

Purchasing Regulations

Online sales regulations

Good morning!

I am very pleased to welcome you in my studio. I hope you feel good here, if you need my help, please contact me by email contact@atelierania.fr

Enough of the introduction, now it's time for formalities. First, my full registration details as a seller: Anna Mađra, 3 Place Robert Buron, Villaines la Juhel, 53700 France.

Below you will find the regulations, which include information, among others: about the method of placing an order leading to the conclusion of a contract, details regarding the implementation of the concluded contract, the principles of providing digital content and provision of services and types of payments available on the Website, the procedure for withdrawing from the contract and the complaint procedure.

If you have any comments, questions or doubts, I am at your disposal at the e-mail address ania@atelierania.fr or by phone number ++33620924943. I provide customer service from Monday to Friday from 10:00 a.m. to 3:00 p.m.

Best regards and happy shopping!

Ania Mađra, Atelier Ania

§ 1. Definitions

For the purposes of the Regulations, the following terms have the following meanings:

1. Update – an update that the Seller has undertaken to provide and which is necessary to maintain compliance of the Digital Content with the Agreement;
2. Price – the value expressed in monetary units that the Buyer is obliged to pay the Seller for the Product;
3. E-payment – payment of the Price for the Product using digital representation of value, in particular using electronic vouchers, e-coupons, virtual currencies, etc.;
4. Buyer – a natural person, a legal person or an organizational unit with legal capacity, in particular a Consumer or PNPk;
5. Consumer – a natural person concluding an Agreement with the Seller that is not directly related to his or her business or professional activity;
6. Products – Goods, Digital Content or Core Services;
7. Entrepreneur with consumer rights (PNPK) – a natural person concluding an Agreement with the Seller directly related to his/her business activity, when the content of the Agreement shows that it does not have a professional character for this person, resulting in particular from the subject of his/her business activity, made available on based on the provisions on the Central Registration and Information on Economic Activity;

8. Pre-sale – the process of collecting orders by the Seller for Products that will be available for sale from a specified date and concluding Agreements before the planned date of introducing the Products for sale;
9. Regulations – regulations of the Atelier Ania website, available at <https://atelierania.fr/purchasing-regulations/>;
10. Website – website operating at multifiori.pl and its extensions;
11. Seller – Anna Mađra, carry business under the name Atelier Ania Anna Mađra, 3 Place Robert Buron, Villaines la Juhel, 53700 France, SIREN 949153761.
12. Goods – all movable items offered by the Seller in the Store, including TzEC;
13. Goods with Digital Elements (TzEC) – Goods offered by the Seller, containing Digital Content or Digital Service, without which the Goods are unable to function properly. Digital Content or Digital Services may be provided by the Seller or a third party;
14. Outlet Goods – Goods in relation to which the Buyer has been clearly informed that a specific feature of the Goods deviates from the typical requirements for compliance with the Agreement, e.g. in terms of completeness, quality, functionality, etc.;
15. Digital Content – data produced and delivered in digital form;
16. User Content – content that was provided or created by the Consumer or PNPk while using the Digital Content;
17. Agreement – an agreement concluded between the Seller and the Buyer, the subject of which is the sale of Goods, the delivery of Digital Content or the provision of Basic Services or Electronic Services to the Buyer;
18. Services – Electronic Services or Basic Services;
19. Digital Services – services that allow the Buyer to:
 - production, processing, storage or access to data in digital form;
 - joint use of data in digital form that was sent or created by the Buyer or other users of the Digital Service;
 - other forms of interaction using digital data;
20. Basic Services – all services provided by the Seller as part of its core business related to running an art studio, e.g. running stationary workshops, manufacturing products to order. Core Services may or may not constitute a type of Electronic Services;
21. Electronic Services – all electronic services provided by the Seller to the Buyer via the Website.

§ 2. Preliminary provisions

1. The Seller sells Products via the Website. The Buyer may purchase the Products indicated on the Website or specified in the Pre-Order.

2. The Regulations define the terms and conditions of using the Website, as well as the rights and obligations of the Seller and Buyers.
3. To use the Website, in particular to place an order, it is not necessary for the Buyer's computer equipment or software to meet any specific technical conditions. Sufficient are:
 - a) Internet access,
 - b) standard, current operating system,
 - c) standard, up-to-date web browser with cookies enabled,
 - d) having an active e-mail address.
4. To use the Digital Content, depending on its type, you may additionally need standard, publicly available software that allows you to view or play a specific type of files such as DOC, PDF, MP4, MP3, MOV, AVI, etc. If the use of the Digital Content requires compliance with additional technical requirements, such information is presented on the Website in a way that is visible to the Buyer and allows the Buyer to make a decision regarding the purchase of digital content.
5. If, in order to use the Goods or TzEC, it is necessary to meet additional technical conditions other than those indicated in section 3, the Seller will inform the Buyer about this before placing the order, e.g. by including technical requirements in the description of the Goods or TzEC.
6. The Agreement cannot be concluded anonymously or under a pseudonym. The Buyer should provide true and complete personal data in order to conclude such an Agreement.
7. When using the Website, it is prohibited to provide illegal content, in particular by sending such content via the forms available on the Website.
8. Depending on the type of selected Products or Services, a specific type of Agreement is concluded between the Seller and the Buyer:
 - a) in the case of Goods, a sales contract is concluded;
 - b) in the case of Digital Content, an agreement for the supply of digital content is concluded;
 - c) in the case of Electronic Services, an agreement for the provision of electronic services is concluded;
 - d) in the case of Basic Services, a contract for the provision of services is concluded.
9. If the subject of the order are Products of various types, after the Seller accepts the offer, several contracts are concluded, as referred to in section 8, corresponding to the subject of the order.
10. For the avoidance of doubt, the Seller indicates that:
 - a) Agreements relating to the sale of Goods are agreements requiring the transfer of ownership of the Goods, to which the provisions of Chapter 5a of the Act of May 30, 2014 on consumer rights apply;
 - b) Agreements relating to the sale of TzEC are agreements requiring the transfer of ownership of the Goods, to which the provisions of Chapter 5a apply and the provisions of Chapter 5b of the Act of May 30, 2014 on consumer rights do not apply;
 - c) Agreements relating to Digital Content are contracts for the supply of digital content to which the provisions of Chapter 5b of the Act of May 30, 2014 on consumer rights apply;
 - d) the provisions of Chapter 5b of the Act of May 30, 2014 on consumer rights do not apply to Agreements that do not concern Digital Content.

