

Regulations of the Internet Shop

§ 1 General Information

1. The Internet Shop is run by the University of Warsaw, Krakowskie Przedmieście 26/28, 00-927 Warsaw, having legal personality pursuant to article 12 of the Act of 27 July 2005 Law on Higher Education (Journal of Laws No. 164, item 1365, as amended), NIP 525-001-12-66, REGON 000001258.
2. Address for correspondence (communication between the Customer and the Seller): University of Warsaw, Promotion Office, Krakowskie Przedmieście 26/28, 00-927 Warsaw; e-mail: sklep@uw.edu.pl, telephone (22) 55 24 062.

§ 2 Definitions

1. **Customer** - a natural or legal person, as well as an organizational unit to which the Act confers legal capacity, intending to place or placing an order in the Internet Shop through registration - Customer Account or without registration. The natural person referred to in the preceding sentence is an adult and has full legal capacity to perform acts in law. Persons aged over 13 or partially incapacitated persons can place orders in the Shop on the same basis as the Customer within applicable generally binding provisions of law, in particular the Act of 23 April 1964 - Civil Code, as amended.
2. **Seller** - University of Warsaw, located at Krakowskie Przedmieście 26/28, 00-927 Warsaw, having legal personality pursuant to article 12 of the Act of 27 July 2005 - Law on Higher Education (Journal of Laws No. 164, item 1365, as amended), NIP 525-001-12-66, REGON 000001258.
3. **Service** - Internet domain www.sklep.uw.edu.pl containing content and functionalities allowing in particular to place orders, manage and complete them.
4. **Shop** - Internet Shop run by the Seller at Service www.sklep.uw.edu.pl
5. **Regulations** – the present Regulations specifying rules of use of the Online Shop, available at www.sklep.uw.edu.pl/regulamin.
6. **Customer Account** - functionality offered by the Service, allowing for use of the Shop, and in particular of the Cart, collecting data on the history of orders and Customer preferences as to the type of payment.
7. **Cart** - functionality offered to the Customer by the Service, allowing for completion of orders.
8. **Electronic address** - active e-mail account used at the time of order completion for permanent contact via e-mail.
9. **Product** - item available in the Shop and offered to the Customer to buy.
10. **Business day** - day of the week from Monday to Friday excluding public holidays.
11. **Form of payment** - method of payment for the purchased Product, consisting in particular of payments in the form of electronic transfers, traditional payments or via other electronic payment systems approved by the Seller.

§ 3 Technical conditions of using the Service

1. In order to use the Service the following conditions must be met:
 - a) access to the Internet,

- b) use of the web browser Mozilla Firefox version 11 or any other available on the market with parameters identical to or consistent with its newer versions.
- 2. Use of the Service is subject to acceptance of cookies and the Privacy Policy. Non-acceptance of cookies may cause a malfunction of the Website.

§ 4 Rules of placing orders in the Service

- 1. Viewing of Products and their prices, and purchasing them is possible without registration in the Service.
- 2. The Customer may use the Customer Account in accordance with its intended purpose and in accordance with the provisions of the present Regulations. Using the Customer Account is free of charge.
- 3. Provision of any content that is unlawful (illegal content) to the Seller or the Service is prohibited.
- 4. Any interference in the Service and in particular in its functionality or structure is prohibited. The Seller reserves the right to claim damages resulting from the Customer's actions.
- 5. The Seller is entitled to block the Customer Account if the Customer's actions in the Shop or Service may violate applicable law, rights of third parties, rules of social conduct or provisions of the present Regulations. The Customer will be notified about the intention to block the Account via electronic mail. If, despite the notification, the Seller finds that there has been an infringement referred to above, he is entitled to immediately block the Customer Account. Account lock means immediate dissolution of the contract with the Customer referred to in § 5 section 4 by the fault of the Customer.

§ 5 Customer Account

- 1. In order to create Customer Account (registration) is necessary to:
 - 1. complete the registration form available at www.sklep.uw.edu.pl/rejestracja,
 - 2. choose your username / Customer's name,
 - 3. provide your electronic address,
 - 4. choose the access password,
 - 5. provide a statement about familiarity with the provisions of the present Regulations and therefore consent to its application,
 - 6. grant consent to the processing of personal data to the extent necessary to carry out the contract.
- 2. After fulfilling the conditions specified in section 1 above, the Customer receives a confirmation of Customer Account registration via electronic mail. In order to confirm the will to open a Customer Account, it is necessary to confirm the registration in accordance with the instructions contained in the mail.
- 3. Customer Account is available 24 hours a day, 7 days a week.
- 4. The Seller shall exercise due diligence for the Shop to operate in an uninterrupted manner. The Seller reserves that interruptions may occur in the functioning of the Shop, in particular due to data update, system repair or other maintenance work, which the Seller will inform the Customer about on the Shop's website.

