

TERMS AND CONDITIONS OF THE BWA WROCŁAW ONLINE STORE

These Terms and Conditions have been drawn up pursuant to Article 8 of the Act of July 18, 2002, on the Provision of Electronic Services (Journal of Laws of 2024, Item 1513, as amended), applicable legal provisions, in particular the provisions of the Civil Code and the Act of May 30, 2014, on Consumer Rights (Journal of Laws of 2024, Item 1796, as amendments), as well as Directive (EU) 2023/2673 of the European Parliament and of the Council of November 22, 2023, amending Directive 2011/83/EU with regard to distance contracts for financial services and repealing Directive 2002/65/EC (OJ EU L of 2023, item 2673) governs the rules for concluding contracts for the sale of Goods through the online store operated at <https://sklep.bwa.wroc.pl/> (hereinafter referred to as the "STORE") by BWA Wrocław Galerie Sztuki Współczesnej (BWA Wrocław Galleries of Contemporary Art), ul. Ruska 46a/103, segment B, 50-079 Wrocław, entered in the Register of Cultural Institutions maintained by the Local Government of the Municipality of Wrocław under number RIK 20/94, Tax ID (NIP): 896-000-58-45, REGON 000278391, tel. +48 539 218 444, email address: sekretariat@bwa.wroc.pl

§1 Definitions

Customer – a natural person with full legal capacity, a legal entity, or an organizational unit without legal personality that uses the Store and purchases Goods.

Terms and Conditions – these Terms and Conditions of the Online Store.

Seller – BWA Wrocław Galerie Sztuki Współczesnej (BWA Wrocław Galleries of Contemporary Art), ul. Ruska 46a/103, segment B, 50-079 Wrocław.

Goods – products offered for sale through the Store.

Order – all Goods placed by the Customer in the shopping cart.

§2 General Provisions

1. The Store conducts retail sales via the Internet in accordance with the terms set forth in these Terms and Conditions.
2. These Terms and Conditions are an integral part of the sales contract concluded with the Customer, and their provisions are binding on the Customer if they were made available to the Customer prior to the conclusion of the contract in a manner that allowed the Customer to review and retain their content.
3. The Terms and Conditions are made available to the Customer free of charge in a format that allows them to be downloaded, saved, and printed.
4. Acceptance of these Terms and Conditions and the Customer's provision of the information necessary to fulfill the order are prerequisites for the conclusion of the sales contract.
5. The subject of the sale is new Goods, free from physical and legal defects.
6. The prices of the Goods in the store are listed in Polish zlotys; they are gross prices (including VAT) and do not include shipping costs.
7. Information regarding the total order value, including shipping costs, is presented to the Customer before the order is placed.

8. In the event of a price reduction for a Product, the Seller informs Customers of the current price of the Goods and the lowest price of those Goods in effect during the 30-day period prior to the price reduction. This information is presented in a unambiguous and legible manner, in accordance with applicable regulations regarding the disclosure of price reductions.
9. The Store ships orders outside of Poland in accordance with the price list set forth in Appendix 1.
10. The Seller does not use price personalization mechanisms.
11. The Seller does not engage in practices aimed at manipulating the Customer's decisions, in particular so-called "dark patterns," which involve making it difficult to cancel a purchase or misleading the Customer through the store's interface. The store does not publish reviews of Products.

§3 Orders

1. Browsing the product selection and placing orders does not require creating an account.
2. You may voluntarily create an account using the form available on the Store's website at <https://sklep.bwa.wroc.pl/moje-konto/> or when placing an order.
3. To place an order, you must: – select Products and add them to your cart, – select a shipping method, – proceed to checkout, – provide the information necessary to fulfill the order, – select a payment method, – click "Buy and Pay."
4. The Store confirms receipt of the order by sending an email.
5. The information provided with the Product—in particular, the price, product specifications, and features—is binding on the Parties at the time the order is placed.
6. The information on the Store's website does not constitute an offer within the meaning of the Civil Code.
7. The contract is concluded when the Customer clicks "Buy and Pay."

