

# CERTIFICATE



## TERMS AND CONDITIONS

1. The Regulations define the general terms, conditions, rules and form of sales by Agnieszka Tymińska, conducting business activity under the company Thymka Studio Agnieszka Tymińska, based in Warsaw, Poland through the online shop [www.thymka.com](http://www.thymka.com) (hereinafter referred to as the "Online Shop") and define the rules and conditions for provision of free services by electronic means by Agnieszka Tymińska, conducting business activity under the company Thymka Studio Agnieszka Tymińska, based in Warsaw, Poland.

### Article 2 - Definitions

1. **Working days** - mean weekdays from Monday to Friday excluding public holidays.
2. **Delivery** - means a physical act of providing the Customer by the Seller, through the Supplier, with Products specified in the order.
3. **Supplier** - means a company with which the Seller cooperates in the Delivery of the Products:
  - a) a courier company;
  - b) Polish Post (Poczta Polska S.A.) based in Warsaw.
4. **Password** - means a sequence of letters, digits, or other characters selected by the Customer during Registration in the Online Shop, used to secure access to the Customer Account in the Online Shop.
5. **Customer** - means an entity to the benefit of which services may be provided by electronic means in accordance with the Rules and

Regulations or with which a Contract of Sale may be concluded.

6. **Consumer** - means a natural person making a legal transaction with an entrepreneur not directly related to his or her business activity or profession.
7. **Customer Account** - means an individual panel for each Customer, established by the Seller after the Customer registration and conclusion of the contract for provision of the Customer Account service.
8. **Entrepreneur**- means a natural person, a legal person, or an organisational unit other than a legal person to which legal capacity is granted by law; such a person shall carry out in its own an economic or professional activity and perform a legal action directly related to its economic or professional activity.
9. **Entrepreneur with Consumer Rights** - means a natural person who concludes a Contract of Sale directly related to their business activity, if it appears in the content of the Contract of Sale that they do not have a professional character for that Entrepreneur, which results, in particular, from the subject of their business activity, made available on the basis of the regulations on Central Register and Information on Business Activity.
- 10 **Regulations** - mean these regulations.  
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- 11 **Registration** - means a physical act made in the manner prescribed in the Regulations, as required for use by the Customer of all the functionalities of the Online Shop.  
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- 12 **Stationary Shop** - means a place intended for provision of services to Customers at the address: Thymka Studio Agnieszka Tymieńska, ul. Oczapowskiego 13, 01-843 Warszawa.  
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- 13 **Seller** - means Agnieszka Tymieńska running a business under the company Thymka Studio Agnieszka Tymieńska, based in Warsaw, Poland (01-651), ul. Gwiaździsta 25/14, tax identification number (NIP): 1180944104, National Business Registry Number (REGON): 388090778, entered in the Central Register and Information on Business Activity kept by the Ministry for Economic Development; e-mail: info@thymka.pl, who is also an owner of the Online Shop.  
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- 14 **Shop Website** - means web pages, under which the Seller runs the Online Shop, operating in the www.thymka.com domain.  
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- 15 **Product** - means a product presented by the Seller via the Shop Website which can be a subject of the Contract of Sale.  
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Each product presented by the Seller is marked as new, from display or used. In the case of Products from display the Seller each time informs the Customer about visible signs of wear and tear.
- 16 **Durable medium** - means material or device enabling the Customer or the Seller to store information addressed personally to them in a manner  
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allowing for access to such information for future reference for a period of time adequate for the purposes of information and allowing the unchanged reproduction of the information stored.

- 17 **Contract of Sale** – means a contract of sale concluded at a distance under the terms of the Regulations, by and between the Customer and the Seller.