§ 3. Electronic Services relating to the Website

1. The Seller provides the Buyer with specific Electronic Services related to the use of the Website.

2. The basic Electronic Service provided to the Buyer by the Seller is to enable the Buyer to place an order on the Website, which leads to the conclusion of an Agreement with the Seller. It is possible to place an order without having an account on the Website.
3. If the Buyer decides to create an account on the Website, the Seller also provides the Buyer with an Electronic Service consisting in creating and maintaining an account on the Website. The account stores the Buyer's data and the history of orders placed by him on the Website. The Buyer logs in to the Account using his/her e-mail address and a password defined by him/her. The Buyer is obliged to secure access to his User account against access by unauthorized persons, and is also obliged not to share the login and password with any third parties.
4. If the Buyer decides to subscribe to the newsletter, the Seller provides the Buyer with an Electronic Service consisting in sending the Buyer e-mails containing information about the Seller's new products, promotions, products or services. Subscription to the newsletter is done by completing and sending the newsletter subscription form or by checking the appropriate checkbox when placing the order. The buyer may unsubscribe from receiving the newsletter at any time by clicking the unsubscribe button included in each message sent as part of the newsletter. The Buyer may also send the Seller an e-mail with a request to unsubscribe from the newsletter database.
5. Electronic Services are provided to the Buyer free of charge. However, Sales Agreements, Agreements for the supply of Digital Content and Agreements for the provision of Basic Services, which are concluded via the Website, are subject to payment.
6. In order to ensure the safety of the Buyer and the transfer of data in connection with the use of the Website, the Seller takes technical and organizational measures appropriate to the degree of threat to the security of the Electronic Services provided, in particular measures to prevent the acquisition and modification of personal data by unauthorized persons.
7. The Seller takes steps to ensure the full proper functioning of the Website. The Buyer should inform the Seller about any irregularities or interruptions in the functioning of the Website.
8. Due to the fact that the Website is an IT system managed by the Seller, the Seller may conduct technical and IT work aimed at developing the Website and providing Electronic Services at the highest possible level.
9. As part of the development of the Website, the Seller may in particular:
 - a) add new functions and change or remove existing functions within the Website;
 - b) introduce the Website to other types of devices, e.g. mobile devices;
 - c) make available the application related to the Website.

§ 4. Placing an order

1. The buyer can place an order as a registered customer or as a guest.
2. A registered customer is a Buyer who has an account on the Website.
3. If the Buyer has an account on the Website, he or she should log in to it before placing an order. Login is also possible when placing an order.
4. All descriptions of Products available on the Website do not constitute an offer within the meaning of the applicable provisions of civil law, but an invitation to conclude an Agreement.

5. Placing an order is done by adding the Products that interest the Buyer to the cart and then completing the order form. The form must provide the data necessary to complete the order. At the ordering stage, you select the payment method for the order. The condition for placing an order is acceptance of the Regulations, which the Buyer should read beforehand. In case of any doubts regarding the Regulations, the Buyer may contact the Seller.
6. In the case of Goods that are Outlet Goods, an additional condition for placing an order is to check the checkbox stating that the Buyer consents to the purchase of defective Goods.
7. The Buyer must provide true personal data in the order form. The buyer is responsible for providing false personal data. The Seller reserves the right to suspend the execution of the order in a situation where the Buyer has provided false data or when these data raise reasonable doubts for the Seller as to their correctness. In such a case, the Buyer will be informed by phone or e-mail about the Seller's doubts. In such a situation, the Buyer has the right to explain all circumstances related to verifying the accuracy of the provided data. If there is no data allowing the Seller to contact the Buyer, the Seller will provide any explanations after the Buyer contacts the Buyer.
8. The Buyer declares that all data provided by him in the order form is true, while the Seller is not obliged to verify their truthfulness and correctness, although he has such a right in accordance with section 7.
9. The ordering process ends by clicking the finalize order button. By clicking the button finalizing the order, the Buyer submits an offer to purchase selected Products from the Seller, under the conditions specified in the order form.
10. After receiving the order, the Seller, no later than within 3 (in words: three) business days from the date of receipt of the order, may:
 - a) accept the offer submitted by the Buyer by accepting the order for execution – in such a case, the Agreement is concluded upon delivery to the Buyer of a message confirming acceptance of the order for execution,
 - b) may not accept the Buyer's offer and cancel the placed order – in such a case, the Agreement is not concluded and all payments are refunded to the Buyer, if the Buyer made them at the stage of placing the order.

5. Pre-sale

1. The Seller may, but is not obliged to, arrange a Pre-Sale for certain types of Products.
2. Pre-Order Products are clearly marked on the Website as Pre-Order Products. On the page of such Products, the Seller provides information from what date the Products will most likely be available and from what date the Products will most likely be transferred to Buyers.
3. For the purposes of concluding Pre-Sale Agreements, the provisions of § 4 shall apply accordingly.
4. The Seller reserves the right to change the date referred to in section 2, especially as a result of delays in the delivery of the Product by third parties (e.g. manufacturers). The Seller will inform Buyers about any changes in the dates related to the Pre-Sale by posting information on the Website and sending an e-mail to the address provided by the Buyer.

