TERMS AND CONDITIONS OF THE BWA WROCŁAW ONLINE STORE

These Terms and Conditions have been prepared in accordance with 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 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, in particular, one who makes purchases through it.
Consumer – a natural person who enters into a legal transaction with the Seller that is not directly related to their business or professional activity.
Entrepreneur with consumer rights – a natural person who enters into a contract with the Seller that is directly related to their business activity, provided that the content of such contract indicates that it is not of a professional nature for that person, arising in particular from the nature of the business activity they conduct, as disclosed pursuant to the provisions on the Central Register and Information on Economic Activity.
Terms and Conditions – these Terms and Conditions of the Online Store.
Seller – BWA Wrocław Galleries of Contemporary Art, ul. Ruska 46a/103, segment B, 50-079 Wrocław.
Goods – products offered for sale through the Store.
Order – a statement by the Customer intended to conclude a contract with the Seller for the sale of Goods, specifying, in particular, the type and quantity of Goods, the method of delivery, and the method of payment.

§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. These 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, unless the description of a specific Good indicates otherwise.
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 Product and the lowest price of that Product in effect during the 30-day period prior to the price reduction. This information is presented in a clear and unambiguous 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. Creating and using an account is free of charge.
3. The Customer may cancel their Account at any time by submitting a request for its deletion via the functionality available in the Store or by contacting the Seller at the email address ksiegarnia@bwa.wroc.pl . Deleting an Account does not affect the rights and obligations arising from Sales Agreements concluded prior to its deletion.
4. To place an order, you must: – select the 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."
5. The store confirms receipt of the order by sending an email.
6. The information provided with the Product—in particular, the price, description, and characteristics of the Product—is binding on the Parties at the time the order is placed.
7. The Customer's placement of an Order constitutes an offer to enter into a Sales Agreement
   under the terms and conditions specified in the Order and the Terms and Conditions.
8. Immediately upon receiving the Order, the Seller sends the Customer a confirmation of receipt of the Order to the email address provided by the Customer.
9. The Sales Agreement is concluded upon the Seller's sending of an email confirming acceptance of the Order for fulfillment, unless the content of that message indicates otherwise.

10. If the Order cannot be fulfilled, particularly due to the unavailability of the Goods, the Seller shall immediately notify the Customer. If the Sales Agreement has not yet been concluded, the Seller shall immediately refund to the Customer any payments made by the Customer.
11. After the Sales Agreement is concluded, the Seller provides the Customer with a confirmation of the conclusion of the Sales Agreement on a durable medium, including the information required by law.
12. The information contained on the Store's web pages regarding the Goods does not constitute an offer within the meaning of the Civil Code, unless the content of a specific piece of information clearly indicates otherwise.

§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) traditional bank transfer to the Seller's account number specified during the Order processing (transfer details will be provided in the Order Confirmation; please include 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) via instant bank transfer processed by Przelewy24; Terms of Service: https://www.przelewy24.pl/regulamin
   d) by credit/debit card—transactions processed by Przelewy24. The payment card operator 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. Terms of Service: https://www.przelewy24.pl/regulamin. If 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.
2. The Seller shall not charge the Customer fees for making a payment in an amount exceeding the direct costs incurred by the Seller in this regard, unless the law permits the collection of higher fees.

§5 Shipping of Goods / In-Store Pickup

1. Orders are processed in the order in which they are received until inventory is exhausted.
2. Payment for the Goods and shipping is a condition for the release or shipment of the

Goods.

3. The Seller delivers the Goods through the delivery providers listed in the Store, in particular Poczta Polska/Pocztex, or allows for in-person pickup if that option is available.
4. Shipping costs depend on the total weight of the Goods and the selected delivery method. The shipping rate schedule is attached as 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. If circumstances beyond the Seller's control affect the delivery date, the Seller will notify the Customer—for example, via email—of the expected delivery date for the Goods.
8. In-person pickup of the ordered Goods is possible provided that an email confirming the completion of the order has been received.
9. In-person pickup is available at the Seller's headquarters: ul. Ruska 46a/103, segment B, 50-079 Wrocław, generally Monday through Friday, excluding public holidays, from 9:00 a.m. to 3:00 p.m., unless the Seller specifies different hours, within 5 business days of receiving the email confirming that the order has been processed (as referred to in paragraph 8 above).
10. If Goods ordered with the in-person pickup option were paid for at the time of placing the order, and if they are not picked up by the specified deadline, the Seller may contact the Customer to arrange an additional pickup date.
11. If the order is not picked up within the designated additional timeframe (as referred to in paragraph 10 above), the Seller has the right to rescind the sales contract.
12. If the Goods ordered with the in-person pickup option were not paid for at the time the order was placed, the order will be canceled after the deadline specified in paragraph 9 of this section has passed.

