

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: Atelier Ania Anna Mađra EI, 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. Price – the value expressed in monetary units that the Buyer is obliged to pay to the Seller for the Product;
2. GPSR – Regulation (EU) 2023/988 of the European Parliament and of the Council of 10 May 2023 on general product safety, amending Regulation (EU) No 1025/2012 of the European Parliament and of the Council and Directive (EU) 2020/1828 and repealing Directive 2001/95/EC of the European Parliament and of the Council and Council Directive 87/357/EEC;
3. Discount Code – a unique code (string of characters) that can be used by the Buyer to reduce the Price;
4. Consumer – a natural person who concludes a Contract with the Seller that is not directly related to their business or professional activity;
5. User Account – a set of resources and permissions within the Website's ICT system assigned to a specific Buyer;
6. Buyer – a natural person, legal person or organisational unit with legal capacity, in particular a Consumer or PNPk;
7. Newsletter – e-mails containing information about news, promotions or Products related to the Website;
8. Product – Goods, Digital Content, Main Service or Voucher;

9. Entrepreneur with consumer rights (PNPK) – a natural person who concludes a Contract with the Seller directly related to their business activity, when the content of the Contract indicates that it is not of a professional nature for that person, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity;
10. Pre-sale – the process of collecting orders by the Seller for Products that will be available for sale from a specific date and concluding Contracts before the planned date of putting the Products on sale;
11. Terms and Conditions – the terms and conditions of the Atelier Ania website, available at <https://atelierania.fr/purchasing-regulations/>;
12. Website – the website operating at atelierania.pl and its extensions;
13. Seller – Anna Mądra, conducting business activity under the name Atelier Ania Anna Mądra EI, 3 Place Robert Buron, Villaines la Juhel, 53700 France, SIREN 949153761.
14. Goods – all movable items offered by the Seller in the Store, including TzEC;
15. Goods with Digital Elements (TzEC) – Goods offered by the Seller, containing Digital Content or a Digital Service, without which the Goods cannot function properly. Digital Content or Digital Services may be provided by the Seller or a third party;
16. Outlet Goods – Goods in relation to which the Buyer has been expressly informed that a specific feature of the Goods deviates from the typical requirements of compliance with the Contract, e.g. in terms of completeness, quality, functionality, etc.;
17. Digital Content – data produced and delivered in digital form;
18. User Content – any information provided by the Buyer for storage at the Buyer's request in the Website's ICT system, or for publication on the Website, e.g. additional, voluntary information provided in the User Account, comments or opinions about the Product, questions or notes under Digital Content, a post in a thematic group or support group related to Digital Content;
19. Agreement – an agreement concluded between the Seller and the Buyer, the subject of which is the sale of Goods, delivery of Digital Content or provision of Main Services to the Buyer;
20. Electronic Services – all services provided electronically by the Seller to the Buyer via the Website;
21. Main Services – all services provided by the Seller as part of its core business related to ;
22. Voucher – a unique code (string of characters) that can be used by the Buyer to pay the Price or part of the Price;

§ 2. Preliminary provisions

1. The Seller provides Electronic Services and sells Products via the Website. The Buyer may purchase the Products indicated on the Website or specified in the Pre-Order.
2. The website is not intended to conclude Agreements between Buyers.
3. The Regulations define the terms and conditions of using the Website, as well as the rights and obligations of the Seller and Buyers.

4. The Seller has designated an electronic contact point related to the Website intended for direct communication with the authorities of the Member States, the Commission, the Digital Services Council: contact@atelierania.fr. The same point of contact can be used by the Buyer for direct and quick communication with the Seller. Communication can be conducted in Polish or English

§ 3. Electronic Services relating to the Website

1. The Seller provides the Buyer with Electronic Services related to the use of the Website, consisting of providing the Buyer with the opportunity to:

1. viewing publicly available content of the Website;
2. registering a User Account and using the User Account;
3. placing an order and concluding the Agreement;
4. use the purchased Digital Content, which is delivered using the functionality of the User Account;
5. subscription to the Newsletter,

2. 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 Main Services, which are concluded via the Website, are subject to payment.

