



OPA
Terms of service

§ 1
Introductory provisions

1. The OPA online store, available on www.opathings.eu, is run by Julia Anna Czub, conducting business activity under the business name Julia Czub, entered into the Central Register and Information on Business Activity (CEIDG) maintained by the minister responsible for economy, NIP 9522039017 REGON 524883666.
2. These Regulations are addressed to both Consumers and Entrepreneurs using the Store and define the rules for using the Online Store as well as the rules and procedure for concluding Sales Agreements with the Customer at a distance via the Store.

§ 2
Definitions

1. **Consumer** - a natural person concluding a contract with the Seller within the Store, the subject of which is not directly related to his or her business or professional activity.
2. **Seller** - a natural person conducting business activity under the name Julia Czub, entered into the Central Register and Information on Business Activity (CEIDG) kept by the minister responsible for the economy.
3. **Customer** - any entity making purchases through the Store.
4. **Entrepreneur** - a natural person, a legal person and an organizational unit that is not a legal person, to which a separate act grants legal capacity, conducting business activity on its own behalf, which uses the Store.
5. **Shop** - online shop run by the Seller on www.opathings.eu

6. **Remote contract** - a contract concluded with the Customer as part of an organised system of concluding remote contracts, without the simultaneous physical presence of the parties, with the exclusive use of one or more means of distance communication up to and including the moment of conclusion of the contract.

7. **Regulations** - these regulations of the Store.

8. **Order** - a declaration of will of the Customer submitted via the Order Form and aiming directly at concluding a Product Sales Agreement or Products with the Seller.

9. **Product** - a movable item available in the Store that is the subject of the Sales Agreement between the Customer and the Seller.

10. **Sales Agreement** - a Product sales agreement concluded or entered into between the Customer and the Seller.

§ 3

Contact with the Store

1. Seller's email address: opa.things@gmail.com
2. Seller's bank account number PL75 1240 1112 1111 0011 6315 8737
3. The Customer may communicate with the Seller via email and private message via the Instagram platform.

§ 4

General information

1. The Seller, to the fullest extent permitted by law, is not liable for any disruptions, including interruptions in the functioning of the Instagram platform, preventing contact with the customer.
2. Prices quoted by the store are in PLN and are gross prices (including VAT). For customers placing international orders, the price is converted by payments services provider Stripe.
3. The final amount to be paid by the Customer consists of the price for the Product and the cost of delivery, about which the Customer is informed when placing the Order.
4. All products offered in the Store are handmade, the product you receive may differ slightly in appearance from the product presented in the offer.

§ 5

Rules for placing an order

To place an Order you must:

1. Place an order on our website www.opathings.eu
2. Pay for the order through the methods indicated in **§6** of the Regulations payment methods.

§ 6

Offered delivery and payment methods

1. The Customer may use the following methods of delivery or collection of the ordered Product:
 - a. Home Delivery by Parcel Delivery Company
 - b. Inpost Paczkomat delivery (only for orders to Poland)
2. The customer can use the following payment methods:
 - a. Payment via *Stripe* within "Submit order" form

§ 7

Execution of the sales contract

1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer places an Order in accordance with § 5 of the Regulations.
2. After placing an Order, the Seller immediately confirms its receipt and simultaneously accepts the Order for processing. Confirmation of receipt of the Order and its acceptance for processing occurs by sending the Customer an appropriate email. Upon receipt of the above message, a Sales Agreement is concluded between the Customer and the Seller.
3. Customer is obliged to make the payment within 7 calendar days from the date of conclusion of the Sales Agreement - otherwise the order will be canceled.
4. The product will be shipped by the Seller within **14** business days in the manner chosen by the Customer when placing the Order.
5. The beginning of the delivery period of the Product to the Customer is counted from the date the funds are credited to the Seller's bank account.
6. The beginning of the period of readiness of the Product for collection by the Customer is counted from the date of crediting the Seller's bank account.
7. Product delivery takes place within the European Union and United Kingdom.
8. Product delivery to the Customer is subject to payment, unless the Sales Agreement provides otherwise. Product delivery costs (including transportation, delivery, and postal fees) are indicated to the Customer in the Terms and Conditions in **§9** Shipping Costs and during the Order placement process, including when the Customer expresses their willingness to be bound by the Sales Agreement.

