluntary. Each person whose personal data is processed by the Service Provider has the right to inspect their content and the right to update and correct them.

1.4. Definitions:

1.4.1. WORKING DAY - one day from Monday to Friday, excluding public holidays.

1.4.2. REGISTRATION FORM - a form available in the Online Store that allows you to create an Account.

1.4.3. ORDER FORM - Electronic Service, an interactive form available in the Online Store that allows placing an Order, in particular by adding Products to the electronic basket and defining the terms of the Sales Agreement, including the method of delivery and payment.

1.4.4. CUSTOMER - (1) a natural person with full legal capacity, and in cases provided for by generally applicable regulations also a natural person with limited legal capacity; (2) legal person;

or (3) an organizational unit without legal personality, which the law recognizes legal capacity; - who has concluded or intends to conclude a Sales Agreement with the Seller.

1.4.5. CIVIL CODE - the Civil Code Act of April 23, 1964 (Journal of Laws 1964 No. 16, item 93, as amended).

1.4.6. ACCOUNT - Electronic Service, a collection of resources in the Service Provider's ICT system marked with an individual name (login) and password provided by the Service Recipient, in which the data provided by the Service Recipient and information about Orders placed by him in the Online Store are collected.

1.4.7. NEWSLETTER - Electronic Service, electronic distribution service provided by the Service Provider via e-mail, which allows all Service Recipients using it to automatically receive from the Service Provider cyclical content of subsequent editions of the newsletter containing information about Products, news and promotions in the Online Store.

1.4.8. PRODUCT - a movable item available in the Online Store which is the subject of the Sales Agreement between the Customer and the Seller.

1.4.9. TERMS AND CONDITIONS - these terms and conditions of the Online Store.

1.4.10. ONLINE STORE - the Service Provider's online store available at the Internet address: www.artbalticum.pl.

1.4.11. DEALER; SERVICE PROVIDER - MARCIN BEDNARSKI running a business under the name of ART BALTICUM MARCIN BEDNARSKI entered into the Central Register and Information on Economic Activity of the Republic of Poland kept by the minister responsible for economy, having: address of the place of business and address for service: ul. Kołodziejska 7 / 9E 80-836 Gdańsk, NIP: 5841276565, REGON: 220183310, e-mail address: artbalticum@interia.pl,

1.4.12. SALES CONTRACT - a Product sales contract concluded or concluded between the Customer and the Seller via the Online Store.

1.4.13. ELECTRONIC SERVICE - a service provided electronically by the Service Provider to the Service Recipient via the Online Store.

1.4.14. SERVICE RECIPIENT - (1) a natural person with full legal capacity, and in cases provided for by generally applicable regulations also a natural person with limited legal capacity; (2) legal person; or (3) an organizational unit without legal personality, which the law recognizes legal capacity; - using or intending to use the Electronic Service.

1.4.15. CONSUMER RIGHTS ACT, ACT - the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827 as amended)

1.4.16. ORDER - Customer's declaration of will submitted via the Order Form and aimed directly at concluding a Product Sales Agreement with the Seller.

2. ELECTRONIC SERVICES IN THE ONLINE STORE

2.1. The following Electronic Services are available in the Online Store: Account, Order Form and Newsletter.

2.1.1. Account - using the Account is possible after completing a total of three consecutive steps by the Customer - (1) completing the Registration Form, (2) clicking the "Create an account" field and (3) confirming the will to create an Account by clicking on the confirmation link sent automatically to the address provided e-mail. In the Registration Form, it is necessary for the Service User to provide the following data: name and surname / company name, address (street, house / flat number, zip code, city, country), e-mail address, contact telephone number and password. In the case of Customers who are not consumers, it is also necessary to provide the company name and tax identification number.

2.1.1.1. The Account Electronic Service is provided free of charge for an indefinite period. The Service Recipient may, at any time and without giving any reason, delete the Account (resign from the Account) by sending an appropriate request to the Service Provider, in particular via e-mail to the following address: artbalticum@interia.pl or in writing to the following address: ul. Kołodziejska 7 / 9E 80-836 Gdańsk.

