

I General provisions

§1. Definitions

1. Website - (online store) located at www.zegarkiblonie.pl, which allows the Purchase of the Goods for customers.
2. Goods - Goods that can be traded (sold), available for purchase on the Website
3. Client - a natural person, legal person or organizational unit with the sales capacity unincorporated, making purchases on the Website.
4. COMPANY - BŁONIE Sp. z o.o., ul. Aleja Prymasa Tysiąclecia 48A, 01-242 Warsaw (hereinafter "Company headquarters"), Registry court in which the company's documentation is kept: District Court for the Capital City of Warsaw Warsaw in Warsaw, XII Commercial Division of the National Court Register, KRS number: 0000514611, NIP: 7010430409, Regon: 147275361, Share capital: PLN 166,700.00 (paid in full), being the owner of the Website. Contact details: blonie@zegarkiblonie.pl.
5. Service - A service consisting in enabling Customers to purchase a Product selected from among available on the Website.
6. Coupon Code - a code entered during periodic promotions organized by the COMPANY.
7. Offer - a product or service offered by the COMPANY and received by customers after entering the Code coupon when placing an order during the period of the promotional period.
8. Regulations - these regulations.

§2.

Law basics

The service is provided on the basis of the Regulations and applicable provisions of Polish law.

§3.

Technical requirements

In order to use the Website, the following is required:

- a) having a computer device with an installed web browser, which the configuration enables access to the Website at the internet address www.zegarkiblonie.pl, as well as accepting and using cookies and connecting the end device to the network Internet,
- b) having active electronic mail (e-mail).

§4.

Legal requirements

1. Each customer is obliged to read and accept the provisions of the Regulations unconditionally before using the Service.
2. The customer who makes a purchase on the Website declares that he has full legal capacity.

§5.

Subject of the Regulations

The Regulations define the terms and conditions for the provision of the Service by the COMPANY via the Website.

II. Use of the Service

§6.

Purpose of the Service

The main purpose of the Service is to enable people visiting the Website to purchase Goods.

§7.

Due diligence

The COMPANY exercises due diligence to provide the Service at the highest level.

§8.

Invitation to conclude a contract

Information about the Goods available in the Website's assortment constitutes an invitation to conclude a contract in the meaning of Art. 71 of the Civil Code.

§9.

Prices

Prices of the Goods indicated on the Website:

- a) include VAT and are given in Polish zlotys as gross amounts;
- b) do not include delivery costs. Delivery costs depend on the method of delivering the Goods to the Customer, from the value and size of the order and are provided when selecting the method of delivery of the Goods by the Customer. The total cost of the order (i.e. the price of the Goods including delivery costs) is indicated in the summary of the cart before placing the order by the customer.

§10.

Price changes

The COMPANY reserves the right to make changes to the prices of the Goods on an ongoing basis. The permission about which referred to in the previous sentence, does not affect orders placed before the effective date of the price change.

§11.

Supply

1. Information on the number of working days, ie days of the week from Monday to Friday, excluding days statutory holidays, during which the parcel is dispatched, is visible on the subpage summary of the order details, before placing the order by the customer. The above information is the time counted from the moment of placing the order in the case of payment on delivery or at the time of posting the payment on the COMPANY's account in the case of electronic payment until sending the subject of the order to the customer via a courier company. Lead time the order is given takes into account the date of completion of all ordered Goods. The time of order fulfillment depends on the availability of the given Good.
2. In Poland and other European Union Member States, the subject of the order may be delivered via a courier company to the address indicated by the Customer.
3. The COMPANY is not responsible for the extended delivery time or non-delivery due to the application incorrect or incomplete data by the Customer, including incorrect or incomplete address delivery.

4. Available delivery methods:

a) Courier delivery.

5. Delivery costs are indicated clearly when placing an order. They depend on the Customer's choice of the method of delivery and payment.

§12.

The ordering process

1. The process takes place via the website www.zegarkiblonie.pl;

2. The process begins by clicking the "Add to cart" button on the subpage of a given Product. The next step is to go to the basket subpage and then go to the checkout via the "checkout" button and select the payment method and method of delivery of the Goods and provide the address data for the Goods and customer identification data.

3. After entering the order data and selecting the delivery choice, a subpage with a summary of the order will appear, where information about the order and information about consumer rights with distance selling will be available.

4. The next step in the ordering process is clicking "Buy and pay", which directs you to the operator's subpage, through which you can make a payment.

5. The last step is to receive an order confirmation from the COMPANY to the e-mail address provided by the Client.

§13.

Payment

1. The website enables payment via commercial means:

a) PayU,

b) Pay Pal.

2. The customer placing a custom order from the payment formula:

a) receipt

b) an invoice.

§14.

Complaints

1. The customer who purchases the product has the right to file a complaint within 2 (two) years from the date of issue of the Goods, provided that within two months from the date on which non-conformities were discovered relating to the delivered Goods under contract, the customer notifies the COMPANY of the non-compliance found.

2. The COMPANY will respond to the customer's complaint and notify the customer within 14 (fourteen) calendar days regarding how to proceed.

3. A prerequisite for the COMPANY to consider a complaint is the delivery of Goods by the Customer, together with the proof of purchase of the Goods (Goods) from the COMPANY and description of the complaint to the address of the company's headquarters.

4. If the complaint is considered in favor of the Client - the COMPANY will repair or replace it with the Client

the Goods subject to the complaint are fully fledged or, if the replacement or repair is not possible, the customer will be refunded for the advertised Goods within 14 (fourteen) days from the date of considering the complaint.

5. If the complaint is considered in favor of the Client - the COMPANY shall reimburse the Client for the costs incurred in connection with the complaint procedure, in particular the cost of delivery of the Goods (return and shipping).