§6 Proof of Purchase

1. The Seller documents the sale of Goods in accordance with applicable tax laws. The Customer 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 during the ordering process, 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.

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

§7 Complaints

1. The Seller is liable to the Customer for any nonconformity of the Goods with the contract under the terms set forth in applicable law. In the case of a Customer who is a Consumer or an Entrepreneur with consumer rights, the Seller's liability for non-conformity of the Goods with the contract is governed by the provisions of the Act of May 30, 2014, on Consumer Rights (i.e., Journal of Laws of 2024, item 1796, as amended). If the Goods are found to be non-compliant with the contract, the Customer may file a complaint with the Seller.
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. A complaint may be filed in any form. To facilitate the processing of the complaint, the Customer may use the complaint form included as Appendix 2 to these Terms and Conditions. In the complaint, the Customer should, to the extent possible, identify the Goods, describe the identified lack of conformity of the Goods with the contract, and may specify their request. To facilitate the identification of the purchase, the Customer may attach proof of purchase; however, failure to submit such proof shall not constitute grounds for refusing to accept or process the complaint.
4. In the event of a complaint regarding the Goods' non-conformity with the contract, the Customer may demand that the Goods be repaired or replaced, in accordance with the provisions of the Consumer Rights Act. In the cases specified in that Act, the Customer may also demand a price reduction or withdraw from the contract.
5. If resolving the complaint requires the Goods to be delivered to the Seller, the Seller shall agree with the Customer on the method and deadline for making the Goods available. The costs of delivering the Goods in connection with the complaint shall be borne by the Seller in accordance with the terms set forth in applicable law.
6. The Seller will respond to the Customer's complaint within 14 days of receiving it. Failure by the Seller to respond within this period means that the Seller has accepted the complaint.
7. The Seller shall repair or replace the Goods within a reasonable time and without undue inconvenience to the Customer, taking into account the nature of the Goods and the purpose for which it was purchased.
8. In the event of repair or replacement of the Goods, the costs associated with bringing the Goods into compliance with the contract—including, in particular, delivery, transportation, labor, and material costs—shall be borne by the Seller.
9. In the event of a price reduction, the Seller shall refund the Customer an amount

corresponding to the reduced price in accordance with the terms and within the timeframe specified in the Consumer Rights Act.

10. In the event of withdrawal from the Sales Agreement due to non-conformity of the Goods with the contract, the Seller shall refund the payments due to the Customer in accordance with the terms set forth in the Consumer Rights Act.
11. If a complaint is rejected, the Seller will inform the Customer of the reasons for rejecting the complaint. If the Goods were made available to the Seller in connection with the complaint, they will be returned to the Customer in accordance applicable law.

§8 Out-of-Court Complaint Resolution

1. Detailed information regarding the Customer's ability to utilize out-of-court complaint resolution and the pursuit of claims, as well as the rules for accessing these procedures, are 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_konsumenckie.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 utilizing out-of-court complaint resolution and claim enforcement:
   a) The customer may apply to the permanent arbitration court at the relevant provincial inspector of the Trade Inspection with a request to resolve a dispute arising from the concluded contract,
   b) The customer may apply to the competent provincial inspector of the Trade Inspection Authority to conduct mediation proceedings in order to amicably resolve the dispute,
   c) The 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).
3. The use of out-of-court complaint resolution and claim enforcement procedures is voluntary.
4. This paragraph does not constitute an obligation on the part of the Seller to participate in a specific out-of-court proceeding unless such an obligation arises from statutory provisions.

§9 Right to Withdraw from the Contract

1. The Customer has the right to withdraw from a distance contract within 14 days of

receiving the Goods, without providing a reason.

