

TERMS AND CONDITIONS OF THE KOMINKOWE24H.PL ONLINE STORE

§ 1. GENERAL PROVISIONS

1. The Online Store operating at www.kominkowe24h.pl is operated by:
THESEYOURWAY SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office at ul. Tyniecka 39, 32-050 Skawina, Poland, entered into the Register of Entrepreneurs of the National Court Register (KRS) under number: 0001126504, NIP (Tax Identification Number): 9442290376, REGON (Statistical Number): 529620150, with a share capital of PLN 5,000.00 (hereinafter referred to as the "Seller").
2. Seller's Contact Information:
 - **E-mail address:** biuro@kominkowe24h.pl
 - **Phone:** +48 888 888 234
 - **Address for correspondence, returns, and complaints:** ul. Tyniecka 39, 32-050 Skawina, Poland
3. These Terms and Conditions are addressed to both Consumers and Business Customers using the Store, unless a given provision states otherwise.
4. Definitions used in these Terms and Conditions shall mean:
 - **Seller** – THESEYOURWAY Sp. z o.o.
 - **Store** – the online store operated by the Seller at www.kominkowe24h.pl.
 - **Customer / Buyer** – a natural person, a legal entity, or an organizational unit without legal personality, placing an Order in the Store.
 - **Consumer** – a natural person concluding a legal transaction with the Seller not directly related to their business or professional activity.
 - **Sole Trader with Consumer Rights** – a natural person concluding a sales contract directly related to their business activity, when the content of the contract indicates that it does not have a professional character for them, in particular resulting from the subject of their business activity registered in CEIDG.
 - **Product / Goods** – a movable item available in the Store, being the subject of a sales contract between the Customer and the Seller.
 - **Custom-Made Product** – a non-prefabricated Product, manufactured according to the Customer's specification or intended to satisfy their individualized needs (in particular fireplace doors or glass cut to size provided by the Customer).

§ 2. ELECTRONIC SERVICES AND PLACING ORDERS

1. Product prices displayed in the Store are gross prices (including VAT). Prices are presented in Polish Zloty (PLN) and Euro (EUR). Conversion of prices from PLN to EUR is made at a fixed exchange rate of **1 PLN = 0.32 EUR**. Prices do not include delivery costs, which are specified during the Order placement process.

2. In the event of a price reduction, alongside the current price, the Seller displays the lowest price of that Product applicable during the 30 days prior to the introduction of the reduction.
3. Orders can be placed via the Store's website 24 hours a day, 7 days a week.
4. To place an Order, the Customer selects Products, specifies their parameters (in the case of Custom-Made Products), adds them to the cart, completes the order form, and selects the currency, payment, and delivery methods.
5. Reading and accepting these Terms and Conditions is a prerequisite for placing an Order.
6. The Sales Contract is concluded upon receipt by the Customer of an e-mail confirming acceptance of the Order for processing by the Seller.

§ 3. PAYMENTS AND DOWN PAYMENT

1. The Customer has the right to make payments in **PLN** or **EUR**. The Customer may choose from the following payment methods:
 - **Traditional bank transfer** to the Seller's bank account (in PLN or EUR).
 - **Electronic payments and credit/debit card payments** via external payment gateways: Credit Card, Klarna (via Stripe).
2. In the case of selecting payment on delivery (COD), an additional fee of PLN 10 is added to the standard delivery cost.
3. In the case of selecting payment by traditional bank transfer or electronic payment, the Customer is obliged to make the payment within 3 calendar days from the date of concluding the sales contract.
4. **Down Payment for Custom-Made Products:**

In the case of orders for Custom-Made Products, in particular high-value goods manufactured according to individual Customer specifications, the Seller reserves the right to make the processing of the order conditional upon payment of a down payment (earnest money) in a fixed amount or percentage. The down payment serves as security for the performance of the contract in accordance with Art. 394 of the Polish Civil Code. In the event of non-performance of the contract by the Customer (e.g., unlawful refusal to accept properly manufactured custom-made goods), the Seller may rescind the contract and retain the received down payment.

§ 4. DELIVERY, PALLET SHIPMENT CONDITIONS, AND ORDER FULFILLMENT TIME

1. Product delivery is carried out within the territory of the Republic of Poland and selected European Union countries: **Czech Republic, Slovakia, Austria, Germany, and Spain.**
2. Delivery costs are borne by the Customer. Standard courier delivery rates are as follows:
 - **Poland:**
 - InPost: PLN 20
 - DHL: PLN 22

- DPD: PLN 22
(An additional fee of PLN 10 applies to cash on delivery options within Poland).
- JAS-FBG (half-pallet): PLN 140
- JAS-FBG (full pallet): PLN 270
- **International deliveries (standard courier service):**
 - Czech Republic: PLN 100
 - Slovakia: PLN 100
 - Austria: PLN 140
 - Germany: PLN 150
 - Spain: PLN 150
- 3. **Mandatory selection of pallet / half-pallet delivery:**
Due to the specific nature, dimensions, size, and transport safety, the Customer is required to select the half-pallet or full-pallet delivery option when purchasing the following Products:
 - large corner fireplace doors;
 - fireplace screens or large log holders;
 - vermiculite boards, chamotte plates, or chamotte concrete measuring over 60x30 cm;
 - sheet metal with at least one edge longer than 80 cm;
 - glass with at least one edge longer than 70 cm;
 - wholesale orders where the total weight of the ordered Products exceeds 30 kg.
- 4. In the case of international orders involving Products requiring pallet delivery (according to the criteria in section 3), delivery costs are determined individually with the Seller before order processing.
- 5. If unsure whether the ordered Product requires pallet delivery, the Customer should contact the Seller prior to placing the Order.
- 6. **Cash on delivery restrictions:**
Pallet shipments cannot be sent Cash on Delivery (COD). International shipments (to the Czech Republic, Slovakia, Austria, Germany, and Spain) are processed exclusively upon advance payment (prepayment) – Cash on Delivery is not available for international deliveries.
- 7. **Correction of incorrectly selected delivery method:**
If the Customer selects a standard courier delivery for Products that, due to their size, weight, or criteria specified in section 3, require pallet transport, the Seller will immediately contact the Customer to inform them of the need to pay the difference for the appropriate pallet delivery cost. If the Customer does not agree to pay the extra fee for pallet delivery, either party has the right to withdraw from the sales contract, and any funds paid by the Customer will be refunded immediately.
- 8. **Order processing time:**
 - **In-stock / Ready-made Products:** dispatch within 2 business days from the moment payment is credited or a COD order is placed.
 - **Custom-Made Products (items made to individual order):**
 - in the summer period: 5 to 7 business days;
 - in the winter period: up to 30 calendar days.
- 9. In the case of ordering Products with different fulfillment times, the longest period shall apply to the entire Order.