3. To use the Electronic Services, it is not necessary for the Buyer's computer equipment or software to meet any specific technical conditions. Sufficient are:

1. Internet access,
2. standard, current operating system,
3. standard, up-to-date web browser with cookies enabled,
4. having an active e-mail address.

4. When using the Electronic Services, it is prohibited to provide illegal content, in particular by sending such content via the forms available on the Website.

5. 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.

6. 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.

7. 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.

8. As part of the development of the Website, the Seller may in particular:

1. add new functions and change or remove existing functions within the Website;
2. introduce the Website to other types of devices, e.g. mobile devices;

3. make available the application related to the Website.

§ 4. Content of the Website

1. The publicly available content of the Website includes content such as texts, photos, graphics, audio and video recordings.
2. Browsing the publicly available content of the Website is possible anonymously, i.e. without providing personal data.
3. The content of the Website is protected by copyright.
4. Details regarding intellectual property are described in § 29 of the Regulations.

§ 5. User Account

1. Registration of a User Account requires completing and sending the registration form available on the Website or expressing the will to register a User Account by checking the appropriate checkbox in the order form.
2. Registration of a User Account requires providing personal data necessary for this purpose.
3. In the case of ordering Digital Content, the delivery of which takes place using the functionality of the User Account, the User Account is registered automatically as a result of placing the order as necessary to perform the Agreement and deliver the Digital Content.
4. The User Account is assigned to the e-mail address provided by the Buyer.
5. The User Account stores information about the Buyer, including the history of orders placed by him on the Website.
6. The User Account is assigned to the Digital Content purchased by the Buyer, which is delivered using the functionality of the User Account.
7. The Buyer logs in to the User Account using the e-mail address assigned to the User Account (login) and the password he has defined. The Buyer is obliged to secure access to the User Account against access by unauthorized persons, and is also obliged not to share the login and password with any third parties.
8. The Buyer may delete the User Account at any time. If the Buyer cannot find the appropriate option for this purpose after logging in to the User Account, he or she should contact the Seller via e-mail. Deleting the User Account leads to the loss of access to the Digital Content assigned to the User Account.

§ 6. Placing an order and concluding the Agreement

1. The buyer can place an order as a registered customer or as a guest.
2. A registered customer is a Buyer who has a User Account on the Website.
3. If the Buyer has a User 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 relevant provisions of civil law, but an invitation to conclude an Agreement.
5. Placing an order is done by adding the Products that the Buyer is interested in 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. 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.

7. 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 permission in accordance with section 6.

8. The ordering process is completed by clicking the button finalizing the order. By clicking the button finalizing the order, the Buyer submits an offer to purchase selected Products from the Seller, on the terms specified in the order form.

9. After receiving the order, the Seller, no later than 7 days from the date of receipt of the order, may:

1. 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,
2. 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.

10. Depending on the type of selected Products, a specific type of Agreement is concluded between the Seller and the Buyer:

1. in the case of Goods, a sales contract is concluded;
2. in the case of Digital Content, an agreement for the supply of digital content is concluded;
3. in the case of Main Services, a contract for the provision of services is concluded.

11. If the subject of the order are Products of various types, after the Seller accepts the offer, several contracts are concluded, referred to in section 10, corresponding to the subject of the order.

12. For the avoidance of doubt, the Seller indicates that:

1. Agreements relating to the sale of Goods are contracts 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;
2. 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;
3. Contracts 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;

4. 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.

§ 7. Pre-sale

1. The Seller may organize Pre-Sales for certain types of Products.
2. Products covered by Pre-Order are clearly marked on the Website as Products available in Pre-Order. 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 § 6 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. If 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 returns to such Buyer any payments made as part of the Pre-Sale.

