

Terms of use

Regulations for e-commerce

These Regulations define general terms and conditions, rules and methods for the online sales and online free services as offered by Mr. Piotr Pękała who runs his business under the name of **Dark Owl Design** (www.dark-owl.com), with the seat in Kędzierzyn-Koźle, through his online store (hereinafter "online store").

§ 1. Definitions

1. **Business days**—mean working days: Monday through Friday, except for public holidays.
2. **Delivery**—means the Seller actually delivering to the Client, through a Carrier, the Goods as specified in the Purchase Order.
3. **Carrier**—means a courier service company which cooperates with the Seller within making Deliveries of the Goods.
4. **Client**—means a legal entity in favor of which – in accordance with these Regulations and regulations of law – the services may be provided by electronic means, or with which a Sale Agreement may be concluded.
5. **Consumer**—means a natural person which enters into a legal transaction with the contractor, the transaction not being directly connected with the economic or professional activity of that person.
6. **Contractor**—means a natural person, legal entity, or organizational unit other than legal entity, which holds the statutory legal capacity, which conducts on its own behalf its business or professional activities, and which enters into a legal transaction directly connected with its economic or professional activity.
7. **Regulations**—mean these Regulations.
8. **Seller**—means Mr. Piotr Pękała who conducts his business under the business name Dark Owl Design Piotr Pękała, with the seat in Kędzierzyn-Koźle (47-220), ul. 11 Listopada 10D lok. 1, NIP: 7491946315, REGON: 364156361. The company was recorded in the Central Registration and Information on Business kept by the Minister of Economic Development. The company's e-mail address is: woods@dark-owl.com. Mr. Pękała is the owner of the online store.
9. **Website of online store** – means Internet address(es) under which the Seller runs his online store, within the domain www.dark-owl.com
10. **Goods** – mean the products as presented by the Seller through the website of his online store, which can make subjects of Sale Agreements.
11. **Medium of record** – means a material or a tool which makes it possible for a Client (or Consumer) and/or Seller to store the information addressed directly to him, in the way which makes the information accessible in the future so that it can be retrieved in the unchanged form, any time. The storage time should be as necessary for the purpose for which said information is needed.
12. **Sale Agreement** – means a remote sale agreement concluded by the Client (or Consumer) and the Seller, based on terms as defined in these Regulations.

§ 2. General provisions and making use of online store

1. All rights to the online store, inclusive of proprietary copyrights and intellectual property rights to the Internet domain (except for logotypes and pictures which are presented in the website of the store to show the goods, with such rights vested in third parties) are owned by the Seller, and one may exercise such rights solely in the way as defined in the Regulations and after obtaining the Seller's written consent.
2. The Seller shall use his best efforts to make his store within the reach of all Internet Clients (or Consumers) who use all generally available Internet browsers, operating systems, types of hardware and types of Internet connections. The minimum technical requirements which make it possible to access the website of the online store are as follows: Internet browser – Internet Explorer 11, or Chrome 40, or Firefox 35, or Opera 26, or Safari 5, or their latest versions; JavaScript enabled; "cookie" files acceptance enabled; and the Internet connection with the minimum speed of 256 kbps. The website of the online store has been optimized for the minimum screen resolution of 1280 x 768 pixels.



3. The Seller's website uses "cookies" – those files are saved by the Seller's server to the hard discs of the Clients' (or Customers') end-user computers when the Clients (or Customers) enter the Internet site of the online store. The use of "cookies" helps to improve performance of the online store website on the end-user computers. That mechanism will not damage the end-user hardware, will not modify its configuration and will not affect the software which has been installed on the end-user computer. Each Client (or Customer) may disable "cookies" in his Internet browser. The Seller points out, however, that some difficulties may be faced or the use of the online store website may become impossible when the cookies functionality is turned off.
4. A Client (or Customer) needs to create his own "User Account" (or to activate his existing account) in order to be able to place his Purchase Order through the online store website or through e-mail, or to take advantage of the services which are available in the website.
5. A Client (or Customer) is forbidden by law to submit/enter any content which is illegal, and to use the online store, its website or free services as offered by the Seller in the way which is unlawful, which is contrary to good practices or which violates personal interests of third parties.
6. The Seller would like to remind all potential users that Internet is accessible to the public and the use of online services may expose you to the risk: your personal data (or data on your company) may be captured and/or modified by unauthorized persons. Hence, the Clients (or Customers) should use suitable engineered controls and safeguards to minimize that risk. In particular, they should use good antivirus software and the identity theft protection software. The Seller will NEVER ask any Client (or Consumer) to provide the Password of the latter, in any form.
7. It is not permissible for a Client (or Customer) to make use of the resources and/or functionality of the online store to conduct such business activities which could violate the Seller's interests.

