

Regulations for the provision of Art-Pro Stolarstwo services Damian Bonarowski

§1. Definitions

Whenever the regulations refer to:

- 1) Art-Pro Stolarstwo managed by Damian Bonarowski is understood under the name Art-Pro Stolarstwo Damian Bonarowski with its registered office in Rumia (postcode 84-230) at ul. Głogowa, existing in the Central Register and Information on Economic Activity conducted by the appropriate minister of economy, NIP: 584-275-94-03, REGON: 367035362, biuro@artprostolarstwo.com being a VAT taxpayer;
- 2) Contractor - means Art-Pro Stolarstwo Damian Bonarowski with its registered office in Rumia;
- 3) Purchaser/client – is a person who placed the order to perform a specific work to the Contractor;
- 4) Consumer – is a person who concluded a legal action with the entrepreneur not related directly to his business or professional activity;
- 5) The Work - means all the works offered by the Contractor such as: furniture design, creating kitchen furniture, creating bathroom furniture, cabinets with opening and sliding doors, wardrobes, bedroom furniture, built-in cavities, shop furniture and hotel rooms, varnishing services, production of varnished fronts, all kinds of workmanship and alteration of existing furniture, replacement of furniture fronts, furniture varnishing etc., which accepts the order undertakes to perform under the contract concluded with the Contractor and produced based on a design provided by the Employer or accepted by him;
- 6) The subject of the contract - is understood as a work which the Contractor undertakes to perform as part of the concluded contract;
- 7) Order - means the work described by the Purchaser to be the object of the contract made to the Contractor in writing, in the form of an email or a form available on the Art-Pro Stolarstwo website, Damian Bonarowski ;
- 8) Confirmation of the order - means confirmation of receipt of the order placed by the Purchaser expressed in writing or by email;
- 9) The project provided by the Purchaser - means a project provided by the Employer, constituting the basis for the performance of the subject of the contract;
- 10) Value of the order - means the valuation of the order placed by the Employer made within 6 business days counted from the receipt of all necessary information about the subject of the contract, including the design of the work (if the order is to be made on the basis of the design provided by the Purchaser) accepting the design of the work done by the Contractor. The valuation is valid for a period of 30 days from the date of its transfer to the Purchaser. In the case of large or complicated orders, the time of completing the valuation is determined individually and the Contracting Party will inform the Purchaser immediately after providing all necessary information regarding the subject of the Order;
- 11) Accepting the order for execution - is understood as the moment when Art-Pro Stolarstwo Damian Bonarowski informs the Purchaser about the acceptance of

the order after receiving from the Purchaser all necessary information about the subject of the Order, accepting by the Employer the design of the work made by the Contractor and paying the advance referred to in §3 para. 1;

- 12) Arrangements regarding the subject of the contract - means arrangements made by the Employer with an authorized employee of the Contractor, confirmed in written form;
- 13) Contract - it is understood as a contract concluded between Art-Pro Stolarstwo Damian Bonarowski with its registered office in Rumia , to which (in addition to the provisions contained in the contract) the regulations contained in these regulations, provisions of the Civil Code, and in the case of contracts concluded with consumers also provisions of the Act of 30 May 2014 on consumer rights;
- 14) Contract concluded remotely - means a contract concluded with a consumer as part of an organized system of concluding distance contracts, without the simultaneous physical presence of the parties, with the exclusive use of one or more means of distance communication up to the conclusion of the contract, inclusive;
- 15) An agreement concluded outside the business premises - it means a contract with a consumer concluded in the conditions described in art. 2 para. 2 of the Act on consumer rights.

§ 2.

The ordering procedure

1. The Purchaser turns to Art-Pro Stolarstwo Damian Bonarowski in writing, by email or using the form available on the website with a request for the preparation of the value of the work, specifying the manner of its implementation, providing all necessary information about the work, possibly providing a design of the work to be carried out under the contract.
2. After receiving the order, the Contractor confirms its receipt in writing or by email and, if necessary, specifies, in consultation with the Purchaser, certain parameters of the work to be the subject of the contract.
3. If it is necessary to measure the place of assembly of the work to carry out the valuation of the contract, it must be carried out by the person designated by the Contractor. All surfaces, cavities and openings should be plastered and covered with the first layer of paint. The place of measurement must be empty, clean and ready to be carried out by the employee receiving the order. Measurements necessary to perform the work are included in the remuneration for the performance of the subject of the contract.
4. The remuneration for the preparation of measurements is not included in the remuneration for the performance of the subject of the contract when:
 - 1) the place where the measurements are to be carried out is not ready for measurements (non-plastered walls, no risers and levels on selected surfaces, no access to the designated place). In such a situation, an additional fee is charged in the amount of PLN 60 per hour of work of each employee designated to perform measurements (the time is counted from the moment of departure to the moment of return of the employee).
 - 2) if the measurements are canceled less than 48 hours before their set date, the Purchaser will be charged with additional costs of PLN 200 + VAT.