§ 8. 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 the 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 days of 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 payment card payments, are handled by
 1. Przelewy 24 system, implemented by PayPro S.A. based in Poznań (ul. Pastelowa 8, 60-198)
 2. PayPal system implemented by PayPal (Europe) S.à r.l. et Cie, S.C.A. (registered with R.C.S. Luxembourg under number B 118 349), with its registered office in Luxembourg, L-2449. .
4. 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.
5. All Prices given on the Website are gross prices. The seller is exempt from VAT pursuant to Art. 293 B of the Tax Code (FR)

6. 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.

7. A Buyer who has a Discount Code may use it when placing an order by entering the Discount Code in the space provided, in accordance with the instructions available on the order form page. The use of Discount Codes may be limited only to specific Products or a group of Products, in accordance with the information provided when a given Discount Code is made available. The possibility of using a specific Discount Code may be limited in time, in accordance with the information provided when a given Discount Code is made available. Discount Codes may be made available in various circumstances, e.g. in exchange for subscribing to the Newsletter, as a prize in competitions organized by the Seller, as a gift for the Buyer, etc.

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 the Product was offered for sale until the date of introduction of the discount.

§ 9. Vouchers

1. The voucher may be printed or digital.

2. The printed voucher is delivered to the Buyer in the same way as the Goods.

3. The digital voucher is sent to the e-mail address provided by the Buyer in the order form.

4. The Seller does not issue duplicates of damaged or lost Vouchers delivered to the Buyer in printed form. However, by presenting proof of purchase, the Buyer may request that the Voucher be sent in digital form.

5. The Voucher has a specific gross nominal value indicated in the Voucher's description on the Website.

6. The voucher can be used as a form of payment for the order placed by the Buyer by entering the code in the space provided, in accordance with the instructions available on the order form page, but it cannot be exchanged for cash, either in whole or in part.

7. If the amount to be paid for the order is lower than the value of the Voucher, the Seller does not refund the difference to the Buyer. If the amount to be paid for the order is higher than the value of the Voucher, the Buyer pays the difference.

8. The use of the Voucher may be limited to specific Products or groups of Products. Restrictions related to the Voucher are always indicated in the Voucher's description on the Website.

9. The voucher can only be used once.

10. The Voucher may have an expiry date, after which the Voucher cannot be used. If the Voucher has an expiry date, it is indicated in the Voucher's description on the Website. The Consumer or PNPk may ask the Seller for a monetary refund of the value of the unused Voucher after its expiry date.

11. In the event of withdrawal from the Agreement under which payment was made using a Voucher, the Seller is entitled to refund the payment by delivering a Voucher to the Buyer with a value corresponding to the refunded amount. The buyer is not entitled to demand a refund of the payment in cash.

12. The Seller is responsible for the compliance of the Voucher with the Agreement. In the case of a Voucher in printed form, the provisions of the Regulations regarding liability for the compliance of the Goods with the Agreement shall apply accordingly to the Seller's liability rules. In the case of a Voucher in digital form, the provisions of the Regulations regarding liability for compliance of the Digital Content with the Agreement shall apply accordingly to the principle of Seller's liability.

§ 10. Fulfillment of an order for Goods

1. Completion of 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 selected by the Buyer.

2. The cost of delivery of the Goods is borne by the Buyer, unless something else results from the information presented to the Buyer on the Website.

3. The order is considered completed when the shipment is sent to the Buyer (the shipment is entrusted to the carrier engaged in transport). In the case of delivery via a carrier, the Seller informs the Buyer about preparing 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 provides the Buyer with the data needed to monitor the transport of the Goods, in particular a link to the carrier's website or the carrier's application.

4. 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).

5. 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, by placing an order, the Buyer agrees to a longer order processing time resulting from the description of the Goods.

6. 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.

