

**TERMS AND CONDITIONS FOR THE
NICEANDSUNNY.COM.PL ONLINE SHOP**

§ 1

GENERAL PROVISIONS

1. These Terms and Conditions shall govern all use of the niceandsunny.com.pl online Shop by all Users.
2. The Terms and Conditions stated herein set forth: the conditions of concluding and terminating Product Sales Agreements, the course of the complaints procedure as well as the type and scope of electronic services rendered through the niceandsunny.com.pl online Shop, the conditions of rendering the electronic services and the conditions for concluding and terminating electronic services agreements.
3. By using the Electronic Services available through the Shop located at niceandsunny.com.pl, the User agrees to be legally bound and to abide by these Terms and Conditions.
4. To all matters not settled herein the following provisions of Polish law shall apply:
 - 4.1. Act on Rendering Electronic Services of 18 July, 2002,
 - 4.2. Consumer Rights Act of 30 May 2014,
 - 4.3. Act on Out-of-court Settlement of Consumer Disputes of 23 September 2016,
 - 4.4. Provisions of the Civil Code Act of 23 April, 1964
 - 4.5. and all other applicable provisions of Polish law.

§ 2

DEFINITIONS FOR THESE TERMS AND CONDITIONS

1. **TERMS AND CONDITIONS** – shall refer to the Terms and Conditions contained herein.
2. **SHOP** – shall mean the Service Provider's online Shop located at niceandsunny.com.pl.
3. **ELECTRONIC SERVICES** - shall refer to the services provided electronically by the Service Provider via the Shop.
4. **REGISTRATION FORM** – shall refer to the electronic form available at niceandsunny.com.pl required for Account registration.
5. **ACCOUNT** – shall refer to the assigned individual username (login name) and password providing access to an organised collection of digital content, including details for individual orders, stored on the Service Provider's ICT-System.
6. **ORDER FORM** – shall refer to the electronic form available at niceandsunny.com.pl, required for Order placement.
7. **SELLER, SERVICE PROVIDER** – Karolina Anna Miła trading as Karolina Miła – Art entered into the Central Registration and Information on Business (CEIDG) kept by the minister in charge of economy, place of business and address for service: ul. Wileńska 1/4, 41-103 Siemianowice Śląskie, Poland, tax identification number NIP: 6482560805, statistical number REGON: 524336556, email address: info@niceandsunny.com.pl, telephone number: +48 512124237
8. **USER** – shall refer to any natural person, a corporate or non-corporate entity granted full legal capacity under imperative provisions of law, using the Electronic Services.
9. **CUSTOMER** – shall refer to a User concluding a Sales Agreement with the Seller.
10. **CONSUMER** – shall refer to any natural person entering into a transaction with the Seller for purposes that are outside their business, trade or profession.
11. **ENTREPRENEUR** - a natural person, a legal person and an organizational unit that is not a legal person, which the law grants legal capacity, conducting business or professional activity on its own behalf.
12. **PRODUCT** – shall refer to any movables or services available at niceandsunny.com.pl and covered by a Sales Agreement concluded between the Customer and the Seller via the online Shop.
13. **SALES AGREEMENT** – shall refer to any Product Sales Agreement concluded between the Customer and the Seller through the Shop.

14. **ORDER** – shall refer to the Customer's declaration of intent to enter into a Product Sales Agreement with the Seller.
15. **PRICE** - the value expressed in monetary units that the Customer is obliged to pay to the Seller for the Product.