5. The Seller reserves that the Product sought by the Customer in the chosen: colour, size, version, quantity, etc. may be temporarily unavailable. Information about temporary unavailability of the Product will be provided on the Shop's website.
6. Customer Account is valid indefinitely. Upon confirmation of the Customer Account referred to in section 2, the contract for provision of access to the Customer Account between the Customer and the Seller is concluded in line with the terms determined by the present Regulations.
7. The Customer can remove the Customer Account by checking the "Delete account" option in the "My Account" tab. Upon deletion of the account the contract referred to in section 6 is terminated.
8. The Customer can make changes to the Customer Account by using the "My Account" tab after logging in to the Customer Account.
9. Logging in to the Customer Account requires provision of data referred to in § 5 section 1, in particular the username / Customer name and password.
10. In the case of forgetting the password, the Customer has the opportunity to restore the ability to log into the Customer Account by using the e-mail address given on the registration form.

§ 6 Products

1. Products offered in the Shop are brand new and legally placed on the Polish market. In addition, the Seller declares that they are also free from physical or legal defects.
2. Photos of Products available in the Shop are intended to exemplary show the appearance of the Product that in reality may differ slightly from the photo.
3. Any information on Products available in the Shop, and in particular the price is considered an invitation to conclude a contract in accordance with article 71 of the Act of 23 April 1964 - Civil Code as amended.
4. Prices indicated in the Shop include VAT and are expressed in Polish currency (PLN). The price does not include delivery costs.
5. The price binding for the Customer is the price indicated in the Shop at the time of order by the Customer. The Seller reserves the right to modify the prices of Products, as well as to carry out and cancel promotions and sales. The right referred to does not affect the order placed after the date of entry into force of a change in price, start of a promotion or sales.

§ 7 Orders

1. Contracts with the use of registration - Customer Account.
 - 1) To place an order in the Shop via the Customer Account is necessary to:
 - a) log in to the Customer Account using login and password referred to in § 5 section 1, points 2) and 4)
 - b) choose the Product by adding it to the Cart,
 - c) indicate of the method of delivery offered by the Seller, in particular the place of delivery of the Product and data to issue a VAT invoice,
 - d) select the form of payment from among the available forms of payment offered the Seller.
 - 2) Confirmation of the order using the "Order" button.
 - 3) The cost of delivery is in line with the price list available at www.sklep.uw.edu.pl/regulamin, which constitutes Appendix 2 to the present Regulations, and is given to the Customer at the time of order.

- 4) Before confirming the order the Customer receives a summary of the order with an indication of the total price, calculated by adding the prices of individual Products and the costs of their delivery to the address specified by the Customer.
- 5) The Seller declares that the order will be carried out in accordance with section 1 point 3) within the framework of modes of delivery provided by the Seller.
- 6) Ordering the Product is possible only after acceptance of the present Regulations by the Customer by ticking the appropriate box. From the time of acceptance of the present Regulations, the Customer is bound by its contents.
- 7) Confirmation of Product availability and additional information related to the execution of the contract are sent to the electronic address of the Customer. Current Regulations are made available to the Customer in electronic version allowing for their downloading, saving and printing.
- 8) On receipt of the payment for Products by the Seller on his own account, sales contract is concluded between the Seller and the Customer.
- 9) If the Customer wishes to make changes to the order after its confirmation, it is necessary to contact the Seller immediately using data mentioned in § 1 section 2 in order to determine the scope of the changes and the new value of the order. It is not possible to change the order after shipment to the Customer.

2. Order without registration

- 1) To place an order in the Shop without registering it is necessary to:
 - a) select Products by adding them to the Cart;
 - b) accept the present Regulations;
 - c) indicate the electronic address;
 - d) select one of the delivery options offered by the Seller;
 - e) indicate the delivery address (if applicable);
 - f) select one of the methods of payment offered by the Seller.
- 2) In order to place the order the Customer should accept the contents of the Cart, and then provide the data referred to in section 1.
- 3) The provisions of section 1 items 2) - 8) apply accordingly.
3. The Customer may cancel the order until the time indicated in section 1 point 7).