§ 11. Fulfillment of the order regarding Digital Content

1. Completion of an order regarding Digital Content involves delivering the ordered Digital Content to the Buyer.

2. The Seller delivers the Digital Content 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. To use the Digital Content, depending on their type, you need standard, publicly available software that allows you to view or play specific types of files such as DOC, PDF, MP4, MP3, MOV, AVI, etc. If the use of the Digital Content requires meeting additional technical requirements, such information is presented on the Website in a way that is visible to the Buyer and allows you to make a decision regarding the purchase of the Digital Content.
4. The Buyer, depending on the Seller's choice and the technical capabilities of the Website, may gain access to the Digital Content through:
 1. link sent to the Buyer to the e-mail address provided by the Buyer or
 2. User Account to which the purchased Digital Content will be assigned or
 3. a dedicated page of the Website where the purchased Digital Content is located.
5. Information 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.
6. If a given Digital Content can be downloaded by the Buyer, 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.
7. 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 via the User Account, in the event of the need to liquidate the User Account (e.g. due to technological changes, termination of the Seller's business), the Buyer is provided with the opportunity to download the Digital Content to its own medium within a period specified by the Seller, not shorter than 14 days, counted from the date of sending information about the planned liquidation of the User Account and the possibility of downloading the Digital Content to your own medium.
8. Digital Content is deemed to have been delivered when the Digital Content or a means of accessing or downloading the Digital Content has been 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 has gained access to the Digital Content.
9. The Seller provides the Digital Content in the version valid on the date of delivery of the Digital Content and does not provide updates after the date of delivery of the Digital Content - unless the description of the Digital Content clearly states that the Digital Content also includes updates of the Digital Content at a later date.
10. 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 perform other similar profit-making activities using the Digital Content.
11. If the Buyer wants to use the Digital Content in his business or professional activity, he 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.

12. If the Buyer gains access to the purchased Digital Content through the User Account, it is prohibited to:

1. sharing the User Account with other people or providing access data to the User Account with other people;
2. attempting to gain unauthorized access to the Content

§ 12. Execution of the order regarding Main Services

1. The implementation of the Main Services involves the Seller providing specific services constituting the subject of the Main Service, in accordance with the description available on the Website.

2. If the implementation of the Main 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 Main Service, time and place of implementation of the Main Service, etc. The condition for commencing the provision of the Main Service is to reach an agreement between the Parties in this respect.

3. If the commencement of the Main Service requires obtaining specific data, information or other materials from the Buyer, the Buyer is obliged to provide them to the Seller no later than 3 days before the date of performance of the Main 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 perform the Main 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 Main 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 Main Service. The Buyer may, within 3 days at the latest, either accept the new date or withdraw from the concluded Agreement and obtain a refund of the Price for the unrealized Main Service.

5. If the Buyer is unable to use the Main 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 Main Service (if possible) or refuse to provide the Main Service on a different date (due to the impossibility of providing the Main Service on another date).

6. If the person using the Main Service is to be a person other than the Buyer (e.g. an employee or associate of the Buyer), the Buyer is obliged to send this person's data to the Seller no later than 3 days before the date of provision of the Main Service. A change of the authorized person is possible no later than 2 days before the date of provision of the Main Service.

7. Main Services should be completed no later than 30 days from the date of conclusion of the Agreement. If the Seller was ready to provide the Main Services, and the Buyer did not use the Main 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 applicable consumer regulations in relation to Consumers or PNPk.

8. The Seller is obliged to perform the Main Service with due care.

§ 13. Subscription to the Newsletter in order to receive Digital Content

1. With respect to some Digital Content, the Seller may provide the possibility of receiving them without having to pay the Price, but in exchange for subscribing to the Newsletter.

2. Subscription to the Newsletter requires completing and sending the form available on the Website.

3. Subscription to the Newsletter requires providing personal data necessary for this purpose.

4. If the Buyer subscribes to the Newsletter to receive Digital Content, the subscription to the Newsletter also leads to the conclusion of an Agreement for the supply of Digital Content.