### **Article 3 - General provisions and use of the Online Shop**

1. All rights to the Online Shop, including copyrights, intellectual property rights to its name, Internet domain, Shop Website, as well as patterns, forms, logos belong to the Seller, and may be used only as specified in and in accordance with the Regulations.
2. The Seller shall endeavour to provide access to the Online Shop for the Internet Users via all popular web browsers, operating systems, computer types and types of the Internet connections. The Seller does not guarantee and shall not be responsible for ensuring that each configuration variant of electronic equipment owned by the Internet User will allow to use the Online Shop. Minimum technical requirement for using the Shop Website, subject to the preceding sentence, is a web browser with enabled Javascript and installed Adobe Flash plugin without systems locking the display of Flash objects, that accepts "cookies".
3. The Seller applies a mechanism of cookies, which - when the Customers use the Shop Website - are stored by the Seller's server on the hard disk of a Customer's terminal device(s). The use of "cookies" is intended to ensure correct operation of the Shop Website by the Customer's terminal device(s). This mechanism does not destroy the Customer's terminal device(s) and does not change the configuration of the Customer's terminal device(s) or software installed thereon. Each Customer can turn off the cookies in the browser of his/her terminal device(s). The Seller informs, however, that exclusion of cookies may cause inconvenience or prevent the use of the Shop Website.
4. To place an order in the Online Shop via the Shop Website or via e-mail, and to take advantage of the Services available at the Shop Website, the Customer must have an active e-mail account.
5. The Customer is prohibited to input illegal content and to use the Online Shop, the Shop Website or free services provided by the Seller in a manner contrary to law, good practices or the violating personal rights of third parties.
6. The Seller represents that the public nature of the Internet and the use of electronic services may be associated with the risk of obtaining and modifying Customers data by unauthorised persons, therefore the Customer should use appropriate technical measures to minimise the

above-mentioned risks. In particular, they should use anti-virus programmes and programmes protecting the identity of the Internet Users. The Seller shall never ask the Customer to provide him with access to the password in any form.

7. It is not allowed to use the resources and functions of the Online Store for the purpose of conducting business by the Customer that would violate the interest of the Seller, i.e. advertising activities of another entrepreneur or product; activity consisting in posting content unrelated to the activity of the Seller; activity consisting in posting false or misleading content.

## **Article 4 - Registration**

1. To create a Customer Account, the Customer must make a free Registration.
2. The Registration is not necessary to place an order in the Online Shop.
3. In order to register, the Customer must complete the registration form provided by the Seller at the Shop Website and forward the completed form by e-mail to the Seller by selecting an appropriate function contained in the registration form. During the Registration the Customer shall establish an individual Password.
4. While filling out the registration form the Customer is given the opportunity to read the Regulations, accepting the contents thereof by marking a relevant field in the form.
5. After submitting a completed registration form, the Customer shall promptly receive, to the e-mail address provided on the registration form, the Registration confirmation by the Seller. At that time the contract is concluded for the provision of the Customer Account service by electronic means, the Customer shall get access to the Customer Account and the right to make changes to data given during the Registration, with the exception of the Login.

## **Article 5 - Orders**

1. Information included in the Shop Website shall not constitute the Seller's offer within the meaning of the Civil Code, and only an invitation for the Customers to submit offers for conclusion of the Contract of Sale.
2. The Customer may place orders in the Online shop via the Shop Website or e-mail on a 24-hour/7-day-a-week basis.
3. The Customer placing an order via the Shop Website compiles the order by selecting the desired Products. The Products are added to the order by

selecting the ADD TO CART button under a given Product presented on the Shop Website. After compiling the whole order and identifying in the "CART" the manner of the Delivery and the form of payment, the Customer shall place the order by sending an order form to the Seller, selecting on the Shop Website the "ORDER AND PAY" button. Each time before sending the order to the Seller, the Customer is informed about the total price for selected Products and the Delivery, as well as about any additional costs the Customer is obliged to incur under the Contract of Sale.