§ 3

PRODUCT AND ORDER INFORMATION

1. The Shop located at niceandsunny.com.pl store sells Products via the Internet.
2. Products offered through the Shop are new, in accordance with the contract and have been legally introduced onto the Polish market.
3. The information provided at niceandsunny.com.pl does not constitute an offer as defined by applicable law. By placing an Order, the Customer makes an offer to buy a selected Product under the terms set forth in the Product description.
4. The Product Prices at niceandsunny.com.pl are given in Polish zlotys (PLN) and include taxes and duties. The prices do not include delivery fees.
5. The Product Prices at niceandsunny.com.pl only become binding when the Customer has placed an Order. This price is unaffected by any price changes once the Order has been placed.
6. The Seller clearly informs the Customers about Unit Prices as well as promotions and reductions in Product Prices. Next to the information about the discount of the Product, the Seller shows the lowest Price of this Product, which was in force in the period of 30 days before the introduction of the reduction, and if the Product is offered for sale in a period shorter than 30 days - the Seller shows the lowest Price of the Product, which was in force in the period from the date of offering this Product for sale until the date of introduction of the discount.
7. Orders can be placed:
 - 7.1. through the website 24 hours a day, 365 days a year by completing an Order Form at www.niceandsunny.com.pl
 - 7.2. via e-mail: info@niceandsunny.com.pl
8. In order to place an Order, the Customer is not obliged to register an Account in the Shop.
9. Customers are required to read and accept these Terms and Conditions during Order placement.
10. The Shop processes Orders placed from Monday to Friday during the Shop's working hours, i.e. from 8:00 a.m. to 4:00 p.m. on business days. Orders placed on working days after 4:00 p.m., on Saturdays, Sundays and holidays will be processed the next business day
11. Special priced Products (promoted as part of a sale) are only available in limited numbers. Orders for special priced Products will be processed in the order in which they are received, until the Products are sold out.

§ 4

CONCLUDING SALES AGREEMENTS

1. In order to conclude a Sales Agreement, the Customer must place an Order, in accordance with the rules set forth under § 3 points 7 and 9 of the Terms and Conditions, by choosing one of the methods made available by the Seller.
2. After placing a purchase Order, the Customer immediately receives an Order confirmation from the Seller.
3. Receiving an Order confirmation from the Seller, referred to in point 2 of this paragraph binds the Customer with his Order. The Order confirmation and acceptance is sent to the Customer via email.
4. The Order confirmation email shall include the following elements:
 - 4.1. confirmation of all relevant Order details,
 - 4.2. withdrawal from the agreement,
 - 4.3. these Terms and Conditions containing information on the right of withdrawal.
5. After receiving the confirmation email, as set forth under point 4 of this paragraph, the Sales Agreement between the Customer and the Seller is finally concluded.

6. Each Sales Agreement will be confirmed by a proof of purchase (VAT invoice), which will be attached to the Product and / or sent by e-mail to the Customer's e-mail address provided in the Order Form.

§ 5

METHODS OF PAYMENT

1. The following payment options are made available to the Customer:
 - 1.1. traditional bank transfer to the Seller's bank account,
 - 1.2. electronic payment via electronic payment systems(Autopay S.A.: Visa, Visa Electron, Mastercard, Mastercard Electronic, Maestro).
2. Traditional bank transfers should be made into the following bank account: 40 1050 1588 1000 0097 7543 638, ING Bank Śląski S.A. Karolina Miła - Art, ul. Wileńska 1/4, 41-103 Siemianowice Śląskie, NIP: 6482560805. The customer should enter the following in the payment title: "Order no.".
3. All electronic payments must be made before an Order can be processed. Available electronic payment systems include payments by credit card as well as instant bank transfers in selected Polish or foreign banks.
4. The Customer shall pay the amount equal to the purchase price specified in the Sales Agreement within 3 business days from the date of its conclusion unless indicated otherwise in the Sales Agreement.
5. The Product shall be dispatched only after payment is received.

§ 6

DELIVERY COST, TIME AND METHOD

1. Product delivery costs, covered by the Customer, are determined during the Order submission process and depend on the choice of payment method and delivery method of the purchased Product.
2. The date of delivery of the Product consists of the time of completing the Product and the time of delivery of the Product by the carrier:
 - 2.1. The time for completing the Products is from 5 to 10 business days from the moment of:
 - a) posting the funds paid under the Sales Agreement on the Seller's account or
 - b) positive authorization of the transaction by the electronic payment system.
 - 2.2. The delivery of Products that are movable items by the carrier takes place within the period declared by the carrier is from 3 to 20 business days from the moment of sending the shipment (delivery takes place only on business days, excluding Saturdays, Sundays and holidays).
3. Order completion time for the "luxury beach towels" Product is from 15 to 20 business days.
4. Products purchased in the Shop are shipped via a courier company.