§ 3. Purchase Orders

1. The information as provided in the Internet site of the online store shall not constitute any Seller's offer within the meaning of the Civil Code. It is only the Seller's invitation for the Clients (or Customers) to submit their offers to conclude the Sale Agreements.
2. The Clients (or Customers) may place Orders with the online store through the store website or through e-mail, 7 days in a week, 24 hours a day.
3. A Client (or Customer) who places his Purchase Order through the store website shall complete the order by picking the Goods, which he is interested in. Adding Goods to Your order is done by using „ORDER" button at the product page. A Client (or Customer) after completing his Purchase Order and choosing the method of delivery and payment, places his order by sending the order form to the Seller, using "Order and pay now" button". Every time, before sending the order form to the Seller, the Client (or Customer) is informed about the total price of the order, including shipping cost and all other possible expenses that he may encounter due to the Sale Agreement.
4. A Client (or Customer) who places his Purchase Order through e-mail shall send his Order to the e-mail address as stated in the store website. The Client (or Customer) shall in particular specify: his contact information, name of Goods, number of pieces, color, size of bicycle frame and its producer, and the model of the bike rear shock which should be attached to the frame. The Client (or Customer) shall also specify his body weight (inclusive of safety helmet and mountain bike protective gear) so that the rear shock can be provided with the spring which is sufficiently hard.
5. After receiving the Client's (or Customer's) electronic information as mentioned in § 3, section 4, the Seller shall e-mail to the Client (or Customer) his return message in which he shall specify: his registry data, price for selected Goods and possible methods of payment, delivery method and its costs, as well as the information on any additional payment(s)/cost(s) the Client (or Customer) would have to incur in connection with the Sale Agreement. That message shall also inform the Client (or Customer) that he will be obliged to pay for the Goods as ordered by him once he accepts and thus concludes the Sale Agreement through e-mail. Based on the information submitted by the Seller, the Client (or Customer) may place his Order by e-mail to the Seller, indicating the method of payment and delivery method selected/preferred by him.



6. The Purchase Order is understood to have been placed when the Client (or Customer) submits to the Seller his offer to conclude the Sale Agreement for the Goods making the subject of the Order.
7. After the Purchase Order has been placed, the Seller accepts it by sending his confirmation note to the Client's (or Customer's) e-mail address.
8. Then, after the Purchase Order has been confirmed, the Seller sends to the Client's (or Customer's) e-mail address the information that the Order has been accepted for execution. That information makes the formal Seller's acceptance of the offer as mentioned in § 3, section 6, above, and when it is received by the Client (or Customer), a Sale Agreement is concluded.
9. After the Sale Agreement has been concluded, the Seller confirms to the Client (or Customer) its conditions by sending them to his e-mail address. Alternatively, the Seller may save them to a medium of record or just type them and mail them to the mailing address as the Client (or Customer) may provide when placing his Order.

§ 4. Payments

1. The prices specified in the online store website for individual Goods are gross prices and they include the costs of Delivery.
2. The Client (or Customer) may select either of the methods of payment:
 - a) bank transfer through the external PayU payment service provided by PayU S.A. with the seat of business in Poznań (in that case, execution of the Purchase Order will begin after the Seller confirms his acceptance of the Order to the Client (or Customer) and after he is informed by the PayU service that the Client (or Customer) has paid);
 - b) bank transfer through the external PayPal payment service provided by PayPal (Europe) S.à.r.l. & Cie, S.C.A. with the seat of business in Luxemburg (in that case, execution of the Purchase Order will begin after the Seller confirms his acceptance of the Order to the Client (or Customer) and after he is informed by the PayPal service that the Client (or Customer) has paid).
3. The Client (or Customer) is each time informed by the Seller on the online store website about the deadline by which he is obliged to pay for his Purchase Order and about the value of the Sale Agreement which he has concluded.
4. When the Client (or Customer) fails to pay when due, as mentioned in § 4, section 3, of the Regulations, the Seller will fix the new deadline for the payment and will inform the Client (or Customer) about it with the use of a medium of record. The reminder note shall also contain the information that the Seller will withdraw from the Sale Agreement if that additional deadline expires with no effect. When the second deadline expires and no payment is received, the Seller will notify the Client (or Customer) with the use of a medium of record that he terminates the Sale Agreement pursuant to Art. 491 of the Civil Code.

