

MWAY-WORKSHOP.EU TERMS & CONDITIONS

I. GENERAL PROVISIONS

1. The online store available at mway-workshop.eu is run by Marek Łazorczyk running a business under the name „Marek Łazorczyk” registered in the Central Register and Information on Economic Activity, address: ul. Wapienna 49, 43-340 Kozy (Poland), tax ID no. (NIP) 9372466248, REGON 364539547, email address: mway.workshop@gmail.com, telephone number: +48 570 21 00 18.
2. The following terms used in this document mean:
 1. WORKING DAY – one day from Monday to Friday, except public holidays.
 2. REGISTRATION FORM – a form available in the Online Store, that allows one to create an Account.
 3. ORDER FORM – an Online Service; an interactive form available in the Online Store that allows placing an Order, in particular by adding Products to an online cart and defining the terms of the Purchase Agreement, including delivery and payment methods.
 4. CUSTOMER; USER – (1) a natural person with full legal capacity, and in cases provided for by generally applicable regulations also a natural person with limited legal capacity; (2) legal person; or (3) an organizational unit without legal personality, which the law grants legal capacity - which has concluded or intends to conclude a Purchase Agreement with the Seller.
 5. CONSUMER – a natural person referred to in art. 22¹ of the Polish Civil Code, and in the case of Purchase Agreements concluded from January 1st, 2021, also a natural person concluding the agreement in direct relation to their business activity, if the content of the agreement shows that it is not of professional nature for this person, especially compared with the subject of their business activity registered in the Central Register and Information on Economic Activity.
 6. ACCOUNT – an Online Service; a collection of resources in the Service Provider's ICT system, marked with an individual name (login) and password provided by the User, in which the data provided by the User and information about Orders placed by them in the Online Store are collected.
 7. NEWSLETTER – an Online Service; an online distribution service provided by the Service Provider via email, which enables all Users to automatically and regularly receive subsequent editions of the Newsletter from the Service Provider, containing information about Products, news and promotions in the Online Store.
 8. PRODUCT – a physical item available in the Online Store, subject of the Purchase Agreement between the Customer and the Seller.
 9. TERMS AND CONDITIONS – these terms and conditions of the Online Store.
 10. ONLINE STORE – the Service Provider's online store available at: mway-workshop.eu
 11. SELLER; SERVICE PROVIDER – Marek Łazorczyk running a business under the name „Marek Łazorczyk” registered in the Central Register and Information on Economic Activity, address: ul. Wapienna 49, 43-340 Kozy (Poland), tax ID no. (NIP) 9372466248, REGON 364539547, email address: mway.workshop@gmail.com, telephone number: +48 570 21 00 18.
 12. PURCHASE AGREEMENT – a Product purchase agreement concluded between the Customer and the Seller via the Online Store.
 13. ONLINE SERVICE – a service provided electronically by the Service Provider to the User via the Online Store.

14. CONSUMER RIGHTS ACT; ACT – the Act of 30 May 2014 on consumer rights (Journal of Laws of 2020, item 287, as amended);

15. ORDER – Customer's declaration of will submitted via the Order Form and aimed directly at concluding a Product Purchase Agreement with the Seller.

3. The Terms and Conditions are also available in Polish at: mway-workshop.eu/terms-of-use.

II. ONLINE SERVICES IN THE ONLINE STORE

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

2. Using the Account is possible after completing two consecutive steps by the User- (1) completing the Registration Form, (2) clicking the "Register" button. In the Registration Form, it is necessary for the User to provide the following data: username, email address and password. The Account Online Service is provided free of charge for an indefinite period. The User has the option, at any time and without giving any reason, to delete the Account (resignation from the Account) by sending an appropriate request to the Service Provider via email to the following address: mway.workshop@gmail.com.

3. The use of the Order Form begins with the Customer adding the first Product to the electronic cart in the Online Store. Placing an Order takes place after the Customer has completed two consecutive steps: (1) completing the Order Form and (2) clicking the "Purchase" button - until then it is possible to modify the entered data (for this purpose, follow the displayed messages and information available on the Online Store website). In the Order Form, it is necessary for the Customer to provide the following data: name and surname / company name, address (street, house / flat number, zip code, city, country), email address and data regarding the Purchase Agreement: Product(s), the quantity of the Product(s), place and method of delivery of the Product(s), method of payment. The Online Service Order Form is provided free of charge and is of a one-off nature and ends when the Order is placed through it or when the Customer ceases to place the Order through it.

4. The use of the Newsletter is free, voluntary and requires consent to the processing of the Customer's personal data for this purpose. The User may at any time, without giving a reason and without any costs, change the previously indicated email address to which the Newsletter is sent, or resign from the service by following the information in the footer of each Newsletter, or by contacting the Service Provider directly via email.