4. The Customer placing an order by e-mail shall send it to the e-mail address provided by the Seller on the Shop Website. In the e-mail sent to the Seller the Customer shall provide in particular: name of the Products, colour and quantity of the Products presented on the Shop Website as well as the Customer's contact data.
5. After receiving the e-mail referred to in Article 5.4 from the Customer, the Seller shall send to the Customer a response e-mail providing the registration data, the price of the selected Products and possible payment forms, as well as the method of Delivery with its cost, and information about any additional payments to be incurred by the Customer under the Contract of Sale. The e-mail shall also include information for the Customer that conclusion of the Contract of Sale by means of electronic mail entails the obligation to pay for the ordered Products. On the basis of information provided by the Seller, the Customer may place an order by sending an e-mail to the Seller specifying the selected form of payment and method of Delivery.
6. Placing an order means an offer of the Customer to the Seller to enter into a Contract of Sale of Products covered by the order.
7. After the order is placed, the Seller shall send an order confirmation to the e-mail address provided by the Customer.
8. After confirmation of the order, the Seller shall send information on acceptance of the order for execution to the e-mail address provided by the Customer. Information about acceptance of the order for execution constitutes a statement of the Seller about acceptance of the offer referred to in Article 5.7 above and, upon receipt thereof by the Customer, the Contract of Sale is concluded.
9. After conclusion of the Contract of Sale, the Seller confirms to the Customer the terms and conditions thereof by sending them on a durable medium to the Customer's e-mail address or in writing to the address provided by the Customer upon the Registration or while placing the order.

## **Article 6 - Payments**

1. Prices on the Shop Website presented next to a given Product are gross prices and do not include information regarding the costs of the Delivery and any other costs which the Customer will be obliged to pay under the Contract of Sale, about which the Customer will be informed when selecting the method of the Delivery and upon placing an order.
2. The Customer may choose the following forms of payment for ordered Products:
  - a) bank transfer to the Seller's bank account (in such a case execution of the order will be initiated after the Seller sends to the Customer confirmation of acceptance of the order and once the money is credited to the Seller's bank account);
  - b) bank transfer to the Seller's bank account with the option of personal pickup of the Products (in such a case the order shall be executed immediately after the Seller sends to the Customer confirmation of acceptance of the order, whereas the Products shall be released at the Seller office once the money is credited to the Seller's bank account);
  - c) payment card or bank transfer via an external payment system PayPal, operated by PayPal (Europe) S.à r.l. & Cie, S.C.A. with its registered office in Luxembourg (in such a case execution of the order shall be initiated after the Seller sends to the Customer confirmation of acceptance of the order and after information on execution of the payment by the Customer is received by the Seller from the PayPal system);
  - d) payment card, bank transfer, BLIK via an external payment system przelewy24.pl, operated by PayPro S.A. Agent Rozliczeniowy with its registered office in Poznań (in such a case execution of the order shall be initiated after the Seller sends to the Customer confirmation of acceptance of the order and after receipt of information from the przelewy24.pl system about successful completion of payment);
  - e) cash on delivery, payment to the Supplier upon Delivery (in such a case execution of the order shall be initiated after the Seller sends to the Customer a confirmation of acceptance of the order);
  - f) cash or payment card on personal pickup – payment at the Seller's Office (in this case order execution shall be initiated immediately after the Seller sends to the Customer a confirmation of acceptance of the order, and the Product shall be released at the Seller's Office).
3. The Customer should pay for the order in the amount resulting from the Contract of Sale within 7 Days, if chosen payment in advance.
4. In the event of the Customer's failure to pay the payment within the agreed time limit, the Seller sets an additional deadline for the Customer to make the payment and informs the Customer about it on a Durable Medium. The information about the additional payment deadline also

contains information that after the expiry of this deadline, the Seller will withdraw from the Contract of Sale. In the event of the unsuccessful expiry of the second payment deadline, the Seller will send the Customer a declaration of withdrawal from the contract on a durable medium pursuant to art. 491 of the Civil Code.

## **Article 7 - Delivery**

1. The Seller carries out the Delivery on the territory of the all over the world.
2. The Seller shall deliver the Products constituting the subject of the Contract without defects.
3. The Seller shall publish on the Shop Website information on the number of Working Days needed to execute the Delivery and fulfil the order.
4. The deadline for the Delivery and execution of the order specified on the Shop Website shall be calculated in the Working Days in accordance with Article 6.2.
5. Ordered Product(s) shall be delivered to the Customer through the Supplier, to the address indicated on the order form.
6. On the day of Products dispatch to the Customer (if Products personal collection has not been selected) the Seller shall confirm the shipment by e-mail to the Customer.
7. The Customer shall examine the delivered Product(s) in the customary time and manner for shipments of that type in the presence of the Supplier's employee. In the event of discovery of shortage or damage relating to the shipment, the Customer shall be entitled to demand from the Supplier's employee to draw up a relevant report.
8. The Customer may pick up the ordered Product(s) personally. They may be picked up at the Seller's Office on Working Days within the opening hours specified on the Shop Website, after prior agreement with the Seller of the time of pickup by e-mail or by phone.
9. The Seller shall, in accordance with the Customer's wish, attach to the shipment being the subject of Delivery a receipt or VAT invoice covering the delivered Product(s).