§ 7

COMPLAINTS PROCEDURE

1. The basis and scope of the Seller's liability towards the Customer who is a Consumer or an entity referred to in § 10 of the Terms and Conditions for the non-compliance of the Product with the contract are specified in the Act on Consumer Rights of May 30, 2014,
2. The basis and scope of the Seller's liability towards the Customer who is an Entrepreneur, referred to in § 9 under the warranty, are specified in the Civil Code of April 23, 1964,
3. The Seller is liable to the Customer who is a Consumer or an entity referred to in § 10 of the Terms and Conditions for the lack of conformity of the Product with the contract existing at the time of delivery of the Product and revealed within 2 years from that moment, unless the expiry date of the Product specified by the Seller or persons acting in his name is longer,

4. Notice of non-compliance of the Product with the contract and all demands should be submitted via email to the following address: **info@niceandsunny.com.pl** or in writing to the following address: **ul. Wileńska 1/4, 41-103 Siemianowice Śląskie.**
5. The notice, submitted electronically, should contain sufficient detail about the subject of the complaint and about the circumstances giving rise to the issue. Specifically, complaints should include information about the nature of the issue, the date when the issue first arose as well as the complainant's contact details. Providing all necessary data will speed up the complaint-handling process.
6. For the assessment of irregularities and non-compliance of the Product with the contract, the Consumer or the entity referred to in § 10 of the Terms and Conditions are obliged to make the Product available to the Seller, and the Seller is obliged to collect it at his own expense.
7. A response to the Customer's demand shall be sent promptly and, in any event, no later than within 14 days following the date of receipt.
8. In the case of complaints submitted by consumer Customers or the entity referred to in § 10 of the Terms and Conditions - the Seller's failure to consider the Customer's complaint within 14 days of its receipt shall be construed as tantamount to a decision in the Customer's favour.
9. The Customer or the entity referred to in § 10 of the Terms and Conditions may first demand that the Product be replaced or repaired by the Seller. The Customer may demand a price reduction and withdrawal from the contract only in the cases specified in the Act on Consumer Rights of 30 May 2014 (e.g. when the non-conformity of the goods with the contract is significant, when the Seller refused to bring the goods into compliance with the contract or if the lack of conformity of the goods with the contract persists despite the fact that the seller has tried to bring the goods into conformity with the contract).
10. in connection with a justified complaint of a Customer who is a Consumer or an entity referred to in § 10 of the Terms and Conditions, the Seller, respectively:
 - a) covers the costs of replacing or repair and re-delivering the Product to the Consumer
 - b) reduces the price of the Product (the reduced Price must remain in the proportion of the Price of the goods in accordance with the contract to the goods not in accordance with the contract) and returns the value of the reduced price to the Consumer or the entity referred to in § 10 no later than within 14 days of receiving the authorized statement of this Consumer or the entity referred to in § 10 to reduce the price,
 - c) in the case of authorized withdrawal from the contract by the Consumer or the entity referred to in § 10 - returns the price of the Product to them no later than 14 days from the date of receipt of the returned goods or proof of its return. In the event of withdrawal from the contract, the Consumer or the entity referred to in § 10 is obliged to immediately return the goods to the Seller at the Seller's expense.
11. The response to the complaint is provided on paper or other durable medium, e.g. e-mail or SMS.

§ 8

RIGHT TO WITHDRAW

1. **With the reservation of point 10 of this paragraph** Consumer Customers or the entity referred to in § 10 of these Terms and Conditions, have the right to withdraw from a distance agreement within 14 days without giving any reason for the withdrawal. To exercise the right of withdrawal the consumer Customer must notify the Seller of his decision to withdraw from the agreement by an unequivocal statement (e.g. by submitting the model withdrawal statement provided by the Seller).
2. In the case of withdrawal from a Sales Agreement, the agreement is considered null and void. In case of a withdrawal from the Agreement, the Customer or the entity referred to in § 10 of these Terms and Conditions, must return the Product to the Seller or any person authorised by the Seller without delay and no later than within 14 days from the date of withdrawal from the Agreement, unless the Seller offered to collect the Product from the Customer. To comply with the time limit it is sufficient that the Product is dispatched on time.