5. In the event that the sale of the Products is not possible under the conditions provided for in the Pre-Order (e.g. suppliers do not provide the appropriate quantity or types of materials, the price of materials increases, etc.), the Seller will inform the Buyer about these circumstances.
6. If a Buyer who is a Consumer or PNPk does not agree to extend the deadline for delivery of the Product or change the terms of sale of the Product, he or she may resign from purchasing the Product, and the Seller will refund such Buyer any payments made as part of the Pre-Sale.

§ 6. Price and payments

1. Available payment methods for the order are described on the Website and presented to the Buyer at the stage of placing the order.
2. If the Buyer chose online payment when placing the order, after clicking the button finalizing the order, he or she will be redirected to a payment gateway operated by an external payment operator in order to pay for the order. If the Buyer chose to pay by bank transfer, after clicking the button finalizing the order, he or she will be redirected to the Website with order confirmation and payment instructions. Payment for the order should be made within 3 (in words: three) business days from placing the order. After this deadline, the Seller may assume that the Buyer has resigned from purchasing the Product and cancel the order.
3. Electronic payments, including card payments, are handled by PayPal.
4. The Seller may provide Buyers with the option of making E-payment, e.g. using a discount code, voucher or other e-coupon. In such a case, the Buyer will be able to pay the Price, in whole or in part, via E-payment, in accordance with the instructions available on the order form page. Providing the possibility of making E-payments is not the Seller's obligation.
5. If the Buyer asks for an invoice to be issued, it is delivered to the Buyer electronically, to the e-mail address provided in the order form.
6. All Prices given on the Website are gross prices.
7. The Seller is entitled to grant Buyers discounts, reductions or other preferences related to the Price at their own discretion, in particular as part of an organized promotional campaign. Details of promotional campaigns are specified in separate promotional campaign regulations. The buyer is not entitled to request discounts, reductions or other preferences that do not result from the promotional campaign.
8. In each case of informing about a reduction in Product Prices, the Seller, next to the information about the reduced Price, also includes information about the lowest Product Price that was valid in the period of 30 days before the introduction of the reduction. If a given Product is offered for sale for a period of less than 30 days, in addition to information about the reduced Price, the Seller also includes information about the lowest Product Price, which was valid in the period from the date of commencement of offering this Product for sale until the date of introduction of the discount.

§ 8. Fulfillment of an order for Goods

1. Completing the order involves completing the ordered Goods, packing them for delivery to the Buyer and sending the shipment to the Buyer in accordance with the form of order delivery chosen by the Buyer, or informing the Buyer about the possibility of collecting the order in person.

2. The order is considered completed when the shipment is sent to the Buyer (the shipment is entrusted to the carrier engaged in transportation). In the case of delivery via a carrier, the Seller will inform the Buyer about the preparation of the Goods for shipment and handing over the shipment to the carrier. The exact date of delivery of the Goods is determined by the carrier, unless the carrier allows the Buyer to specify the exact date and time of delivery. If the carrier provides such functionality, the Seller will provide the Buyer with data needed to monitor the transport of the Goods, in particular a link to the carrier's website or the carrier's application.
3. The Buyer is obliged to examine the shipment at the time and in the manner accepted for shipments of this type. If the Buyer finds that the Goods were lost or damaged during transport, he is obliged to take all actions necessary to establish the carrier's liability, e.g. by writing a damage report (Article 545 § 2 of the Civil Code).
4. The order processing time is indicated for each Good. The ordered Goods should be delivered to the Consumer or PNPk within 30 days, unless a longer period is clearly indicated by the Seller in the description of the Goods. In such a situation, when placing an order, the Buyer agrees to a longer order processing time resulting from the description of the Goods.
5. If the Buyer orders Goods with different delivery times, the binding deadline for the Seller for the entire order is the longest of all the Goods included in the order, and the Seller may propose dividing the order into several independent shipments in order to speed up the delivery time for some of the Goods.

§ 8. Fulfillment of the order regarding Digital Content

1. Fulfillment of an order for Digital Content consists in providing the Buyer with the ordered Digital Content.
2. The Seller makes the Digital Content available to the Buyer no earlier than after positive payment authorization or after the payment has been credited to its bank account. The Digital Content may be transferred to the Buyer immediately after concluding the Agreement and paying for the order or within the deadlines specified by the Seller, depending on the type of Digital Content purchased by the Buyer.
3. The Buyer, depending on the Seller's choice and the technical capabilities of the Website, may gain access to the Digital Content through:
 - a) link sent to the Buyer to the e-mail address provided by the Buyer or
 - b) user account to which the purchased Digital Content will be assigned or
 - c) a dedicated page of the Website where the purchased Digital Content is located.
4. Information on whether the Digital Content can be downloaded by the Buyer to its own medium can be found in the description of the Digital Content or the instructions provided to the Buyer.
5. If a given Digital Content can be downloaded by the User, the Seller may introduce a download limit for a given Digital Content (e.g. a given Digital Content can only be downloaded 10 times). If a download limit is introduced, the Seller clearly indicates to the Buyer how many times the Buyer may download a given Digital Content under the concluded Agreement.
6. The Seller may introduce time limits on access to a given Digital Content (e.g. access to a given Digital Content will only be possible for 3 months). If time limits are introduced, the Seller clearly indicates to the Buyer how long the Buyer will have access to the given Digital Content under the concluded Agreement. If access to the Digital Content is defined by the Seller as lifetime access,

and the Buyer obtains this access through a user account, if it is necessary to close the user account (e.g. due to technological changes, termination of business by the Seller), the Buyer is provided with the opportunity to download the Digital Content to your own medium within the period specified by the Seller, not shorter than 14 days, counted from sending information to the Buyer's e-mail address assigned to the user account about the planned liquidation of the user account and the possibility of downloading the Digital Content to your own medium.

