

# Terms and Conditions

of the artomyst.com store



The online store available at the address [artomyst.com](http://artomyst.com) is owned by the company ARTOMYST Marek Mystkowski, al. KEN 36/112B, 02-797 Warsaw, Poland, NIP: 7221633411, REGON: 384811353. Contact is possible via email: [help@artomyst.com](mailto:help@artomyst.com), or at the office address of Marek Mystkowski, al. KEN 36/112B, 02-797 Warsaw, Poland.

The address for returning products is: **ARTOMYST Marek Mystkowski, st. Bartycka 26/9, 00-716 Warsaw, Poland.** There is no possibility of purchasing or viewing products at this address. The address is used solely for receiving correspondence and shipments. Please include the **Return Form** available at the end of this document with the returned product.

## 1. Definitions

- 1.1. **Shop** – an online store available at [artomyst.com](http://artomyst.com)
- 1.2. **Client**- an adult natural person with full legal capacity, or a legal person acting through its organs or representatives, using the Shop.
- 1.3. **Consumer** – a natural person who is a Client of the Shop, making purchases not directly related to his or her economic or professional activity.
- 1.4. **Regulations** - these regulations of the [artomyst.com](http://artomyst.com) online store define the rules for placing and accepting orders, including the moment of conclusion of the contract, conditions for the performance of the sales contract, the rights of the consumer as a buyer, related to withdrawal from the contract, the complaint procedure, as well as the rules for the provision of electronic services and the processing of personal data.
- 1.5. **Order form** - an order form available on the [artomyst.com](http://artomyst.com) website enabling the placing of an order for products offered by the Shop.
- 1.6. **Electronic service**– a service consisting of enabling the Client to place an order in the Shop via the Order form.
- 1.7. **Working day** - working days from Monday to Friday, except for holidays and days off in Poland (in the meaning of the Act of 18 January 1951 on days off in Poland).
- 1.8. **Order** – a statement by the Client or the Seller constituting an invitation to conclude a sales contract for the product offered by the Shop. An order can be placed via the Order form or by e-mail at [help@artomyst.com](mailto:help@artomyst.com).
- 1.9. **Product** – a movable item purchased by the Client through the Shop
- 1.10. **Seller's warehouse address** – the Seller's warehouse address to which advertised products should be returned. There is no possibility of purchasing or viewing products at this address. The address is used only for receiving correspondence and parcels. Packages with payment on delivery and cash transfers will not be accepted.  
Seller's warehouse address: **ARTOMYST Marek Mystkowski, st. Bartycka 26/9, 00-716 Warsaw, Poland.**

## 2. General provisions

- 2.1. Placing an order by the Client through the online Shop artomyst.com is equivalent to accepting the provisions of these Regulations.
- 2.2. The content of these Regulations can be recorded, acquired, and reproduced at any time by printing it, saving it on an appropriate medium, or downloading it in PDF format and saving it to the computer memory.
- 2.3. A free program for viewing PDF files can be downloaded from the website:  
<https://get.adobe.com/reader/>.
- 2.4. To use the artomyst.com website (teleinformation system) properly, it is required to use a computer, tablet, laptop, netbook, notebook, phone or other multimedia device with access to the Internet, access to e-mail, and using an internet browser installed on one of the above devices, Mozilla Firefox version 45 or higher, Edge version 93 or higher, Opera version 79 or higher, Google Chrome version 93 or higher, Chrome for Android version 105 or higher, and with enabled support for cookies in the internet browser.

