

## **RULES AND REGULATIONS OF RINGSBYBIELAK INTERNET SHOP**

### **§ 1**

1. The „Rings by Bielak" internet shop is owned by Diamond Hill Maciej Bielak, address: Halczyzna 3, 30-086 Krakow, VAT No. 6772143866, regon (statistical) No.: 356382738, under CEIDG entry No. 123/2002, referred to hereafter as the „Shop". Diamond Hill Maciej Bielak shall have the exclusive right to sell rings made by Andrzej Bielak Bizuteria outside the territory of Poland.
2. The Internet Shop shall effect sale through the Internet and shall be based at the following address: <http://www.weddingringsbybielak.com>.
3. The Shop shall sell unique jewellery, particularly wedding rings, including custom-made ones.
4. The detailed list of products and services is available on the website. Prices specified therein include VAT tax (rate determined by relevant regulations). The price binding for the Buyer and the Shop shall be the one visible on the website in the moment the order for a given product or service is placed by the Buyer; in case of custom-made products, the price binding for the Buyer and the Shop shall be the one specified to the Buyer by the Shop after the product has been designed and the order confirmed by the Buyer.

### **§ 2**

1. Orders in the Internet Shop may be placed by:
  - natural persons over 18 years of age, with full rights to undertake legal transactions;
  - legal persons;
  - organisational units without legal personality, provided that under relevant provisions they have the capability to undertake legal transactions; referred to hereafter as the „Buyer".
2. The Shop shall fulfil orders also outside the territory of Poland.
3. During order placement, a consultant helps and counsels in the process of configuration of rings, however shall not be liable for mismatching the size or other features of rings.
4. The characteristics and type of rings specified cannot be changed after the order is placed. The Shop shall not be held liable for differences in size of rings resulting from wrong choice of the Buyer or from other reasons such as change of finger thickness.

### **§ 3**

1. The order can be fulfilled only if the form on the website is correctly filled in, the payment method is selected and the order sent.
2. The acceptance of every order placed shall be confirmed by the Shop's employees by e-mail or fax.
3. By placing the order (filling in the form), the Buyer confirms that he/she has read and accepted the provisions of Rules and Regulations of the Shop.
4. The orders can be placed 24h, 365 days per year. Orders placed on Sundays and holidays shall be analysed on the first business day following the day of order placement.
5. In case of custom-made products the Buyer can receive professional sample rings after paying a deposit in the amount of £ ....., returned to the Buyer after the sample rings are sent back at the Buyer's cost within 1 month of receiving ready rings.
6. The Buyer may correct his/her particulars in the order by the time the order is confirmed by e-mail or fax by the Shop's employee or consultant.

### **§ 4**

1. All prices in the Shop are expressed in Polish zlotys (PLN) and include VAT tax.
2. Offers and price-lists presented on the Shop's website do not constitute an offer as understood by art. 66 § 1 of Polish civil code.
3. Prices of custom-made products are provided for information purposes only; conditions and the cost of such order are determined individually with the Shop's consultant.
4. The Shop issues a proof of sale. In case of a VAT invoice, detailed data needed for correctly issued VAT invoice must be entered in the form.
5. The cost of shipment of the ready product shall be borne by the Shop.

### **§ 5**

1. Time of completion of an order shall be 6 weeks for custom-made products and 7 business days for ready-made products, counting from the day of receipt of the due amount on the Shop's account.
2. The order is accepted by e-mail, phone or fax within 48 hours (business days only) from the day of order placement by the Buyer through the order form.
3. The analysis of the order placed consists in:
  - verification by the Shop's employee of completeness and correctness of data sent,
  - getting in touch with the Buyer by phone or e-mail in order to confirm these data, and type and price of the ordered

product.