In order to receive a VAT invoice, the Customer should declare at the time of purchase that he acquires the Product as an Entrepreneur (taxpayer). The above declaration is submitted by marking the appropriate field in the order form, before sending the order to the Seller.

10. In the event of absence of the Customer at the address specified by the Customer upon placing the order as the address of the Delivery, the Supplier's employee shall leave an advice note or shall attempt to contact the Customer by phone to agree a time when the Customer will be

present. If the ordered Product(s) is/are returned to the Online Shop by the Supplier, the Seller shall contact the Customer by e-mail or phone to agree the time and cost of the re-Delivery.

## **Article 8 - Implied Warranty**

1. The Seller ensures the Delivery of the Product(s) free of physical and legal defects. The Seller shall be liable towards the Customer if the Product has physical or legal defects (implied warranty).

Each product presented by the Seller is marked as new, from display or used. In the case of Products from display the Seller each time informs the Customer about visible signs of wear and tear.

2. If the Product is defective, the Customer may:
  - a) submit a statement on reduction of the price or rescission of the Contract of Sale, unless the Seller immediately and without excessive inconvenience for the Customer replaces the defective Product with a non-defective one or removes the defect.

This limitation shall not apply if the Product has already been replaced or repaired by the Seller, or if the Seller failed to fulfil the obligation to replace the Product with a non-defective one or to remove the defect. The Customer may demand replacement of the Product with a non-defective one instead of removal of the defect proposed by the Seller, or demand removal of the defect instead of replacement of the Product, unless making the Product compliant with the contract in a manner chosen by the Customer is impossible or would require excessive costs as compared to the manner proposed by the Seller. When assessing if the costs are excessive, one shall take into account the value of the Product free from defects, the type and importance of the discovered defect, as well as the inconvenience experienced by the Customer in the event of other manner of satisfaction of the claim.

The Customer may not withdraw from the Sales Agreement if the defect is irrelevant.

- b) demand replacement of the defective Product with a non-defective one or removal of defect. The Seller shall replace the defective Product with a non-defective one or remove the defect within a reasonable time without excessive inconvenience to the Customer.

The Seller may refuse to fulfil the Customer's demand if making the defective Product compliant with the Contract of Sale in the manner selected by the Customer is impossible, or would require excessive costs as compared to the other possible manner of making the Product compliant with the Contract of Sale. The cost of repair or replacement shall be incurred by the Seller.

3. Customer, which exercises rights under the warranty, is obliged to deliver the defective item to the address of the Seller. In case of a Customer who is a Consumer and an Entrepreneur with Consumer rights, the cost of delivery is covered by the Seller.
4. The Seller shall be liable under the implied warranty if a physical defect is discovered before two years pass since release of the Product to the Customer. The claim for removal of defect or replacement of the Product with a non-defective one shall be barred by the statute of limitations after one year, however such time-limit may not end before a time-limit specified in the first sentence. Within this time-limit the Customer may rescind the Contract of Sale or submit a statement on reduction of the price due to defect of the Product. If the Customer demanded replacement of the Product with a non-defective one or removal of the defect, the time-limit for rescission of the Contract of Sale or submission of the statement on reduction of the price shall start running upon expiry of the time-limit for replacement of the Product or removal of the defect.

In the case of the Product marked by the Seller as used, the Seller shall be liable for non-conformity of the Product with the contract if it is discovered by the Customer earlier than one year from the date of Delivery.

5. Any complaints related to the Product(s) or performance of the Contract of Sale may be submitted by the Customer in writing to the Seller's address.

