

Terms and Conditions

§1 Definitions

The terms used in the Regulations shall have the following meaning: a) seller - an entity specified in §2 section 1; b) sale - sale within the meaning of the Civil Code, delivery or other relationship of a similar nature; c) special entrepreneur - a natural person concluding a contract directly related to his business, if the content of this contract shows that it does not have a professional character for that person; d) consumer - a natural person who performs a legal transaction with an entrepreneur not directly related to his business or professional activity; e) client - an entity that performs a legal transaction with an entity specified in §2 para. 1 or contacting the entity indicated in §2 sec. 1 in connection with the intention to perform a legal action, obtain information on products, services or contacting or performing another actual act for a different purpose related to the indicated circumstances (including the entity indicated in letter C, d); f) Civil Code - the Act of 23 April 1964 Civil Code.

§ Store Owner

1. Data of the entity:
Light Up Polska Mateusz Pędziwiatr
address: Bogatyńska 1/32, 54-106 Wrocław, Poland
NIP: 9880284080 REGON: 389987306
2. Contact details: a) ul. Bogatyńska 1/32, 54-106 Wrocław
b) e-mail: lightupoland@gmail.com
3. The Seller reserves the right to change contact details. In this case, they will be published on the lightup-pl.com internet platform or the customer will be otherwise notified of the change.
4. The entity indicated in sec. 1 is the manufacturer or importer of products sold under the Light Up brand name, another replacement brand or such products sold without a brand designation. This entity may use the services of subcontractors in the production.

§3 Scope of application

These Regulations apply, inter alia, to for sale:

- a) via the internet platform at lightup-pl.com;
- b) performed in a form other than indicated in point (a). and, at the same time, concerning products presented on the lightup-pl.com internet platform or concerning products sold under the Light Up brand, other interchangeable brand or such products sold without a brand mark.

§4 Territorial scope of the sale

The sale takes place only on the territory of Poland and the items of sale are delivered only on the territory of Poland, unless the parties agree otherwise.

§5 Product information

1. If the nature of the product or the level of complexity of the assembly require it, the seller will provide the product with assembly instructions or otherwise instruct the customer.
2. The customer acknowledges that the products are made of a delicate material, exposed to damage in contact with hard materials (it is recommended to use protective pads or other types of distances to protect the surface of the product and to clean the surface of the product without the use of detergents, in a way that prevents scratches) and that the products are not designed to bear significant loads, in particular non-uniform loads. Placing heavy objects (such as a TV set, decorations made of stone, concrete, large plaster), sitting down, standing, supporting, etc. may damage the product, the object or a hazard for the user. Do not place items on the products that - incl. their weight, shape or structure - they cause or may cause deformation, e.g. the body, table top, legs or surface of the product. The products are intended for indoor use in rooms where there is no excessive humidity.
3. The customer acknowledges that there may be minor differences in the parameters of the delivered products compared to the products presented by the seller (including on the lightup-pl.com internet platform), such as minor differences in color, texture, pattern, grain arrangement, location of elements, dimensions of products, dimensions of individual elements or proportions between individual elements, and that the products may be characterized by slight irregularities of various surfaces (including, but not limited to, pores, nodules, small convexities). The presentation of products using visualization techniques is for illustrative purposes only.

§6 Shared content / agreement

1. The content on the lightup-pl.com internet platform (including, among others, information about products with price marks), on another internet platform or made available in a different form, does not constitute an offer, unless the form or content clearly indicates a different will seller. This content may constitute an invitation to tender.
2. If the customer places an order and the seller has not submitted an offer, the customer's order constitutes an offer submitted to the seller. The contract is concluded when the offer is accepted by the seller.
3. In the event that the customer is in delay with the payment within the period specified in §9 sec. 5 or another agreed by the parties and a contract has been concluded, the seller has the right to withdraw from the contract without setting an additional deadline (pursuant to Art. 492 of the Civil Code).

§7 Completion date

1. The customer acknowledges that - due to the limited production - the deadline for releasing the products may be later than 14 days from the sale.
2. In the event that the expected date of product release may exceed 7 business days from sale, the customer will be informed of this fact before placing the order (eg through the information contained on the lightup-pl.com internet platform); when making the order or shortly after placing the order. If the customer is informed of this fact after placing the order, he has the right to withdraw from the contract within 3 days of receiving the information (it does not exclude the statutory right of withdrawal, concerning the consumer or a particular entrepreneur referred to, inter alia, in §13 and in Article 5431 §2 of the Civil Code). In order to be effective, withdrawal from the contract requires an unequivocal statement in writing or documentary form by sending a message to the address or e-mail address indicated in §2 para. 2 (subject to §2 section 3).
3. With regard to an entrepreneur other than a specific entrepreneur, Art. 491 §1 sentence 2 in fine (compensation for damage) and Art. 492 of the Civil Code. §11 section 2 sentence 2.
4. The provisions of para. 1 and 2 shall not apply if the date of issue has been agreed by the parties (for example by indicating the expected period).