5. If the Order is to cover the prior execution by the Contractor of the design of the work of Order Taker after receiving from the Contracting Authority all necessary information regarding the subject of the contract immediately proceeds to the implementation of the project.
6. After completing the project, the Contractor sends the project for acceptance to the Purchaser.
7. After accepting the design of the work by the Purchaser or after receiving, by the Contractor, all the necessary information regarding the subject of the contract, the Contractor proceeds to the valuation of the order.
8. In the valuation of the order, the Contractor will provide additional information regarding the future contract, in particular regarding the amount of remuneration for the work, payment rules, principles and amount of transport costs, assembly, date of completion of the contract, which will be the basis for determining the subject of the contract.
9. After accepting the valuation, the Contractor proceeds to carry it out.
10. Confirmation of the order being accepted for execution shall take place by sending the Customer an appropriate email to the email address provided during the Ordering process, which includes the Purchaser's declaration of accepting the Order for execution and confirming the conclusion of the Agreement.
11. When the Purchaser receives the email, an Agreement is concluded between the Contractor and the Purchaser. Consolidation, security and sharing the content of the contract to the Purchaser takes place:
 - 1) in the case of distance contracts - by making these Regulations available on the website of the Contractor and sending the Purchaser an e-mail containing the contents of the Regulations and the content of the concluded contract;
 - 2) in the case of contracts concluded at the office of the Contractor - by making the Regulations available in paper form and providing the Purchaser with the content of the concluded contract.

§3.

Implementation of the Subject of the contract

1. The Contractor proceeds to the realization of the subject of the contract immediately after the conclusion of the contract and transfer or entry of advance payment in the amount of 50% of the value of the object of the contract to the Contractor.
2. The advance payment may be made either in cash or by transfer to a bank account of to the Contractor with no.
3. The deadline for completing a contract, including standard elements, made of standard materials is between 4 and 8 weeks from the day the contract is concluded, and for non-standard orders it is set individually.
4. The final date of the contract is determined individually in the concluded contract.
5. The term of the contract is calculated from the moment the payment is made by the Purchaser, as referred to in paragraph 1.
6. The deadline for the contract is extended by the number of public holidays falling in the contract period.

7. In a situation where, after concluding the contract, the Purchaser makes changes concerning the subject of the order, and these changes will be accepted by the Contractor, the deadline for the contract is subject to appropriate extension.
8. Any changes regarding the subject of the contract require a written confirmation in the document "list of questions" and acceptance of both parties.
9. After completing the work, and before commencing its assembly in the place indicated by the Purchaser, the Purchaser is obliged to pay 40% of the remaining part of the agreed remuneration.
10. The Purchaser is obliged to inform the Contractor about the payment made by sending the confirmation of the transfer in the form of an email.
11. The Purchaser is obliged to pay the remaining part of the agreed remuneration to the Purchaser on the day of assembly, but no later than within 48 hours from the moment the assembly of the work is completed.
12. After the production and assembly process has been completed, a report on the receipt of the work is made.
13. If, in accordance with the order placed, the subject of the contract does not include the assembly of the work, the Purchaser makes payment of the remaining part of the agreed remuneration after sending the order confirmation photos of the work by the Contractor.

§ 4.

Execution of the order other than the execution and assembly of the work

1. In the case of an order involving the project of a work, without its performance and assembly, the Purchaser, after its submission, determines individually the time of its implementation and remuneration.
2. Remuneration for the implementation of such a specific subject of the contract includes two adjustments to the design concept as recommended by the Employer. Another design correction is additionally paid and its price is determined individually. Each order for the correction of the project extends the duration of the subject of the contract by the date specified by the Contractor and accepted by the Purchaser.

§ 5.