§ 5. Delivery

1. The Goods covered by the Sale Agreement shall be delivered flawless by the Seller.
2. The delivery time, i.e. execution of the Order, as indicated on the store website is counted in business days, in accordance with § 4, section 2, of the Regulations.
3. The Goods as ordered shall be delivered to the Client (or Customer) through the Carrier, to the address as specified in the Purchase Order form.
4. A note shall be e-mailed to the Client (or Customer) to confirm shipment of the Goods on the day when the Goods are actually dispatched.
5. The Client (or Customer) is obliged to inspect the Goods delivered to him at the time and in the way as it is customary for such deliveries. If any defect or damage is found in the delivery, the Client (or Customer) has the right to demand from the Carrier's employee to draw up a discrepancy report.



6. The Seller, according to the Client's (or Customer's) demand, shall attach his sales receipt or his VAT invoice for the delivered Goods to the dispatched parcel.
7. When a Client (or Customer) is absent at the address specified by him at the time of placing his Purchase Order as the address for Delivery, the Carrier's employee shall leave the advice note or he shall try contacting the Client (or Customer) by phone to fix a new date/time for Delivery. When the Carrier sends the Goods back to the online store, the Seller shall contact the Client (or Customer) by electronic means or by phone to fix a new date/time for Delivery and relevant additional costs.

§ 6. Statutory warranty

1. The Goods delivered by the Seller shall be free from physical and or legal defects. The Seller is liable to the Client (or Customer) for such defects (warranty).
2. When the Goods are defective, the Client (or Customer) may:
 - a) submit his declaration that he demands the price to be reduced, or that he withdraws from the Sale Agreement, unless the Seller provided flawless Goods to replace the faulty Goods, or he removes the defect, immediately and with no unreasonable inconvenience to the Client (or Customer). That limitation is not applicable when the Goods have already been replaced or repaired by the Seller or when the Seller failed to meet his obligation to replace or repair the Goods. The Client (or Customer) may reject the repair as offered by the Seller and demand the Goods to be replaced, or he may reject the replacement as offered by the Seller and demand the Goods to be repaired, unless it is impossible to bring the Goods into compliance with the Agreement in the way demanded by him, or it would entail excessive costs as compared to the way suggested by the Seller. When assessing whether the costs are excessively high or not, one should consider the value of flawless Goods, type and importance of the identified defect, and also the inconvenience the Client (or Customer) would be exposed to if a different remedy is selected.
 - b) demand the faulty Goods to be replaced by the defect-free ones, or to demand removal of the defect. The Seller is obliged to replace flawless Goods and to deliver faultless ones, or to remove the defect, in reasonable time and with no unreasonable inconvenience to the Client (or Customer).

The Seller may refuse to satisfy the Client's (or Customer's) demands if bringing the defective Goods into compliance with the Agreement in the way demanded by the Client (or Customer) is impossible, or when it would be connected with excessive costs in comparison with some alternative way of bringing the defective Goods into compliance with the Agreement. The costs of repair or replacement will be borne by the Seller.

3. The Client (or Customer) who exercises the rights attached to the warranty is obliged to return the defective item to the Seller's address. When the defective item is returned by the Consumer, the costs of shipment shall be borne by the Seller.
4. The Seller will be responsible for the warranty in the case when the physical defect is detected within two years after the Goods have been given out to the Client (or Customer). The claim for repair of a defect or replacement of Goods expires after one year, yet it may not expire before the deadline as defined in the previous sentence. The Client (or Customer) may withdraw from the Sale Agreement within that time or he may submit his declaration that he demands the price to be reduced because the Goods are defective. When the Client (or Customer) demands the Goods to be replaced or repaired, the time for withdrawal from the Sale Agreement or for the demand to reduce the price starts after ineffective expiry of the term for replacement or repair of the Goods.
5. Any claim concerning the Goods or execution of the Sale Agreement shall be submitted by the Client (or Customer) in writing and it shall be sent to the Seller's mailing address.
6. The Seller within 14 days from the date of the claim will present his opinion on the complaint against the quality of the Goods or against execution of the Agreement as lodged by the Client (or Customer).
7. The Client (or Customer) may complain to the Seller for non-compliance of free e-services provided by the Seller. That claim may be submitted in the electronic format and it should be sent to the address: woods@dark-owl.com In his warranty claim, the Client (or Customer) should describe the problem



experienced by him. The Seller shall immediately, but within 14 days at the latest, process the claim and present his reply to the Client (or Customer).

§ 7. Contractual guarantee

1. The Goods as sold by the Seller may be guaranteed by the producer or distributor.
2. When Goods are covered by a guarantee, the relevant information on that guarantee and its wording is each time presented in the online store website.