2.1.2. Order Form - the use of the Order Form begins with the Customer adding the first Product to the electronic basket in the Online Store. Placing an Order takes place after the Customer completes

two consecutive steps - (1) completing the Order Form and (2) clicking the "Confirm purchase" field on the Online Store website after completing the Order Form - until then it is possible to modify the entered data (including follow the displayed messages and information available on the website of the Online Store). In the Order Form, it is necessary for the Customer to provide the following data about the Customer: name and surname / company name, address (street, house / flat number, zip code, city, country), e-mail address, contact telephone number and data regarding the Sales Agreement: Product (s), quantity of the Product (s), place and method of delivery of the Product (s), method of payment. In the case of customers who are not consumers, it is also necessary to provide the company name and tax identification number.

2.1.2.1. The Electronic Service Order Form is provided free of charge and is of a one-off nature and ends when the Order is placed through it or when the Customer ceases to place the Order through it earlier.

2.1.3. Newsletter - the use of the Newsletter takes place after providing the e-mail address to which subsequent editions of the Newsletter are to be sent in the "Newsletter" tab visible on the Online Store website and clicking the "Subscribe" field. You can also subscribe to the Newsletter by selecting the appropriate checkbox when creating an Account - upon creating the Account, the Customer is subscribed to the Newsletter.

2.1.3.1. The Newsletter Electronic Service is provided free of charge for an indefinite period. The Service Recipient may, at any time and without giving any reason, unsubscribe from the Newsletter (resign from the Newsletter) by sending a relevant request to the Service Provider, in particular via e-mail to the following address: artbalticum@interia.pl or in writing to the following address: ul. Kołodziejska 7 / 9E 80-836 Gdańsk.

2.2. Technical requirements necessary for cooperation with the ICT system used by the Service Provider: (1) a computer, laptop or other multimedia device with Internet access; (2) access to electronic mail; (3) Internet browser: Mozilla Firefox version 17.0 and higher or Internet Explorer version 10.0 and higher, Opera version 12.0 and higher, Google Chrome version 23.0. and higher, Safari version 5.0 and higher, Microsoft Edge version 25.10586.0.0 and higher; (4) recommended minimum screen resolution: 1024x768; (5) enabling cookies and Javascript support in the web browser.

2.3. The Service Recipient is obliged to use the Online Store in a manner consistent with the law and morality, with respect for the personal rights and copyrights and intellectual property of the Service Provider and third parties. The Service Recipient is obliged to enter data consistent with the facts. The Service Recipient is prohibited from providing illegal content.

2.4. Complaint procedure:

2.4.1. Complaints related to the provision of Electronic Services by the Service Provider and other complaints related to the operation of the Online Store (excluding the Product complaint procedure, which is indicated in point 6 of the Regulations), the Customer may submit, for example:

2.4.2. in writing to the following address: ul. Kołodziejska 7 / 9E 80-836 Gdańsk;

2.4.3. in electronic form via e-mail to the following address: artbalticum@interia.pl;

2.4.4. It is recommended that the Service Recipient provide in the complaint description: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of the occurrence of irregularities; (2) the Service Recipient's requests; and (3) contact details of the person submitting the complaint - this will facilitate and accelerate the consideration of the complaint by the Service Provider. The requirements set out in the preceding sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.

2.4.5. The response to the complaint by the Service Provider takes place immediately, not later than within 14 calendar days from the date of its submission.

3. CONDITIONS FOR CONCLUDING A SALE AGREEMENT

3.1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed an Order using the Order Form in the Online Store in accordance with point 2.1.2 of the Regulations.

3.2. The Product price shown on the Online Store website is given in Polish zlotys and includes taxes. The total price including taxes of the Product being the subject of the Order, as well as delivery costs (including charges for transport, delivery and postal services) and other costs, and if the amount of these fees cannot be determined - the Customer is informed about the obligation to pay them. on the website of the Online Store when placing an Order, including when the Customer expresses his will to be bound by the Sales Agreement.

3.3. The procedure for concluding a Sales Agreement in the Online Store using the Order Form

3.3.1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed an Order in the Online Store in accordance with point 2.1.2 of the Regulations.

3.3.2. After placing the Order, the Seller immediately confirms its receipt and at the same time accepts the Order for execution. Confirmation of receipt of the Order and its acceptance for implementation takes place by sending the Customer an appropriate e-mail to the Customer's e-mail address provided when placing the Order, which contains at least the Seller's declaration of receipt of the Order and its acceptance for implementation and confirmation of the conclusion of the Sales Agreement. Upon receipt of the above e-mail by the Customer, a Sales Agreement is concluded between the Customer and the Seller.