Delivery of the work

1. If the subject of the contract includes the performance of the work and its delivery, the remuneration for transport is included in the amount of remuneration for the performance of the subject of the contract.
2. If the subject of the contract includes only the performance of works by the Contractor, the Purchaser is entitled to pick up the work from the Contractor or use the services of a carrier other than the one offered by the Contractor.
3. In the event of negligence on the part of the Purchaser, i.e. absence from the place of delivery of the work, the Purchaser will be charged with additional costs of transport and storage of the work.
4. The cost of storing the work referred to in paragraph 3 is 50 PLN / m² for each week.

5. In the case of the reception of the work by the Purchaser or using the services of another carrier, the publication of the work takes place at the moment of its transfer to the Purchaser or the carrier designated by the Purchaser.
6. From the moment of issuing the work to the Purchaser or the carrier selected by him, the Purchaser shall undergo benefits and burdens related to the subject of the contract and the risk of accidental loss or damage to the subject of the contract.
7. In the case of the acceptance of the work by the Purchaser, the Purchaser is obliged to confirm the receipt and check the technical condition of the subject of the contract at the seat of the Purchaser.

§ 6.

Extending the delivery of the work

1. The Purchaser has the right to extend the delivery date of the work and its assembly if the Purchaser informs about the change of the Contractor to the order minimum 10 days before the previously agreed delivery date.
2. If the change of the delivery and assembly date as referred to in paragraph 1 will take place in less than 10 days before the previously agreed delivery date, the Purchaser will incur additional costs for the costs of previously ordered transport and the cost of storing the subject of the contract for the period between the previously agreed delivery date and the next deadline.
3. The cost of storing the work referred to in paragraph 2 is 50 PLN / m² for each week.

§ 7.

Price of assembly

1. If the subject of the contract includes the performance of the work, its delivery and assembly of remuneration for the assembly of the work is included in the amount of remuneration for the performance of the subject of the contract.
2. In a situation where the installation site is not properly prepared at the agreed date, i.e. there is no adequate space, no access to the assembly site, no possibility to unload the subject of the contract and its storage immediately prior to assembly. The Purchaser will be charged with delivery costs and work of persons designated to assemble the subject of the contract in the amount of PLN 60 per hour of work for each employee, as well as costs resulting from the change of the assembly date, as referred to in § 6 para. 2 and 3.

§ 8.

Dimensions of the mounting surface

1. If the corners of openings and cavities, the dimensions of the surfaces and recesses on which the assembly of the work is to be carried out, have changed (after measurements made by the Contractor and after it commences the work), the Purchaser is obliged to inform the Contractor of this order and cover costs of changes resulting from the necessity to adapt the work to the possibility of its assembly after changing dimensions.

2. If the change in dimensions comes to light at the time of assembly, the Purchaser will be required to cover the costs resulting from the need for additional transport and re-assembly.
3. If the subject of the contract includes the performance of the work along with lighting, plumbing and ventilation, the Purchaser is responsible for the appropriate preparation of connections by the person designated by the Purchaser.
4. If the subject of the contract includes the performance of the work together with lighting, plumbing and ventilation in its entirety by the Contractor, the Purchaser is obliged to provide the place of assembly to perform the relevant works.
5. The works referred to in paragraph 4, The party accepting the order may commission a subcontractor of his choice.

§8. Complaint proceedings

1. The basis and scope of liability of the Contractor in relation to the Purchaser in the event of a physical or legal defect of the subject of the contract are defined by generally applicable laws, in particular the provisions of the Civil Code.
2. The Contractor is obliged to deliver to the Purchaser a work without defects.
3. Notifications of incompatibility of the work with the concluded contract and the submission of a relevant request may be made, in particular, via email to the following address: biuro@artprostolarstwo.com or in writing to the address of ul. Kołobrzaska nr 56A lok. 20, 80-394 Gdańsk.
4. It is recommended that the Purchaser specifies in the description of the complaint information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence.
5. The Contractor will address the Purchaser requests promptly, but not later than within 14 days. The response to the complaint is sent in the form in which the Purchaser filed a complaint.
6. If the Purchaser who is a consumer has requested exchange of goods or remedy the defect or made a statement about the price reduction, the amount by which the price is to be reduced, and the Contractor shall not responded to this request within 14 days, it is considered that the request is considered justified .
7. In the case of elements covered by the guarantee, the Contractor informs that the guarantee for a specific element of the work does not exclude, limit or suspend the Authority's rights resulting from the non-compliance of the work with the contract.
8. In contracts concluded with entrepreneurs, the warranty for physical and legal defects of the work performed is excluded.
9. Repair or replacement after the warranty period will always be considered individually, and the proposed solutions will take into account the economic factor.

