Terms and conditions

Terms and conditions of online store and provision of electronic services

§1

General provisions

1. These terms and conditions set out the general terms and conditions of using the online store and methods of provision of electronic services and sales conducted by www.pajakpolska.pl online store owned by the company Producent Sprzętu Sportowego PAJAK SPORT Piotr Pajkowski Pajak, located in Kraków at Cmentarna 5 A, 30-384 Kraków, Poland, NIP: 6762344260, REGON: 120326000, entered into the Entrepreneurs' Register of the National Court Register under the number KRS 0000327242, Cmentarna 5 A, 30-384, Kraków, Poland, NIP 676-234-42-60.
2. The owner of the www.pajakpolska.pl online store is a company Producent Sprzętu Sportowego PAJAK SPORT Piotr Pajkowski Pajak with its registered office at Cmentarna 5 A, 30-384 Kraków, Poland, NIP: No. 676-234-42-60.
3. The Seller runs a business on the territory of the Republic of Poland, but also sells outside Poland.
4. The regulations are continuously available on the website free of charge in a manner that allows you to obtain, reproduce, save and print its contents any time.

§2

Definitions

1. In these Terms and Conditions, the terms shall have the following meaning:

   a Business days refer to all days of the week from Monday to Friday, excluding public holidays;

   b Item means either a merchandise, in the form of the Seller's proprietary goods available in the online store, available for certain purchase, or a service, in the form of the Seller's proprietary service available in the online store, which may be required and described in the form of a separate order form;

   c personal data means any information relating to an identified or identifiable natural person, in accordance with Article 4(1) of the Act of April 10, 1964 of the Civil Code, and in accordance with Article 4(1) of the Act of April 29, 1964 of the Civil Code, and in accordance with Article 4(1) of the Act of April 29, 1964 of the Civil Code, which is a natural person whose data is processed when conducting sales and provisioning;

   d Customer refers to a natural person who, under Civil law and other legal provisions, can make and conclude transactions and acts, in accordance with Article 22 of the Act of April 29, 1964 of the Civil Code, and in accordance with Article 22 of the Act of April 29, 1964 of the Civil Code, which is a natural person who is capable of legal actions and has full capacity to perform legal actions;

   e Account refers to an individual administrative panel assigned to a Customer in the Seller's database, with registration and logging into the Store, and which allows the Customer, which is the intended recipient of the Service, to place orders, manage his personal data, and to use other services provided by the Seller electronically;

   f Shopping basket means a functionality of the Store, which allows the Customer to place orders for the Items offered in the Store, including information about the quantity and type of the Items, and information about the delivery address, invoice details, method of delivery and method of payment;

   g Products refers to the Seller's products; a. Resist your soulmate for Her; b. Resist your soulmate for Him;

   h Terms and Conditions means these terms and conditions;

   i Online Store means an online store operated by the Seller at www.pajakpolska.pl and by the Seller, where customers can purchase products and get information about them;

   j Seller means a company Producent Sprzętu Sportowego PAJAK SPORT Piotr Pajkowski Pajak, with its seat at Cmentarna 5 A, 30-384 Kraków, Poland, NIP: 676-234-42-60, e-mail address: info@pajakpolska.pl;

   k Contract refers to a sales contract concluded between the client and the Seller, in accordance with the Terms and Conditions;

   l Service – a service provided by the Seller; a service possible to order in the Store, or a service, which is purchased on the website or which is offered free of charge, but is caused by human action and is provided to the Customer, but is caused by human action and is provided to the Customer, in particular:

   m Client – a natural person, legal person or organizational unit without legal personality, who uses the service provided electronically;

   n Order – Customer's declaration of will aimed at concluding a sales contract. The statement should include, in particular, the type and quantity of goods.

