

REGULATIONS

Regulations of the Kreativia Online Store available at: www.b2b.kreativia.pl

The seller, owner of the store and administrator of personal data is: Kreativia sp. z ograniczoną odpowiedzialnością spółka komandytowa in Przeźmierowo (ul. Składowa 10, 62-080 Przeźmierowo)

Registration Data: The Company is registered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Economic Department - National Court Register under KRS number: 0000612393, NIP number 7811926746, REGON number 36417921500000.

I. General provisions

Kreativia store is an online store offering paintings, prints, posters on fabric, photographs on fabric, wallpaper and frames

A customer is a person who makes a purchase from a store, either as a consumer or a businessman (especially "for a company").

From the standpoint of entitlement, the customer can be treated as:

1. Entrepreneur - to whom the provisions of the Civil Code and these Regulations apply
2. Consumer* - to whom the provisions of the Civil Code, the Act of May 30, 2014 on Consumer Rights and these Regulations apply.
3. A businessman who is treated as a consumer in certain situations, which means that he has certain special rights (e.g., from Section VIII of the Regulations)

* * A consumer is defined as an individual (customer) making a legal transaction (e.g., a purchase) with an entrepreneur (i.e., with the Kreativia Store) that is not directly related to his/her business or professional activity

4. In connection with the above, it is clarified that the provisions of the law and the provisions relating to the consumer contained in these Regulations shall apply to the entrepreneur-individual concluding a contract directly related to his/her business activity, when it is clear from the content of this contract that it does not have a professional character for this person, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity

The Regulations define the terms and conditions of use of the Kreativia Online Store, operating at: www.sklep.kreativia.pl, as well as the scope of the Store's responsibilities. By using the services of the Kreativia Store, the user (Client) confirms that he/she has read the Regulations and accepts all of their provisions, also agreeing to abide by their provisions. All contractual relationships between Kreativia and customers are subject to the Terms and Conditions and the General Terms and Conditions of Business. Possible deviations are considered only if they have been previously confirmed between Kreativia and the customer in writing or have been expressly stated in these General Terms and Conditions. The customer undertakes to provide complete and truthful data in the order form. In case of providing false data, the customer is liable for the resulting damage. In matters not regulated in the Regulations, in particular for the submission of declarations of intent in electronic form, the provisions of the Civil Code shall apply. If any clause of these General Terms and Conditions has lost or will lose its legal force, the remaining clauses will remain in effect without change.

The Regulations enter into force on 01.01.2022 and apply to contracts and orders concluded from that date.

II. Registration and Contract Conclusion

The customer registers in the system free of charge at the time of purchase of goods. The store has exclusive access to the system. The customer has an access to his account.

Purchases can be made only by persons fully capable of legal action. The customer undertakes to show a copy of an identity card upon request. In order to gain access, one must fill out an electronic application form located on the website. Along with the purchase, the e-mail address (which is the username) and password must be provided. The username must not violate the rights of third parties or other copyrights or intellectual property rights, and must not violate social norms and morals. The customer agrees to protect his access data to the store (including the password) and not to share it with third parties.

The handling of customer data is specified in the Privacy Policy available at: www.b2b.kreativia.pl/regulamin

The goods and any other products presented by the Store on the Internet or other media do not constitute a commercial offer within the meaning of the Civil Code, but are only an invitation to the customer to present a purchase offer, which can be submitted through the website www.sklep.kreativia.pl and the online order form prepared by Kreativia.

The order placed by the Customer constitutes the conclusion of a contract and is based on the applicable Regulations. Any ordered goods must be configured by the Customer according to his individual instructions, decisions and wishes. The Customer is obliged to familiarize himself with all the possibilities of configuration and take into account the total price.

The customer is required to read the technical specifications for the preparation of digital materials for printing, available on each product page.

Prices depending on the customer's country are given as either net or gross and excluding shipping costs.

Once the order is placed, confirmation of the order takes place on the purchase finalization page. The start of the order completion date is the next business day after the day on which the payment was accepted or credited.

The store reserves the right to provide service and fulfill the order if the materials from the customer will contain content contrary to the law, morality or rules of social coexistence, and will not violate intellectual property rights (including copyright) and the right to the image of persons. The store also reserves the right to make changes in the prices of the goods on offer, as well as changes in the amount of the cost of delivery of the ordered items.

III. Payments - terms and conditions

Kreativia only accepts prepayment for orders accepted for processing.

