

Terms and Conditions of the Online Store Miradouro Cerâmica

I. General Provisions, Contact with the Store Owner

1. These terms and conditions (hereinafter referred to as the "Terms") define the rules and conditions for using the Miradouro Cerâmica online store, operating at: www.miradourocaramica.com.
2. The owner of the store is Adam Tomys, an entrepreneur conducting business under the name Software Development Adam Tomys, headquartered at ul. Mieczysława Karłowicza 11/7, 40-145 Katowice, registered in the Central Register and Information on Economic Activity, NIP: 4980238958 (hereinafter referred to as the "Seller").
3. Seller's contact details are as follows:
 - o Address: ul. Mieczysława Karłowicza 11/7, 40-145 Katowice
 - o Email: contact@miradourocaramica.com
 - o Phone number: +48 570 140 389 (customer service hours are provided in the "Contact" section)

II. Technical Requirements

1. To use the Store, you need:
 - a computer or another device with an internet browser;
 - access to the Internet;
 - an active email address.

III. Personal Data

1. The administrator of personal data of the Store's customers is the Seller.
2. All information regarding the processing of personal data of customers and other users of the Store's website is provided in the Privacy Policy.

IV. Conclusion of Sales Agreement, Customer Account

1. The Store enables the purchase of goods (hereinafter referred to as "Products") displayed on its website. Registration or creating an account is not required. To place an order, choose the desired products, add them to the cart, and proceed with the checkout process (selecting delivery and payment options).
2. Information about the products in the Store, including descriptions and prices, constitutes an invitation to conclude a sales agreement within the meaning of Article 71 of the Polish Civil Code, in accordance with these Terms.

3. To place an order, it is necessary to fill in all required data in the order form needed to fulfill the agreement. Optional data (e.g., for issuing an invoice) may also be entered.
4. Creating a customer account ("Account") is a one-time process. The email address and password selected during registration are used for logging in. The account provides access to order history and simplifies future purchases.
5. The customer can delete their account at any time, free of charge, by sending a request to kontakt@miradouroceramica.pl.
6. Clicking the "Buy and pay" button (or similar) means:
 - a. placing an offer to purchase the Products in accordance with the order details and these Terms,
 - b. accepting the obligation to pay the price and shipping costs.
7. The sales agreement ("Agreement") is concluded upon the Seller's acceptance of the order, which is confirmed via an email to the customer.
8. If the Seller cannot fulfill the order (in whole or in part), the customer will be informed. No Agreement will be concluded in that case. If the order was prepaid, the Seller will promptly return the payment.
9. The Seller will provide confirmation of the Agreement on a durable medium no later than at the time of delivery.
10. The Store is not liable for failure or delay in delivery due to incomplete or incorrect shipping information provided by the customer.
11. The Seller reserves the right to withhold order processing if the provided data is false or doubtful. The Seller will attempt to contact the customer to verify the data.

V. Prices and Payment Methods

1. The prices of Goods are given in Polish zloty (PLN) and as gross amounts, i.e., inclusive of VAT.
2. The delivery cost of the Goods is provided separately in the Store's shopping cart, depending on the delivery method chosen by the customer.
3. Available payment methods are described on the Store's website under the "Payment Methods" tab and are presented to the customer during the ordering process (in the shopping cart).
4. The Store offers the following payment methods:
 - a. Instant electronic transfer / BLIK / payment via so-called virtual wallet – through the payment platform:
Przelewy24
 - b. Card payment: Visa, Visa Electron, MasterCard, MasterCard Electronic

VI. Delivery of Goods

1. The delivery of Goods is carried out via the DPD courier company.

2. Except for Goods collected by the customer in person, an order is considered completed at the moment the shipment is dispatched to the customer (entrusted to the carrier engaged in transport services). The exact delivery time is determined by the carrier.
3. Goods are shipped by the Seller within up to 7 business days, unless a different period is explicitly stated in the product description at the time of order placement. Detailed order fulfillment times are provided on the Store's website under the "Order Fulfillment Time" tab.
4. By default, the Seller handles orders within the territory of the Republic of Poland, with the customer covering the costs indicated on the Store's website under the "Delivery Time and Costs" tab. International shipping is possible, with the customer covering the costs listed on the Store's website or those individually agreed upon with the customer.

