

**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