7. Digital Content is deemed to have been delivered when the Digital Content or the means by which the Digital Content is accessed or downloaded is made available to the Buyer or to a physical or virtual device that the Buyer has independently selected for this purpose, or when the Buyer or such device gained access to Digital Content.
8. The Seller provides the Digital Content in the version applicable on the date of delivery of the Digital Content and does not provide Updates after the date of delivery of the Digital Content – unless it is clearly indicated in the description of the Digital Content that the Digital Content also includes Updates of the Digital Content at a later date.
9. Subject to the provisions on fair use, the Buyer may use the Digital Content only for its own purposes. Under no circumstances does the Buyer have the right to make available or sell the Digital Content or any developments thereof under its own marking, to incorporate the Digital Content or fragments thereof into its own products or services that it makes available or sells, or to do other similar profit-making activities using the Digital Content.
10. If the Buyer wants to use the Digital Content in its business or professional activity, it is obliged to ask the Seller for a license for the given Digital Content by sending a message to the Seller's e-mail address. In order to conclude such an agreement, the Buyer should approach the Seller with a proposal to conclude a license agreement, informing the Seller in particular about the purposes for which he intends to use the Digital Content and the expected duration of use. Upon receipt of such a proposal, the Seller will present an offer in accordance with its own licensing policy.
11. If the Buyer accesses the purchased Digital Content through a user account, it is prohibited:
 - a) sharing the user account with other people or providing access data to the user account with other people,
 - b) attempting to gain unauthorized access to Digital Content that has not been assigned to the user's account as a result of its purchase,
 - c) taking actions that have a negative impact on the functioning of the IT system within which the user account operates, in particular through various types of hacking techniques, malware, etc.
 - d) attempting to download Digital Content to your own medium when the Seller does not provide such an option,
 - e) using the user account to conduct marketing activities,
 - f) using the functions available within the user account in a way that violates the personal rights of other people or is contrary to decency.
12. The Seller is entitled to make changes to the Digital Content during the term of the Agreement, with the exception of Digital Content that is delivered on a one-off basis. Changes to Digital Content that have been purchased by the Consumer or PNPk may be made in compliance with the following requirements:

- a) changes to the Digital Content may be made only for justified reasons, in particular such as removing defects, adapting the Digital Content to the needs of Buyers, adapting the Digital Content to legal changes or decisions of courts and authorities;
- b) changes to the Digital Content cannot result in costs for the Consumer or PNPk;
- c) The Seller will inform the Consumer or PNPk in a clear and understandable manner about the change being made;
- d) if a change in the Digital Content significantly and negatively affects the Buyer's access to or use of the Digital Content, the Seller is obliged to inform the Consumer or PNPk in advance, not less than 7 days, on a durable medium, about the properties and date of introducing the change, as well as the rights related to these changes;
- e) if a change in the Digital Content significantly and negatively affects the Buyer's access to or use of the Digital Content, the Consumer or PNPk may terminate the Agreement without notice within 30 days from the date of making the change in the Digital Content or being informed about changes in the Digital Content, if the notification took place later than this change. This right is not granted to the Buyer if the Seller provides the Consumer or PNPk, without additional costs, with the right to keep the Digital Content in accordance with the Agreement unchanged.

13. If the Buyer violates the rules regarding the use of Digital Content, the Seller may block the Buyer's access to the Digital Content. The buyer will receive a message explaining the reasons for the block. The buyer may appeal against the block within 14 days of receiving the message. The Seller will consider appeals within 14 days. Blocking access to the Digital Content does not constitute a breach of the Agreement by the Seller and cannot constitute the basis for claims by the Buyer for breach of the Agreement.

14. The Digital Content may, but does not have to, be accompanied by additional benefits, e.g. access to a support group related to the purchased Digital Content, an online meeting with the Seller or other people, participation in additional webinars, etc. All such benefits are secondary to the Seller's main obligation, which is to provide Digital Content in accordance with the Agreement, and are implemented in accordance with the information available on the Website included in the description of the purchased Digital Content. The seller may provide additional rules for the use of additional benefits aimed at ensuring comfort and a sense of security among all people who have access to specific benefits, e.g. rules for participation in a support group. Failure to comply with such rules may result in the Buyer being deprived of the opportunity to use additional services, which, however, does not affect the Seller's fulfillment of its main obligation to provide Digital Content, does not constitute a breach of the Agreement by the Seller and cannot constitute the basis for the Buyer's claims for breach of the Agreement.

§ 9. Fulfillment of an order for Basic Services

1. The implementation of Basic Services involves the Seller providing specific services constituting the subject of the Basic Service, in accordance with the description available on the Website.
2. If the implementation of the Basic Service requires the active participation of the Seller, the Parties are obliged to agree on the details related to the implementation of these Services, in particular the method of implementation of the Basic Service, time and place of implementation of the Basic Service, etc. The condition for the commencement of the provision of Basic Services is to reach an agreement between the Parties in this regard. scope.
3. If the commencement of the Basic Services requires obtaining specific data, information or other materials from the Buyer, the Buyer is obliged to provide them to the Seller no later than 7 (in words: seven) days before the date of performance of the Basic Service, in a manner agreed with the Seller. If the Buyer violates this obligation, despite a request from the Seller, the Seller is

entitled to refuse to provide the Basic Service and such refusal does not constitute non-performance or improper performance of the Agreement by the Seller.