The Product(s) under complaint must be delivered or sent to the address:  
**Thymka Studio Agnieszka Tymińska, ul. Oczapowskiego 13, 01-843 Warszawa.**

6. The Seller shall within 14 days from the date of demand containing the complaint express his opinion on the complaint regarding the Product(s) or performance of the Contract of Sale submitted by the Customer.
7. The Customer may file a complaint to the Seller in connection with free electronic services provided by the Seller. The complaint may be sent in an electronic form to the address [info@thymka.pl](mailto:info@thymka.pl). In the complaint the Customer shall include a description of the problem. The Seller shall immediately, however not later than within 14 days, consider the complaint and respond to the Customer.
8. The Seller does not take advantage of out-of-court settlement of disputes, mentioned in the law of 23 September 2016 on out-of-court settlement of consumer disputes.

## **Article 9 - Rescission of the Contract of Sale**

1. The Customer being a Consumer or Entrepreneur with Consumer Rights who concluded the Contract of Sale may within 14 days rescind the

Contract of Sale without giving any reasons.

2. Period for withdrawal from the Contract of Sale commences from the moment of taking possession of the Products by a Consumer, an Entrepreneur with Consumer's rights or a third party indicated by them other than the carrier.

A Consumer and an Entrepreneur with Consumer rights may withdraw from the Contract of Sale by submitting a statement of withdrawal to the Seller. The notification may be submitted, for example, in writing to the Seller's address, i.e: Thymka Studio Agnieszka Tymińska, ul. Oczapowskiego 13, (01-843) Warszawa, or by e-mail to the Seller's address, i.e: [info@thymka.pl](mailto:info@thymka.pl). The notification may be submitted as part of the form, a template of which has been placed by the Seller on the Shop's Website at: [Order cancellation](#). In order to meet the deadline, it is only necessary to send the notification before the deadline.

3. In the case of rescission of the Contract of Sale, the contract shall be treated as if it had never been concluded.
4. If the Consumer or Entrepreneur with Consumer Rights submits the statement on rescission of the Contract of Sale before the Seller accepts the Customer's offer, the offer ceases to be binding.
5. The Seller shall immediately, not later than within 14 days from the date of receipt of the Consumer's or Entrepreneur with Consumer Rights statement on rescission of the Contract of Sale, return to the Consumer or Entrepreneur with Consumer Rights all payments made by the Consumer or Entrepreneur with Consumer Rights, including the costs of delivery of the Product to the Consumer or Entrepreneur with Consumer Rights. The Seller may withhold reimbursement of the amounts paid by the Consumer or Entrepreneur with Consumer Rights until receipt of the returned Product or delivery by the Consumer or Entrepreneur with Consumer Rights of a proof of sending the Product, whichever occurs earlier.
6. If the Consumer or Entrepreneur with Consumer Rights exercising the right of rescission selects the method of the Delivery of the Product other than the cheapest ordinary Delivery method offered by the Seller, the Seller shall not be obliged to reimburse to the Consumer or Entrepreneur with Consumer Rights the additional costs incurred by the Customer.
7. The Consumer or Entrepreneur with Consumer Rights shall return the Product to the Seller immediately, however not later than within 14 days from the date of rescission of the Contract of Sale. To abide by the deadline, it is enough to send the Product to the Seller's address before expiry of such deadline.
8. In the event of rescission the Consumer or Entrepreneur with Consumer Rights shall only incur the direct costs of returning the Product.
9. If, due to its nature, the Product cannot be sent back by traditional mail, the Seller shall inform the Consumer or Entrepreneur with Consumer

Rights about the costs of returning such Product on the Shop Website.

- 10 The Consumer or Entrepreneur with Consumer Rights shall bear liability for decrease of the value of the Product as a result of use thereof outside the manner necessary to determine the nature, features and functioning of the Product.
- 11 The Seller shall reimburse the payment using the same method of payment as the one used by the Consumer or Entrepreneur with Consumer Rights, unless the Consumer or Entrepreneur with Consumer Rights expressly agrees to other method of reimbursement which does not entail any costs for the Consumer or Entrepreneur with Consumer Rights.