VII. Withdrawal from the Contract

1. A customer who is a consumer or a privileged entrepreneur as defined in Article 7aa of the Consumer Rights Act (hereinafter referred to as a "Privileged Entrepreneur") has the statutory right to withdraw from the contract of sale of Goods within 14 days from the date of receipt, without giving any reason, subject to the exceptions listed below.
2. To meet the withdrawal deadline, it is sufficient for the customer to send a declaration of withdrawal within the above-mentioned period:
 - by email to: contact@miradouroceramica.com, or
 - in writing to the address: ul. Mieczysława Karłowicza 11/7, 40-145 Katowice.
3. The declaration of withdrawal can be submitted using the template available [here], although using the template is not mandatory. The Seller will promptly confirm receipt of the withdrawal declaration via email.
4. The customer must then return the Goods, at their own expense, within the following 14 days to the postal address: ul. Mysłowicka 35A/12, 40-486 Katowice.
5. The Seller will promptly, no later than within 14 days from receiving the withdrawal declaration, refund the customer:
 - the price of the Goods,
 - the original delivery cost of the Goods to the customer, based on the least expensive standard delivery method offered in the Store.
6. The Seller may withhold the refund until the Goods are received back or until the customer provides proof of having sent them, whichever occurs first.
7. The refund will be issued using the same payment method used by the customer in the original transaction, unless the customer has expressly agreed to a different method.
8. The customer is liable for any diminished value of the returned Goods resulting from using them in a way other than what is necessary to establish their nature, features, and functioning.

VIII. Exceptions to the Right of Withdrawal

1. The right of withdrawal does not apply to contracts for the supply of Goods that:
 - a. are non-prefabricated, made to the consumer's/Privileged Entrepreneur's specifications, or clearly personalized;
 - b. are liable to deteriorate or expire rapidly;
 - c. are delivered in sealed packaging that was opened after delivery and cannot be returned due to health protection or hygiene reasons;
 - d. are audio or visual recordings or computer software supplied in sealed packaging that has been opened after delivery;
 - e. after delivery, become inseparably mixed with other items due to their nature (e.g., construction materials once used);
 - f. are newspapers, periodicals, or magazines, with the exception of subscription agreements;
 - g. have prices dependent on fluctuations in the financial market beyond the Seller's control, which may occur before the withdrawal period expires;
 - h. are alcoholic beverages for which the price was agreed upon at the time of the sales contract, delivery is possible only after 30 days, and the value is subject to market fluctuations beyond the Seller's control.

IX. Complaints

1. The Seller is obliged to deliver Goods that conform with the Contract.
2. The Seller is liable for the conformity of Goods with the contract in accordance with the Consumer Rights Act for consumers and Privileged Entrepreneurs. For other customers, liability is based on the Civil Code.
3. Complaints can be submitted:
 - by email to: contact@miradouroceramica.com, or
 - in writing to the address: ul. Mieczysława Karłowicza 11/7, 40-145 Katowice.
4. The Seller will respond to the complaint in the form it was submitted (in writing or by email) within 14 days of receipt.
5. If the customer is not satisfied with how the complaint is handled by the Seller, both consumers and Privileged Entrepreneurs may (in addition to ordinary court proceedings) use out-of-court dispute resolution methods.
6. To do so, they may:
 - i. file a request with the provincial inspector of the Trade Inspection to initiate mediation for amicable dispute resolution,
 - ii. seek assistance from a district (municipal) consumer ombudsman or a consumer protection organization,
 - iii. use the ODR (Online Dispute Resolution) platform for resolving disputes between consumers and businesses relating to contracts concluded online – more information can be found [\[here\]](#),
 - iv. apply to a permanent consumer arbitration court to resolve the dispute arising from the concluded contract.

7. Additional information about out-of-court complaint and redress procedures is available on the website of the Office of Competition and Consumer Protection: <https://polubowne.uokik.gov.pl/>.

X. Final Provisions

1. Polish law shall apply to contracts concluded in the Store. The contract is concluded in the Polish language.
2. None of the provisions of these Terms and Conditions exclude or in any way limit the rights of the consumer (or Privileged Entrepreneur) arising from applicable legal regulations.
3. The Seller may amend the Terms and Conditions at any time; such amendments shall apply to orders placed after the publication of the updated version. In the case of (i) previously concluded contracts for the provision of a digital service or electronic service, as well as (ii) customers who hold an account in the Store – the customer will be informed about the change in the Terms and Conditions and the option to reject the new version.
4. These Terms and Conditions are effective as of November 30, 2024.