Widerrufsformular

Wenn Sie den Vertrag widerrufen wollen, dann füllen Sie bitte dieses Formular aus und senden Sie es zurück an:

NUMIS Klito?czyk
Krzysztof Klito?czyk
Okulickiego 35
61-413 Pozna?
Poland

E-Mail: krzysztof@numispoland.pl

- Hiermit widerrufe(n) ich/wir (*) den von mir/uns (*) abgeschlossenen Vertrag über den Kauf der folgenden Waren (*)/die Erbringung der folgenden Dienstleistung(*)

_____

_____

_____

- Bestellt am (*)/erhalten am (*): _____

- Name des/der Verbraucher(s): _____

- Anschrift des/der Verbraucher(s): _____

_____
Unterschrift des/der Verbraucher(s)

_____
Datum

_____
(*) Unzutreffendes streichen

§ 1

[Preliminary Provisions]

1. These Rules, hereinafter referred to as „Rules", shall determine the principles of functioning and technical terms and conditions when buying in the Internet Shop which is available on www.numispoland.pl and on all the subpages, hereinafter referred to as "Shop". The Rules shall particularly determine Users' rights and obligations, as well as, the right, obligations and the scope of liability of the Administrator who shall be the entity managing and conducting the Shop.

2. Every potential User shall be obligated to get acquainted with the content of the Rules.

3. Using the Shop through placing the order shall amount to accepting the content of the Rules.

4. Legal basis for the Rules are in particular:

- the Act of 18th July 2002 on provision of services by electronic means (Polish Journal of Laws 2002, no. 144, item 1204 as amended);

- the Act of 23rd April 1964 – Polish Civil Code – (Polish Journal of Laws 1964, no. 15, item 93 as amended);

- the Act of 29th August 2002 on protection of personal data (Polish Journal of Laws 2002, no. 101, item 926);

- the Act of 30th May 2014 on consumer rights (Polish Journal of Laws 2014, item 827).

5. The name of the Shop, the layout, software and database shall subject to legal protection.

6. Information and prices presented on www.numispoland.pl are not an offer in understanding of Polish Civil Code.

§ 2

[Definitions]

For the Rules the below mentioned terms shall have following meanings:

a) Administrator – the entity which shall provide the resources of the Portal and enable providing services - NUMIS.POLAND Sp. z o.o. Sp.k., ul. L. Okulickiego 35, 61-413 Pozna?, tax identification number (NIP):7811904992, statistical number (REGON):360559027, telephone number: +48 730 355 999, e-mail address: sklep@numispoland.pl;

b) User – a person who uses the Services and resources on conditions determined by the Rules; the User may be a natural person aged 18 who has a full capacity to perform acts in law; a natural person aged 13 who got a permit of the statutory representative for using the Shop; legal person and an organizational unit not having legal personality but having the possibility to acquire the rights and undertake liabilities on own behalf. The Administrator shall not be liable for actions of the Users performed without the consent of statutory representative;

c) Registration form – the form which is available on the website www.numispoland.pl, containing the data and declarations of the User which are connected with his/her participation in the Shop;

d) Personal data – are stored on the websites of the Shop and obtained during the Registration, information on indentified or possible to identify natural person processed by the Administrator in order to provide the Services properly, as well as for operational and statistical purposes connected with managing the Shop. The Rules of processing the personal data are determined by the Privacy Policy available on www.numispoland.pl.

§ 3

[Conditions of using the Shop]

1. The internet Shop shall enable ordering the numismatic products – notes, coins, securities etc. presented on the websites of www.numispoland.pl at the moment of ordering. All descriptions, photos and additional information concerning the products are presented in good faith. The Administrator shall preserve the right to possible mistakes in the content. The Administrator shall be obliged to deliver the ordered products free from defects. In case of any reservations concerning the trustworthiness of description or authenticity of purchased products, the User shall have a right to return it.

2. The orders may be placed through the website www.numispoland.pl 24 hours a day all year round. Agreement with the User shall be deemed as valid upon placing the order by the latter.

3. All the prices of products are expressed in Polish Zloty (PLN) and are gross prices (include VAT).

4. All the products are original and collectible.

5. The orders are accepted by the website www.numispoland.pl. After placing an order the User shall receive the E-mail message with information about accepting and with the request of confirming the order. Additionally, after confirming the order, the User receives the E-mail message with the confirmation of conclusion of the agreement.

6. Execution of the order shall commence when the bank account of the Shop is credited with financial means. Payment for the order may be done by traditional transfer, online payment/fast payments whose operator is PayU SA.