3. In case of withdrawal from a Sales Agreement the Product should be sent to the following address:
ul. Wileńska 1/4, 41-103 Siemianowice Śląskie.
4. The Consumer or the entity referred to in § 10 of the Terms and Conditions are liable for the decrease in the value of the Product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product, unless the Seller has not informed the Consumer or the entity about referred to in § 10 Terms and Conditions on the manner and time limit for exercising the right to withdraw from the contract and the template of the withdrawal form. In order to determine the nature, characteristics and functioning of the Products, the Consumer or the entity referred to in § 10 of the Terms and Conditions should handle the Products and check them only in the same way as they could do in a stationary store.
5. With the reservation of points 6 and 8 of this paragraph the Seller shall reimburse to the Consumer all payments received from them, including the cost of delivery. The refund shall be made in the same method of payment that the Consumer or the entity referred to in § 10 of these Terms and Conditions, used for the initial transaction, unless the Consumer has expressly agreed otherwise; in any event the Consumer will not incur any fees as a result of such reimbursement. Subject to point 7 of this paragraph, the return will take place immediately, and no later than within 14 days of receipt by the Seller of a statement of withdrawal from the Sales Agreement.
6. The Seller shall not be required to reimburse the supplementary costs resulting from the Consumer's or the entity referred to in § 10 of these Terms and Conditions, choice of a type of delivery other than the least expensive type of standard delivery offered by the Shop.
7. If the Seller doesn't offer to pick up the return from the Consumer or the entity referred to in § 10 of these Terms and Conditions himself, the Seller may withhold reimbursement until he has received the Product back or the Consumer has supplied evidence of having sent back the Product, whichever occurs first.
8. The Consumer or the entity referred to in § 10 of these Terms and Conditions, who withdraws from a Sales Agreement under point 1 of this paragraph, must only bear the direct cost of returning the Product to the Seller.
9. The "cooling-off" period expires 14 days after the day the Consumer or the entity referred to in § 10 of these Terms and Conditions, may withdraw from the contract is counted as:
 - 9.1. for a contract under which the Seller issues the Product being obliged to transfer its ownership - from the date on which the Consumer or the entity referred to in § 10 of the Terms and Conditions (or a third party indicated by them other than the carrier) took possession of the Product,
 - 9.2. for a contract that covers many Products that are delivered separately, in batches or in parts - from taking possession of the last Product, its batch or part
 - 9.3. for a contract consisting in regular delivery of the Product for a definite period of time - from taking possession of the first of the Products,
 - 9.4. for other contracts - from the date of conclusion of the contract.
10. The right of withdrawal in any event does not apply to Sales Agreements for the supply of:
 - 10.1. products made to the Consumer's specification, i.e. non-prefabricated, personalized Products made on the basis of and individual choice of or decision by the Consumer.
 - 10.2. in which the subject of the service is an item delivered in a sealed package, which after opening the package cannot be returned due to health protection or hygiene reasons, if the packaging was opened after delivery,
 - 10.3. in which the subject of the service are things that after delivery, due to their nature, are inseparably connected with other things,
 - 10.4. the service, if the Seller has performed the service in full with the express consent of the Consumer, who was informed before the start of the service that after the performance of the service by the Seller he will lose the right to withdraw from the contract.
 - 10.5. in which the subject of the service is an item subject to rapid deterioration or having a short shelf life.

11. Both the Customer (Consumer) and the Seller have a legal right to cancel the Sales Agreement in the event that the opposite party fails to fulfil its obligations under the Agreement within the set deadline.