§4 Payments

1. The Customer may choose from the following payment methods:
 - a) cash/payment card—for in-person pickup at the Seller's premises (ul. Ruska 46a/103, segment B, 50-079 Wrocław, Monday through Friday, excluding public holidays, from 9:00 a.m. to 3:00 p.m.),
 - b) by traditional bank transfer, with payment made to the Seller's account number provided during the order fulfillment process (the transfer details will be included in the Order Confirmation; please enter the order number in the "Transfer Title" field—failure to do so may delay order fulfillment). If you choose this payment method, the funds must be credited to the Seller's account within 5 business days of placing the order. After this period, the order will be automatically canceled.
 - c) Instant bank transfer via the Przelewy24 service; Terms of Service: <https://www.przelewy24.pl/regulamin>
 - d) credit card—transactions processed by Przelewy24. The payment card processor is PayPro SA Agent Rozliczeniowy, ul. Pastelowa 8, 60-198 Poznań, entered in the Register of Entrepreneurs of the National Court Register

maintained by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number 0000347935, NIP 7792369887, REGON 301345068. Website Terms of Service: <https://www.przelewy24.pl/regulamin>. In the event that a refund is required for a transaction made by the Customer using a payment card, the Store will issue the refund to the bank account associated with the Customer's payment card.

§5 Shipping of Goods / In-Store Pickup

1. Orders are processed in the order in which they are received until stock is exhausted.
2. Payment for the Goods and shipping is a condition for the release or shipment of the Goods.
3. The Store ships the ordered Goods via Poczta Polska or Pocztex.
4. Shipping costs depend on the total weight of the Goods and the selected delivery method. The shipping rate schedule is included in Appendix 1 to these Terms and Conditions.
5. Orders are shipped within 3 business days from the date the funds are credited to the Seller's bank account.
6. The delivery date is the sum of the order processing time and the shipping time. The delivery date may be extended for reasons beyond the Seller's control.
7. In-person pickup of the ordered Goods is possible provided that an email confirming the completion of the order has been received.
8. In-person pickup is available at the Seller's headquarters: ul. Ruska 46a/103, segment B, 50-079 Wrocław, Monday through Friday, excluding statutory holidays, between 9:00 a.m. and 3:00 p.m. within 5 business days of placing the order. After this period, the order will be automatically canceled.

§6 Proof of Purchase

1. The Seller documents the sale of Goods in accordance with applicable tax laws. The Buyer receives a document confirming the purchase in the form of a fiscal receipt, an e-receipt, or an invoice—in accordance with applicable regulations and the type of transaction made.
2. At the Customer's request, made at the time of placing the order, the Seller will issue an invoice in accordance with the information provided by the Customer.
3. Invoices are issued as structured invoices via the National e-Invoice System (KSeF), in accordance with applicable law. At the Customer's request, the Seller may additionally provide a preview of the issued invoice, which is for informational purposes only and does not constitute a separate invoice.

In the event of a failure or unavailability of the KSeF, the Seller will issue and provide the invoice in accordance the rules set forth in applicable law.

§7 Complaints

1. In the event that the Goods sold in the Store have physical or legal defects within the meaning of the Civil Code, the Customer has the right to file a complaint.
2. Differences in the appearance of the Goods resulting from the individual settings of the device used by the Customer (in particular screen, display, or web browser settings) do not constitute grounds for filing a complaint if the Goods comply with the contract.
3. The Goods subject to the complaint, along with a description of the defect and the Customer's expectations regarding how the complaint should be resolved (in accordance with the form constituting Appendix 2 to these Terms and Conditions) and proof of purchase of the Goods (receipt/VAT invoice), must be delivered to the Seller's registered office (BWA Wrocław Galerie Sztuki Współczesnej, ul. Ruska 46a/103, segment B, 50-079 Wrocław, with the note "Store—COMPLAINT").
4. The Seller will respond to the Customer's complaint within 14 business days from the date of receipt of the complete shipment (in accordance with the provisions of subsection 3 of this paragraph). The Seller will provide the Customer with a written response to the complaint (by mail or email). If the Seller does not respond to the complaint within 14 business days of receiving it, the complaint is deemed accepted.
5. If resolving an accepted complaint involves sending new Goods to the Customer, the Seller shall bear the delivery costs.
6. If the complaint is rejected, the Goods will be returned to the Customer along with a statement explaining the reason for the rejection.