§3

Services provided electronically

1. The Seller provides the following electronic services and, in particular, makes available the following:
   a. information related to the activities of the Seller; including the range of products offered in the Online Store that can be purchased and the use of the Online Store available in case of order Products;
   b. informational and marketing content in the form of Newsletter when the User agrees to receive and Switcher Commercial Information electronically. Newsletter sign up form available on the website;
   c. the possibility of setting up a Customer Account, entering and updating his/her data, viewing Orders, sharing documents and posting opinions and comments on the website, in the Customer Account;
   d. maintaining Customer's orders and Order Services.
2. Commencing the use of services on the Online Store shall be tantamount to acceptance of these Terms and Conditions. The Agreement for the provision of Electronic Services is concluded for an indefinite period of time with regard to:
   a. the services from section 2 to 5 from the moment of starting using the or store, and in case of Online Nature – from the moment of clicking on the Icons relating to use;
   b. the services from section 2 to 5 from the moment of signing up for Newsletter by the User. The User may unsubscribe from the Newsletter any time by clicking on the unsubscribe link included in the e-mail or sent an unsubscribe request to: info@pajakpolska.pl;
   c. the services from point 2 to after setting up a Customer Account on the Website;
   d. the services from Section 2 to 5 after placing an Order for the Products.
3. The use of the or store is equivalent to making the following statements by the User:
   a. I have reasonably planned my use the or store;
   b. The data provided in the registration application before setting up a Customer Account or the order form is true;
   c. In order to receive the or store information, information from the Newsletter related to the services provided on the website, as well as information about deadlines, changes or technical interruptions in the operation of the website;
   d. I agree to receive the or store and other electronic messages from the Seller, in accordance with the Terms and Conditions.
4. The Seller is not liable for lost or damaged data, or for any other damage, which is not the fault of the Seller, but is caused by normal wear and tear, force majeure, or other reasons beyond the control of the Seller, in accordance with the Terms and Conditions.

§4

Technical requirements

1. The Seller provides the following minimum requirements, and in particular, makes available the following:
   a. information related to the activities of the Seller; including the range of products offered in the Online Store that can be purchased and the use of the Online Nature available in case of order Products;
   b. informational and marketing content in the form of Newsletter when the User agrees to receive and Switcher Commercial Information electronically. Newsletter sign up form available on the website;
   c. the possibility of setting up a Customer Account, entering and updating his/her data, viewing Orders, sharing documents and posting opinions and comments on the website, in the Customer Account;
   d. maintaining Customer's orders and Order Services.
2. Commencing the use of services on the Online Store shall be tantamount to acceptance of these Terms and Conditions. The Agreement for the provision of Electronic Services is concluded for an indefinite period of time with regard to:
   a. the services from section 2 to 5 from the moment of starting using the or store, and in case of Online Nature – from the moment of clicking on the Icons relating to use;
   b. the services from section 2 to 5 from the moment of signing up for Newsletter by the User. The User may unsubscribe from the Newsletter any time by clicking on the unsubscribe link included in the e-mail or sent an unsubscribe request to: info@pajakpolska.pl;
   c. the services from point 2 to after setting up a Customer Account on the Website;
   d. the services from Section 2 to 5 after placing an Order for the Products.
3. The use of the or store is equivalent to making the following statements by the User:
   a. I have reasonably planned my use the or store;
   b. The data provided in the registration application before setting up a Customer Account or the order form is true;
   c. In order to receive the or store information, information from the Newsletter related to the services provided on the website, as well as information about deadlines, changes or technical interruptions in the operation of the website;
   d. I agree to receive the or store and other electronic messages from the Seller, in accordance with the Terms and Conditions.
4. The Seller shall ensure that the following results note are used:
   a. the HTTPS (or secure) internet connection ensuring encryption of communication, authentication of the parties and data integrity;
   b. authentication to access to Customer Account protected by a combination of the Customer's login and password – the password, any strong password;
   c. technical infrastructure to prevent where the Service is hosted ensures the security of both the application itself as well as the collected data by: the use of specialized equipment, an application server and database server, and a firewall, and a data and network security security, e.g. antivirus programmes eliminating malicious code;
   d. Threats to protect the website against unauthorized access from the Internet;
   e. security audits – the software used is constantly monitored for errors, which helps eliminate possible breaking into the server.
5. All content and graphic images of the Online Store's website are the intellectual property of the Seller and are subject to legal protection. The Seller reserves the right to take legal action in case of copyright infringement.
6. The Customer is not entitled and obliged to use the Online Store's website in accordance with its purpose and principles.
7. The Customer is obliged to refrain from any activity that could affect the proper functioning of the website, including, in particular, any interference with its contents or technical structure, or any other activity that could cause damage to the Seller or third parties. The Customer is also obliged to refrain from uploading any files that may contain viruses or any other computer software, commercial advertising, promotional or political activities on the website.
8. The Customer acknowledges that using the Internet may involve some risks in the form of damage as a result of hacking or jamming on the Internet, or processes hacking the Customer's IT operation or processed by third parties or infecting the Customer's IT system with viruses. The Seller is not responsible for such damage and the Customer acknowledges the risks and threats indicated by the Customer and the Seller described during visits to pages established on the company's website.
9. The Seller reserves the right to suspend the operations of the or store temporarily in order to perform maintenance, development and modernization works.