4. If the Seller is unable to provide the Basic Service on the date previously agreed with the Buyer, he is obliged to inform the Buyer about this and propose a new date for the Basic Service. The Buyer may, no later than 3 (in words: three) days, either accept the new date or withdraw from the concluded Agreement and obtain a refund of the Price for the undelivered Basic Service.
5. If the Buyer is unable to use the Basic Service on the date previously agreed with the Seller, he is obliged to inform the Seller about this. The Seller may propose a new date for the Basic Service (if possible) or refuse to provide the Basic Service on a different date (due to the impossibility of providing the Basic Service on another date).
6. If the person using the Basic Service is to be a person other than the Buyer (e.g. an employee or co-worker of the Buyer), the Buyer is obliged to send the data of this person to the Seller no later than 2 (in words: two) days before the date of provision of the Basic Service. A change of the authorized person is possible no later than 2 (say: two) days before the date of provision of the Basic Service.
7. Basic Services should be provided no later than 30 (thirty) days from the date of conclusion of the Agreement. If the Seller was ready to provide the Basic Services, and the Buyer did not use the Basic Services for reasons attributable to him (e.g. he did not show up on the agreed date), the Seller is not obliged to refund the paid Price, taking into account the relevant consumer regulations in relation to Consumers or PNPk.
8. The Seller is obliged to perform the Basic Service with due diligence.

§ 10. Withdrawal from the Consumer Agreement or PNPk without giving a reason

1. The Consumer or PNPk has the right to withdraw from the Agreement concluded via the Website without giving a reason within:
 - a) 14 days from the date of taking possession of the Goods by the Consumer or PNPk, or a third party indicated by the Consumer or PNPk, other than the carrier. If the Agreement covers many Goods that are delivered separately, in batches or in parts, the deadline for withdrawal from the Agreement is counted from taking possession of the last Goods, its batch or part;
 - b) 14 days from the date of conclusion of the Agreement – in the case of Agreements other than the contract for the sale of Goods.
2. The right to withdraw from the Agreement does not apply to the Agreement:
 - a) for the provision of Services for which the Buyer is obliged to pay the Price, if the Seller has fully performed the Service with the express and prior consent of the Buyer, who was informed before the commencement of the provision that after the Seller has completed the service, he will lose the right to withdraw from the Agreement, and has accepted this for the attention of;
 - b) in which the subject of the service is non-prefabricated Goods, manufactured according to the Consumer's or PNPk specifications or serving to meet his individual needs;
 - c) in which the subject of the service is Goods that deteriorate quickly or have a short shelf life;

- d) in which the subject of the service is Goods delivered in a sealed packaging, which cannot be returned after opening the packaging due to health protection or hygiene reasons, if the packaging was opened after delivery;
 - e) in which the subject of the service are Goods which, after delivery, due to their nature, are inseparably connected with other items;
 - f) in which the subject of the service are sound or visual recordings or computer programs delivered in a sealed package, if the package was opened after delivery,
 - g) for the delivery of Digital Content not delivered on a tangible medium, for which the Consumer or PNPk is obliged to pay the Price, if the Seller commenced the provision with the express and prior consent of the Buyer, who was informed before the commencement of the provision that after the Seller has completed the provision, he will lose the right to withdraw from Agreement, and acknowledged it, and the Seller provided the Buyer with the confirmation referred to in Art. 21 section 2 of the Consumer Rights Act.
3. To withdraw from the Agreement, the Consumer or PNPk must inform the Seller of their decision to withdraw from the Agreement by means of an unambiguous statement – for example, by means of a letter sent by post or e-mail.
 4. The consumer or PNPk may use the model withdrawal form available at <https://atelierania.fr/privacy-and-cookies-file-policy/withdrawal-form/> , but this is not obligatory.
 5. In order to meet the deadline for withdrawal from the Agreement, it is sufficient for the Consumer or PNPk to send information regarding the exercise of the Consumer's or PNPk's right to withdraw from the Agreement before the deadline for withdrawal from the Agreement expires.
 6. The Consumer or PNPk is obliged to return the Goods to the Seller or hand them over to a person authorized by the Seller to collect them immediately, but no later than 14 days from the date on which he withdrew from the Agreement, unless the Seller offered to collect the Goods himself. To meet the deadline, it is enough to return the Goods before its expiry.
 7. The consumer or PNPk bears the direct costs of returning the Goods.
 8. In the event of withdrawal from the Agreement, the Seller returns to the Consumer or PNPk all payments received from the Consumer or PNPk, including the costs of delivering the Goods (except for additional costs resulting from the delivery method chosen by the Consumer or PNPk other than the cheapest standard delivery method offered when placing the order), immediately , and in each case no later than 14 days from the date on which the Seller was informed about the decision to exercise the right to withdraw from the Agreement.
 9. The payment is refunded using the same payment methods that were used in the original transaction, unless the Consumer or PNPk has expressly agreed to a different solution. In any case, the Consumer or PNPk will not incur any fees in connection with this return.
 10. If the Seller has not offered to collect the Goods from the Consumer or PNPk himself, he may withhold the refund of payments received from the Consumer or PNPk until he receives the Goods back or until the Consumer or PNPk provides proof of sending it back, depending on which event occurs first. .
 11. The Consumer or PNPk is liable for any reduction in the value of the Goods resulting from using them in a manner that goes beyond what is necessary to establish the nature, characteristics and functioning of the Goods. The Seller has the right to offset its receivable against the Buyer in this respect in accordance with Art. 498 of the Civil Code et seq.