§8 Out-of-Court Complaint Resolution

1. Detailed information regarding the Customer's options for utilizing out-of-court complaint resolution and claim enforcement procedures, as well as the rules for accessing these procedures, is available at the offices and on the websites of county (municipal) consumer ombudsmen, civic 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: https://www.uokik.gov.pl/spory_konsumentckie.php, https://www.uokik.gov.pl/sprawy_indywidualne.php, and https://www.uokik.gov.pl/wazne_adresy.php.
2. The customer has the following examples of options for using out-of-court complaint resolution and claim enforcement:
 - a) The customer may apply to the permanent arbitration court at the relevant provincial inspectorate of the Trade Inspection Authority to resolve a dispute arising from the concluded contract.
 - b) The customer may contact the competent provincial inspector of the Trade Inspection Authority with a request to conduct mediation proceedings in order to resolve the dispute amicably.
 - c) A customer may obtain free assistance in resolving a dispute between the customer and the Seller, and may also seek free assistance from the county (municipal) consumer ombudsman or a civic organization whose statutory mission includes consumer protection

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

§9 Right to Withdraw from the Contract

(Return Policy, Appendix No. 4)

1. A Customer who is a Consumer has the right to withdraw from a distance contract within 14 days of receiving the Goods, without providing a reason.
2. The Seller provides a simple and unambiguous mechanism for withdrawing from the contract: – via an electronic withdrawal form available on the Store’s website, – or by sending a paper form to the Seller’s address.
3. The Seller does not engage in any practices that hinder withdrawal from the contract.
4. The Customer may use the form provided in Appendix 3 or submit a statement in any unambiguous form (e.g., email).
5. The Customer is required to return the Goods within 14 days of submitting the statement of withdrawal.
6. The Goods must be returned to the Seller’s address with the note “Store – RETURN.”
7. The cost of returning the Goods is borne by the Customer.
8. Returned Goods must be complete and show no signs of use beyond what is necessary to determine their nature and functionality.
9. The Seller will refund the payment within 14 days of receiving the notice of withdrawal, subject to the right to withhold the refund until the Goods are received or proof of their return is provided.
10. The refund will be issued using the same payment method the Customer used, unless the Customer agrees to a different method.

§10 Personal Data Protection and Cookie Policy

1. The Seller is the controller of personal data processed in connection with the Customer’s actions aimed at concluding the Sales Agreement and in connection with its performance.
2. Detailed information regarding the processing of personal data is contained in [the Privacy Policy](#), which constitutes an integral part of these Terms and Conditions.
3. [The Cookie Policy](#) is also an integral part of these Terms and Conditions.

§11 Intellectual Property

1. All texts and photos of the Goods are protected by copyright. The Customer is obligated to comply with intellectual property laws. In particular, any copying, modification, or public distribution of the provided content without the Seller’s written consent is prohibited, unless otherwise provided for in separate agreements or by mandatory provisions of law.

§12 Final Provisions

1. These Terms and Conditions are effective as of the date of their publication on the Store's website.
2. The Seller may amend these Terms and Conditions for valid reasons, in particular due to changes in the law, the Seller's details, payment methods, or delivery methods.
3. Amendments to the Terms and Conditions take effect no earlier than 7 days after their publication.
4. Customers with an account will be notified of the changes via email.
5. Orders placed before the changes take effect will be processed according to the previous terms.
6. In matters not covered herein, the provisions of Polish law shall apply, in particular the Civil Code, the Act on the Provision of Electronic Services, and the Act on Consumer Rights.

Shipping Rate Schedule for GOODS

1. Shipments are handled by POCZTA POLSKA

POLAND

Priority Letter up to 1 kg – 10.30 PLN

Priority package

Weight	Price
up to 1 kg	18.20
1 kg – 2 kg	19.00
2 kg – 5 kg	22.00
5 kg – 10 kg	28.00

INTERNATIONAL

Weight	EUROPE including CYPRUS, ISRAEL (excluding Russia)	NORTH AMERICA, AFRICA	SOUTH AMERICA, CENTRAL AMERICA, ASIA	AUSTRALIA, OCEANIA
up to 0.5 kg	28.00	29.00	33.00	44.00
over 0.5 to 1 kg	38.00	47.00	54.00	77.00
over 1 kg to 2 kg	64.00	82.00	100.00	152.00

2. Shipping handled by POCZTEX – within Poland only

weight	fee
up to 1 kg	16.00
up to 5 kg	18.00
over 5 kg to 10 kg	21.00
over 10 kg to 20 kg	28.00
over 20 kg to 30 kg	55.00

In-person pickup at the Seller's headquarters, ul. Ruska 46a/103, segment B, 50-079 Wrocław, Poland – no additional fees.

