

## ROYAL-STONE.PL ON-LINE STORE RULES & REGULATIONS

### GLOSSARY

*The Seller* – the owner of royal-stone.pl on-line store

*The Customer* – a physical person with complete or limited legal capacity, a legal person or an organized unit with legal capacity but no legal identity, who uses the royal-stone.pl on-line store, especially in order to make purchases.

*The Store* – the royal-stone.pl on-line store

### § 1. GENERAL ACKNOWLEDGEMENTS

1. The royal-stone.pl on-line store operating under the address royal-stone.pl conducts trade activity in the field of wholesale and retail sale of jewelry making supplies (semi-precious and ornamental stones, beads, crystal beads, silver and metal accessories, leather cords, elastic cords and wires, haberdashery articles, tools, jewelry accessories etc.)
2. The royal-stone.pl on-line store is owned by royal-stone.pl Marek Górski, 3 Mała Street, Blizne Łaszczuńskiego, 05-082, Poland, NIP (VAT ID): 592-179-68-29, REGON (Business ID): 147036662.
3. Filling out the registration form and creating an Account is equal with becoming familiar with and accepting the Rules & Regulations.
4. In order to successfully place an order, a device which allows browsing the Internet and is equipped with a keyboard or another pointing device is required, allowing the Customer to correctly fill out the forms and access the Internet.
5. The products and prices presented on the royal-stone.pl on-line store's website do not constitute an offer in the meaning of the Civil Code. The prices and the descriptions of products are only a trade information. By placing an order using the mechanism available on the website, the Customer places an offer of purchase on the conditions specified by the product's description. The given quantity and weight (in case of packed elements), as well as the size of the product may differ slightly (+/-5%).
6. The Seller reserves the right to change the price of the offered products, introduce new products, conduct, alter and end promotional campaigns.
7. Orders placed prior to introducing changes described above will be realized on the basis of rules binding at the time of placing the order. The entry cannot be applied to products on any kind of special offer or sale in case the product is out of stock.
8. The Seller will with utmost care attempt to ensure that the number of items in stock visible on the website corresponds with their real availability. In case an ordered item is unavailable, the Seller will immediately contact the Customer to determine further realization of the order.
9. The acknowledgments of the Rules & Regulations are not aimed at exclusion or limitation of any rights of the Customer, who is also the Consumer in the meaning of the Civil Code of April 23<sup>th</sup>, 1964. The Customer is entitled to the rights under mandatory provisions of the law. In case the Rules & Regulations' acknowledgments are contradictory to the provisions, the latter are of priority.

### § 2. PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION

1. By placing an order in the Store the Customer agrees to adding his personally identifiable information to the database and processing it in order to finalize the sale. Submitting the personally identifiable information and the agreement to its processing are required to finalize the order.
2. Submitting personally identifiable information by the Customer is voluntary, however in case the Customer does not agree to its processing by the Seller, it might be impossible for the Seller to electronically supply his services or for the Customer to make purchases.
3. The Customer has a right to access his personally identifiable information, demand their adjustment or complement and deletion.
4. Personally identifiable information is protected accordingly to Personal Data Protection Act of August 29<sup>th</sup>, 1997 (legal gazette no. 133 item 883) in a way that allows no third-party access. The data is processed accordingly to the safety requirements of the Act.

5. The Seller informs that by choosing a delivery company in order to finalize the purchase, the Customer agrees to share his personally identifiable information with one of the companies: "Poczta-Polska" – Poczta Polska SA, 2 Stawki Street, 00-940, Warsaw, Poland, "Paczkomaty" – Inpost Sp. z o.o., 130 Malborska Street, 30-624, Cracow, Poland, "Kurier GLS" – General Logistics Systems Poland Sp. z o.o. ul. Tęczowa 10, Głuchowo 62-052 Komorniki.
6. The Customer declares that the personal data he submits is real.
7. Detailed acknowledgments concerning the protection of the Customer's personally identifiable information may be found on the Store's website in the Privacy Policy tab.