3.4. Consolidation, security and making available to the Customer the content of the concluded Sales Agreement takes place by (1) providing these Regulations on the Online Store website and (2) sending the Customer the e-mail message referred to in point 3.3.2. Of the Regulations. The content of the Sales Agreement is additionally recorded and secured in the IT system of the Seller's Online Store.

4. METHODS AND TERMS OF PAYMENT FOR THE PRODUCT

4.1. The Seller provides the Customer with the following payment methods under the Sales Agreement:

4.1.1. Payment by bank transfer to the Seller's bank account.

4.1.2. Electronic payments and payments with Visa, Visa Electron, MasterCard, MasterCard, MasterCard Electronic, Maestro payment cards via PayU.pl - possible current payment methods are specified on the Online Store website in the information tab on payment methods and on the website <http://www.payu.pl>

4.1.2.1. Settlements of transactions with electronic payments and payment cards are carried out in accordance with the Customer's choice via the PayU.pl website. The service of electronic payments and payment cards is provided by:

4.1.2.1.1. PayU SA with its registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 186, national payment institution, supervised by the Polish Financial Supervision Authority, entered into the Payment Services Register under the number IP1 / 2012, entered into the Register of Entrepreneurs kept by the District Court in Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under the number KRS 0000274399, with a share capital of PLN 4,944,000, fully paid up, with a tax identification number NIP: 779-23-08-495, REGON 300523444.

4.2. Date of payment:

4.2.1. If the Customer selects payment by bank transfer, electronic payment or payment by credit card, the Customer is obliged to make the payment within 3 calendar days from the date of the Sale Agreement.

5. COST, METHODS AND DATE OF DELIVERY AND RECEIPT OF THE PRODUCT

5.1. Product delivery is also available outside the territory of the Republic of Poland.

5.2. The delivery of the Product to the Customer is payable, unless the Sales Agreement provides otherwise. Product delivery costs (including charges for transport, delivery and postal services) are indicated to the Customer on the Online Store's website in the information tab on delivery costs and when placing the Order, including when the Customer expresses his will to be bound by the Sales Agreement.

5.3. Personal collection of the Product by the Customer is free of charge.

5.4. The Seller provides the Customer with the following methods of Product delivery or collection:

5.4.1. Parcel post.

5.4.2. Courier delivery.

5.4.3. Pickup in person available at: ul. Kołodziejska 7 / 9E 80-836 Gdańsk - every day, excluding public holidays, from 10:30 to 18:30.

5.5. The deadline for delivery of the Product to the Customer is up to 8 Business Days, unless a shorter period is specified in the description of the Product or when placing the Order. In the case of Products with different delivery times, the delivery date is the longest given date, which, however, may not exceed 8 Business Days. The start of the period for delivery of the Product to the Customer is counted as follows:

5.5.1. If the Customer chooses the method of payment by bank transfer, electronic payment or payment card - from the date of crediting the Seller's bank account or settlement account.

5.6. Deadline for the Product to be picked up by the Customer - if the Customer selects a personal Product collection, the Product will be ready for collection by the Customer within 3 Business Days, unless a shorter period is specified in the description of the Product or when placing the Order. In the case of Products with different terms of readiness for collection, the term of readiness for collection is the longest term provided, which, however, may not exceed 3 Business Days. The Customer will be additionally informed by the Seller about the readiness of the Product for collection. The beginning of the period of readiness of the Product for collection by the Customer is counted as follows:

5.6.1. If the Customer chooses the method of payment by bank transfer, electronic payment or payment card - from the date of crediting the Seller's bank account or settlement account.

5.6.2. If the Customer chooses cash on delivery - from the date of the Sale Agreement.

6. PRODUCT COMPLAINT

6.1. The basis and scope of the Seller's liability towards the Customer, if the sold Product has a physical or legal defect (warranty), are defined by generally applicable laws, in particular in the Civil Code (in particular in Articles 556-576 of the Civil Code). For Sales Agreements concluded until December 24, 2014, the basis and scope of the Seller's liability towards the Customer who is a natural person who purchases the Product for purposes not related to professional or business activity, due to the Product's non-compliance with the Sales Agreement, are defined by generally applicable law, in particular the Act of July 27, 2002 on special terms of consumer sales and amending the Civil Code (Journal of Laws 2002, No. 141, item 1176, as amended).

6.2. The Seller is obliged to provide the Customer with a Product without defects. Detailed information on the Seller's liability for a Product defect and the Customer's rights are set out on the Online Store website in the complaint information tab.