.....
City, Date

.....
.....
.....
Customer's first name, last name, and address

BWA Wrocław
Galerie Sztuki Współczesnej
ul. Rуска 46a/103, segment B
50-079 Wrocław
Poland

Submitting a Complaint

I hereby notify you that the merchandise I purchased:
.....
order date and number is defective.

The defect consists
of:
.....
.....

In light of the above, I hereby request:

- a) Replacement of the Goods with defect-free ones*
- b) Free repair of the defect*
- c) A price reduction for the Goods in the amount of PLN
(in words: PLN)*
- d) A refund for the Goods subject to the complaint*

If you have selected option c) or d) above, please refund the money to the following bank
account:
First and last name of the bank account holder:

.....
Legible signature of the Customer

*delete as appropriate

.....
City, Date

.....
.....
.....
Customer's first name, last name, and address

BWA Wrocław
Galerie Sztuki Współczesnej
ul. Ruska 46a/103, segment B
50-079 Wrocław
Poland

**Statement
of Withdrawal from a Distance Contract**

I,, hereby give notice of my withdrawal from the contract for
the sale of the following

Goods:
.....

.....
Order number and date:

Date of order receipt:

I am also requesting a refund of the amount paid: PLN

(in words:
PLN)

to the bank

account:
.....

First and last name of the bank account

holder:

.....

Appendix No. 4 to the Terms and Conditions of the BWA Wrocław Online Store

**RETURN POLICY (WITHDRAWAL FROM THE AGREEMENT)
BWA Wrocław Galleries of Contemporary Art – Online Store**

1. General Provisions

This Return Policy sets forth the rules for withdrawing from a distance contract concluded through the online store operated by:

BWA Wrocław Galleries of Contemporary Art, ul. Ruska 46a/103, segment B, 50-079 Wrocław.

This Policy supplements the Online Store Terms and Conditions and complies with the Consumer Rights Act and EU Directive 2023/2673 (Digital Fairness Directive).

2. Right to Withdraw from the Contract

1. A Customer who is a Consumer has the right to withdraw from a distance contract within **14 days** of receiving the Goods, without providing a reason.
2. The right of withdrawal also applies to a natural person conducting business activity, provided the contract is not of a professional nature for that person.

3. Simple Withdrawal Process

The Seller provides the option to submit a notice of withdrawal in a simple, transparent manner that does not require unnecessary steps:

- via **the electronic withdrawal form** available on the Store's website,
- or by sending a **paper form** (Appendix 3 to the Terms and Conditions) to the Seller's address,
- or by submitting a statement in any unambiguous form (e.g., email).

The moment the notice is sent by the Customer is considered the time of submission.

4. Return of Goods

1. The Customer is required to return the Goods immediately, no later than **14 days** from the date of submitting the notice of withdrawal.
2. The Goods should be returned to the following address:

BWA Wrocław Galerie Sztuki Współczesnej, ul. Ruska 46a/103, segment B, 50-079 Wrocław, Poland, with the note *"Store – RETURN"*

3. To meet the deadline, it is sufficient to ship the package before the deadline expires.
4. The seller does not accept shipments sent cash on delivery.

5. Condition of Returned Goods

1. The customer is liable for any reduction in the value of the Goods resulting from use that goes beyond what is necessary to determine their nature, characteristics, and functionality.
2. Returned Goods should be in pristine condition, complete, and show no signs of use.

6. Return Costs

1. The Customer is responsible for the cost of returning the Goods.

7. Refund

1. The Seller shall refund all payments received from the Customer no later than **14 days** from the date of receipt of the notice of withdrawal.
2. The Seller may withhold the refund until the Goods are received or proof of their return is provided.
3. The refund will be issued using the same payment method the Customer used, unless the Customer agrees to a different method.

8. Exceptions to the Right of Withdrawal

The right of withdrawal does not apply in the cases specified in Article 38 of the Consumer Rights Act, in particular with respect to:

- goods made to individual order,
- goods delivered in sealed packaging that cannot be returned once opened for hygiene reasons.

9. Contact Regarding Returns

Any questions regarding returns may be directed to: ksiegarnia@bwa.wroc.pl