- If the Buyer confirms all data, his/her order will be accepted; the Buyer will receive an e-mail confirming the final acceptance of the order.
4. Final acceptance of the order means that the ordered product is shipped to the Buyer. In case of credit card payment, prior to shipment, the Buyer's account is credited with the amount of the order.
  5. If the payment is effected by transfer, the product shall be shipped to the Buyer within 7 days from crediting the Shop's account with the relevant amount.
  6. In case of custom-made products, the final order means payment of the advance payment (30% of the agreed price).
  7. Before the ready custom-made ring is shipped, the Buyer shall receive an e-mail from the Shop with photos of ready custom-made rings. After accepting the correctness of the crafting, the Buyer shall pay the remaining amount of the order (70%). On receipt of the due amount, the Shop ships ready rings at the Shop's cost within 7 days.

## **§ 6**

1. In case of any problems with the fulfilment of the order, particularly as a result of lack of materials necessary for the fulfilment of the order, the Buyer shall be immediately notified thereof by e-mail and shall be entitled to decide whether his/her order is to be fulfilled in part, with delay, or cancelled as a whole. The Shop shall immediately return the part or the whole of the amount paid by the Buyer.

## **§ 7**

1. All products are subject to warranty. If, on receipt of the product, the Buyer finds it inconsistent with the order, or finds defects in the product, or if the defects are found during normal wear of the product according to its intended use (damages resulting from the Buyer's fault, incidentally or on purpose or resulting from improper use), he/she should report this fact to the Shop and send the product back to the Shop to the address specified in the introduction hereto. The colour of the material as shown in photo gallery may differ depending on screen settings. Any differences between colours as shown on the screen and real shades of materials used in the ordered product shall not constitute grounds for complaint. Costs of resending the product with complaint shall be returned by the Shop immediately after determining the complaint was justified. The product resent with the complaint must have the proof of purchase attached, as well as detailed description of reasons for complaint and the circumstances of their appearance; the Buyer should also specify the preferred way of redressing the damage (return of the amount equivalent to the value of the product, repair of the product or exchange of the product). All complaints are analysed within 14 business days from the day of their receipt. The damaged product shall be exchanged to a new one of full value, and if this is impossible (due to lack of materials needed to craft a new product), the Shop shall return the equivalent of the product's price or shall offer other products available in the Shop.
2. The Shop shall be liable for 2 years from the date of purchase in case of inconsistency of the product with the agreement under art. 10 of Polish act on detailed conditions of retail sale (Ustawa o szczególnych warunkach sprzedaży konsumenckiej) of 27 July 2002. The Buyer shall lose his/her rights specified in the above-mentioned law if he/she does not notify the shop about the inconsistency of the product with the agreement within two months from finding such inconsistency.
3. Custom-made rings carry a lifetime guarantee covering all and any damages excluding ones resulting from normal wear and tear, e.g. loss of a gem, cracks, discolouration, natural scratches resulting from normal use.

## **§ 8**

1. The Buyer may withdraw from the agreement without stating the reasons, by issuing a relevant written declaration within ten days from the day the product was transferred to him/her. The deadline shall be deemed observed if the declaration is sent prior to its lapse. In case of return of custom-made products, materials and labour costs shall be deducted by the Shop from the amount returned.
2. If the Buyer decides to withdraw from the agreement, he/she should send back duly packed product within 10 days from receiving it.
3. If all above-mentioned conditions for the return of products are observed, the money shall be returned within 7 days from the day on which the Shop receives the returned product.

## **§ 9**

1. The Shop shall be entitled to:
  - change the number of products offered by the Shop,
  - withdraw some products from the Shop, introduce new products to be offered by the Shop.
2. Filling in the form with the Buyer's data shall be considered to be a consent for storing and processing of particulars provided therein for purposes of completion and settlement of the transaction. The Buyer's particulars shall be processed solely for purposes of completion of the order placed, including the issuing of an invoice or a receipt and running of financial reporting. Such data shall be considered confidential and shall not be revealed to third parties.
3. The Buyer shall have the right to verify and correct his/her own particulars, and to remove them from the database. To do so, an e-mail containing relevant request should be sent to: [info@RingsByBielak.com](mailto:info@RingsByBielak.com). The Shop shall be obliged to protect personal data under the act of 29 August 1997 Personal Data Protection Law. Data related to the number of credit card and bank account shall be encrypted.
4. By placing the order through mechanisms available on the Shop's websites, the Buyer places his/her purchase offer for a particular product according to conditions specified in the product's characteristics.