## 3. Order placement

- 3.1. Orders can be placed by adult individuals with full legal capacity and legal entities, through their representatives.
- 3.2. Minors and individuals with limited legal capacity can only place orders with the knowledge and consent of their legal representatives.
- 3.3. The prices displayed on the artomyst.com Shop are gross prices expressed in the currency specified next to the price, defaulting to Euro (EUR).
- 3.4. Orders can be placed with the following options:
  - a) prepayment (payment in advance through a selected online payment intermediary),
  - b) cash on delivery (payment at the time of receiving the ordered products).
- 3.5. The condition for concluding a sales contract for products presented on the artomyst.com Shop website is:
  - a) placing an order by the Client through the Order form available on the Shop website and clicking „Order and pay“ on the shopping cart page,
  - b) providing personal data necessary for the execution of the sales contract and delivery of the package: name and surname, delivery address, phone number, email address, as well as the names and prices of the ordered products, and the method of delivery. In the case of a Clients conducting business activity and placing an order in connection with that activity, also the tax identification number (VAT UE / NIP),
  - c) confirmation by the seller of accepting the order for execution, which includes at least: the trade name of the product, the quantity of ordered copies, and the price of individual copies and the price including the entire order, as well as the cost of shipping dependent on the order option,
  - d) payment of the order using a payment intermediary (in the case of an order with the prepayment option).
- 3.6. Confirmation of accepting the order for execution is sent to the buyer's email address provided by them in the Order form.
- 3.7. The seller will begin to execute the order (shipping the ordered goods) no later than on the 9th working day from the day the order was placed or on the 10th working day in the case of placing the order on a day off.
- 3.8. The seller may refuse to execute the order in the case of:

- a) lack of payment within 7 working days from the date of the buyer's receipt of the confirmation of accepting the order for execution (applies to orders with prepayment),
  - b) failure to provide all the necessary data to execute the order in the Order form,
  - c) providing incorrect data to execute the Order.
- 3.9. Delivery costs through DPD or another postal operator, including a courier company, may be added to the order, determined according to the rates published by these entities (available during order placement) and chosen by the Customer.
- 3.10. If the seller cannot fulfill the performance due to the lack of availability of the ordered product, they will refund the buyer's money towards the price immediately, no later than 7 days from the notification of the impossibility of executing the order unless the buyer agrees to extend the execution period beyond 30 calendar days from the date of accepting the order for execution.
- 3.11. The Client can cancel the order until the seller begins to execute the order. If the buyer cancels the order after the seller has already begun to execute it, the buyer will cover the costs associated with the return of the goods.
- 3.12. The prices of products presented on the Shop website may change, but this does not apply to the prices of products that have been confirmed by the Seller in the order confirmation.
- 3.13. Purchasing a Product in the Shop entails the obligation to bear the costs of its delivery to the Client in accordance with the method of delivery chosen by the Client and the price list of the carrier or postal operator.

## 4. Realization of the order

- 4.1. The Shop sends shipments to the address specified in the order, therefore it is recommended to check the correctness of the address in the order confirmation received from the Seller, as an incorrectly provided address may result in delays in order fulfillment or its cancellation.
- 4.2. When sending the goods, the Shop ensures packaging that corresponds to the properties of the item and ensures its intactness.
- 4.3. Due to the provisions of the Transport Law and the rights arising from these provisions in case of damage or destruction of the shipment during transport, it is recommended to check the intactness of the securing tapes of the packaging and, if possible, the content of the shipment in the presence of the courier (delivery person), in particular, whether it does not show signs of mechanical damage and quantitative deficiencies.
- 4.4. In the event of damage to the shipment or goods, it is recommended to prepare a protocol for this purpose in the presence of the courier or within **30 days from the date of receipt of the shipment**.
- 4.5. Complaints about damages or deficiencies arising during shipment belong - in principle - to the recipient of the shipment in accordance with the Transport Law.
- 4.6. In the case of order fulfillment with the cash on delivery option, the Seller reserves the right to own the ordered goods until the Client pays the full price for the ordered goods.

## 5. Right to withdraw from the contract

- 5.1. A Client who is a Consumer may, within **30 days** from the day of receiving the goods from the carrier (courier or postal operator) or a person indicated by the Customer, withdraw from the purchase agreement of the Product without giving any reason and without incurring any costs except for the following:
- 5.1.1. the costs of delivery to the Buyer and the costs of returning the goods to the Seller,