6.3. The complaint may be submitted by the customer, for example:

6.3.1. in writing to the following address: ul. Kołodziejska 7 / 9E 80-836 Gdańsk;

6.3.2. in electronic form via e-mail to the following address: artbalticum@interia.pl;

6.4. It is recommended that the Customer provide in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of the defect; (2) demand a method of bringing the Product into compliance with the Sales Agreement or a declaration of price reduction or withdrawal from the Sales Agreement; and (3) contact details of the person submitting the complaint - this will facilitate and speed up the consideration of the complaint by the Seller. The requirements set out in the preceding sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.

6.5. The Seller will respond to the Customer's complaint immediately, no later than within 14 calendar days from the date of its submission. If the Customer who is a consumer has requested replacement of the item or removal of the defect, or submitted a price reduction statement, specifying the amount by which the price is to be reduced, and the Seller has not responded to this request within 14 calendar days, it is considered that the request was considered justified .

6.6. The customer who exercises the rights under the warranty is obliged to deliver the defective Product to the following address: ul. Kołodziejska 7 / 9E, 80-836 Gdańsk. In the case of a Customer who is a consumer, the cost of delivering the Product is borne by the Seller, in the case of a Customer who is not a consumer, the cost of delivery is borne by the Customer. If, due to the type of the Product or the method of its installation, the delivery of the Product by the Customer would be excessively difficult, the Customer is obliged to make the Product available to the Seller in the place where the Product is located.

7. EXTRAJUDICIAL METHODS OF SETTLING COMPLAINTS AND PURSUING CLAIMS, AS WELL AS RULES OF ACCESS TO THESE PROCEDURES

7.1. Detailed information on the possibility for the Customer who is a consumer to use out-of-court complaint and redress methods and the rules of access to these procedures are available on the website of the Office of Competition and Consumer Protection at:

https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php.

7.2. There is also a contact point at the President of the Office of Competition and Consumer Protection (phone: 22 55 60 333, email: kontakt.adr@uokik.gov.pl or a written address: Plac Powstańców Warszawy 1, 00-030 Warsaw.), Whose task is inter alia, providing assistance to consumers in matters related to out-of-court settlement of consumer disputes.

7.3. The consumer has the following exemplary possibilities of using out-of-court complaint and redress methods: (1) application for dispute resolution to a permanent consumer arbitration court (more information at: <http://www.spsk.wiih.org.pl/>); (2) an application for an out-of-court dispute resolution to the provincial inspector of Trade Inspection (more information on the website of the inspector competent for the place of business by the Seller); and (3) assistance of a powiat (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers). Advice is provided, inter alia, by e-mail at tips@dlakonsumentow.pl and at the consumer helpline number 801 440 220 (the hotline is open on Working Days, from 8:00 to 18:00, connection fee according to the operator's tariff).

7.4. At the address <http://ec.europa.eu/consumers/odr>, there is an online platform for resolving disputes between consumers and entrepreneurs at the EU level (ODR platform). The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or a contract for the provision of services (more information on the website of the platform itself or at the website of the Office of Competition and Consumer Protection : https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php).

8. RIGHT TO WITHDRAW FROM THE AGREEMENT

(APPLIES TO SALE AGREEMENTS CONCLUDED FROM 25 DECEMBER 2014)

8.1. A consumer who has concluded a distance contract may, within 14 calendar days, withdraw from it without giving a reason and without incurring costs, except for the costs specified in point 8.8 of the Regulations. To meet the deadline, it is enough to send a statement before its expiry. The declaration of withdrawal from the contract may be submitted, for example:

8.1.1. in writing to the following address: ul. Kołodziejska 7 / 9E 80-836 Gdańsk

8.1.2. in electronic form via e-mail to the following address: artbalticum@interia.pl;

8.2. An exemplary model withdrawal form is included in Annex 2 to the Consumer Rights Act and is additionally available in point 11 of the Regulations. The consumer may use the form template, but it is not obligatory.

8.3. The period for withdrawal from the contract begins:

8.3.1. for a contract in the performance of which the Seller issues the Product, being obliged to transfer its ownership (e.g. Sales Agreement) - from taking the Product into possession by the consumer or a third party designated by him other than the carrier, and in the case of a contract which: (1) includes many Products that are delivered separately, in batches or in parts - from taking possession of the last Product, batch or part, or (2) consists in the regular delivery of Products for a specified period - from taking possession of the first of the Products;

8.3.2. for other contracts - from the date of the contract.