### **§ 3. TERMS OF PLACING AND FINALIZING AN ORDER**

1. The Store operates in the area of the European Union.
2. Orders may be placed 24 hours a day, 7 days a week through the royal-stone.pl website by filling out the order form.
3. The order will be finalized on the condition that the form is correctly filled out and that the submitted data (name, surname, address, phone number, e-mail address) is correct.
4. The Seller reserves the right to cancel orders in following cases:
  - a) incorrect or only partially filled out order form and / or lack of confirmation,
  - b) no payment recorded on the account after the period of 7 days from the time of placing an order,
  - c) the sent package is not received,
  - d) in case the Customer makes no decision concerning a situation described in section 8 of the paragraph (also in case it is impossible to contact the Customer for reasons beyond the Seller's control).
5. Each order is delivered along with a proof of purchase (a receipt or a VAT invoice). In case an invoice is chosen it is required to choose the adequate option in the order form and supply the necessary data (in case of a company it is required to submit the NIP [VAT ID] number). In case some of the products are out of stock, the Seller allows the issue of partial receipts/invoices.
6. All individual arrangements (changes in delivery, cancellations etc) are possible only via e-mail contact with [info@royal-stone.pl](mailto:info@royal-stone.pl)
7. The order lead time comprises of the time of preparing the package and the delivery time. The average preparation time (from placing the order to sending the package by the Seller) is one working day. The average lead time (from placing the order to receiving the delivery) is two working days. The Seller assumes that the maximum package preparation time is 5 working days.
8. In exceptional cases the package preparation time might be delayed. The Seller will immediately inform the Customer of such a situation through e-mail. In case the period of 14 days is exceeded, through individual arrangements carried out via e-mail the Customer has the right to either wait for the order or withdraw from the delayed order.
9. In case of canceling the delayed order the Seller will return the payment in a period no longer than 14 days from the date of canceling the order to a bank account chosen by the Customer.

### **§ 4. PAYMENT AND DELIVERY**

1. Each price given in the Store is expressed in Polish zloty and is the total selling price, including the VAT tax.
2. The cost of delivery is covered by the Customer. The Customer chooses the type of delivery while placing an order.
3. The total cost of the order (the price of ordered products + the cost of delivery) is visible to the Customer while he is filling out the order form.
4. Current price list of delivery

<b>Type of delivery</b>	<b>Orders worth up to 190zł</b>	<b>Orders worth more than 190zł</b>
Poczta Polska (Polish Post)	7,90 zł (in	Free – in Poland
Paczkomaty (EasyPack)	7,90 zł	free
GLS (courier)	12,90 zł	free

1. Orders are sent on working days (from Monday to Friday) using the companies GLS, Inpost (EasyPack) or Poczta Polska to the address specified in the form. The average time of delivery is one working day.
2. Detailed information on the means of delivery and the terms of the delivery companies' service supplying may be found on their websites (GLS, [Paczkomaty](#), [Poczta-Polska](#)). The GLS courier attempts to deliver the package twice.
3. Average delivery time depends on the chosen type of delivery, of which the Customer is informed while placing the order.
4. Each package delivered by a courier should be opened in his presence. In case of issuing a complaint over a damaged or incomplete package, a protocol written by the courier upon the reception of the package, marked with the date and time of delivery, is an important element of the complaint process. In such a case the Customer should immediately contact the Store. Each Customer has the right to open a package in the presence of the courier. The courier, on the Customer's demand, is obliged to create the complaint protocol of the package's damage or its divergence from the order.
5. By not receiving the package, which results in it being returned to the Seller, the Customer is charged the related cost, i.e.
  1. GLS delivery – 12,90zł
  2. GLS cash on delivery – 15,90zł
  3. Paczkomaty – 7,90zł
  4. Poczta-Polska – 7,90zł
6. In case the Customer submits incorrect or inaccurate data, especially an incorrect or inaccurate address, the Seller holds no responsibility for the package not being delivered or being delayed in the broadest range allowed by the law.
7. The choice of payment is made by the Customer upon placing the order. Currently available methods of payment are as follows:
  1. On-line payments (e-transfer, credit card payments, PayPal) operated by the Przelewy24 service and PayByNet system. All the data is transferred within a safe and encrypted connection. Przelewy24 service is owned by the DialCom24, 15 Kanclerska Street, 60-327 Poznan, Poland, phone: (61)847-52-64, fax: (61)847-08-38, WWW: [www.przelewy24.pl](http://www.przelewy24.pl), e-mail: [serwis@przelewy24.pl](mailto:serwis@przelewy24.pl). PayByNet system is developed by Krajowa Izba Rozliczeniowa S.A (65 W. Pileckiego Street, 02-781, Warsaw, Poland, registered in the Warsaw District Court, XIII Commercial Division of the National Court Register under KRS number 0000113064, NIP (VAT ID): 526-030-05-17, REGON (Business ID): 012105474, paid-up share capital: 5.445.000 zł.).
  2. Direct transfer to the bank account 6 2490 0005 0000 4600 8231 0667 (Alior Bank), stating the order number in the transfer title.
  3. Cash on delivery