- 5.1.2. costs directly related to the return of the goods (e.g. packaging and securing of the shipment).
- 5.2. A written statement of withdrawal from the agreement is required. We recommend printing out and completing the **Return Form** included at the end of these regulations.
- 5.3. To meet the **30-day** deadline for withdrawing from the agreement, it is sufficient to send the statement before the deadline expires. The date of sending the shipment is determined by the postmark or the date of delivery of the package in the case of courier services.
- 5.4. In the event of withdrawal from the purchase agreement of the Product, the agreement is deemed not to have been concluded.
- 5.5. The Consumer is obliged to return the Product to the Seller immediately, but no later than within 30 days from the day on which they withdrew from the agreement. To meet this deadline, it is sufficient to send the goods back before its expiry. We recommend returning the Product in its original packaging.
- 5.6. The Product should be sent to the Seller's warehouse address:  
Marek Mystkowski, **st. Bartycka 26/9, 00-716 Warsaw, Poland.**  
Returning the product to the seller's office address may extend the process by an additional 14 days.
- 5.7. The Seller will refund all payments made by the Customer immediately, but no later than within 14 days from the day of receiving the returned Product or from the day of providing proof of its return by the Customer, whichever event occurs earlier.
- 5.8. The Seller will make the refund using the same means of payment as used by the Customer or the bank account provided by the Customer in the statement of withdrawal. The refund will be made to that account.
- 5.9. The Consumer is responsible to the Seller for any reduction in the value of the goods resulting from the use of the goods in a manner beyond what is necessary to establish the nature, characteristics, and functioning of the goods.
- 5.10. The right of withdrawal from the purchase of a Product does not apply to consumers in relation to contracts:
  - 5.10.1. for the provision of services, if the entrepreneur has fully performed the service with the express consent of the consumer, who was informed before the provision of the service that after the performance of the service by the entrepreneur, they will lose the right to withdraw from the contract,
  - 5.10.2. in which the price or remuneration depends on fluctuations in the financial market over which the entrepreneur has no control and which may occur before the expiry of the withdrawal period,
  - 5.10.3. for the supply of goods made to the consumer's specifications or clearly personalized,
  - 5.10.4. for the supply of goods which are liable to deteriorate or expire rapidly,
  - 5.10.5. for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, and were unsealed after delivery,
  - 5.10.6. for the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items,
  - 5.10.7. for the supply of audio or video recordings or computer software supplied in a sealed package, if the packaging has been opened after delivery,
  - 5.10.8. for the supply of newspapers, periodicals or magazines, with the exception of subscription contracts,

- 5.10.9. concluded at a public auction,
- 5.10.10. for the provision of accommodation, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract specifies the day or period of the service,
- 5.10.11. for the supply of digital content which is not supplied on a tangible medium if the performance has begun with the consumer's prior express consent and with the acknowledgement that they lose their right of withdrawal.

## **6. Shop liability for defects**

- 6.1. The Shop is liable to the Consumer if the purchased Product has a physical or legal defect (warranty).
- 6.2. A physical defect means non-compliance of the Product with the contract, when the product is damaged and unusable.
- 6.3. Public assurances made by the manufacturer or its representative, the person who introduces the item into circulation within their business activities, and the person who presents themselves as the manufacturer by placing their name, trademark, or other distinguishing mark on the sold item, are treated equally to the Shop guarantees.
- 6.4. The Product has a physical defect that makes it impossible to use.
- 6.5. If a physical defect is discovered before the month has elapsed from the day the Product was issued, it is presumed that the defect or its cause existed at the time when the danger passed to the Consumer.
- 6.6. From the moment the Product is issued to the Consumer, the benefits and burdens associated with the item, as well as the risk of accidental loss or damage, pass to the Consumer (the risk passes to the Consumer).
- 6.7. The Shop is not liable to the Consumer for the fact that the sold item does not have the properties resulting from public assurances referred to in 6.3 of these regulations, if they were not aware of these assurances, or, reasonably assessing, they could not have known or they could not have influenced the Consumer's decision to enter into a sales contract, or if their content was corrected before the sales contract was concluded.
- 6.8. The Shop is also not liable for physical defects that the Consumer was informed of by the Shop before purchasing the Product.
- 6.9. The Shop is liable under the warranty if a physical defect is discovered before one month has elapsed from the day the item is issued to the Consumer..
- 6.10. If the Product has a defect, the Consumer may demand that the Product be replaced with a defect-free one or that the defect be remedied.
- 6.11. The Shop is obliged to replace the defective Product with a defect-free one or to remedy the defect within a reasonable time and without excessive inconvenience to the Consumer.
- 6.12. The Shop may refuse to comply with the Consumer's request if bringing the defective Product into compliance with the contract in the manner chosen by the Consumer is impossible or, compared to another possible way of bringing it into compliance with the contract, would require excessive costs.
- 6.13. If the Product has a defect, the Consumer may submit a declaration of price reduction or withdrawal from the contract, unless the Shop immediately and without excessive inconvenience to the buyer replaces the defective Product with a defect-free one or remedies the defect. This limitation does not apply if the Product has already been replaced or repaired by the Shop, or if

the Shop has not complied with the obligation to replace the defective Product with a defect-free one or remedy the defect.