§ 11. Warranty for defects and liability for the compliance of the Goods with the Agreement

1. The warranty for defects in the Goods referred to in the provisions of the Civil Code is excluded in the case of Goods sales contracts concluded by Buyers other than the Consumer or PNPk.
2. The provisions on liability for the compliance of the Goods with the Agreement, which are contained in the Consumer Rights Act, shall apply to Agreements for the sale of Goods concluded by the Consumer or PNPk, taking into account the provisions of the Regulations. If the Electronic Services provided by the Seller are also Digital Services, the Seller is responsible for the compliance of the Digital Services with the Agreement under the terms provided for in Chapter 5b of the Act on Consumer Rights.
3. The Seller is responsible to the Consumer and PNPk for the compliance of the Goods with the Agreement. The compliance of the Goods with the Agreement is assessed in accordance with the provisions of the Consumer Rights Act.
4. The Seller is liable for the lack of conformity of the Goods with the Agreement existing at the time of its delivery and disclosed within two years from that moment, unless:
 - a) the shelf life of the Goods specified by the Seller, its legal predecessors or persons acting on their behalf is longer;
 - b) The Agreement concerns Outlet Goods, where the Buyer has expressly consented to the purchase of Outlet Goods.
5. In the case of TzEC, the Seller is liable for the lack of compliance of Digital Content or Digital Services delivered continuously with the Agreement, which occurred or became apparent at the time in which they were to be delivered in accordance with the Agreement, but not less than two years from the time of delivery of TzEC.

§ 12. Replacement or repair of Goods that are inconsistent with the Agreement

1. If the Goods are inconsistent with the Agreement, the Consumer or PNPk may request its repair or replacement.
2. The seller can:
 - a) make a replacement when the Consumer or PNPk requests repair, or
 - b) make repairs when the Consumer or PNPk requests a replacement,
 - if bringing the Goods into compliance with the Agreement in the manner chosen by the Consumer or PNPk is impossible or would require excessive costs for the Seller.
3. If repair and replacement are impossible or would require excessive costs for the Seller, he may refuse to replace or repair in order to bring the Goods into compliance with the Agreement.
4. The Consumer or PNPk makes the Goods subject to repair or replacement available to the Seller, and the Seller collects them at his own expense. The costs of repair or replacement, including in particular the costs of postage, transportation, labor and materials, are borne by the Seller.
5. The Seller shall repair or replace within a reasonable time, not longer than 21 days (or another mutually agreed period in the case of ceramic products), from the moment the Seller was informed by the Consumer or PNPk about the lack of compliance of the Goods with the Agreement, and without undue inconvenience to the Consumer. or PNPk, taking into account the specificity of the Goods and the purpose for which the Consumer or PNPk purchased it.

§ 13. Price reduction or withdrawal from the Agreement in the case of Goods that are inconsistent with the Agreement

1. If the Goods are inconsistent with the Agreement, the Consumer or PNPk may submit a declaration of price reduction or withdrawal from the Agreement when:
 - a) The Seller refused to repair or replace the Goods in accordance with § 11 section 3;
 - b) the Seller failed to bring the Goods into compliance with the Agreement;
 - c) the lack of compliance of the Goods with the Agreement continues, even though the Seller has tried to bring the Goods into compliance with the Agreement;
 - d) the lack of conformity of the Goods with the Agreement is so significant that it justifies reducing the Price or withdrawing from the Agreement without first using the measures referred to in § 11 section 1;
 - e) it clearly follows from the Seller's statement or circumstances that he will not bring the Goods into compliance with the Agreement within a reasonable time or without undue inconvenience to the Consumer or PNPk.
2. The reduced Price must be in such proportion to the Price resulting from the Agreement that the value of the Goods that do not comply with the Agreement remains in proportion to the value of the Goods that comply with the Agreement.
3. The Seller returns to the Consumer or PNPk the amounts due as a result of exercising the right to reduce the Price immediately, no later than within 14 days from the date of receipt of the Consumer's or PNPk's declaration of the Price reduction.
4. The Consumer or PNPk may not withdraw from the Agreement if the lack of compliance of the Goods with the Agreement is immaterial. It is presumed that the lack of conformity of the Goods with the Agreement is significant.
5. If the lack of compliance with the Agreement applies only to some Goods delivered under the Agreement, the Consumer or PNPk may withdraw from the Agreement only in relation to these Goods, as well as in relation to other Goods purchased by the Consumer or PNPk together with the Goods that are inconsistent with the Agreement, if it cannot be reasonably expected the Consumer or PNPk to agree to retain only Goods consistent with the Agreement.
6. In the event of withdrawal from the Agreement, the Consumer or PNPk shall immediately return the Goods to the Seller at the Seller's expense. The Seller returns the Price to the Consumer or PNPk immediately, no later than within 14 days from the date of receipt of the Goods or proof of its return.
7. The Seller returns the Price using the same method of payment as used by the Consumer or PNPk, unless the Consumer or PNPk has expressly agreed to a different method of return that does not involve any costs for him.

§ 14. Responsibility for compliance of the Digital Content with the Agreement

1. The warranty for defects in Digital Content, referred to in the provisions of the Civil Code, is excluded in the case of Agreements concluded by Buyers other than the Consumer or PNPk.
2. The provisions on liability for the compliance of Digital Content with the Agreement, which are contained in the Consumer Rights Act, shall apply to Agreements concluded by the Consumer or PNPk, taking into account the provisions of the Regulations.

3. The Seller is responsible to the Consumer and PNPk for the compliance of the Digital Content with the Agreement. The compliance of the Digital Content with the Agreement is assessed in accordance with the provisions of the Consumer Rights Act.
4. For Digital Content:
 - a) delivered once or in parts – the Seller is liable for the lack of compliance of the Digital Content with the Agreement, which existed at the time of their delivery and became apparent within two years from that moment;
 - b) delivered continuously – the Seller is liable for the lack of compliance of the Digital Content with the Agreement, which occurred or became apparent at the time when, in accordance with the Agreement, they were to be delivered.
5. Where the Seller provides the Digital Content on a continuous basis, the Digital Content shall be compliant for the duration of its delivery in accordance with the Agreement.