§ 8 Payment Policy

1. The Customer makes a payment for the order within 5 working days of the date referred to in § 7 section 1, point 6).
2. In the event of non-payment within the period specified in section 1 the order will be cancelled, as the Seller will inform the Customer about by presenting information in the Customer Account.
3. Payments can be made at the discretion of the Customer in the following forms:
 - a) transfer from the Customer's bank account to the bank account of the Seller,
 - b) payment through electronic payment systems,
 - c) payment done in person at a post office or branch of the bank executing the payment (traditional transfer).

Customer making a transfer from a foreign account must precede the account number of the Shop with the letters "PL" and enter the SWIFT code of the bank which operates the Shop account: BIGBPLPW.

The Seller excludes the possibility of making a cash payment.

4. Potential transaction costs do not constitute income of the Seller and depend on the prices indicated by providers of the service, and represent their revenue. These costs are borne by the Customer.
5. The payment is completed once the sum is booked on the account of the Seller.
6. The Seller or operator of the electronic payment system shall inform the Customer about booking the sum on the account.
7. The Seller or courier service shall inform the Customer of the preparation of the shipment, and then about its dispatch to the address specified by the Customer.

§ 9 Rules concerning order completion

1. The period of order completion by the Seller is 7 working days from the date of booking the sum on the Seller's account, but no later than within 30 days from the date of conclusion of the contract of sale of the Product. If the time limit indicated in the preceding sentence is exceeded, the Customer has the right to withdraw from the contract. Provisions of § 11 apply accordingly.
2. The Seller allows for the following forms of transfer of the Product to the Customer:
 - a) in person at the seat of the Seller upon presentation of a personal ID card or a student's ID card and printout of the order confirmation,
 - b) to the person specified by the Customer at the seat of the Seller upon presentation of authorization to collect the order, a document with a photo and printout of the order confirmation,
 - c) via a professional courier in accordance with the price list constituting Appendix 2 to the present Regulations.
3. Along with the Product, the Seller will provide the Customer with any available to him documents related to it, in particular documents confirming guarantee of the manufacturer or distributor, or maintenance manuals of ordered Products.
4. The Seller will inform the Customer immediately in the case of inability to perform the contract. The Seller will immediately reimburse the sums received to the Customer.

§ 10 Withdrawal from contract

1. The Customer has the right to withdraw from the contract of sale of the Product without giving any reason within 14 days from the date of delivery of the Product to the Customer by the Seller in accordance with the following provisions. Along with the Product the Seller will send to the Customer an instruction about withdrawal from the contract constituting Appendix 3 to the present Regulations.
2. The Customer may exercise the right to withdraw from the contract only if the returned goods are not damaged and their condition allows further sale.
3. Withdrawal of the contract may be made in writing or by electronic mail sent to the electronic address of the Seller indicated in § 1 section 1.
4. In order to withdraw from the contract the Customer should:
 - a) fill in the form "Notice of withdrawal from a distance contract" available at www.sklep.uw.edu.pl/regulamin. The form referred to in the first sentence is attached as Appendix 1 to the present Regulations,

- b) send or deliver to the Seller the original proof of purchase (receipt or invoice) issued with the Product, and
- c) send or deliver to the Seller the purchased Product, constituting the subject of the withdrawal from the contract.
- 5. The Seller will inform the Customer about the receipt of the notice of withdrawal by e-mail sent to the electronic address of the Customer.
- 6. The costs of receiving and sending back the Product are borne by the Seller. The Seller shall reimburse the cost of delivery of the Product to the amount of the cheapest form of its delivery to the Customer in accordance with § 8 section 2 of the present Regulations.
- 7. The Seller immediately, but no later than within 14 days from the date of withdrawal from the contract by the Customer, returns the Customer's bank account or in any other manner agreed with the Customer all payments made in connection with the contract and the costs of delivery of the Product.
- 8. The Seller may refrain from reimbursement until receiving the returned Product or confirmation of its dispatch. In the case described in the preceding sentence, the 14-day period runs from the fulfilment of the first of the two specified events.
- 9. The Customer bears all direct costs associated with the return of the Product and in particular the cost of the package. The Seller reserves the right to charge the Customer with the costs associated with reduction in the value of the Product arising from improper use of it, in particular the use beyond the need to check its basic functionality and properties.
- 10. Withdrawal from the contract is not possible if the Product is:
 - a) damaged,
 - b) destroyed, or
 - c) has been returned out of time referred to in point 1.