§ 9. Warranty

1. The Contractor declares that the works he manufactures are free from material and production defects.
2. The Contractor grants the guarantee for the following elements manufactured, delivered and assembled by the Purchaser:
 - 1) kitchen furniture, tables, cabinets, beds, bedside tables, coffee tables - 2 years;
 - 2) upholstered elements - 1 year.
3. The guarantee referred to in paragraph 1 points 1 and 2 do not include:
 - 1) dirt, scratches, mechanical damage, wear and tear;
 - 2) damage caused by a carrier other than the carrier chosen by the Contractor;
 - 3) use of products in an environment other than those declared at the order stage (commercial use of objects declared for private use, use of objects exposed to atmospheric factors such as rain, high and low temperatures or used in a different way than indicated at the design stage);
 - 4) items or elements which the Purchaser has modified without consulting the Contractor and without obtaining his consent;
 - 5) natural texture, texture and colors found in wood, fabric and leather.
4. The time of repair or replacement will take place on the date agreed with the Purchaser.
5. The choice of the method of removal of the defect (repair or replacement of the work to be free from defects) is entitled to the Contractor.

§ 10.

The right to withdraw from the contract

1. The purchaser who is also a consumer who has concluded a distance contract may withdraw from it without giving reasons, by submitting a relevant written statement within 14 months. To comply with this deadline, it is enough to send a statement before its expiry. The statement may be sent, in particular, via e-mail to the following address: biuro@artprostolarstwo.com or in writing to the address of ul. Kołobrzeska, No. 56A, loc. 20, 80-394 Gdańsk.
2. The 14-day period, in which the Consumer may withdraw from the contract, counts from the day of taking possession of the goods by the Consumer.
3. The Consumer may use the form attached to the Regulations to withdraw from the contract.
4. The Contractor is obligated to immediately, not later than within 14 calendar days from the date of receipt of the consumer's statement on withdrawal from the contract, return to the consumer all payments made by him, including the delivery of the work (with the exception of additional costs resulting from the method of delivery chosen by the Purchaser) than the cheapest regular delivery method). The Contractor shall refund the payment using the same method of payment as the consumer used, unless the consumer has expressly agreed to a different method of return, which does not entail any costs for him. If the Purchaser has not offered to collect the object of the contract from the consumer himself, he may withhold the refund of payments received from the consumer until receipt of the Product or delivery by the consumer of proof of his return, whichever occurs first.
5. The consumer is obliged to immediately, no later than within 14 calendar days from the date on which he withdraws from the contract, return the object of the

contract to the Contractor or hand it over to the person authorized by the Contractor, unless the Contractor proposed that he will collect the contract itself.

6. To meet the deadline, it is enough to return the work before its expiry to the address of the Contractor - ul. Głogowa 1, 84-230 Rumia.
7. The consumer is liable for the decrease in the value of the subject of the contract as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the subject of the contract.
8. If the consumer has chosen a method of delivery of the subject of the contract other than the cheapest standard delivery available from the Contractor, the Contractor is not obliged to return the consumer additional costs incurred by him.
9. The cost of returning the subject of the contract bears the consumer
10. **The right to withdraw from a distance contract is not payable in the cases referred to in art. 38 of the Act of 30/05/2014 on consumer rights, in particular in the case of:**
 - a) **contracts for the provision of services, if the Seller has fully provided the service with the express consent of the Buyer, who was informed before the provision that he will lose his right to withdraw from the contract after the performance of the performance;**
 - b) **the consumer with regard to contracts in which the subject of the provision is a non-prefabricated Product, manufactured according to the consumer's specification or to satisfy his individual needs.**

§ 11.