§5

Registration and signing in – creating a Customer Account

1. When placing an Order in the or Store, the Customer may but is not obliged to register with the Store by setting up a Customer Account so that the Parties does not have to fill in personal details each time they place an Order. Required personal data is indicated in the relevant form.
2. The Customer may also register on the website without placing an Order in order to register. The Customer should enter the Contact Account tab on the store website, or click the appropriate icon, and then enter the required data, such as: name, surname, e-mail address, password, and address, and then click and select delivery method and payment.
3. Giving consent to these Terms and Conditions and providing personal data mandatory is a condition of the registration.
4. A Customer has to click on the link in the e-mail sent to the address provided by him/her to confirm the registration. Once the registration is confirmed an agreement for the account maintenance is concluded between the Customer and the Seller, and the Customer is the provision of services by the Store under the terms and conditions hereof.
5. Once the registration is completed the Customer can log into the or Store using his / their address and password provided during registration. The password is confidential and the Customer is obliged not to disclose it to third parties.
6. Registration in the or Store as well as using the / Items services are free of charge.
7. Each User may have one Customer Account in the Online Store. Customer's Account is non-transferable. The Customer is not allowed to use other Customer's accounts and let other persons use his/her Account, including paid services.
8. The contract for the provision of electronic services consisting in maintaining the Account is concluded for an indefinite period of time. The Customer may terminate the contract for the provision of services by deleting the Account. The request to delete the Account should be sent to the Seller by e-mail to the address: info@pajakpolska.pl or by clicking on the Remove Account button available in the Customer's Account power after signing in.
9. The Contract for the provision of electronic services may be terminated or dismissed by mutual consent of the parties and shall not affect the performance of the already concluded Sales Contracts unless the parties agree otherwise.

§6

Terms and conditions of sale

1. All products available on the pajakpolska.pl are brand-new, fire-proof and always-legal items, and have been legally launched into the Polish market. Browsing through the or store's range of products and placing orders by the Customer does not require registration.
2. The Customer may place orders in the or Store 24 hours a day, 7 days a week. The Seller may from time to time temporarily or order as please and conclude a Sales Contract in accordance with the Terms and Conditions, depending on the availability of the Products and the Seller's status. Sales Contracts cannot be concluded in other ways than those provided only if the Customer accepts these Terms and Conditions. The Privacy Policy and provides the personal data required to complete the Order.
3. The Customer selects the Products by adding them to the Basket, and then selects a method of delivery and payment. The Customer acknowledges the order form and ordering the Seller with, obligation to pay Number.
4. In order to place an order in the or Store it possible after signing in. In case of signed Customers, Customer hands over and accept these Terms and Conditions and provide personal data required to complete the Order. Such Customers have the option to create an Account when placing an Order.
5. Sales Contracts are concluded in Polish. Purchase a day, seven 24 a day and seven.
6. When placing an Order the Customer can modify the data entered and change products in the Basket prior to the Basket purchase. Seller shall notify Customer e.g. it is necessary to follow the instructions and information displayed in the website.
7. Upon the Customer transmit of necessary data, a summary of the Order shall appear. The Order summary shall contain information on:
   a. the subject of the Order (products ordered);
   b. price per each ordered product;
   c. delivery costs;
   d. total amount to be paid for the entire Order;
   e. selected payment method;
   f. selected way of delivery;
   g. estimated time of delivery (completion of the Order).
8. Placing an Order by the Customer constitutes an offer to conclude a Contract.
9. If Products are available the Customer receives Confirmation of Order acceptance by e-mail containing the first confirmation of the Order. Indicated in the service is also the Customer's right to withdraw from the Contract, in accordance with the provisions of these Terms and Conditions and the provisions of the Consumer Rights Act. If impossible to contact the Customer due to incorrect phone number or e-mail address, the Order shall be cancelled within 30 days from the date of its submission.
10. As soon as the Confirmation of Order Acceptance is sent to the Customer, the Contract of Sale shall be deemed concluded.