§ 5. RIGHT TO WITHDRAW FROM THE CONTRACT (RETURNS)

1. **General rule:** A Consumer and a Sole Trader with Consumer Rights have the right to withdraw from the sales contract without giving any reason within 14 calendar days from the date of taking possession of the Product.
2. To meet the deadline, it is sufficient to send a statement of withdrawal before its expiry to the e-mail address: biuro@kominkowe24h.pl or in writing to the Seller's registered address.
3. In the event of withdrawal from the contract, the Customer returns the Product at their own expense to the address: **THESEYOURWAY Sp. z o.o., ul. Tyniecka 39, 32-050 Skawina, Poland.**
4. The Seller shall refund all payments received from the Customer (with the exception of additional costs resulting from the Customer's choice of a delivery method other than the cheapest standard delivery method offered in the Store) within 14 days of receiving the statement. The Seller may withhold the refund until the Product is received back or proof of its return is provided.
5. **EXCLUSION OF THE RIGHT OF WITHDRAWAL (CUSTOM-MADE PRODUCTS):**
In accordance with Art. 38 point 3 of the Polish Act of 30 May 2014 on Consumer Rights (and Art. 16(c) of EU Directive 2011/83/EU), the right to withdraw from a distance contract **DOES NOT APPLY** to Consumers and Sole Traders with Consumer Rights in respect of contracts where the subject of performance is a non-prefabricated Product, manufactured according to the Customer's specification or intended to satisfy their individualized needs (e.g., fireplace doors or glass cut/manufactured to dimensions specified by the Customer).

§ 6. COMPLAINTS (NON-CONFORMITY OF GOODS WITH THE CONTRACT)

1. The Seller is obliged to deliver Goods in conformity with the sales contract to the Customer.
2. Complaints submitted by Consumers and Sole Traders with Consumer Rights are governed by the provisions on lack of conformity of goods with the contract, as specified in Chapter 5a of the Polish Act on Consumer Rights and applicable EU legislation.
3. In the event of non-conformity of the Product with the contract, the Customer is primarily entitled to demand its repair or replacement.
4. If repair and replacement are impossible or would require excessive costs for the Seller, the Customer may submit a statement requesting a price reduction or rescission of the contract.
5. The complaint submission should include:
 - full name / company name,
 - contact details (e-mail, phone number),
 - description of the identified non-conformity of the goods with the contract,
 - requested remedy (repair / replacement / refund),
 - proof of purchase or information allowing transaction identification (e.g., order number, transfer confirmation).

6. Complaints should be submitted via e-mail to: **biuro@kominkowe24h.pl** or in writing to the Seller's postal address.
7. The Seller will respond to the complaint within 14 days from the date of its receipt.
8. The Seller shall collect the Product subject to repair or replacement from the Consumer at its own expense.

§ 7. OUT-OF-COURT DISPUTE RESOLUTION

1. A Consumer has the option to use out-of-court procedures for handling complaints and pursuing claims. In particular, the Consumer may apply to a permanent consumer arbitration court operating at the Trade Inspection with a request to resolve the dispute, apply to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings, or seek assistance from a local county (municipal) consumer ombudsman or social organizations whose statutory tasks include consumer protection.
2. Detailed information regarding the possibility for a Consumer to use out-of-court complaint handling and redress procedures, as well as the rules of access to these procedures, are available at the offices and on the websites of county (municipal) consumer ombudsmen, social organizations, and Provincial Trade Inspection Inspectorates.

§ 8. PROTECTION OF PERSONAL DATA (GDPR)

1. The Administrator of personal data of Customers collected via the Store is the Seller: THESEYOURWAY Sp. z o.o.
2. Customers' personal data are processed for the purpose of fulfilling sales contracts, handling complaints, and – with separate consent – for marketing purposes, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR).
3. Detailed rules regarding personal data processing and the use of cookies can be found in the Privacy Policy published on the Store's website.

§ 9. FINAL PROVISIONS

1. Sales contracts concluded through the Store are governed by Polish law. For Consumers residing outside Poland, the choice of Polish law shall not deprive them of the protection granted under mandatory provisions of the law of their country of habitual residence.
2. Contracts concluded through the Online Store are executed in the Polish language.
3. In matters not regulated by these Terms and Conditions, relevant provisions of Polish law shall apply, in particular the Polish Civil Code and the Polish Act on Consumer Rights.
4. The Seller reserves the right to make amendments to these Terms and Conditions for valid reasons (e.g., changes in legal regulations, changes in payment or delivery methods). Contracts concluded prior to the amendment shall be governed by the version of the Terms and Conditions in force at the time the Order was placed.
5. These Terms and Conditions enter into force on the day of their publication on the Online Store website.