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6. The customer purchasing the Goods for purposes related to professional or business activity (Customer not being a consumer) has the right to lodge a complaint in accordance with applicable regulations legal provisions, however, the COMPANY's liability under the warranty for physical defects of the products is limited to the amount that the Client has paid to the COMPANY for the purchase of a given product.

§15.

Withdrawal from the contract

1. A customer who is a natural person, making purchases on the Website in an area unrelated to his business or professional activity (consumer) may withdraw from the contract for the sale of the Goods purchased on the Website without giving any reason within 14 (fourteen) calendar days from the date of release of the Goods (deliveries).
2. To meet the deadline, it is enough to send a declaration of withdrawal from the contract before the expiry of the deadline.
3. Consequences of withdrawal from the Agreement:
 - a) In the event of withdrawal from a Distance Agreement, the Agreement shall be deemed not to have been concluded.
 - b) In the event of withdrawal from the Agreement, the Seller shall immediately return to the Consumer, not later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the Agreement, all payments made by the Consumer, including the costs of delivering the item, except for additional costs resulting from the Consumer's selected a delivery method other than the cheapest usual delivery method offered by the Seller.
 - c) The reimbursement will be made by the Seller using the same payment methods that were used by the Consumer in the original transaction, unless the Consumer has expressly agreed to a different solution that will not involve any costs for the Seller.
 - d) The Seller may withhold the reimbursement until the Product is received back or until proof of its return is provided to the Seller, whichever occurs first.
 - e) The consumer should return the Product to the address of the company's seat provided in these Regulations immediately, no later than 14 days from the day on which the consumer informed the Seller about the withdrawal from the Agreement. The deadline will be met if the Consumer sends the Product back within 14 days.
 - f) The Consumer bears 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.
 - g) The consumer is only responsible for reducing the value of the Product resulting from using it in a different way than was necessary to establish the nature, characteristics and functioning of the Product.
4. The right to withdraw from a distance contract is not entitled to the Consumer in relation to the Agreement:
 - a) in which the subject of the service is a non-prefabricated item, manufactured according to the Consumer's specification or serving to satisfy his individual needs,
 - b) for the provision of services, if the Seller has fully performed the service with the express consent of the Consumer, who was informed before the commencement of the service that after the Seller has fulfilled the service, he will lose the right to withdraw from the Agreement,
 - c) in which the subject of the service are items that after delivery, due to their nature, are inseparably connected with other items,
5. The right to withdraw from the contract is not granted to the Customer (consumer) in the case of purchasing the Goods with the properties specified by the consumer in the order placed by the consumer or strictly related to the consumer's natural person.

§16.

Service Availability

1. The COMPANY, to the fullest extent permitted by law, shall not be liable for disruptions, including interruptions, in the functioning of the Website caused by force majeure, unlawful actions of third parties or incompatibility of the Website with the technical infrastructure of the Customer.
2. The COMPANY makes every effort to ensure that the services provided on the Website are at the highest level
level, however, the COMPANY does not exclude the possibility of temporarily suspending the availability of the Website in order to carry out maintenance, inspection, replacement of equipment or in connection with the necessity to modernize or expand the Website.

§17.

Use of the Website

1. A person visiting the Website may use all available functionalities of the Website, incl purchase Goods available in the Website's assortment.

III Final Provisions

§18.

Contact with the Service

In order to contact the COMPANY, please send a message to the e-mail address:
blonie@zegarkiblonie.pl

§19.

Validity of the provisions

If recognized by a competent court or public authority competent in the case, selected provisions of the Regulations are invalid, the remaining provisions shall remain in force.

§20.

Jurisdiction

1. Any disputes arising between the Customer who is not a consumer within the meaning of the law, and in particular, within the meaning of the provisions of the Civil Code, and the COMPANY will be settled by a court locally appropriate for the headquarters of the COMPANY.
2. In the event of a dispute between the Customer who is a consumer and the Company, the Customer has the right to choose the court appropriate to resolve the dispute from among the appropriate common courts.

§21.

Applicable rules

In matters not covered by these Regulations, the provisions of Polish law, in particular the Civil Code, and the provisions of the Act on special conditions of consumer sales and amendment of the Civil Code (Journal of Laws No. 141 of 2002, item 1176 as amended) and the Act shall apply. on the protection of certain rights consumers and liability for damage caused by a dangerous product (Journal of Laws No. 22 z 2000, item 271 as amended d.).

§22.

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Blocking outgoing messages

To the fullest extent permitted by law, the COMPANY is not responsible for blocking by administrators of mail servers sending messages to the e-mail address provided by the Customer and by removing and blocking e-mails by software installed on the computer used by the Customer.

§23.

Changing the Regulations

1. The Regulations may be changed by the COMPANY, with the provision that the updated regulations will be made available to customers at least 14 days before their entry into force in the manner providing the opportunity to become acquainted with the new or changed provisions.
2. In the event of non-acceptance of the changes to the provisions of the Regulations, the Customer is obliged to contact the Website by e-mail within 14 days of receiving information about changes to the Regulations to inform the Seller about the disagreement.
3. In the event of non-acceptance of the amendment to the provisions of the Regulations, immediately after receiving such information by the Website, the Customer's data will be removed from the Website, and the new provisions of the Regulations will not apply to the Customer.
4. Orders placed by customers before the entry into force of amendments to the regulations are implemented in accordance with the existing provisions of the regulations.

§24.

Availability of the Regulations

The Regulations are available for viewing in electronic form on the website www.zegarkiblonie.pl in a format that allows it to be displayed in a web browser and downloaded to a hard disk and possibly printed.

§25.

Entry into force of the Regulations

The Regulations enter into force on November 24, 2020.