§ 9

TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS (B2B)

1. This paragraph contains provisions only for entrepreneurs not covered by protection under the Act on Consumer Rights, referred to in § 10 of the Terms and Conditions.
2. The Seller reserves the right to cancel a non-consumer Sales Agreement within 14 working days of the date of the Agreement being concluded without giving any reason and without incurring any liability towards the business Customer.
3. The Seller may limit the scope of payment methods made available to the business Customer regardless of the payment method chosen by the business Customer and the fact that the Sales Agreement has been concluded. The Seller may demand full or partial payment in advance.
4. The risks and rewards of ownership including but not limited to the risk of loss of or damage to a Product shall pass to the business Customer when the Product is picked up from the Seller by the carrier. The Seller shall not be held liable for any damage, shortage or loss to the contents of the shipment that occurs after the carrier picks up the Product or for any delay in delivery.
5. Business Customer is required to inspect his shipment for any loss, shortage or damage before accepting it from the carrier. If the business Customer believes any or part of the Product is missing, wrong or damaged he should take all measures necessary to establish the liability of the carrier.
6. The Service Provider may terminate the Electronic Services Agreement with immediate effect and without giving any reason by sending a notice of termination to the non-consumer User.

§ 10

PROVISIONS CONCERNING ENTREPRENEURS WITH CONSUMER RIGHTS

1. An Entrepreneur running a sole proprietorship (this paragraph does not apply to commercial companies) is covered by the protection provided for by the Act on Consumer Rights, provided that the contract he concludes with the Seller is directly related to his business activity, but the content of this contract shows that it is not of a professional nature for him, resulting in particular from the subject of his business activity.
2. A person conducting business activity, referred to in item 1 of this paragraph, is protected only in the scope of:
 - 2.1. prohibited contractual provisions - the so-called abusive clauses,
 - 2.2. liability for non-compliance of the Product with the contract,
 - 2.3. the right to withdraw from a distance contract,
 - 2.4. rules for a contract for the supply of digital content or a digital service.
3. The entrepreneur referred to in item 1 of this paragraph loses his consumer protection rights in the event that the Sales Agreement he has concluded with the Seller is of a professional nature, which is verified on the basis of the entrepreneur's entry in the Central Register and Information on Economic Activity of the Republic of Poland, in particular the codes of the Polish Classification of Activities indicated therein.
4. Entrepreneurs referred to in item 1 of this paragraph are not covered by institutional protection provided to Consumers by President of UOKiK.

§ 11

TYPE AND SCOPE OF ELECTRONIC SERVICES

1. The Service Provider grants access to the following Electronic Services:
 - 1.1. concluding Product Sales Agreements,
 - 1.2. Website Account.
2. These Terms and Conditions shall apply to all Electronic Services provided through niceandsunny.com.pl

3. The Service Provider reserves the right to display advertising content at niceandsunny.com.pl. Advertisements are an integral part of the online Shop front and the materials presented therein.

§ 12

CONDITIONS OF PROVIDING SERVICES AND CONCLUDING ELECTRONIC SERVICES AGREEMENTS

1. The Electronic Services set forth under § 11 point 1 of these Terms and Conditions are free of charge.
2. Term of the agreement:
 - 2.1. Electronic Services Agreements enabling the User to place an Order are concluded for a definite period of time and terminate upon placement or withdrawal of the Order.
 - 2.2. Electronic Services Agreements for Account management are concluded for an indefinite period of time.
3. End-user hardware, network and software requirements for the ICT system used by the Service Provider:
 - 3.1. a computer (or a mobile device) with an active Internet connection,
 - 3.2. access to email account,
 - 3.3. Internet browser,
 - 3.4. enabling cookies and Javascript in the Internet browser.
4. The User agrees to use the Shop in accordance with the principles of good practice, only for lawful purposes and in a manner, which does not infringe the personal rights and intellectual property rights of any third party.
5. The User is obliged to provide accurate and complete information to the Service Provider.
6. The User is prohibited from providing any unlawful or illegal content.

§ 13

COMPLAINTS PROCEDURE FOR ELECTRONIC SERVICES

1. Complaints about Electronic Services provided via niceandsunny.com.pl should be submitted via email to **info@niceandsunny.com.pl**
2. All complaints should contain sufficient detail about the subject of the complaint and about the circumstances giving rise to the issue. Specifically, complaints should include information about the nature of the issue, the date when the issue first arose as well as the complainant's contact details. Providing all necessary data will speed up the complaint-handling process.
3. All complaints shall be resolved promptly and, in any event, no later than within 14 days following the date of receipt.
4. A response to the complaint shall be sent by email or other preferred method of contact indicated by the complainant.