§7

Prices and methods of payment

1. The web pages of the / Store contain information about the Products and Services together with their prices and sum per piece your orders there. The prices are gross prices (including all taxes and fees, including VAT) and are valid for the duration of the Order. The price of the Product does not include the cost of delivery, which is borne by the Customer and is an intelligence. A price that is made in electronic form or in hard copy when shipping goods to the Consumer, at a request of a Consumer, the Seller shall provide a detailed breakdown of the price.
2. The prices of Products in the / Store do not include delivery costs.
3. When the goods come in different sizes, colors, sizes, weight, length, then the price may vary depending on the number. In such cases, the price of the optional Product is shown next to the selected variant, or in the case of no selection, the price of the cheapest option is shown.
4. The Seller reserves the right to change prices of Products in the / Store. In case the Customer requires the Seller, only one week period preceding the order changes, therefore in accordance with the provisions of the Civil Code and other laws but such changes shall not affect the rights of persons who have concluded Sales Agreements before the date of the price change. The Customer shall be informed of the price change in the form of a message sent to the e-mail address provided by the Customer. The Customer shall pay the Seller shall pay the Customer about the price increase payable within 30 days from the date of receipt by the Seller the Products are included in a bill. If data on the Internet has more than 30 days.
5. The prices of delivery are specified in the Delivery and Shipping tab on the webpage of the / Store and depend on the method of delivery selected by the Customer. The other costs are the cost of a bank. The delivery costs shall be borne entirely by the Customer.
6. Types of payment available:
   a. by ordering bank transfer to the Seller's bank account - PKO BANK POLSKI S.A. SPOŁKA AKCYJNA ul. Puławska 2, 02-566 Warszawa, Poland, IBAN: PL 10 1020 1026 0000 0202 0000 0000 – Swift code: PKOPPLPW;
   b. cash on delivery – Customer pays a cash sum the amount addressed on page the shop or hand office in case of delivery the shop;
   c. by credit or debit cards or bank transfer with Payu:

   Payu is a company that has been entered into the register of entrepreneurs that conducts the National Court Register under the District Court in Poznań – Nowe Miasto and Rogatka Division of the National Court Register, under the number KRS 0000274399, with the share capital of PLN 1,000,000.00, NIP 7792308326, REGON 300523444 (hereinafter: "PayU"), which is a payment institution within the meaning of the Act of November 19, 2009 on payment services (consolidated text: Journal of Laws of 2019, item 628, as amended) in particular Article 59 paragraph 1 of the Act of November 19, 2009 on payment services.

   d. by credit or debit cards or bank transfer with PayPal:

   PayPal (Europe) S.à r.l. et Cie, S.C.A.
   22-24 Boulevard Royal
   L-2449 Luxembourg
   Company registered number: R.C.S. Luxembourg B 118 349

   e. by credit or debit cards or bank transfer with Stripe:

   Stripe, Inc. Limited
   Company registered in Ireland Grand Canal Dock, London, England, N1C 4DX
   Trade register number: 580235660

7. In case of certain types of products available in the / Store, the Seller reserves the right to restrict the methods of payment by not providing certain payment and delivery options, of which the Customer will be informed in the stage of placing the Order.

§7

Order processing and delivery

1. The Seller processing time up to 4 working days counted from the moment of receipt of the payment and receiving payment of the Seller's bank account until the period neither the various delivery by the Customer, or the collection point in case of personal collection.
2. The estimated Products can be delivered all over the world. The ordered Products are delivered to the Customer in accordance with his/her choice and one of the available options the Customer selects ordering in Order:
   a. DPD Poland, by a courier service
   b. Pickup Express by a courier service
   c. Inpost Poz, a.k.a. InPost parcel locker
   d. personal collection in the shop
3. The cost of delivery shall be borne by the Customer in accordance with the Price List available in the Store. Information about shipping is dependent on the total price of ordered goods, form of delivery and payment. The calculation of the final cost of delivery is made at the stage of placing Order.
4. When choosing personal collection the goods are delivered to the selected store. The Seller shall inform the Customer when the ordered product is ready for collected by e-mail or by phone, provided that the Customer has left his/her e-mail address or phone number. Delivery of goods ordered and collected within the specified time period shall be borne by the Customer and the seller shall not be liable.
5. Upon receiving the purchased Product the Customer is obliged to check the condition of the ordered packaging.
6. When the Customer receives any external damage of the packaging or to the contents of the shipment, the Customer should jointly draw a protocol together with a driver in order to submit a complaint in such a case. The Customer is obliged to lodge a complaint in accordance with the rules specified by the courier company.

§8

Statutory warranty for defects (Complaints)