§8 Invoices / receipts

1. The customer agrees to the use of electronic invoices, electronic receipts or other documents of a similar nature issued in electronic form.
2. The customer agrees to send the documents referred to in paragraph 1 to the e-mail address or telephone number provided when placing the order.
3. If the customer wants to obtain an invoice, he should report this fact to the seller when placing the order.

§9 Payments

1. Unless the parties agree otherwise, in the case of purchases made via the lightup-pl.com internet platform or via another internet platform, the customer may use the payment methods provided by the seller when placing the order, by selecting the method at the appropriate stage of the order.
2. The condition for using some payment methods may be the acceptance of the rules of using such payment method or providing personal data to a third party.
3. If the selection of a different payment method or the execution of the payment using a different payment method is not possible, incl. for technical reasons, the customer is obliged to make a payment to the seller's bank account indicated on the lightup-pl.com internet platform. The customer should notify the seller about problems with the payment using a different method and about making the payment to the bank account by contacting the seller using the data contact points indicated in §2 para. 2 (subject to §2 section 3).
4. In other cases, the customer is obliged to make a payment to the seller's bank account indicated on the lightup-pl.com internet platform, unless the parties agree otherwise.

5. The customer makes the payment when placing the order if he chose the payment method to the platform which he is automatically redirected, immediately (but no later than within 3 days) after placing the order in the case of payment to the bank account and in the case indicated in 3 or when collecting the item sale in the case of personal collection or payment on delivery.
6. If, for any reasons, the seller is obliged to return the payment, the refund will be made to the bank account from which the payment was made, unless the parties agree otherwise. In the event that the payment was made without using the bank account, the customer is obliged to indicate the bank account for the refund by contacting the seller using the contact details indicated in paragraph 2. 2 (subject to §2 section 3), unless the parties agree otherwise.

§10 Delivery

1. Due to their characteristics or dimensions, the products may be delivered in parts.
2. Products purchased under one order may be delivered in separate shipments (also applies to elements of the set and elements of one product delivered in parts).
3. The products will be delivered to the customer's address provided when placing the order, unless the customer indicated a different delivery address when placing the order or the parties agree on a different delivery address.
4. Delivery costs or flat-rate delivery costs shall be borne by the customer, unless otherwise indicated or the parties agree otherwise.
5. The customer is obliged to inspect the shipment in time and in the manner accepted for shipments of a given type and - if it is found that during transport there has been a loss or damage - take all necessary steps to determine the liability of the carrier.
6. If the seller provides the option of personal collection, and the customer has chosen such an option, the provisions of sec. 3-5 does not apply. The subject of sale will then be handed over at the seller's premises or another place indicated by the seller, on the date indicated by the seller, unless the parties agree on a different date.

§11 Seller's liability

1. The seller is obliged to deliver to the customer a product free from physical and legal defects (this sentence does not constitute an assurance within the meaning of Art. 564 of the Civil Code). The seller may sell and release a product with a physical defect only if the customer agrees by purchasing a product with such a defect.
2. The Seller is responsible on general terms for non-performance or improper performance of the obligation. Liability towards an entrepreneur other than a specific entrepreneur is limited to the scope indicated in paragraph 4 lit. c.
3. The warranty on items of sale is granted only if the seller expressly stipulated it before or during the sale.
4. The seller provides a warranty for the items of sale for physical defects:
 - a) in the scope of sale to the consumer on the terms specified, inter alia, in art. 556 et seq. C, with all exceptions relating to the consumer;
 - b) in the field of sales to a specific entrepreneur on the terms specified, inter alia, in art. 556 et seq. Of the Civil Code, with all exceptions for a specific entrepreneur, with the proviso that: - the warranty is granted for a period of 3 days from the release of the

product for visible defects (Article 558 §2 of the Civil Code applies), - in the remaining scope, the warranty is granted for a period of 60 days from the release of the product (art. 558 §2 of the Civil Code shall apply);