§ 14

CONDITIONS OF TERMINATING ELECTRONIC SERVICES AGREEMENTS

1. Terminating an Electronic Services Agreement:
 - 1.1. Continuing and indefinite-term Electronic Services Agreements (e.g. Account) may be terminated.
 - 1.2. The User may terminate the agreement for convenience and with immediate effect by sending an appropriate statement to the following e-mail address: **info@niceandsunny.com.pl** or by deleting the Account.
 - 1.3. The Service Provider reserves the right to terminate continuing and indefinite-term Electronic Services agreements in the event that the User violates any obligation deriving from these Terms and Conditions. This applies particularly to Users who provide illegal content and continue to do so despite receiving a cease and desist letter from the Service Provider with a reasonable deadline for compliance. The termination shall be effected within 7 days of serving an advance notice in writing (agreement termination period).
 - 1.4. The notice of termination leads to a cessation of legal relations with the effect for the future.

2. Both the Service Provider and the User may terminate an Electronic Services agreement at any time by mutual agreement of the parties.

§ 15

INTELLECTUAL PROPERTY

1. The compilation of all content at niceandsunny.com.pl (with the stipulation of § 15 point 3 of this Terms and Conditions as well as materials used under a license, assignment of copyrights or fair use) is protected by copyright law and is the exclusive property of Karolina Anna Miła trading as Karolina Miła – Art entered into the Central Registration and Information on Business (CEIDG) kept by the minister in charge of economy, place of business and address for service: ul. Wileńska 1/4, 41-103 Siemianowice Śląskie, Poland, tax identification number NIP: 6482560805, statistical number REGON: 524336556. The User shall bear all liability for damages caused to the Service Provider caused by any use of the content of the website located at niceandsunny.com.pl without the consent of the Service Provider.
2. Any use or reproduction of the content of the website located at niceandsunny.com.pl or any portion thereof without the express written consent of the Service Provider constitutes a copyright infringement and is punishable under civil and criminal law.
3. All trade names, Product names, company names and their logos used on the Shop's website at niceandsunny.com.pl belong to their owners and are used only for identification purposes. They may be registered trademarks. All materials, descriptions and photos presented on the Shop's website at niceandsunny.com.pl are used for informational purposes.

§ 16

FINAL PROVISIONS

1. Agreements concluded through the Shop are construed in accordance with the laws of Poland.
2. Should any provision of these Terms and Conditions be prohibited by applicable law, the provisions of Polish law shall apply in lieu of the unenforceable provision.
3. Any disputes between the Shop and Consumers arising out of or in connection with a Sales Agreement shall be resolved in the first instance through amicable negotiation between the parties with the intention of amicable settlement of the dispute in accordance with the Act on out-of-court consumer dispute resolution. Should such resort prove of no avail or unsatisfactory to any of the parties, disputes shall be resolved in a court of competent jurisdiction under point 5 of this paragraph.
4. Judicial dispute settlement procedures:
 - 4.1. Any disputes arising between the Service Provider and the consumer User (Customer) or the entity referred to in § 10 of the Terms and Conditions, shall be resolved by a court of competent jurisdiction, in accordance with the provisions of the Code of Civil Procedure of 17 November 1964 (Dz. U. No. 43, item 296, as amended).
 - 4.2. Any disputes arising between the Service Provider and the non-consumer User (Customer), referred to in § 9 of the Terms of Conditions, shall be settled by the court having jurisdiction over the Service Provider's registered office.
5. Consumer Customers may use Alternative Dispute Resolution schemes after the internal complaints procedure is finalised, such as submitting a request for mediation or a request for arbitration to a competent state organ (model request forms are available at: <http://www.uokik.gov.pl/download.php?plik=6223>). The list of Permanent Consumer Arbitration Courts attached to the Voivodeship Inspectorates of Trade Inspection may be found at: http://www.uokik.gov.pl/wazne_adresy.php#faq596. The Customer may also obtain free legal aid provided by the Regional (Municipal) Consumer Ombudsman or a community-based organisation for consumer protection. Alternative Dispute Resolution procedures are free of charge.
6. Consumers may submit complaints through the Online Dispute Resolution (ODR) online platform available at: <http://ec.europa.eu/consumers/odr/>