§ 8. Withdrawal from Sale Agreement

1. When the Sale Agreement has been concluded by a Customer, he may withdraw from the Agreement within 14 days, giving no reason for that.
2. The time period for withdrawal from the Sale Agreement starts from the moment when the Customer comes into possession of the Goods.
The Customer may withdraw from the Sale Agreement by submitting to the Seller his withdrawal declaration. The declaration may be mailed (in writing) or e-mailed to respective addresses of the Seller. The Customer may take advantage of the declaration form as provided by the Seller in his website at the tab: Termination form. The declaration shall be effective if sent before the applicable deadline. The Customer may also terminate the Agreement by sending his declaration to the Seller through e-mail with the use of the declaration form as provided by the Seller in his website at the tab: Electronic termination form. The declaration shall be effective if e-mailed before the applicable deadline. The Seller shall immediately confirm to the Customer receipt of the form sent from the website.
3. When the Sale Agreement is terminated, it shall be deemed never concluded.
4. When the Consumer submitted his withdrawal note before the Seller accepted his offer, the offer is no longer binding.
5. The Seller is obliged to immediately refund to the Customer all Customer's payments, inclusive of the costs of delivery of the Goods, but not later than within 14 days after he received the Customer's withdrawal note. The Seller may put the refund on hold until he receives the Goods back or until he receives the Client's evidence for dispatch of the Goods (shipping confirmation), whichever comes first.
6. When the Consumer exercises the option to withdraw from the Agreement and he chooses the way of sending the Goods back which is different than the cheapest way as usually offered by the Seller for delivery, the Seller will not be obliged to refund the additional costs borne by the Consumer.
7. The Consumer is obliged to return the Goods to the Seller immediately but not later than within 14 days of the day when he terminated the Sale Agreement. The Goods shall be dispatch to the Seller's address before the applicable deadline.
8. When it is a Consumer who withdraws from the Agreement, he will cover only the direct costs of sending the Goods back.
9. If the Goods cannot be sent back by mail, as usual, because of its nature, the Seller informs the Customer about the costs of sending the Goods back on the online store website.
10. The Customer bears the responsibility for any decrease in the value of the Goods if that decrease results from his using the Goods in the way beyond the normal use which is necessary to verify the nature, features and/or function of the Goods.
11. The Seller refunds the Consumer's payment(s) using the same method of payment as used by the Consumer, unless the Consumer clearly accepts a different method which incurs no costs for him.



§ 9. Free services

1. The Seller offers to the Clients (or Customers) the following free online services:
 - a) contact form,
 - b) newsletter,
 - c) your opinion.
2. The services as mentioned in § 9, section 1 above, are offered 7 days in a week, 24 hours a day.
3. The Seller reserves the right to select and/or to change the type, form, time frame and availability of some of the above services. The Clients (or Customers) will be informed about that accordingly, in the way which is specific for changing the Regulations.
4. The service "Contact form" consists in sending messages to the Seller through a form which is available on the online store website.
5. One may stop using the free service "Contact form" at any time – just stop sending questions to the Seller.
6. The service "Newsletter" is available to every Client (or Customer) who enters his e-mail address in the form which is provided by the Seller on the online store website. Then, he will receive the Seller's confirmation sent to his e-mail box. The agreement for the online service "Newsletter" is concluded in this way.
7. The service "Newsletter" consists in sending by the Seller to the Clients' (or Customers') e-mail boxes the electronic form of the information on new products and/or services which become available in the Seller's offer. The Newsletter will be sent to all Clients (or Customers) who subscribed for it.
8. Each Newsletter contains in particular: information on its sender, information in the "subject matter" field to define the contents of the Newsletter, and information on how to unsubscribe.
9. A Client (or Customer) may unsubscribe at any time by using a suitable link which is placed in every electronic message which is sent within the "Newsletter" service or by ticking a suitable box in the User Account.
10. The service "Your opinion" – the Clients (or Customers) who purchased from the online store may publish their individual and subjective opinions concerning in particular the Goods on the online store website.
11. One may stop using the free service "Your opinion" at any time – just stop sending your opinions.