§ 15. Bringing the Digital Content into compliance with the Agreement

1. If the Digital Content is inconsistent with the Agreement, the Consumer or PNPk may demand that the Digital Content be brought into compliance with the Agreement.
2. If bringing the Digital Content into compliance with the Agreement is impossible or would require excessive costs for the Seller, the Seller may refuse to bring the Digital Content into compliance with the Agreement.
3. The Seller shall bring the Digital Content into compliance with the Agreement within a reasonable time, no longer than 21 days, from the moment the Seller was informed by the Consumer or PNPk about the lack of compliance of the Digital Content with the Agreement, and without undue inconvenience to the Consumer or PNPk, taking into account their nature and the purpose for which they are used.
4. The costs of bringing the Digital Content into compliance with the Agreement are borne by the Seller.

§ 16. Price reduction or withdrawal from the Agreement in the event of non-compliance of the Digital Content with the Agreement

1. If the Digital Content is inconsistent with the Agreement, the Consumer or PNPk may submit a declaration of Price reduction or withdrawal from the Agreement when:
 - a) The Seller refused to bring the Digital Content into compliance with the Agreement in accordance with § 10 section 2;
 - b) the Seller failed to bring the Digital Content into compliance with the Agreement;
 - c) the lack of compliance of the Digital Content with the Agreement continues, even though the Seller has tried to bring the Digital Content into compliance with the Agreement;
 - d) the lack of compliance of the Digital Content with the Agreement is so significant that it justifies reducing the Price or withdrawing from the Agreement without first using the measures referred to in § 10 section 1;
 - e) it is clear from the Seller's statement or circumstances that he will not bring the Digital Content into compliance with the Agreement within a reasonable time or without undue inconvenience to the Consumer or PNPk.
2. The Reduced Price must be in such proportion to the Price resulting from the Agreement that the value of the Digital Content inconsistent with the Agreement remains in proportion to the value of

Digital Content consistent with the Agreement. If the Digital Content is delivered in parts or continuously, the price reduction must take into account the time during which the Digital Content remained inconsistent with the Agreement.

3. The Seller is obliged to return the Price due to the Consumer or PNPK immediately, no later than within 14 days from the date of receipt of the Consumer's or PNPK's declaration of the Price reduction.
4. The Consumer or PNPK may not withdraw from the Agreement if the Digital Content is delivered in exchange for payment of the Price and the lack of compliance of the Digital Content with the Agreement is immaterial. The lack of compliance of the Digital Content with the Agreement is presumed to be material.

§ 17. Settlement with the Consumer or PNPK in the event of withdrawal from the Agreement

1. In a situation where the Buyer who is a Consumer or PNPK withdraws from the Agreement:
 - a) under the rights arising from the consumer warranty for non-compliance of the Digital Content with the Agreement;
 - b) if the Seller fails to deliver the Digital Content, despite a request from the Buyer,
 - the provisions of this paragraph apply to settlements between the Parties.
2. If the Seller provided the Digital Content on a tangible medium, the Seller may request the return of this medium no later than within 14 days from the date of receipt of the declaration of withdrawal, and the Consumer or PNPK is obliged to return the medium immediately, no later than within 21 days, at the Seller's expense.
3. The Seller is obliged to return the Price only in part corresponding to the Digital Content that is inconsistent with the Agreement or the Digital Content in respect of which the obligation to provide them was discontinued as a result of withdrawal from the Agreement. At the same time, the Seller is not entitled to demand payment for the time during which the Digital Content was inconsistent with the Agreement, even if the Consumer or PNPK actually used them before withdrawing from the Agreement.
4. The Seller is obliged to refund the Consumer or PNPK the Price due to him immediately, no later than within 14 days from the date of receipt of the Consumer's or PNPK's declaration of withdrawal from the Agreement.
5. The Seller refunds the price due using the same method of payment as used by the Consumer or PNPK, unless the Consumer or PNPK has expressly agreed to a different method of return that does not involve any costs for him.

§ 18. Return of User Content

1. After withdrawing from the Agreement, the Seller may not use User Content, except for User Content that:
 - a) is only useful in connection with the Digital Content;
 - b) concern only the activity of the Consumer or PNPK when using the Digital Content;
 - c) have been combined by the Seller with other data and cannot be disconnected without undue difficulties;
 - d) were produced jointly with other Consumers or PNPK who can still use them.

2. At the request of the Consumer or PNPk, the Seller will make available to such Buyer, at its expense, within a reasonable time and in a commonly used machine-readable format, User Content that was generated or provided in the course of using the Digital Content. This obligation does not apply to the return of User Content referred to in section 1 point a) – c).

§ 19. Personal data and cookies

1. The administrator of the Buyer's personal data is the Seller.
2. The website uses cookie technology.
3. Details related to personal data and cookies are described in the privacy policy available at <https://atelierania.fr/privacy-and-cookies-file-policy/>

§ 20. Intellectual property rights

1. The Seller instructs the Buyer that all content available on the Website, Digital Content and elements of Digital Content (e.g. graphic designs) may constitute works within the meaning of the Act of February 4, 1994 on copyright and related rights, the copyrights to which are held by the Seller or other authorized entities, as well as databases protected under the provisions on the protection of databases.
2. The Seller instructs the Buyer that the exploitation of copyrighted content or the use of databases by the Buyer without the consent of the Seller or another authorized entity, except for use within the scope of fair use, constitutes a violation of intellectual property rights and may result in civil or criminal liability.
3. The Seller may conclude a separate license agreement with the Buyer related to the Buyer's use of content or databases belonging to the Seller (e.g. by using product photographs, using descriptions of Digital Content, etc.). In order to conclude such an agreement, the Buyer should approach the Seller with a proposal to conclude a license agreement, informing the Seller in particular about the purposes for which he intends to use the content or databases belonging to the Seller, and about the expected duration of use. Upon receipt of such a proposal, the Seller will present an offer in accordance with its own licensing policy.