However, the Buyer does not pay the Price for the delivery of Digital Content. In this case, the form of payment for the delivery of Digital Content is subscribing to the Newsletter.

5. After concluding the Agreement for the supply of Digital Content in the manner described above, the Buyer receives a message to the provided e-mail address with instructions for downloading or gaining access to the Digital Content paid for by subscribing to the Newsletter.

6. The Buyer may unsubscribe from receiving the Newsletter at any time. This does not affect the concluded Agreement for the supply of Digital Content.

7. If the Buyer is interested in Digital Content that is marked on the Website as available in exchange for subscribing to the Newsletter, but does not want to subscribe to the Newsletter, he or she may purchase this Digital Content by contacting the Seller individually.

§ 14. 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:

1. 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;

2. 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:

1. for the provision of Main Services for which the Buyer is obliged to pay the Price, if the Seller has fully performed the Main 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 acknowledged this;

2. 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;

3. in which the subject of the service is Goods that deteriorate quickly or have a short shelf life;

4. in which the subject of the service is Goods delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the package was opened after delivery;
5. in which the subject of the service are Goods which, after delivery, due to their nature, are inseparably connected with other things;
6. 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,
7. for the supply 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 performance of the provision by the Seller, he would lose the right to withdraw from the Agreement, and took note of this, 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 about his decision to withdraw from the Agreement by means of an unambiguous statement - for example, by a letter sent by post or e-mail.

4. The consumer or PNPk may use the sample 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 any 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 refund is made 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 way 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.

12. In the event of withdrawal from the Agreement for the supply of Digital Content, the Seller may prevent the Consumer or PNPk from further using the Digital Content, in particular by preventing the Consumer or PNPk from accessing the Digital Content.

§ 15. 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 Act on Consumer Rights, shall apply to Agreements for the sale of Goods 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 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:

1. the shelf life of the Goods, specified by the Seller, its legal predecessors or persons acting on their behalf, is longer;
2. The Agreement applies to 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 with the Agreement of Digital Content or digital services provided continuously, 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.

§ 16. 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 may:

1. make a replacement when the Consumer or PNPk requests repair, or
2. 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 it 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

Goods with the Agreement, and without excessive inconvenience to the Consumer or PNPk, taking into account the specificity of the Goods and the purpose for which the Consumer or PNPk purchased them.

§ 17. 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:

1. The Seller refused to repair or replace the Goods in accordance with § 16 section 3;
2. The Seller did not bring the Goods into compliance with the Agreement;
3. 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;
4. 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 § 16 section 1;
5. it is clear 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 excessive 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 inconsistent with the Agreement remains to the value of the Goods consistent 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 on 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 of the 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 reasonably be expected that the Consumer or PNPk would agree to retain only the Goods that comply 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.

§ 18. 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 the 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:
 1. 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;
 2. 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. If the Seller provides Digital Content on a continuous basis, the Digital Content should be compliant for the duration of its delivery in accordance with the Agreement.

§ 19. 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, he 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 excessive 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.

§ 20. 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:
 1. The Seller refused to bring the Digital Content into compliance with the Agreement in accordance with § 19 section 2;
 2. The Seller failed to bring the Digital Content into compliance with the Agreement;
 3. 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;

4. the lack of compliance of the Digital Content with the Agreement is so important that it justifies reducing the Price or withdrawing from the Agreement without first using the measures referred to in § 19 section 1;

5. 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.

§ 21. Settlement with the Consumer or PNPk in the event of withdrawal from the Agreement

1. If the Buyer who is a Consumer or PNPk withdraws from the Agreement:

1. as part of the rights arising from the consumer warranty for non-compliance of the Digital Content with the Agreement;

2. 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 delivered 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.