1. The status and licenses of the Products offered in the Store may be slightly different from those presented on the website due to different settings of computers, photos or technical errors.
2. The Seller shall hold the Seller's to the Products in accordance with the liability rules contained in the provisions of the Civil Code Act of 23 April 1964 r. Journal of Laws of 2014, item 121 as amended in particular Articles 556 and 558 1 - 558 5 of the Civil Code.
3. The Seller is responsible for the compliance of the Products with the Contract for the sale for two years from the date of the Contract. The Seller is responsible for the compliance of the Products with the Contract for the sale, in accordance with the provisions of the Civil Code, Act of 27 July 2002 on the special rights of the consumer in the sale of consumer goods and amending the Civil Code (Journal of Laws No. 141, item 1414, as amended) in the following to the Contract from available on website **Download**.
4. The complaint concerned the Customer's name and surname, storage and address, describe the reason for complaint and specify the demand in accordance with Article 560 of the Civil Code, or price reduction withdrawal from the contract, replacement of the item with a defect. Has been a removal of the defect. The Seller shall respond to the Customer's complaint within 14 days from the date of receipt of the complaint.
5. In order to refer the Seller to the defective product to accept the complaint or the Customer is obliged to meet the delivery requirements to the Seller's registered office or hand from and to the Seller or a person authorized by the Seller to collect the defective goods. The Customer is not required to hand over the defective goods or an inquiry to a person authorized to receive the complaint, if the Seller does not offer to take the product from the Customer at his own expense. The Seller may not refuse to accept the complaint on the ground of delivery yourself shall the equipment of additional costs resulting from the express delivery chosen by the Customer and the goods sent to the Seller. The Customer shall be informed of the commonly accepted form of delivery, which is the Seller which would entail lower costs.
6. If the notified defect can not comply with the Contract, the Customer may demand a proper replacement or withdraw from the contract unless the Seller immediately replaces the defective Product with a defect free or remove the defect. The immediate does not apply if the Product has already been replaced or repaired by the Seller or the Seller has not yet explained to the Customer why it is not obliged to replace the Product or remove the defect. The Seller may refuse to the Customer's request to replace the Product or remove the defect if the requested replacement is physically or legally impossible, or if the Seller is not able to remove the defect in accordance with the law. The removal of defects is performed by the Seller at no cost, the Customer may demand the replacement of the defective product exchanging the defect-free product. The Seller may refuse to the Customer's request to replace the Product or remove the defect if the requested replacement is physically or legally impossible, or if the Seller is not able to remove the defect in accordance with the law. If the replacement of the Product or the removal of the defect cannot be made in the high costs, the value of goods is conformity with the contract is taken into account, the nature and degree of the non-conformity and the inconvenience the consumer would have if the replacement or repair is made without the first or second option. The Seller may refuse to replace the Product or remove the defect if the contract price or the value of the defective item contrary to the law and the law of the defect. The Customer may not withdraw from the contract if the defect is minor.
7. The complaint procedure described in the paragraph does not limit:
   a. the Customer's right to find of charge legal assistance which any consumer may obtain; inter alia, from municipal or district consumer ombudsman;
   b. access to out-of-court procedures enabling complaints and redress.
8. If the Seller does not accept the Customer's complaint the Customer does not agree with the Seller's decision, the Seller may use the principle settlement of disputes. The list of Permanent Consumer Court of Arbitration operating of dissolving disproportionate of Trade Inspection is available at http://www.uokik.gov.pl. Furthermore, the Seller states that the Seller is not obliged to use the out-of-court dispute resolution procedure. The Customer may also use the following platform for online dispute resolution: http://ec.europa.eu/consumers/odr/. Entities which provides out-of-court dispute resolution relating to mobile disputes concerning the Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on out of court. The ODR Platform, operating on http://ec.europa.eu/consumers/odr/, is an interactive website that can be accessed electronically and free of charge all six official languages of the non-contractual.

§9

Warranty

1. The Seller offers the Customer a lifetime warranty for the purchased Products. The warranty covers defects in workmanship and workmanship. The Seller attaches a guarantee document to each Product sold.
2. If the Product is damaged by defective materials or fault workmanship the Seller will repair or replace the Product with a defect free (and in its own expense, if the damage is the result of repair work and test or demonstration damage. It is not covering the warranty. Such cases be repaired or replaced at the maintenance service described in § 9 between 1 and 5 years from the date of purchase.
3. The Customer is obliged to promptly inform the Seller by sending a defective instrument, E-101 Walter Wesa Pomorzany ul Ceramiczna 5 30-384 Kraków, Poland or by filling in the complaint form available on the website and sending the Product back to the Seller in accordance with Art.Art.561-5 should include the Customer's name and surname, address, e-mail address, phone number, a description of the defect and the date and method of purchase.
4. The Seller shall respond to the Customer's request no later than 14 days from the receipt of the complaint. If the Seller does not respond to the Customer's demands within the specified period, the Customer's complaint is considered to be accepted.
5. The customer is entitled to a refund, or replacement of the defective product, if the Seller does not respond to the Customer's demands within the specified period, or if the Seller does not remove the defect in the specified period.
6. The customer is entitled to a refund, or replacement of the defective product, if the Seller does not respond to the Customer's demands within the specified period, or if the Seller does not remove the defect in the specified period