§ 21. Opinions

1. The Seller may provide Buyers with the opportunity to post opinions about the Website, the Seller or the Goods – within the Website or external websites belonging to third parties. In such a case, the provisions of this paragraph shall apply to posting opinions.
2. Posting an opinion is possible after using the Website, in particular after concluding the Agreement, and posting an opinion is possible at any time.
3. The buyer should formulate opinions in a reliable, honest and substantive manner, linguistically correct as far as possible and without using profanity and other words commonly considered offensive.
4. It is forbidden to post opinions:
 - a) without first using the Website;
 - b) about Digital Content that the Buyer has not used or purchased,

- c) fulfilling the features of an act of unfair competition within the meaning of Art. 3 of the Act of 16 April 1993 on combating unfair competition;
 - d) violating the personal rights of the Seller or a third party;
 - e) by paid users, in particular to artificially increase the rating of the Digital Content.
5. The Seller may at any time verify whether the posted opinions comply with the Regulations, and in particular whether they come from Buyers who actually used the Digital Content or purchased the Digital Content. In addition, if the Buyer has any doubts regarding the posted opinions, the Buyer may submit the opinion to the Seller for verification. After receiving the notification from the Buyer, the Seller will take actions appropriate to its capabilities to verify the posted opinion.
 6. If an opinion is posted that does not meet the requirements set out in the Regulations, the Seller may refuse to publish the opinion or delete it.

§ 22. Out-of-court methods of dealing with complaints and pursuing claims

1. The consumer has the opportunity to use out-of-court methods of dealing with complaints and pursuing claims. The consumer has, among other things, the opportunity to:
 - a) submitting a request to a permanent consumer arbitration court to resolve a dispute arising from the concluded Agreement,
 - b) submitting a request to the provincial inspector of the Trade Inspection to initiate mediation proceedings regarding the amicable settlement of the dispute between the Buyer and the Seller,
 - c) using the assistance of a district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection.
2. More detailed information on extrajudicial methods of dealing with complaints and pursuing claims can be found on the website <http://polubowne.uokik.gov.pl>.
3. The consumer can also use the ODR platform, which is available at <http://ec.europa.eu/consumers/odr>. The platform is used to resolve disputes between consumers and entrepreneurs seeking out-of-court resolution of a dispute regarding contractual obligations arising from an online sales contract or contract for the provision of services.

§ 23. Complaints and calls

1. Each Buyer has the right to submit a complaint in matters related to the operation of the Website or the performance of the Agreement. In order to facilitate the Consumer or PNPK in exercising the rights related to the Seller's liability for the compliance of the Goods or Digital Content with the Agreement and liability for improper performance of the Basic Service, the Seller has prepared a template complaint form that the Consumer or PNPK can use. The pattern is available at <https://atelierania.fr/privacy-and-cookies-file-policy/complaint-form/>
2. Complaints should be submitted to the Seller at contact@atelierania.fr
3. Buyers' complaints will be considered on an ongoing basis, but no later than within 14 days from the date of receipt of the complaint by the Seller.
4. A response to the complaint will be sent to the Buyer at the contact provided by the Buyer when submitting the complaint.
5. If the Seller has not provided the Digital Content in accordance with the Agreement, the Buyer may submit a complaint requesting the Seller to provide the Digital Content. If, despite this request, the

Seller does not deliver the Digital Content immediately or within an additional period agreed between the Parties, the Buyer may withdraw from the Agreement. The Buyer may withdraw from the Agreement without requesting the Seller to deliver the Digital Content when:

- a) the Seller's statement or circumstances clearly indicate that the Seller will not provide the Digital Content;
- b) The Parties have agreed, or the circumstances of concluding the Agreement clearly indicate, that a specific deadline for the delivery of the Digital Content was of significant importance to the Buyer, and the Seller did not deliver it within that deadline.

§ 24. Final provisions

1. The Seller reserves the right to introduce and revoke offers, promotions and to change Prices on the Website without prejudice to the rights acquired by the Buyer, in particular the terms of the Agreements concluded before the change was made.
2. The Seller reserves the right to make changes to the Regulations for important reasons, such as changes in legal regulations, technological changes, business changes.
3. The Regulations in force at the time of conclusion of the Agreement apply to Agreements for the sale of Goods.
4. The Regulations in force at the time of conclusion of the Agreement apply to Agreements for the provision of Basic Services.
5. The Regulations in force at the time of conclusion of the Agreement shall apply to Agreements regarding Digital Content delivered on a one-time basis.
6. In the case of Agreements regarding Digital Content that are delivered via a user account (e.g. an online course with annual access), the Buyer will receive information about changes to the Regulations to the e-mail address assigned to the user account. The Buyer may terminate the Agreement within 30 days of being informed about the change if the change to the Regulations significantly and negatively affects the Buyer's access to or use of the Digital Content.
7. In the case of Agreements regarding Electronic Services, the Buyer will receive information about changes to the Regulations to the e-mail address associated with a given Electronic Service. If the Buyer does not accept the changes to the Regulations, he or she may terminate the Agreement with immediate effect, e.g. by deleting the account on the Website or unsubscribing from the newsletter.
8. All disputes related to Agreements concluded via the Website will be considered by a french common court competent for the place of permanent business activity of the Seller. This provision does not apply to Consumers and PNPk, in the case of which the jurisdiction of the court is determined on general principles.
9. These Regulations are valid from March 1, 2023.
10. All archived versions of the Regulations are available for download in .pdf format – links can be found below the Regulations.