- 6.14. The Consumer may demand the replacement of the Product with a defect-free one instead of the remedy proposed by the Shop, or may demand that the defect be remedied instead of the replacement of the Product, unless bringing the Product into compliance with the contract in the manner chosen by the Consumer is impossible or would require excessive costs compared to the method proposed by the Store (when assessing the excessiveness of costs, the value of the Product free of defects).
- 6.15. The reduced price should remain in such proportion to the price resulting from the agreement, in which the value of the Product with a defect remains to the value of the Product without a defect.
- 6.16. The consumer cannot withdraw from the agreement if the defect is insignificant.
- 6.17. If only some of the Products are defective and can be separated from the defect-free Product without damage to the Shop and the Consumer, the Consumer's right to withdraw from the agreement is limited to the defective Products.
- 6.18. If due to a physical defect of the Product, the Consumer has made a statement of withdrawal from the agreement or price reduction, he may demand compensation for the damage he suffered by concluding the agreement without knowing about the defect, even if the damage was a consequence of circumstances for which the Shop is not responsible, and in particular, he may demand a refund of the costs of concluding the agreement, costs of collection, transport, storage and insurance of the goods, and reimbursement of the expenses incurred to the extent that he did not benefit from them. This does not affect the provisions on the obligation to compensate for damage on general principles regulated in the Polish Civil Code.
- 6.19. The above applies accordingly in the event of the delivery of a defect-free Product instead of a defective Product or the removal of a defect by the Shop.
- 6.20. If a Consumer's complaint who requested the exchange of a defective Product or the removal of a defect or made a statement of price reduction, specifying the amount by which the price is to be reduced, and the Seller has not responded to this request within 30 days, it is considered that he has acknowledged this request as justified..
- 6.21. Please send the complaint to the email address: [help@artomyst.com](mailto:help@artomyst.com), or to the postal address: Marek Mystkowski, **st. Bartycka 26/9, 00-716 Warsaw, Poland**, along with the **Return Form** available at the end of this regulation.

## 7. Conditions for providing electronic services

- 7.1. Provision of an electronic service consisting of enabling the Client to place an order using the Order form is free of charge.
- 7.2. The conclusion of the contract for the provision of an electronic service consisting of enabling the placing of an order by filling in the Order form takes place at the moment when the Client enters the Shop website, where the Order form is located, and begins to fill it in.
- 7.3. The completion or execution of the electronic service takes place at the moment of placing an order or discontinuing its submission by the Client.

## 8. Complaints about electronic services

- 8.1. Complaints related to the provision of electronic services can be submitted via email to the address [help@artomyst.com](mailto:help@artomyst.com) or by mail to Marek Mystkowski, Al. KEN 36/112B, 02-797 Warsaw, Poland.
- 8.2. The complaint about electronic services will be considered immediately and no later than within 14 days from the date of its receipt.

- 8.3. The response to the complaint is sent to the customer's email address provided in the complaint or the return address of the letter.
- 8.4. It is recommended to provide the following information to facilitate and expedite the recognition of the complaint: type and date of occurrence of the irregularity, contact details including email address.

## 9. Final Provisions

- 9.1. In matters not regulated in this Regulations, appropriate provisions of the Polish Civil Code, the Act of 30 May 2014 on consumer rights, the Act of 18 July 2002 on the provision of electronic services and other relevant provisions of Polish law shall apply.
- 9.2. Any changes to the Regulations shall be notified in advance on the Store's website and shall apply together with the remaining provisions of the Regulations to Customers who have not yet placed an order.
- 9.3. Customers who have placed an order shall be bound by the version of the Regulations in force at the time of placing the order.
- 9.4. These regulations come into force on **May 4th, 2023**.