§ 22. Transfer of User Content

1. The Seller does not enable the Buyer to transfer User Content
2. The Seller does not provide the Buyer with the opportunity to publish opinions about the Product on the Website.

§ 23. 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/>.

§ 24. Intellectual property rights

1. The Seller instructs the Buyer that all content available on the Website, Digital Content and elements of the Products (e.g. graphic designs) or materials provided to the Buyer in connection with the implementation of the Main Service 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 content covered by copyright 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 Product descriptions, 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.

§ 25. Extrajudicial 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:
 1. submitting a request to a permanent consumer arbitration court to resolve a dispute arising from the concluded Agreement,
 2. 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,
 3. using the help of a district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection.
2. The consumer can find more detailed information on out-of-court methods of dealing with complaints and pursuing claims on the website CNIL France .
3. The consumer may 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.

§ 26. Complaints and recalls

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 Main 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 complaint@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:

1. it is clear from the Seller's statement or circumstances that the Seller will not provide the Digital Content;

2. The Parties have agreed or the circumstances of concluding the Agreement clearly indicate that the specified 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.

§ 27. GPSR and general safety of the Goods

1. The Seller indicates on the Website only Goods that comply with the requirements of GPSR or relevant provisions of EU harmonization legislation.

2. In order to fulfill the information obligations provided for in Art. 19 GPSR, in the description of each Good, the Seller provides the following information:

1. name and surname or name, registered trade name or registered trademark of the manufacturer and the postal and electronic address at which he can be contacted;

2. information enabling identification of the Product, including its image, type, and other Product identifiers;

3. any warnings or safety information that should appear on the Product or on its packaging, or included in an accompanying document.

3. For all matters related to the safety of the Goods, the Seller has designated an electronic contact point: info@atelierania.fr. The Buyer may send any inquiries regarding the safety of the Goods to this e-mail address, as well as report any accidents related to the Goods to the Seller. The Buyer may use a dedicated form prepared by the Seller for this purpose.

4. If the Goods made available by the Seller on the market turn out to be a dangerous product within the meaning of GPSR, the Seller is entitled to take corrective measures related to this, on its own behalf or on behalf of other economic entities in the supply chain. In particular, the Seller may contact the Buyer in order to recover the purchased Product or provide appropriate statements.

5. The Buyer who purchased Goods that are a dangerous product within the meaning of the GPSR may be entitled to appropriate legal protection measures provided for in the provisions of the GPSR and other acts of EU law.

§ 28. 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:

1. change in the terms of delivery of Products or provision of Main Services or Electronic Services;
2. the need to adapt the Regulations to legal changes;
3. the need to adapt the Regulations to the decision, judgment or other ruling of a competent court or state authority;
4. the need to fulfill the legal obligation imposed on the Seller;
5. editorial changes.

3. If the Seller has the Buyer's electronic address, the Buyer will receive an e-mail with information about the change to the Regulations.

4. The Regulations in force at the time of conclusion of the Agreement shall apply to Agreements for the sale of Goods.

5. The Regulations in force at the time of conclusion of the Agreement shall apply to Agreements for the provision of Main Services.

6. The Regulations applicable at the time of conclusion of the Agreement shall apply to Agreements regarding Digital Content delivered on a one-time basis.

7. In the case of Agreements regarding Digital Content, the delivery of which takes place using the functionality of the User Account (e.g. 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.

8. In the case of Electronic Services, if the Buyer does not accept the changes to the Regulations, he may resign from using the Electronic Services without incurring any costs, e.g. delete the User Account, resign from receiving the Newsletter, stop browsing the publicly available content of the Website.

9. Changes to the Regulations do not affect the rights acquired by the Buyer before the date of entry into force of the change.

10. All disputes related to Agreements concluded via the Website will be considered by the Polish 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.

11. These Regulations are valid from March 5, 2025.

12. All archived versions of the Regulations are available for download in .pdf format - links can be found below the Regulations.