2. The period for withdrawing from the Sales Contract begins:
    a) in the case of a Sales Agreement covering a single item—on the day the Customer or a person designated by the Customer (other than the carrier) took possession of the item,
    b) in the case of a Sales Agreement covering multiple Items delivered separately, in batches, or in parts—on the day the Customer or a person designated by the Customer (other than the carrier) took possession of the last Item, batch, or part.
3. The Seller does not engage in any practices that hinder withdrawal from the contract.
4. The Seller provides a simple and unambiguous mechanism for withdrawing from the contract:
    a) by using the electronic cancellation form available on the Store's website,
    b) or by sending a paper form (e.g., as per Appendix 3 to the Terms and Conditions) to the Seller's address,
    c) or by submitting a statement in any unambiguous form (e.g., an email sent to ksiegarnia@bwa.wroc.pl).
5. To meet the deadline referred to in paragraph 1, it is sufficient to send a statement of withdrawal before the expiration of that deadline.
6. The moment the statement is sent by the Customer is considered the time of submission.
7. The Customer is required to return the Goods within 14 days from the date of submitting the of withdrawal.
8. The Goods must be returned to the Seller's address: **BWA Wrocław Galleries of Contemporary Art,** ul. Ruska 46a/103, segment B, 50-079 Wrocław, with the note *"Store – RETURN."*
9. To meet the deadline, it is sufficient to ship the package before the deadline expires.
10. The Seller does not accept shipments sent cash on delivery.
11. The cost of returning the Goods is borne by the Customer.
12. Returned Goods must be complete and show no signs of use beyond what is necessary to determine their nature and functionality.
13. The Seller will issue a refund 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.
14. The refund will be issued using the same payment method the Customer used, unless the Customer agrees to a different method.
15. The right of withdrawal does not apply in the cases specified in Article 38 of the Consumer Rights Act, in particular with respect to:
    a) goods made to individual order,
    b) goods delivered in sealed packaging that cannot be returned once opened for hygiene reasons.
16. Any questions regarding returns may be directed to: ksiegarnia@bwa.wroc.pl

§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.
4. Personal data is processed in accordance with applicable laws, in particular the provisions regarding the protection of personal data.
5. Providing the data marked as required during the Order placement process is necessary for the conclusion and performance of the Sales Agreement, except in cases in which the law provides for a different basis for processing.

§11 Intellectual Property Rights

1. The rights to the content posted on the Store, in particular texts, photographs, graphics, logos, visual materials, and the layout and composition of the Store, are protected in accordance with the provisions of applicable law, in particular the provisions regarding copyright and related rights, to the extent that they meet the conditions for protection set forth in those provisions.
2. The Customer's use of the content made available in the Store is permitted solely to the extent necessary to use the Store and to enter into and perform Sales Agreements, subject to the exceptions provided for in applicable law.
3. In particular, it is prohibited to copy, reproduce, distribute, make publicly available, or modify the content posted on the Store without the prior consent of the rights holder, if such actions exceed the scope of fair use as defined by law.
4. The provisions of this paragraph do not limit the Customer's rights arising from mandatory provisions of law, in particular those concerning fair use.

§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.

Appendix No. 1 to the Terms and Conditions of the BWA Wrocław Galleries of Contemporary Art Online Store

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 (except 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 up to 10 kg	21.00
over 10 kg to 20 kg	28.00
over 20 kg to 30 kg	55.00

3. In-Store Pickup

The customer may pick up the ordered merchandise in person, with no additional delivery charges,

at the following address:

BWA Wrocław Galleries of Contemporary Art

ul. 46a/103 Ruska, segment B

50-079 Wrocław

The Customer will be informed of the options and schedule for in-person pickup in the manner determined by the Seller.

Appendix No. 2 to the Terms and Conditions of the BWA Wrocław Galleries of Contemporary Art Online Store

.....
City, Date

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

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

Complaint Form

I hereby report that the merchandise I purchased: .....
.....
order date and number ……, date of receipt of the Goods …… is defective.

The defect consists of: .....
.....
.....
In light of the above, I hereby request:

a) Replacement of the Goods *
b) Free repair of the defect*
c) A price reduction for the Goods in the amount of …… PLN
   (in words: …… PLN)*
d) Withdrawal from the Sales Agreement*

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: .....

Please send a response to my complaint to the following email address:
.....

.....
Legible signature of the customer

**delete as appropriate*

Appendix No. 3 to the Terms and Conditions of the BWA Wrocław Galleries of Contemporary Art Online Store

.....
City, Date

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

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

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 receipt of the order: .....
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:

.....

.....
Legible signature of the Customer