Payment for goods can be made by prepayment to the account number provided or by secure payment system via DotPay. Payment by credit card is also possible. Payment by check or cash is not possible. Payment is considered completed after the payment is credited to the account. Placement of the order and posting of payment is confirmed via e-mail. The customer has the ability to monitor the status of the order

IV. Deliveries - terms and conditions

Ordered items are shipped to the customer via courier service, personal collection is not possible. Each product from the Store's offer has a specific and specified in the order metric. It runs from the moment the payment is credited to the Store's account. If delivery of the product is not possible, the Customer will be immediately notified. Delivery costs are calculated per order and appear in the shopping cart after indicating the delivery address or at checkout in the stage of selecting the form of delivery as the final price. Delivery cost is calculated for each order regardless of the form of delivery. In the case of delivery of goods that do not correspond to the contractual arrangements arising through the fault of the Store, an additional lead time of a maximum of 2 weeks will be granted with the consent of the customer

V. Damage caused during transport

The buyer should check the condition of the shipment when receiving it from the courier. Detailed guidelines on how to proceed in such a situation are contained in the document Complaints of shipments - guidelines for customers, available at www.sklep.kreativia.pl/reklamacje-przesylek.

In order to efficiently process the order, the customer is obliged to immediately inform the store about the attempted delivery of a damaged shipment.

VI. Responsibility

The store is not responsible for the lack of constant access to the Store, the speed of the system, access to the Internet, as well as technical and electronic errors occurring during the ordering process, if the cause of their occurrence is due to factors beyond the control of the store.

VII. Right to withdraw from the terms of the contract

Kreativia is a dedicated Shop of production on demand. The customer himself determines the parameters of the order through the initial selection of the photo, material, print dimensions up to the selection of possible finishing options for the product. Thus, the production is realized from scratch according to the Client's order. For these reasons, in accordance with the applicable law, the Customer is not able to withdraw from the contract

Accordingly, the right of withdrawal under Article 27 of the Law on Consumer Rights (i.e., the actual return of the goods within 14 days without giving a reason), definitively does not apply to the following contracts (Article 38 of the Law on Consumer Rights):

1. pertaining to the delivery of goods that have been prepared and made to the customer's special order, including wall murals, paintings, posters, stickers and other products made to the customer's individual order,
2. pertaining to a non-refabricated product, manufactured to the Customer's specifications or serving to meet the Customer's individualized needs
3. concerning goods that have been ordered and will be used for the use of the Customer's business activity, when it follows from the content of this agreement that it has a professional character for this person, resulting in particular from the subject of the business activity performed, made available on the basis of the provisions on the Central Register and Information on Business Activity

VIII. Complaints and returns

Kreativia provides a 24-month warranty for purchased goods, which is effective from the date of delivery of the product to the customer. The complaint procedure is contained in the Regulations for Filing Complaints, available at www.b2b.kreativia.pl/reklamacje-przesylek Insignificant deviations of the delivered product from that offered in the store cannot be the basis for a complaint. Insignificant deviation is considered slight differences in format, type and quality of the substrate, which technologically in the production process is unavoidable. Differences in the color of the actual product in relation to the color of this product, reproduced by the computer monitor, can also not be the basis for a complaint. The store will also not recognize a complaint in the event of improper handling of the product by the customer, or its improper use or installation. The seller is responsible to the buyer (customer) if the sold thing has a defect that reduces its value or usefulness, if the thing does not have the properties that the store assured the customer of, or if the thing was given to the customer in an incomplete state. In such a case, the customer may demand that the product be brought into conformity with the contract by repairing it free of charge or replacing it with a new product. Complaints are processed within 14 days of submission and return delivery of the product.

If the Store delivers a defect-free item in addition to the delivery, it may require the Customer to return the defective goods. The warranty is excluded for contracts concluded with a customer who is a businessman.

IX. Seller's withdrawal from the terms of the contract

The Store reserves the right to withdraw from the terms of the contract within 7 days of its conclusion, excluding the possibility of claiming compensation from the Customer in case of circumstances beyond the control of the Store, which could not have been foreseen.

The basis for withdrawal within the prescribed period is also interference in the structure of the store by third parties, as a result of which the functionality, parameters of the service and the mechanism for placing orders and prices have changed.

X. Copyright

The purchase of goods does not imply the acquisition of any copyright or other intellectual property rights in the purchased products. The customer or third parties are not authorized to produce, distribute or reproduce the products offered in the Store.

In matters not regulated in this paragraph, the provisions of the Act of February 4, 1994 on Copyright and Related Rights shall apply.

XI. Personal information

By registering in the online store, the customer simultaneously agrees to the processing of his personal data to the extent necessary for the execution of the concluded contract. The Customer's submitted personal data is protected in accordance with the Personal Data Protection Act of May 10, 2018 and the European Union Regulation "RODO". - detailed information is contained in the Privacy Policy, available at www.b2b.kreativia.pl./polityka-prywatnosci/. The store makes every effort to exclude the possibility of unauthorized access to this data by third parties or other unauthorized persons. Personal data are not shared with any entities, except for entities that participate in the execution of the contract, personal data are not shared for marketing purposes

XII. Final provisions

In matters not covered by these Regulations, the provisions of the Civil Code or other legal regulations relating to the operation of websites and online stores shall apply. The store reserves the right to make changes to these Terms and Conditions.