§ 11 Complaints

- 1. The Customer can report any irregularities of the Service or its functionalities.
- 2. Consideration of a complaint referred to in section 1 takes place immediately, but not later than within 7 working days. Consideration of the complaint shall be in the form of an electronic message sent to the electronic address of the Customer.
- 3. The message referred to in section 2, includes information on how to settle the matter.
- 4. If the purchased Product is not in conformity with the contract (defective Product), subject to section 6 the Customer may exercise his rights under warranty (repair of the Product, exchange of the Product for one free from defects, lowering the price of the Product, withdrawal from sales) in accordance with the Civil Code.
- 5. The Seller shall consider the complaint referred to above within 10 working days from the date of reception of the complaint form, attached hereto as Appendix 4, by mail, in the form of a scan via e-mail or fax in accordance with § 1 section 2. The Customer will provide the goods to the Seller together with the original proof of purchase (receipt or invoice) as agreed with the Seller. Shipping costs are borne by the Seller. The Seller will inform the Customer about the outcome via e-mail.
- 6. In the case of Products covered by warranty according to the documents referred to in § 9 section 3, the Customer may exercise the rights granted by them at his discretion in accordance with the principles specified by the manufacturer or the Seller.

§ 12 Protection of personal data and cookies

- 1. The Seller is the personal data administrator.

2. The Seller provides security of processing of personal data obtained in connection with implementation of the present Regulations.
3. The Seller ensures to the Customer with all the rights provided by the Law of 29 August 1997 on protection of personal data, as amended, and in particular the right to modify or correct them.
4. The Customer:
 - a) consents to the processing of personal data in order to carry out orders,
 - b) may consent to the processing of personal data in order to send marketing offers and business information. The Customer may at any time revoke the above consent.
5. The Seller uses cookies. The information gathered thanks to them is aimed to continuously adapt the Service to the Customer's requirements, preferences or needs, in particular through appropriate customization of features, content and services available in the Service. Details of the cookies policy are available at <http://www.uw.edu.pl/polityka-obslugi-cookies-ciasteczek-w-serwisach-uw/>.
6. Detailed manner of processing of personal data and the technical and organizational measures to ensure protection of personal data processing appropriate to the risks and category of data being protected is specified by Ordinance No. 39 of the Rector of the University of Warsaw of 15 November 2007 on the protection of personal data at the University of Warsaw (Monitor UW 2007, No. 9E, item 372 as amended).

§ 13 Final Provisions

1. The present Regulations enter into force on 1 March 2015.
2. Matters not regulated herein are governed by the relevant provisions of commonly binding law, and in particular:
 - a) the Act of 23 April 1964 - Civil Code, as amended,
 - b) the Act of 30 May 2014 on consumer rights, as amended,
 - c) the Act of 18 July 2002 on electronic services,
 - d) the Act of 29 August 1997 on personal data protection as amended.

In the case of doubts, the present Regulations are used in accordance with the above regulations and the Customer shall enjoy rights at least equal to the ones indicated therein.

3. The Seller and the Customer shall settle any disputes that may arise from the application of the present Regulations in the first place amicably and then before the court in accordance with applicable provisions of the commonly binding law.
4. Any changes to the present Regulations require to be published on the Website. The Seller will keep archives of the present Regulations along with the dates of their validity. Applicability of Regulations in the event of their change is determined based on the time of concluding the contract of sale of the Product.

APPENDIX NO. 1

NAME AND SURNAME

ADDRESS

TELEPHONE

E-MAIL

ORDER NUMBER

DATE OF ORDER PLACEMENT

DATE OF PRODUCT RECEPTION

INTERNET SHOP
UNIVERSITY OF WARSAW
KRAKOWSKIE PRZEDMIEŚCIE 26/28
00-927 WARSZAWA
TEL: (022) 55 240 62
FAX: (022) 552 40 29
E-MAIL: SKLEP@UW.EDU.PL

Notice of withdrawal from a distance contract ¹

I hereby declare that I withdraw from the contract of sale of (name of the Product). Please return the amount of (PLN) to the bank account ² in the bank

I declare that I am familiar with the term and conditions of returning goods specified in the present Regulations of the Shop.