- c) in the field of sale to an entrepreneur other than a specific entrepreneur on the terms specified, inter alia, in art. 556 et seq. Of the Civil Code, with all exceptions for an entrepreneur other than a specific entrepreneur, with the proviso that:
- the customer is obliged to immediately inspect the subject of sale, no later than 14 days from the release of the product and notify the seller of the defect within this period, after the expiry of the indicated period, the customer loses the rights under the warranty in the scope of defects that can be detected (Article 558 § 2 of the Civil Code applies);
 - in the remaining scope, the warranty is granted for a period of 2 years of product release, the customer is obliged to notify the seller about the defect within this period, after the indicated deadline, the customer loses his warranty rights (Article 558 §2 of the Civil Code applies);
 - the customer has only a claim for the removal of the defect (which may also be satisfied by delivering appropriate spare parts free from defects); the seller, in the event that the defect cannot be removed or deems such action unnecessary - at the customer's choice - will reduce the price by applying the principle of art. 560 §3 of the Civil Code, or will return the price of the subject of sale (along with the appropriate cost of delivery, unless it was not additionally paid or only some of the products covered by one delivery cost are returned) as a result of the return of the subject of sale; the parties may agree on a different method of exercising the rights under the warranty; Art. 566 of the Civil Code.

§12 Complaints procedure

1. In order to exercise the rights related to a physical defect of the object of sale or another type of non-performance or improper performance of the obligation, please contact the seller using the contact details indicated in 2 paragraph 2 (subject to §2 section 3).
2. The notification should indicate the defect (if applicable) in a way that allows its identification (eg by means of a description, photographic documentation). The notification - in the case of exercising the rights under the warranty or guarantee - should also include the customer's request or statement (taking into account other provisions of the Regulations), unless the customer only proposes to implement the complaint.
3. The seller will respond to the consumer's complaint within 14 days, subject to paragraph 4 (unless a specific provision provides otherwise).
4. In the event that the consumer / particular entrepreneur requested replacement of the item or removal of the defect, or submitted a declaration of price reduction, specifying the amount by which the price is to be reduced, the seller will respond within 14 days.
5. The seller will instruct the customer, when necessary, in the scope of activities necessary for the further processing of the complaint.

§13 Statutory right to withdraw from the contract

1. The consumer / special entrepreneur who has concluded a distance or off-premises contract shall have the statutory right to withdraw from the contract within 14 days without giving a reason and incurring costs (subject to paragraphs 3 and 4 and special provisions). To meet the deadline, it is enough to send a statement before its expiry.
2. The period for withdrawal from the contract begins:
 - a) from taking the subject of sale into the possession of the consumer / specific entrepreneur or a third party designated by him, other than the carrier;
 - b) in the case of a sale that includes several products which are delivered separately, in batches or in pieces, from the time the last product, batch or piece is taken into possession.
3. The consumer / particular entrepreneur is obliged to bear the direct costs of returning the object of sale.
4. If the consumer / particular entrepreneur has chosen a method of delivery of the subject of sale other than the cheapest standard delivery method offered by the seller, the seller is not obliged to reimburse the consumer / particular entrepreneur for additional costs incurred by the consumer / particular entrepreneur.
5. The consumer / particular entrepreneur is liable for the diminished 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.
6. In the case of purchasing a set, the consumer / specific entrepreneur may withdraw from the contract only for the entire set (it constitutes one product). The seller may consent to the return of a part of the set, after agreeing on the method of settlement.
7. If the consumer / particular entrepreneur withdraws from the contract only for parts of the products covered by one delivery cost, the seller is not obliged to reimburse the delivery cost.
8. Detailed information on the consumer's / specific entrepreneur's right to withdraw from the contract can be found in the Withdrawal from the contract (Appendix 1). The withdrawal form is attached as Appendix 2.

§14 Out-of-court ways of dealing with complaints and redress

1. A customer with an appropriate ID card (in particular who is a consumer) is entitled, inter alia, down:
 - a) use free counseling or legal information of the poviast (municipal) consumer ombudsman;
 - b) use of counseling or assistance in pursuing claims of consumer organizations;
 - c) submitting an application for dispute resolution to the permanent arbitration court at the voivodeship inspectorate of trade inspection;
 - d) request the voivodeship inspector of commercial inspection to take steps to resolve the dispute out of court.
2. More information can be found at: <https://www.uokik.gov.pl/>.
3. Electronic link to the platform: ODR:
<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>,
seller's e-mail address: lightupoland@gmail.com

§15 Final provisions

1. Additional or different contractual provisions may arise, inter alia, from from the arrangements made between the parties, from the information contained on online platforms or information provided when placing the order.
2. The Seller processes personal data in accordance with the Privacy Policy.
3. The content of the Regulations may be downloaded, saved or printed. The Seller provides the Regulations in the form of a downloadable PDF file.

Attachments:

1 - Notice of withdrawal from the contract available for download at www.lightup-pl.com

2 - The withdrawal form is available for download at www.lightup-pl.com