7. NUMIS.POLAND Shop shall not send purchased products for Cash On Delivery.

8. The User shall be obliged to pay for ordered items in accordance with determined payment method, not later than 7 days from the day of the order (by crediting money on the bank account). Prolongation of the payment period has to be agreed with the Shop in writing or confirmed via E-mail before the end of this period.

9. Each shipment shall be insured.

10. Shipment of ordered items shall be made within 3 working days from the date of receipt of money on the bank account of the Shop. The ordered items shall be delivered to the User by a priority registered letter or by courier (depending on delivery option chosen by the User when placing the order).

11. Ordered items, which are not paid in period stipulated in p.8, shall be put up for sale again and the order will be cancelled.

12. NUMIS.POLAND shall preserve the right to reject the order from the Users who do not comply with the Rules.

§ 4

[Complaints]

1. All complaints shall be reported to the Administrator in writing, via registered letter sent to the postal address of the Administrator, as indicated in § 2 subsection a of the Rules or via the special Contact Form available on the Shop’s website.

2. Duly submitted complaint shall include following data: designation of the User (Name, surname/company, login, e-mail address), subject of the complaint, conditions justifying the complaint.

3. The complaints shall be considered by the Administrator within 14 (fourteen) days from the day of its submission.

4. The Administrator shall inform the User about the decision considering the complaint by sending it to the E-mail

address specified in the complaint report.

5. If the complaint is accepted, the product returned by the User cannot be damaged. Owing to the fact that the products are collectible items, the returned products have to be in unchanged and unaffected condition.

6. If the complaint is accepted, the refund money will be transferred to the bank account from which the payment was made within 7 working days of the date of acceptance of the complaint (the date of return of money shall be the date on which the transfer order has been issued by the Administrator).

§ 5

[Withdrawal]

1. Pursuant to the Act of 30th May 2014 on consumer rights (Polish Journal of Laws 2014, item 827), the User who is a consumer has the right to withdraw from the Agreement concluded with the Administrator without giving any reasons, by submitting the statement of withdrawal to the Administrator within 14 days of the date of delivery of the ordered item.

2. The User – consumer shall not bear the costs related to the withdrawal from the agreement, except for:

- costs of delivery of the ordered item, which is higher than the cheapest shipping method offered by the Administrator (priority registered letter),

- costs directly associated with the return of the items ordered by the User – consumer.

3. In order to keep the period determined in the par.1 above, it is enough to send the declaration before its expiration. The declaration may be send as a letter to 61-413 Pozna?, ul. L. Okulickiego 35, as well as via e-mail (e-mail address: sklep@numispoland.pl). The statement of withdrawal from the agreement can be submitted using a model withdrawal form available on the Shop’s website. In the case of declaration concerning the withdrawal from the agreement submitted via e-mail, the Administrator is required to send a confirmation of its receipt to the e-mail address of the User.

4. In the event of withdrawal from the agreement, the agreement shall be deemed null and void, and the User – consumer shall be released from all liabilities. Items provided by the parties shall be returned in unchanged condition.

5. In the event of withdrawal from the agreement, the Administrator shall as soon as possible, but not later than within 14 (fourteen) days from submission of the statement regarding withdrawal from the agreement made by the User – consumer, reimburse all payments received from the consumer, including cost of delivery of the ordered items. The reimbursement of payment shall be made by bank transfer to the account number of the User – consumer, from which the amount for the ordered goods was paid. If the User made any advance payments, there is a right to receive statutory interests from the date of making the advance payment. The Administrator may withhold the reimbursement until he has received the ordered item back or the evidence of having sent it back.

6. In the event of withdrawal from the agreement, the User – consumer shall be required to return the ordered item as soon as possible, but not later than within 14 (fourteen) days from the date of withdrawal from the agreement. The period shall be deemed to have been observed, if the item is sent back before its expiry.

7. In the event of withdrawal from the agreement, the User – consumer shall be liable for diminished value of the ordered items what results from operations which go beyond the check of the nature and characteristics of the ordered item.

§ 6

[Final Provisions]

1. In matters not stipulated by the Rules, the general provisions and in particular provisions of polish Civil Code shall apply.

2. Any disputes between the Administrator and the User shall be resolved amicably through mediation proceedings first, if preferred by the User. If no amicable conclusion can be reached, the dispute shall be resolved by a common court of competent jurisdiction and proper venue.

3. Any questions, opinions and conclusions concerning the Shop, as well as the declarations submitted to the Administrator electronically should be sent by the User to the following e-mail address: sklep@numispoland.pl.

4. The Rules shall enter into force on 1th August 2016.