.....

(Place, date)

.....

(Legible signature of the Customer)

Help us improve the quality of Products and the service in the Internet Shop of the University of Warsaw by giving us reasons of your resignation:

.....
.....
.....
.....

¹ The present form should be filled in and sent back only in the case of withdrawal from the contract (written form, scan or fax are admissible).

² Provide the bank account number if the reimbursed sum should be transferred to a different bank account than the one used for purchase.

Delivery of packages to Customers			
I. DOMESTIC DELIVERY - DPD			
WEIGHT OF THE PACKAGE	Net basic price	Fuel surcharge net	VAT
up to 31.5 kg	11.81 PLN	Fuel surcharge to be added to each price of package, in line with the table published at: www.dpd.com.pl	23%
II. INTERNATIONAL DELIVERY			
WEIGHT OF THE PACKAGE	DESTINATION	Net basic price	VAT
up to 5 kg	Europe	110 PLN	23%
	North America	420 PLN	
	South America, Africa, Asia, Australia	550 PLN	

INSTRUCTION CONCERNING WITHDRAWAL FROM THE CONTRACT

Right of withdrawal

You have the right to withdraw from the present contract within 14 days without giving any reason.

Deadline to withdraw from the contract expires after 14 days from the date on which you came into possession of the goods, or a third party other than the carrier and indicated by you came into possession of the goods.

To exercise the right of withdrawal, you must inform us (University of Warsaw, Krakowskie Przedmieście 26/28, 00-927 Warsaw, tel: 22 55 24 060, e-mail: sklep@uw.edu.pl) of your a decision by means of an unequivocal statement (e.g. a letter sent by mail, fax or e-mail).

You can use the model withdrawal form, but it is not mandatory.

You can also fill in and submit the withdrawal form or any other unequivocal statement electronically. If you use this option, we will communicate to you an acknowledgment of receipt of such a withdrawal on a durable medium (e.g. via e-mail).

To keep the withdrawal deadline, it is sufficient to send the information concerning exercising the right of withdrawal from the contract before the deadline.

Please attach the original proof of purchase (receipt or invoice) to the notice on exercise of the right of withdrawal.

Effects of withdrawal from the contract.

In the case of withdrawal from the present contract we shall reimburse to you all payments received from you, including the costs of delivery (excluding additional costs resulting from your choice of delivery method, other than the least expensive method offered by us), within 14 days from the date on which we are informed about your decision to exercise the right of withdrawal from the present contract. Reimbursement of payment will be done using the same payment method that you used for the initial transaction, unless expressly agreed otherwise; in any case you will not incur any charges associated with the return.

We may withhold reimbursement until receipt of goods or receipt of the proof of sending the goods, depending on which event occurs first.

Please send or transfer the Product to the following address: University of Warsaw, Krakowskie Przedmieście 26/28, 00-927 Warsaw, promptly and in any event no later than 14 days from the day on which you informed us about your withdrawal from the present contract. The deadline is met if you send back the goods before the lapse of 14 days. We bear the costs of returning the goods. You are responsible only for a reduction in the value of the item resulting from the use of it in a way other than necessary to establish the nature, characteristics and the functioning of it.

NAME AND SURNAME OF THE COMPLAINANT

ADDRESS

TELEPHONE

E-MAIL

ORDER NUMBER

DATE OF ORDER PLACEMENT

DATE OF PRODUCT RECEPTION

INTERNET SHOP
UNIVERSITY OF WARSAW
KRAKOWSKIE PRZEDMIEŚCIE 26/28
00-927 WARSZAWA
TEL: (022) 55 240 62
FAX: (022) 552 40 29
E-MAIL: SKLEP@UW.EDU.PL

Complaint form ¹

I hereby wish to complain about

.....
..... (name of the Product).

The reason of my complaint is

.....
.....
.....
.....
.....

.....

(Place, date)

.....

(Legible signature of the Customer)

The Seller will consider the complaint within 10 working days from receipt of the complaint form and inform the Customer about the outcome via e-mail.

¹ The present form should be filled in and sent back only in the case of withdrawal from the contract (written form, scan or fax are admissible).