8.4. In the event of withdrawal from a distance contract, the contract is considered void.

8.5. The Seller is obliged to immediately, not later than within 14 calendar days from the date of receipt of the consumer's statement on withdrawal from the contract, return to the consumer all payments made by him, including the cost of delivery of the Product (except for additional costs resulting from the method of delivery chosen by the Customer other than the cheapest standard delivery method available in the Online Store). The seller refunds the payment using the same method of payment as used by the consumer, unless the consumer has expressly agreed to a different method of return, which does not involve any costs for him. In the case of making a payment using a payment card, the refund will be made to the bank account assigned to the payment card with which the payment was made. If the Seller has not offered to collect the Product from the consumer himself, he may withhold the reimbursement of payments received from the consumer until the Product is returned or the consumer provides proof of its return, whichever occurs first.

8.6. The consumer is obliged to immediately, no later than within 14 calendar days from the date on which he withdrew from the contract, return the Product to the Seller or hand it over to a person authorized by the Seller for pickup, unless the Seller has offered to collect the Product himself. To meet the deadline, it is enough to return the Product before its expiry. The consumer may return the Product to the following address: ul. Kołodziejska 7 / 9E 80-836 Gdańsk.

8.7. The consumer is responsible for reducing the value of the Product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product.

8.8. Possible costs related to the consumer's withdrawal from the contract, which the consumer is obliged to bear:

8.8.1. If the consumer has chosen a Product delivery method other than the cheapest standard delivery method available in the Online Store, the Seller is not obliged to refund the additional costs incurred by the consumer.

8.8.2. The consumer bears the direct costs of returning the Product.

8.8.3. In the case of a Product that is a service, the performance of which - at the express request of the consumer - began before the deadline to withdraw from the contract, the consumer who exercises the right to withdraw from the contract after submitting such a request, is obliged to pay for the services fulfilled until the withdrawal from the contract. The amount of the payment is calculated in proportion to the scope of the service provided, taking into account the price or remuneration agreed in the contract. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the service provided.

8.9. The right to withdraw from a distance contract is not available to the consumer in relation to contracts:

8.9.1. (1) for the provision of services, if the Seller has fully performed the service with the express consent of the consumer, who was informed before the commencement of the service that after the performance of the service by the Seller, he will lose the right to withdraw from the contract; (2) where the price or remuneration depends on fluctuations in the financial market, over which the Seller has no control, and which may occur before the deadline to withdraw from the contract; (3) 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; (4) in which the subject of the service is a Product that deteriorates quickly or has a short shelf life; (5) 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 package has been opened after delivery; (6) in which the subject of the service are Products that after delivery, due to their nature, are inseparably connected with other things; (7) in which the subject of the service are alcoholic beverages, the price of which was agreed upon conclusion of the Sales Agreement, and the delivery of which may take place only after 30 days, and the value of which depends on fluctuations in the market over which the Seller has no control; (8) in which the consumer has expressly requested the Seller to come to him for urgent repair or maintenance; if the Seller provides additional services

other than those requested by the consumer, or provides Products other than spare parts necessary for repair or maintenance, the consumer has the right to withdraw from the contract with regard to additional services or Products; (9) in which the subject of the service are sound or visual recordings or computer software delivered in a sealed package, if the package has been opened after delivery; (10) for the delivery of newspapers, periodicals or magazines, with the exception of a subscription agreement; (11) concluded through a public auction; (12) for the provision of accommodation services other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract indicates the day or period of service provision; (13) for the delivery of digital content that is not recorded on a tangible medium, if the performance began with the consumer's express consent before the deadline to withdraw from the contract and after informing the Seller about the loss of the right to withdraw from the contract.

9. PROVISIONS CONCERNING ENTREPRENEURS

9.1. This section of the Regulations and the provisions contained therein apply only to Customers and Service Users who are not consumers.

9.2. The Seller has the right to withdraw from the Sales Agreement concluded with the Customer who is not a consumer within 14 calendar days from the date of its conclusion. Withdrawal from the Sales Agreement in this case may take place without giving a reason and does not give rise to any claims on the part of the Customer who is not a consumer against the Seller.

9.3. In the case of Customers who are not consumers, the Seller has the right to limit the available payment methods, including requiring a prepayment in whole or in part, regardless of the payment method chosen by the Customer and the fact of concluding the Sales Agreement.