5. Technical requirements necessary for cooperation with the ICT system used by the Service Provider:

1. computer, laptop or other multimedia device with Internet access;
2. access to an active e-mail account;
3. an up-to-date web browser that supports Cookies and Javascript.

6. The User is obliged to use the Online Store in a manner consistent with the law, principles of social coexistence and morality, bearing in mind the respect for personal rights as well as copyrights and intellectual property of the Service Provider and third parties. The User is obliged to provide true data. The User is forbidden to provide any illegal content.

III. TERMS OF THE PURCHASE AGREEMENT

1. The conclusion of the Purchase Agreement between the Customer and the Seller takes place after the Customer has placed an Order using the Order Form in the Online Store in accordance with section II clause 3 of the Terms and Conditions.
2. The Product price displayed on the Online Store website is given in Euro and includes taxes. The Customer is informed about the total price of the Product which is the subject of the Order, as well as of the delivery costs and other costs, on the Online Store website when placing the Order, including at the moment of the Customer expressing their will to be bound by the Purchase Agreement.
3. After placing the Order using the Order Form, the Seller immediately confirms its receipt and at the same time accepts the Order for further processing. Confirmation of receipt of the Order and its acceptance for processing takes place by sending the Customer an appropriate email to the Customer's email address provided when placing the Order, which contains at least the Seller's declaration of receipt of the Order and its acceptance for processing and confirmation of the conclusion of the Purchase Agreement. Upon receipt of the above e-mail by the Customer, a Purchase Agreement is concluded between the Customer and the Seller.
4. Confirmation, protection and making available to the Customer the content of the concluded Purchase Agreement takes place by (1) providing these Terms and Conditions on the Online Store website and (2) sending the email message referred to in clause 3 above to the Customer. The content of the Purchase Agreement is additionally recorded and secured in the IT system of the Seller's Online Store.

IV. PAYMENT TERM AND METHODS

1. The Seller provides the Customer with the following payment methods under the Purchase Agreement:
 1. Payment in cash on personal pickup;
 2. Payment by bank transfer to the Seller's bank account;
 3. Payment via an external payment operator (eg PayPal).
2. Payment term:
 1. If the Customer selects payment by bank transfer, electronic payment or payment by credit card, the Customer is obliged to make the payment within 7 days from the date of concluding the Purchase Agreement.
 2. If the Customer chooses to pay in cash on personal collection, the Customer is obliged to make the payment upon receipt of the purchased Product.

V. COST, METHODS AND TIME OF DELIVERY OR PICK-UP

1. The current available methods and countries of delivery, as well as the minimum delivery costs of Products are displayed to the Customer before concluding the Purchase Agreement. The Customer may be informed about the need to individually agree the terms of delivery with the Seller before concluding the Purchase Agreement.
2. In each case the costs of delivery (packaging, transport, delivery, postal services) are borne by the Customer.
3. Personal pick-up of the Product is free of charge.
4. The Seller provides the following methods of delivery or collection of the Product:
 1. Courier delivery.

2. Personal pick-up at: M-way Workshop, ul. Wapienna 49, 43-340 Kozy (Poland) – on Working Days, between 8 a.m. and 4 p.m.
5. The Products are shipped within 21 days from the payment being credited to the Seller's account. If the Product is not in stock, the period of 21 days is counted from the day the Product appears in stock.
6. The Products are ready for personal pick-up within 14 days from the payment being credited to the Seller's account and it depends on whether the purchased Products are currently in stock.

VI. PROVISIONS APPLICABLE TO CONSUMERS

1. The Consumer may withdraw from the Purchase Agreement within 14 days without giving a reason and without incurring costs, except for the costs specified in clause 8 and 9 below. To meet the deadline, it is enough to send a statement before its expiry. The declaration of withdrawal from the Purchase Agreement may be submitted, for example:
 1. in writing to the following address: M-way Workshop, ul. Wapienna 49, 43-340 Kozy (Poland);
 2. via email to the following address: mway.workshop@gmail.com
2. An exemplary model withdrawal form is included in Annex 2 to the Consumer Rights Act and is also available as an Annex to these Terms and Conditions, at the bottom of the page. The Customer may use the form template, but it is not obligatory.
3. The period for withdrawal from the Purchase Agreement begins when the Consumer or a third party designated by them, other than the carrier, takes possession of the Product, and in the case of a Purchase Agreement that: (1) includes many Products that are delivered separately, in batches or in parts - from taking possession of the last Product, batch or part, or (2) consists in the regular delivery of Products for a specified period - from taking possession of the first of the Products.
4. In the event of withdrawal from the Purchase Agreement, the agreement is considered void.
5. The Seller is obliged to immediately, not later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the agreement, return to the Consumer all payments made by them, except for the costs of delivery of the Product, if the Product was sent to the Customer and the Seller incurred shipping costs.
6. The Seller shall refund the payment using the same method of payment as used by the Consumer, unless the Consumer has expressly agreed to a different method of return, which does not involve any costs for him. If the Seller has not offered to collect the Product from the Consumer himself, he may withhold the reimbursement of payments received from the Consumer until he receives the Product back.
7. The Consumer is obliged to immediately, no later than within 14 days from the date on which they withdrew from the agreement, return the Product to the Seller or hand it over to a person authorized by the Seller to collect it, unless the Seller has offered to collect the Product himself. To meet the deadline, it is enough to return the Product before its expiry. The Consumer may return the Product to the following address: M-way Workshop, ul. Wapienna 49, 43-340 Kozy (Poland).
8. The Consumer is liable for the decrease in the value of the Product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product.
9. The Consumer bears the direct costs of returning the Product.