Out-of-court ways to handle complaints and redress and the rules for access to these procedures

1. Detailed information about available methods that can be used by the Purchaser, who is a consumer, of extrajudicial means of complaint and redress and rules of access to these procedures are available on the premises and on the websites of district (urban) consumer ombudsmen, social organizations to which statutory rights include consumer protection, Provincial Inspectorates of the Trade Inspection and the Office of Competition and Consumer Protection.
2. To use the non-judicial means of dealing with complaints and seeking a lease in order to obtain services in the scope of protection of rights and obligations in particular to:
 - 1) county (urban) consumer ombudsman,
 - 2) voivodeship inspectorates of the Trade Inspection (WIIH) and their branch offices conducting mediation. Mediation is carried out at the request of the Consumer or ex officio after the complaint has been exhausted. The mediator is a WIIH employee. Mediation is voluntary, which means that in this way the dispute resolution must be agreed by both parties to the contract,
 - 3) arbitration courts, in particular permanent amicable consumer courts operating at WIIH (both in the capitals of voivodships and in non-local branches). These courts consider disputes over property rights arising from contracts for the sale of products and the provision of services. Their basic feature is a voluntary nature. This means that

the case can be considered by the arbitral tribunal only if both parties agree and surrender to its jurisdiction, i.e. they will do so. an arbitration agreement. Both the Consumer and the entrepreneur can initiate proceedings.

The proceedings described above are free, the only costs may be related to the need to pay expert opinions commissioned in the case of independent appraisers .

§ 1 2 .

Information Clause regarding the processing of personal data

1. The administrator of your personal data is Damian Bonarowski managing a business under the name Art-Pro Stolarstwo Damian Bonarowski with its registered office in Rumia (84-230) at ul. Głogowa, NIP: 584-275-94-03, REGON (National Business Registry Number): 367035362.
2. The legal basis for the processing of your personal data is:
 - 1) Art. 6 par. 1 letter b GDPR, i.e. processing is necessary for the implementation of the contract that connects us.
 - 2) Art. 6 par. 1 lit. c GDPR, i.e. processing is necessary for the fulfillment of the obligations incumbent on the administrator, such as financial settlements, including tax ones.
 - 3) Art. 6 par. 1 lit. f GDPR, i.e. processing is indispensable for the purposes of the legitimate interests of the administrator, such as directing direct marketing offers and the possible need to enforce claims arising from civil law and defend against such claims.
3. The purpose of personal data processing by the administrator is the execution of orders and provision of services, the performance of legal obligations, including tax, and marketing to target offers under the contract and to seek possible claims under civil law and defend against such claims.
4. Please be advised that providing personal data is a prerequisite for the conclusion and implementation of the contract. When documenting services with a VAT invoice, the Administrator is obliged to obtain the data necessary to issue a VAT invoice and to fulfill the legal obligation incumbent on the Administrator. Failure to provide personal data will make it impossible to complete the order, thus concluding the contract. In addition, providing personal data is dictated by the legitimate interest of the administrator and is aimed at servicing the concluded contract, as well as pursuing safeguards and claims related to the contract.
5. Please be advised that you have the right to access your personal data, rectify them, demand their removal or raise objections, as well as the right to request the Administrator to limit the processing of your data, as well as to transfer them.
6. The administrator informs that your personal data will be kept for the duration of the contract, as well as during the limitation period for possible claims, including tax and civil claims.
7. If you feel that your personal data will be processed in breach of the legal requirements, you have the right to lodge a complaint with the supervisory authority.

8. The recipient of your personal data are the employees of the administrator, directly responsible for the processing of data, and also entities providing services in the following categories:
 - 1) in the scope of delivering correspondence and shipments,
 - 2) IT and new technologies,
 - 3) telephone or electronic service,
 - 4) payment
 - 5) accounting and financial,
 - 6) auditing and control,
 - 7) legal and debt collection.
9. Shared data will not be profiled.
10. The administrator informs that your personal data will not be transferred to third countries.

§ 13 . Final Provisions

1. The Contractor reserves the right to change the above Regulations.
2. The changes made to the Regulations will be made available on the website of Contractor and will apply to contracts concluded after their entry into force.
3. In case of discrepancies in the interpretation of these Regulations, the Polish language version will be considered as the only valid one.
4. These Regulations shall apply from

Annex to the Regulations

Model withdrawal form

(this form should be filled in and returned only if you wish to withdraw from the contract)

.....
(name and surname of the consumer)

.....
(address)

**Art-Pro Stolarstwo Damian Bonarowski
ul. Głogowa
84-230 Rumia**

I hereby declare that I withdraw from the contract concluded on for a
work involving the performance of a work in the form
of
.....
.....
Which final acceptance took place on