## **§. 5 COMPLAINTS AND RETURNS**

1. The Customer, who is a Consumer in the meaning of the March 2<sup>nd</sup>, 2000 act on protection of consumer rights and the liability over harm inflicted by a dangerous product is entitled to withdraw from a distance contract with no specified reason in the period of 10 calendar days from the day of receiving the order. The right does not apply in case a purchase is made by a company (VAT invoice).
2. The Customer is obliged to inform the Seller about withdrawing from the contract via e-mail ([zwroty@royal-stone.pl](mailto:zwroty@royal-stone.pl)) and to send the returned products along with the proof of purchase and a filled out withdrawal form to the address [royal-stone.pl](http://royal-stone.pl), 3 Mała Street, Blizne Łaszczyńskiego, 05-082, Poland, with a "RETURN" annotation. The withdrawal form might be downloaded here [WITHDRAWAL FORM – RETURN](#).
3. In case of exercising the right to withdraw from the contract, the Customer is obliged to return the order in an unaltered state, unless the alteration was inevitable during regular management of the sold item.
4. In case of withdrawal from the distance contract the Customer is responsible for any reduction of the order's worth, which results from handling the goods in a way different than necessary to verify the character, qualities and functioning of the goods.
5. Items prepared for the Customer's particular needs (products cut into pieces from a whole spool e.g. soutache strings, tapes, chains, wires) cannot be returned.

6. The deadline to return the order to the Seller is 14 days from the day the Customer informs the Seller of his withdrawal from the contract.
7. The Seller guarantees the return of the product's price and the cost of delivery (in case the whole order is returned) immediately, in a period no longer than 14 days, to a bank account chosen by the Customer, or via postal order to the address specified in the order.
8. The Customer is charged the delivery cost of a return.
9. The Seller returns the amount using the same payment method that has been used in the previous transaction, unless both sides decide otherwise.
10. Complaints in case of divergence between the goods and the contract will be considered and settled according to the Civil Code. In case of a disagreement between the entrepreneur and the consumer such complaints are considered and settled in the period of time defined by the July 27<sup>th</sup>, 2002 act on specific terms and conditions of consumer sale and amending the Civil Code.
11. The Customer who purchases a product for purposes not connected to his professional or economic activity has the right to place a complaint during the period of two years from the date of acquiring the goods on the condition that he informs the Seller of the divergence between the goods and the contract in the period of two months from noticing it
12. The Customer is obliged to inform the Seller of the divergence between the goods and the contract via e-mail ([reklamacje@royal-stone.pl](mailto:reklamacje@royal-stone.pl)), attaching a detailed description of the divergence, as well as to send the goods along with the proof of purchase to the address royal-stone.pl, 3 Mala Street, Blizne Laszczynskiego, 05-082, Poland, with a "COMPLAINT" annotation. The Seller will answer the complaint during the period of 14 calendar days. [COMPLAINT FORM](#)
13. The Customer covers the cost of delivery of the goods under complaint. In case of the complaint being answered positively, the Seller is obliged to immediately return the delivery cost to the Customer.

## §5. COPYRIGHT

1. The entire content of the [www.royal-stone.pl](http://www.royal-stone.pl) website (pictures, photographs, graphic designs, displays, publications, texts) is protected by the copyright law. Published content is a work in the meaning of The Copyright and Neighboring Rights Act. Copying and publishing such material without the owner's consent is forbidden under civil and criminal liability.
2. Using the Rules & Regulations as a whole or in fragments without the owner's consent is a violation of the Copyright Act and the perpetrator will bear criminal liability in consideration of article 115 - 123 of the February 4<sup>th</sup>, 1994 Copyright and Neighboring Rights Act. (2006 law gazette no. 90, item 631 as amended)

## §6. FINAL ACKNOWLEDGEMENTS

1. The Seller reserves the right to change the Rules & Regulations. Changes come into effect upon being published on the Store's website. Orders placed before the changes will be finalized accordingly to the rules binding at the moment of placing the order.
2. In cases not covered by the Rules & Regulations, appropriate law provisions will be applied, especially the Civil Code Act of April 23<sup>rd</sup>, 1964 (law gazette no. 16, item 93 as amended); the act of July 27<sup>th</sup>, 2002 on specific terms and conditions of consumer sale and amending the Civil Code (law gazette no. 141, item 1176 as amended) and the act of March 2<sup>nd</sup>, 2000 on protection of consumer rights and the liability over harm inflicted by a dangerous product (law gazette no. 22, item 271 as amended).
3. The Rules & Regulations come into effect on 07.07.2014.