VII. PROVISIONS APPLICABLE TO NON-CONSUMERS

1. This section of the Terms and Conditions and the provisions contained therein apply only to Customers and Users who are not Consumers, and have priority in the event of discrepancies with the other provisions of the Terms and Conditions.
2. According to art. 106b paragraph 5 of the Polish VAT Act, in the case of a sale recorded using a cash register confirmed by a fiscal receipt, an invoice for the taxpayer of the tax or value added tax is issued only if the receipt confirming the sale includes the NIP number or the Customer's VAT number.
3. The Seller has the right to withdraw from the Purchase Agreement within 14 days from the date of its conclusion. Withdrawal from the Purchase Agreement in this case may take place without giving a reason and does not give rise to any claims on the part of the Customer against the Seller.
4. The Seller has the right to limit the available payment methods, including requiring prepayment in whole or in part, regardless of the payment method chosen by the Customer and the fact of concluding the Purchase Agreement.
5. Upon the release of the Product by the Seller to the carrier, all benefits and burdens associated with the Product and the risk of accidental loss or damage to the Product are transferred to the Customer. In such a case, the Seller shall not be liable for any loss, defect or damage to the Product that arose since its acceptance by the carrier, until it is delivered to the Customer, as well as for any delay.
6. In the event of sending the Product to the Customer via a carrier, the Customer is obliged to inspect the package in time and in the manner accepted for such packages. If they find that the Product has been lost or damaged during transport, they are obliged to perform all actions necessary to determine the liability of the carrier.
7. The Seller's liability under the warranty for the Product is excluded.
8. The Service Provider may terminate the provision of Online Services with immediate effect and without giving reasons by sending the User an appropriate statement.
9. The Service Provider's liability towards the User is limited - both as part of a single claim and for all claims in total - up to the amount of the paid price and delivery costs under the Purchase Agreement, but not more than two hundred euros. The Service Provider is liable to the User only for typical damages predictable at the time of concluding the Purchase Agreement and is not liable for lost profits.
10. Any disputes arising between the Service Provider and the User shall be submitted to the court having jurisdiction over the Service Provider's seat.

VIII. COMPLAINTS

1. Complaints related to the provision of Online Services by the Service Provider and other complaints related to the operation of the Online Store (excluding the Product complaint procedure, which is indicated in clause 4 and following below) may be submitted by the User as follows:
 1. in writing to the following address: M-way Workshop, ul. Wapienna 49, 43-340 Kozy (Poland);
 2. via email to the following address: mway.workshop@gmail.com.
2. It is recommended that the User provides in the complaint:

1. information and circumstances regarding the subject of the complaint, in particular the type and date of irregularities;
2. User's requests;
3. contact details;

– it will facilitate and accelerate the consideration of the complaint by the Service Provider. The requirements set out in the preceding sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.

3. The Service Provider responds to complaints immediately, no later than within 14 days from the date of their submission.

4. The basis and scope of the Seller's liability towards the Customer, if the Product has a physical or legal defect (warranty), are defined by generally applicable law.

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

6. A Product complaint may be submitted by the Customer, for example:

1. in writing to the following address: M-way Workshop, ul. Wapienna 49, 43-340 Kozy (Poland);
2. via email to the following address: mway.workshop@gmail.com.

7. It is recommended that the Customer provide in the content of the Product complaint:

1. information and circumstances regarding the subject of the complaint, in particular the type of the defect and the time of its occurrence;
2. demand of a method of bringing the Product into compliance with the Purchase Agreement, or a declaration of price reduction or withdrawal from the Purchase Agreement;
3. contact details of the person submitting the complaint;

- it will facilitate and speed up the consideration of the Product complaint by the Seller. The requirements set out in the preceding sentence are only recommendations and do not affect the effectiveness of Product complaints submitted without the recommended description of the complaint.

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

9. The Customer who exercises the rights under the warranty is obliged to deliver the defective Product to the following address: M-way Workshop, ul. Wapienna 49, 43-340 Kozy (Poland). The costs of delivering the defective Product are borne by the Seller.