9.4. Upon the release of the Product by the Seller to the carrier, the benefits and burdens associated with the Product and the risk of accidental loss or damage to the Product are transferred to the Customer who is not a consumer. In such a case, the Seller shall not be liable for any loss, defect or damage to the Product arising from its acceptance for transport until its delivery to the Customer and for delay in transporting the shipment.

9.5. If the Product is sent to the Customer via a carrier, the Customer who is not a consumer is obliged to inspect the parcel in time and in the manner accepted for such parcels. If it finds that the Product has been lost or damaged during transport, it is obliged to perform all actions necessary to determine the liability of the carrier.

9.6. According to Art. 558 § 1 of the Civil Code, the Seller's liability under the warranty for the Product towards the Customer who is not a consumer is excluded.

9.7. In the case of Customers who are not consumers, the Service Provider may terminate the contract for the provision of Electronic Services with immediate effect and without giving reasons by sending the Customer an appropriate statement.

9.8. The liability of the Service Provider / Seller towards the Service Recipient / Customer who is not a consumer, regardless of its legal basis, is limited - both as part of a single claim, as well as for all claims in total - up to the amount of the price paid and delivery costs under the Sales Agreement, but not more than up to the amount of PLN 1,000. The Service Provider / Seller is liable to the Service Recipient / Customer who is not a consumer only for typical damages predictable at the time of concluding the contract and is not responsible for the lost benefits in relation to the Service Recipient / Customer who is not a consumer.

9.9. Any disputes arising between the Seller / Service Provider and the Customer / Service Recipient who is not a consumer shall be submitted to the court having jurisdiction over the seat of the Seller / Service Provider.

10. FINAL PROVISIONS

10.1. Agreements concluded via the Online Store are concluded in Polish.

10.2. Changing the Regulations:

10.2.1. The Service Provider reserves the right to amend the Regulations for important reasons, that is: changes in the law; changes in payment and delivery methods - to the extent to which these changes affect the implementation of the provisions of these Regulations.

10.2.2. In the event of concluding continuous contracts on the basis of these Regulations (e.g. provision of Electronic Services - Account), the amended regulations bind the Service Recipient if the requirements specified in art. 384 and 384 [1] of the Civil Code, that is, the Service Recipient has been properly informed about the changes and has not terminated the contract within 14 calendar days from the date of notification. In the event that the amendment to the Regulations results in the introduction of any new fees or an increase in the existing fees, the Service Recipient who is a consumer has the right to withdraw from the contract.

10.2.3. In the event of concluding, on the basis of these Regulations, contracts of a different nature than continuous contracts (e.g. Sales Agreement), amendments to the Regulations will not in any way infringe the acquired rights of Service Recipients / Customers who are consumers before the effective date of the amendments to the Regulations, in particular no amendments to the Regulations impact on already placed or placed Orders and concluded, implemented or performed Sales Agreements.

10.3. In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the Act on the provision of electronic services of July 18, 2002 (Journal of Laws 2002, No. 144, item 1204, as amended); for Sales Agreements concluded until December 24, 2014 with Customers who are consumers - the provisions of the Act on the protection of certain consumer rights and liability for damage caused by a dangerous product of March 2, 2000 (Journal of Laws of 2000 No. 22, item 271, as amended) and the Act on special terms of consumer sales and amending the Civil Code of July 27, 2002 (Journal of Laws of 2002, No. 141, item 1176, as amended); for Sales Agreements concluded from December 25, 2014 with Customers who are consumers - the provisions of the Act on consumer rights of May 30, 2014 (Journal of Laws of 2014, item 827, as amended); and other relevant provisions of generally applicable law.

11. SPECIMEN FORM OF WITHDRAWAL FROM THE CONTRACT (ANNEX NUMBER 2 TO THE ACT ON CONSUMER RIGHTS)

Model withdrawal form

(this form should be completed and returned only if you wish to withdraw from the contract)

- Recipient:

ART BALTICUM MARCIN BEDNARSKI

ul. Kołodziejska 7 / 9E, 80-836 Gdańsk

artbalticum.pl

artbalticum@interia.pl

- I / We (*) hereby inform / inform (*) about my / our withdrawal from the contract of sale of the following items (*) contract for the supply of the following items (*) contract for specific work consisting in the performance of the following items (*) / for the provision of the following service (*)

- Date of conclusion of the contract (*) / receipt (*)

- Name and surname of the consumer (s)

- Address of the consumer (s)

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

- Date

(*) Delete as appropriate.