## **Article 10 - Free Services**

1. The Seller renders the following free electronic services to Customers:
  - a) Contact Form;
  - b) Customer Account service.
2. The services specified in Article 10.1 above shall be provided 24 hours a day, 7 days a week.
3. The Seller reserves the right to choose and change the type, form, time and method of providing access to some of these services, and shall inform the Customer thereof in a manner appropriate to amend the Regulations.
4. The service: Contact Form means sending a message via the form available at the Shop Website to the Seller.
5. It is possible to unsubscribe from the free service Contact Form at any time by discontinuing sending enquiries to the Seller.
6. The Customer Account service is available after the Registration on terms described in the Regulations and consists of making available to the Customer a dedicated panel within the Shop Website enabling the Customer to modify data provided upon the Registration, as well as to track the status of orders and history of already fulfilled orders.
7. The Customer who made the Registration may submit to the Service Provider a request for deletion of the Customer Account wherefore in the event of submission to the Service Provider of a request for deletion of the Customer Account, such account may be deleted not later than within 14 days from submission of the demand.
8. The Seller shall be entitled to block access to the Customer Account and to free services in the event the Customer acts to the detriment of the Seller or other Customers, breaches the law or the Regulations, as well as if blocking access to Customer Account and free services is justified on

the grounds of safety, in particular: overcoming securities of the Shop Website by the Customer or other hacking activities. Blocking access to the Customer Account and free services for the above mentioned reasons shall last for a period necessary to resolve issues giving rise to blocking the access. The Seller shall notify the Customer about blocking the access to the Customer Account and free electronic services by e-mail sent to the address provided by the Customer in the registration form.

## **Article 11 - Personal data protection**

1. The rules for the Personal Data protection are set out in the Privacy Policy.

## **Article 12 - Termination of the contract (not applicable to Contracts of Sale)**

1. Both the Customer and the Seller may terminate the contract for the provision of electronic services at any time and without giving reasons, subject to the preservation of rights acquired by the other Party before termination of the above-mentioned agreement and the provisions below.
2. The Customer, who has registered, may terminate the contract for the provision of electronic services by demanding the Seller to remove the Customer Account, using any means of distance communication, allowing the Seller to become acquainted with the Customer's declaration of intent.
3. The Seller may terminate the contract for the provision of electronic services by sending to the Customer an appropriate declaration of intent to the e-mail address provided by the Customer during Registration.

## **Article 13 - Final provisions**

1. The Seller shall be liable for non-performance or improper performance of the contract but, in the case of contracts with the Customers being Entrepreneurs, the Seller shall be liable only for deliberate damage and within the limits of losses actually incurred by the Customer being the Entrepreneur.
2. The contents of these Regulations may be recorded by being printed, copied to a storage device or downloaded at any time from the Shop Website.
3. In the event of a dispute related to the concluded Contract of Sale, the parties shall seek to resolve the matter amicably. The Polish law shall be

applicable to settlement of any disputes arising under these Regulations.

4. The Seller informs the Customer, being the Consumer, of the possibility of taking advantage of out-of-court means of settling complaints and obtaining redress. Rules of access to such procedures are available at the offices or on the internet sites of the entities responsible for out-of-court settlement of disputes. These may be in particular Consumer rights spokespersons or the Voivodship Inspectorate of Trade Inspection, the list of which is available on the internet site of the Office of Competition and Consumer Protection at the address [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php). The Seller provides information that at the address <http://ec.europa.eu/consumers/odr/> there is available the platform of an online system of settling disputes between consumers and businesspersons at the EU level (the ODR platform).
5. The Seller reserves the right to amend these Regulations. All orders accepted by the Seller prior to entry into force of the new Regulations shall be delivered based on the Regulations in force at the date of placing the order by the Customer. The amended Regulations shall enter into force within 7 days from the date of publication thereof on the Shop Website. The Seller shall inform the Customer 7 days before entry into force of the new Regulations about the amendment to the Regulations by email, including a link to the contents of the amended Regulations. If the Customer does not accept the new contents of the Regulations, the Customer shall notify the Seller about this fact, which shall result in termination of the contract in accordance with the provisions of article Article 12.
6. The Regulations shall come into force on 09.04.2021.