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

1. Detailed information on the possibility for Consumers to use out-of-court complaint and redress methods and the rules of access to these procedures are available at the offices and on the websites of municipal consumer officers, social organizations whose

statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and at the following addresses of the Office of Competition and Consumer Protection:

1. http://www.uokik.gov.pl/spory_konsumenckie.php;
2. http://www.uokik.gov.pl/sprawy_indywidualne.php;
3. http://www.uokik.gov.pl/wazne_adresy.php.

2. The Consumer has the following exemplary possibilities of using extrajudicial means of dealing with complaints and redress:

1. The Consumer is entitled to apply to a permanent amicable consumer court referred to in art. 37 of the Polish Act of December 15, 2000 on the Trade Inspection, with a request to settle a dispute arising from the concluded purchase agreement. The regulations of the organization and operation of permanent consumer courts of arbitration are specified in the ordinance of the Minister of Justice of 6 July 2017 on the rules of organization and operation of permanent arbitration courts at voivodeship inspectors of commercial inspection;
2. The consumer is entitled to apply to the provincial inspector of the Trade Inspection, in accordance with art. 36 of the Polish Act on Trade Inspection, with a request to initiate mediation proceedings for the amicable settlement of the dispute between the Customer and the Seller. Information on the rules and procedure of the mediation procedure conducted by the provincial inspector of the Trade Inspection is available at the premises and on the websites of individual Provincial Inspectorates of the Trade Inspection;
3. The Consumer may obtain free assistance in resolving a dispute between the Consumer and the Service Provider, also using the free assistance of a municipal consumer officer or a social organization whose statutory tasks include consumer protection (e.g. <http://www.federacja-konsumentow.org.pl/>).

X. INFORMATION ABOUT SPECIAL RISKS RELATED TO THE USE OF ONLINE SERVICES

1. The basic threat to every Internet user, including people using online services, is the possibility of "infecting" the ICT system by various types of software created mainly to cause damage, such as viruses, "worms" or "Trojan horses". To avoid risks associated with this, including those appearing at the time of opening emails, it is important that the Customer provides their device with an anti-virus program and constantly updates it, installing its latest versions, as soon as they appear on the market. The Service Provider also informs that special risks related to the use of a service provided online, including the ones described in these Terms and Conditions, are related to the activity of the so-called hackers, intending to break into both the Service Provider's system (e.g. attacks on its websites) and the Customer. Therefore, the Customer acknowledges that despite the Service Provider's use of various modern "defense" technologies, there is no perfect protection against the above-described undesirable activities.

2. As for the privacy policy applied by the Service Provider and information on the functions and purposes of software and data not being a component of the service content, entered by the Service Provider into the ICT system used by the Customer, the Service Provider refers to the Privacy Policy.

XI. FINAL PROVISIONS

1. Agreements concluded via the Online Store are concluded in English.
2. The Terms and Conditions and the Privacy Policy of the Online Store are available to the Customers in English and Polish.
3. Amendments to the Terms and Conditions:
 1. The Service Provider reserves the right to amend the Terms and Conditions for important reasons, that is: changes in the law; changes in payment and delivery methods - to the extent to which these changes affect the implementation of the provisions of the Regulations.
 2. In the event of concluding continuous agreements on the basis of the Terms and Conditions (e.g. provision of Online Services - Account), the amended Terms and Conditions bind the User if the requirements specified in art. 384 and 384¹ of the Polish Civil Code are met, i.e. the User has been properly informed about the changes and has not terminated the agreement within 14 days from the date of notification. In the event that the amendment to the Terms and Conditions results in the introduction of any new fees or an increase in the current fees, the Consumer has the right to withdraw from the agreement.
 3. In the event of concluding agreements of a different nature than continuous agreements (e.g. Purchase Agreement) on the basis of these Terms and Conditions, the amendments to the Terms and Conditions will not in any way infringe the rights acquired by Customers before the date of entry into force of the amendments, in particular, such amendments will not affect the already submitted Orders and concluded, implemented or performed Purchase Agreements.
4. In matters not covered by these Terms and Conditions, generally applicable provisions of Polish law shall apply.
5. The Terms and Conditions enter into force on 02.11.2020.

**APPENDIX 1 to the Terms and Conditions of the MWAY-WORKSHOP.EU Online Store
Declaration of withdrawal from the purchase template**

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

Recipient:

**Marek Łazorczyk
ul. Wapienna 49,
43-340 Kozy, Poland
mway.workshop@gmail.com**

I / We (*) hereby inform about my / our withdrawal from the purchase agreement of the following products:

- 1.....
- 2.....
- 3.....
-
-

Date of conclusion of the agreement(*)/receipt(*):

.....

Name and surname of the consumer(s):

.....

Consumer(s) address:

.....

(*) *Delete as appropriate*

.....
(date of submission of the declaration and consumer's signature)