

Terms of Sale - "W uchwycie"

Version 1.1, in force from 14 August 2026. (changes from version 1: § 4 - confirmation on a durable medium split between marketplace platforms and private messages; § 6 - delivery description made independent of the carrier and the free-delivery threshold clarified; § 6 - order cancellation limited to 2 days from placing the order)

Seller: Michał Węgielski, a natural person conducting unregistered business activity (działalność nierejestrowana; without entry in CEIDG, without NIP/REGON, Article 5 of the Polish Entrepreneurs' Law). In relations with a consumer, the Seller nevertheless bears the full obligations of a trader.

Address for correspondence and returns: ul. Ludwika Mroza 47, 34-730 Mszana Dolna, Poland.

E-mail: wuchwycie@gmail.com · **Phone:** +48 532 283 395.

Trade name: "W uchwycie". **Fulfilment time (production and shipping):** up to 10 business days.

§ 1. General provisions

1. These Terms set out the rules for the distance sale of handmade products (cabinet knobs with dried flowers set in resin), including the conclusion of contracts, the right of withdrawal, complaints and product safety.
2. Legal basis: the Polish Act on Providing Services by Electronic Means (Article 8), the Polish Consumer Rights Act, the Polish Civil Code, the GDPR and Regulation (EU) 2023/988 (GPSR).

§ 2. Definitions

1. **Seller** - Michał Węgielski, unregistered business activity, address: ul. Ludwika Mroza 47, 34-730 Mszana Dolna, Poland, e-mail: wuchwycie@gmail.com, phone: +48 532 283 395.
2. **Customer** - a person placing an order.
3. **Consumer** - a natural person concluding a contract not directly related to their business or professional activity.
4. **Business customer with consumer rights** - a natural person concluding a contract directly related to their business activity where, given its content, that contract is not of a professional nature for them (Article 38a of the Consumer Rights Act). **The provisions of § 7 and § 8 apply to such a person as to a Consumer.**
5. **Goods** - a product offered by the Seller.
6. **Custom-made or personalised Goods** - non-prefabricated Goods made to the Consumer's individual specification or serving to meet their individualised needs (for example a flower, resin colour, dimension, engraving or keepsake chosen by the Consumer), not offered as a ready variant in the standard offer.

§ 3. Contact and sales channels

1. Contact: e-mail wuchwycie@gmail.com, phone +48 532 283 395, address: ul. Ludwika Mroza 47, 34-730 Mszana Dolna, Poland.
2. Sales take place through: the Seller's own shop, Etsy, Allegro Lokalnie and private messages (DM). In matters not regulated here, the terms of those platforms apply.

§ 4. Conclusion of the contract

1. Information about the Goods does not constitute an offer but an invitation to conclude a contract.
2. **Before placing an order**, the Consumer receives clear information about: the main characteristics of the Goods, the total gross price including delivery costs, the method and time of payment, the fulfilment and delivery time, the right of withdrawal and the model form (or the absence of that right for Custom-made Goods, § 7(7)), the complaints procedure and the Seller's details.
3. The contract is concluded when the Seller confirms acceptance of the order.
4. **The Seller confirms conclusion of the contract on a durable medium, no later than at the time the Goods are delivered** (Article 21 of the Consumer Rights Act). Where the sale takes place on a marketplace platform, that confirmation is the order confirmation message sent by that platform. Where the sale takes place through private messages, the Seller sends the confirmation by e-mail, with these Terms and their annexes attached as PDF files.
5. **Obvious error and refusal to fulfil.** The Seller may refuse to accept or may cancel an order in the event of an obvious pricing or descriptive error, unavailability of the Goods, or a justified suspicion of abuse, subject to immediate reimbursement of any payment received.

§ 5. Prices and payments

1. Prices are stated in the currency of the relevant sales channel, as gross amounts (the Seller is not a VAT payer).
2. **Payment is made solely by bank transfer or electronic payment** to the Seller's account or through the payment system of the given channel. The Seller does not accept cash.
3. In the case of a price reduction, the Seller states, next to the reduced price, the lowest price of the 30 days preceding the reduction (Omnibus).

§ 6. Fulfilment and delivery

1. **Production model:** some Goods are made to order (after the payment has been credited). The fulfilment time (production and shipping) is stated in the description of each item before purchase, does not exceed 10 business days and in no case the statutory 30 days. The production time is separate from the carrier's delivery time.
2. Delivery: parcel locker, courier or registered priority post, depending on the destination; the available options and cost are shown when the order is placed. Where the relevant sales channel indicates a free-delivery threshold, delivery is free above that threshold; otherwise the Customer bears the delivery cost shown when the order is placed.
3. **Cancellation before shipping.** The Customer may cancel an order free of charge within 2 days of placing it, and in any event no later than the moment the Goods are shipped - whichever occurs first. For Custom-made Goods, cancellation is possible until their production has begun; once production has begun, cancellation is not possible (deposit, § 7(7)). Cancellation is separate from the statutory right of withdrawal under § 7 and does not limit it in any way.
4. The risk of accidental loss of or damage to the Goods passes to the Consumer when the Goods are handed over to them (delivered). The risk of transport to the Consumer cannot be passed to the Consumer earlier; it is borne by the Seller.
5. **International shipping:** for shipments outside Poland or the EU, any customs duties, import taxes and clearance charges are borne by the Buyer and are not included in the price or the delivery cost.