§ 9

Shipping costs

1. Delivery to Poland

- a. Courier shipping: PLN 20.00
 - b. Inpost Paczkomat shipping: PLN 18.00
2. International shipping
- a. Courier shipping [prices are different for each country]
 - b. Shipping by traditional mail [PLN 20.00]

§ 10

Right of withdrawal

1. All products offered by the Seller are made on demand, which means that according to the Polish law the consumer has no statutory right of withdrawal. This means that the Seller has the full right to refuse returns, and this option will be considered individually by the Seller.
2. The Consumer may request withdrawal from the Contract by submitting a declaration of intention to withdraw from the Contract to the Seller via e-mail to the address indicated in **§3** of the Regulations, entering the word "Return" and the name and surname provided when placing the order in the subject line of the e-mail.
3. In the event of withdrawal from a Contract concluded at a distance, the Contract shall be deemed not to have been concluded.
4. In the event of withdrawal from the Agreement, the Seller shall immediately return to the Consumer, no later than within 14 days from the date of the positive consideration of the request to withdraw from the Agreement, all payments made by him, including the costs of delivery of the goods, with the exception of additional costs resulting from the method of delivery chosen by the Consumer other than the cheapest standard delivery method offered by the Seller.
5. The Seller will refund the payment using the same payment method that was used by the Consumer in the initial transaction, unless the Consumer has expressly agreed to another solution that will not involve any costs for him.
6. The Seller may withhold reimbursement until the Product has been received back or until proof of its return has been provided, whichever occurs first.
7. The Consumer should return the Product to the Seller's address provided by the Seller in the email immediately, no later than 14 days from the date on which the Seller approved the withdrawal request. The deadline will be met if the Consumer returns the Product before the 14-day period expires.
8. The Consumer shall bear the direct costs of returning the Product, including the costs of returning the Product if, due to its nature, the Product could not be returned by regular mail.

§ 11

Complaints and warranty

1. The Sales Agreement covers new Products.
2. The Seller is obliged to deliver the item to the Customer free from defects.
3. In the event of a defect in the goods purchased from the Seller, the Customer has the right to make a complaint based on the provisions on warranty in the Civil Code.
4. Complaints should be submitted electronically to the Seller's email address provided in these Regulations, with the word "Complaint" and the name and surname provided when placing the Order in the subject line of the message.
5. Goods returned under the complaint procedure should be sent to the address indicated by the Seller in electronic correspondence.

§ 12

Extrajudicial methods of handling complaints and pursuing claims

1. Detailed information on the Consumer's possibility of using out-of-court complaint and redress procedures as well as the rules of access to these procedures are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and at the following websites of the Office of Competition and Consumer Protection: http://www.uokik.gov.pl/spory_konsumenckie.php; http://www.uokik.gov.pl/sprawy_indywidualne.php and http://www.uokik.gov.pl/wazne_adresy.php.
2. The consumer has the following examples of possibilities to use out-of-court complaint and redress procedures:
 - a. The Consumer is entitled to apply to a permanent consumer arbitration court, referred to in Article 37 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to resolve a dispute arising from the Agreement concluded with the Seller.
 - b. The Consumer is entitled to contact the provincial inspector of the Trade Inspection, in accordance with Article 36 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to initiate mediation proceedings for the amicable settlement of the dispute between the Consumer and the Seller.
 - c. The consumer may obtain free assistance in resolving a dispute between him and the Seller, also using the free assistance of the district (municipal) consumer ombudsman or a social organization whose statutory tasks

include consumer protection (e.g. the Consumer Federation, the Association of Polish Consumers).

§ 13

Personal data

1. The administrator of Customers' personal data collected via the Store is the Seller.
2. Customers' personal data collected by the administrator via the Store are collected for the purpose of implementing the Sales Agreement.
3. The recipients of personal data of Store Customers may be:
 - a. In the case of a Customer who uses the Store's delivery method by post or courier, the Administrator makes the collected personal data of the Customer available to the selected carrier or intermediary carrying out the shipment on behalf of the Administrator.
4. The Customer has the right to access and correct his/her data.
5. Providing personal data is voluntary, however, failure to provide the personal data specified in the Regulations and required to conclude the Sales Agreement will result in the inability to conclude the agreement.

§ 14

Final provisions

1. Agreements concluded via the Store are concluded in Polish or English.
2. The Seller reserves the right to amend the Terms and Conditions for important reasons, including: changes in legal regulations, changes in payment and delivery methods – to the extent that such changes affect the implementation of the provisions of these Terms and Conditions.
3. In matters not regulated in these Regulations, the generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the Act on the provision of electronic services; the Consumer Rights Act; the Personal Data Protection Act.
4. The customer has the right to use out-of-court complaint and redress procedures. To do this, they can submit a complaint via the EU ODR online platform available at: <http://ec.europa.eu/consumers/odr/>.