6. Please check the parcel on receipt. Where possible, please report damage to or a missing parcel within 7 days, with photographs of the Goods and the packaging; this speeds up processing. This is a request for good order and does not limit the Consumer's statutory rights.

§ 7. Right of withdrawal (14 days)

1. **A Consumer (and a Business customer with consumer rights) may withdraw from the contract within 14 days without giving any reason.** The period runs from taking possession of the Goods. Details are set out in Annex 1; the model statement is in Annex 2.
2. To meet the deadline it is sufficient to send the statement before it expires (by e-mail or in writing).
3. The Seller reimburses the payment without undue delay, no later than 14 days from receiving the statement. **The Seller may withhold reimbursement until the Goods have been returned or until proof of their return has been provided, whichever occurs first.**
4. **The direct cost of returning the Goods is borne by the Consumer.**
5. Reimbursement of the delivery cost to the Consumer is made up to the amount of the least expensive delivery method offered by the Seller.
6. **The Consumer is liable for any diminished value of the Goods** resulting from handling them beyond what is necessary to establish their nature, characteristics and functioning; the Seller may deduct an appropriate amount.
7. **Exclusion of the right of withdrawal - Custom-made or personalised Goods.** Under **Article 38(3) of the Consumer Rights Act**, the right of withdrawal does not apply to non-prefabricated Goods made to the Consumer's specification or serving to meet their individualised needs. **Conditions:** (a) the Goods are clearly marked as "custom-made / personalised"; (b) before purchase the Consumer is informed of the absence of the right of withdrawal and confirms this by informed consent (for example a separate checkbox, where the sales channel allows it); (c) the Seller retains a record of the specification. For Custom-made Goods the Seller may take a deposit (zadatek, Article 394 of the Civil Code). **Exclusion of withdrawal does not exclude liability for lack of conformity of the Goods (§ 8).**

§ 8. Complaints - lack of conformity of the Goods with the contract

1. The Seller is liable to the Consumer for the **lack of conformity of the Goods with the contract** (Chapter 5a of the Consumer Rights Act) for **2 years** from delivery. A lack of conformity revealed within this period is presumed to have existed at the time of delivery.
2. **Order of remedies:** first **repair or replacement**; **a price reduction or withdrawal** only where the Seller has refused to bring the Goods into conformity, has failed to do so, the lack of conformity persists, or it is serious enough to justify these remedies immediately.
3. A complaint is submitted by e-mail to wuchwycie@gmail.com or in writing. **The Seller responds to a complaint within 14 days** of receiving it, on paper or another durable medium (Article 7a of the Consumer Rights Act); the response states the Seller's position on the requests made. **Failure to respond within this period means the complaint is upheld.**

§ 9. Handcrafted character, care and use

1. **Differences inherent in handcraft are not defects.** Each item is made by hand from real dried flowers set in resin; natural differences between pieces (the arrangement and shade of the flower,

small air bubbles, traces of handwork), as well as colour differences resulting from screen settings and type, lighting and individual perception, do not constitute a defect or grounds for a complaint or return on that basis. Photographs are for illustrative purposes.

2. **Limit:** the above does not apply to **significant** differences (a different colour, a different flower, damage), which are treated as a lack of conformity (§ 8).
3. **Care and use.** The Goods are a decorative product. To preserve their properties: avoid prolonged direct sunlight and heat sources, clean with a soft, dry or slightly damp cloth, do not use solvents or abrasives, and protect from impact. Damage or changes (for example yellowing or cracking) resulting from use inconsistent with the intended purpose or the care recommendations do not constitute a lack of conformity of the Goods with the contract.

§ 10. Product safety (GPSR)

1. The Seller is the manufacturer of the Goods within the meaning of GPSR 2023/988 (in force from 13 December 2024) and the responsible person in the EU.
2. The manufacturer's details (name, address, e-mail), product identification and the warnings and safety information are given in the description of each item and on the label or document accompanying the Goods. Example: *"Decorative item, not a toy. Small parts - keep out of reach of young children."*

§ 11. Personal data

The data controller is the Seller. The rules of processing are set out in **Document B (Privacy and Cookies Policy)**.

§ 12. Out-of-court dispute resolution

1. A Consumer may use out-of-court methods of handling complaints and pursuing claims, including: the provincial inspector of the Trade Inspection (mediation, a permanent consumer arbitration court), the district (municipal) consumer ombudsman, and consumer organisations. Information: uokik.gov.pl. A consumer resident in another EU country may also contact the consumer-protection bodies of their country of residence.
2. *(The EU ODR platform was discontinued on 20 July 2025 and is no longer indicated.)*

§ 13. Final provisions

1. In matters not regulated here, Polish law applies (Civil Code, Consumer Rights Act). This does not deprive a Consumer resident in another EU country of the protection afforded by the mandatory provisions of the law of their country of habitual residence.
2. Amendments to the Terms do not have retroactive effect; contracts concluded before an amendment are governed by the Terms in force on the date of conclusion, and the Seller collects fresh acceptance on the next purchase.
3. **Severability:** the invalidity of a single provision does not affect the validity of the remainder; the invalid provision is replaced by the solution closest to its purpose and compliant with the law.
4. The annexes form an integral part of the Terms: Annex 1 - Instructions on the right of withdrawal, Annex 2 - Model withdrawal form.