§ 10. Client's (or Customer's) responsibility for any content which is entered by him

1. By submitting/entering any content and making it generally available the Client (or Customer) voluntarily disseminates that information. That information does not represent the Seller's views and it should not be identified with his business activities. The Seller is not the author of that content and he only makes the means available for communication of such ideas.
2. The Client (or Customer) declares that:
 - a) he is authorized to hold the proprietary copyrights, industrial property rights and/or derivative rights to compositions, subjects of industrial property rights (e.g. trademarks) and/or subjects of derivative rights which make up the content, respectively;
 - b) the personal data, pictures and information on third parties were placed and made available within the services as mentioned in § 9 of the Regulations legally, voluntarily and with the approval of the persons involved;
 - c) he gives his consent to the content as published by him to be inspected by other Clients (or Customers) and by the Seller, and he authorizes the Seller to make use of the content, free of charge, and pursuant to the provisions of these Regulations;
 - d) he gives his consent to his compositions to be further elaborated within the meaning of the Copyright Law and derivative laws.
3. The Client (or Customer) is not authorized:



- a) to publish any personal data and/or pictures of third parties – within making use of the services as mentioned in § 9 of the Regulations – with no permission which is required by the law and/or with no approval of the third parties involved;
 - b) to publish – within making use of the services as mentioned in § 9 of the Regulations – any advertising and/or promotional materials.
4. The Seller is responsible for the content entered by the Clients (or Customers) only when he is notified pursuant to § 11 of the Regulations.
 5. The Clients (or Customers) are prohibited from entering any content – within making use of the services as mentioned in § 9 of the Regulations – which could in particular:
 - a) be published in bad faith, e.g. with the intention to violate the personal interests of third parties;
 - b) violate any rights of third parties, inclusive of copyrights and derivative rights, industrial property rights, business secrets or secrecy obligations;
 - c) be offensive or constitute a threat to other persons, or which could contain words which break the principles of morality (e.g. vulgarisms or qualifications which are generally considered offensive);
 - d) be in contradiction to the Seller's interest;
 - e) violate in any other way the provision of the Regulations, good manners, rules of law, social standards or moral standards.
 6. When notified pursuant to § 11 of the Regulations, the Seller reserves the right to modify or to delete any content which has been entered by the Clients (or Customer) within making use of the services as mentioned in § 9 of the Regulations. That right is in particular applicable to any content which has been found – based on notifications from third parties or from suitable authorities – to violate the Regulations and/or valid official regulations. The Seller is not obliged to inspect any content entered on his website on a regular basis.
 7. The Client (or Customer) accepts that the Seller may make use within the website of his store of some content entered by him free of charge.

§ 11. Notification on potential and/or actual breach of rights

1. When a Client (or Customer), or any other natural person, or entity, finds any content published in the online store website as violating his/her/its rights, personal interests, principles/standards of morality, feelings, religious beliefs and opinions, rules of fair competition, know-how, legally protected secrets and/or secrets which result from secrecy obligations, he/she/it may notify the Seller on the potential breach.
2. The Seller, when notified on any potential breach, shall immediately take any action to remove from the online store website any content which could make the reason for breach.

§ 12. Personal data protection

1. The Seller is in charge of administration of the Clients' (or Customers') personal data which have been transferred to him voluntarily via electronic means, or in any other way, when placing orders with the store, or when taking advantage of the services offered by the Seller, or otherwise as provided for in the Regulations.
2. The Seller will process the Clients' (or Customers') personal data to execute the orders, to provide online services, or for any other purpose as defined in the Regulations. The data will be processed only on the grounds of the legal provisions or based on the Client's (or Customer's) consent, pursuant to the valid rules of law.
3. The data set available to him shall be registered with the Inspector General for Personal Data Protection.
4. The Client (or Customer) will transfer his personal data to the Supplier voluntarily. However, if the Client (or Customer) refuses to deliver some of his specific data, the order will not be placed, accepted and executed.



5. Everybody who transfers his personal data to the Seller has the right to access the data, to modify the data and/or to demand the data to be removed from the set. In some cases, stipulated by the law, he may also demand his data to be processed no longer.
6. The Seller shall make it possible to delete the personal data from the set he is in charge of, in particular when the User Account has been removed. The Seller may refuse to delete some personal data when a Client (or Customer) has not paid all his dues towards the Seller, or when he has violated some rules of the law and his data may be necessary to investigate that case and to establish his responsibility.
7. The Seller shall protect the personal data transferred to him and he shall use his best efforts to protect the data against any unauthorized access and any unauthorized use.
8. The Seller shall make the personal data available to the Carrier but only to the extent which is necessary to perform the Delivery.
9. When the Client (or Customer) prefers to pay by PayU, his personal data will be transferred (to the extent which is necessary to effect the payment) to PayU S.A., company with the seat of business in Poznań (60-166), ul. Grunwaldzka 182, entered in the Register of Entrepreneurs kept by the District Court in Poznań – Nowe Miasto and Wilda, VIII Commercial Department of National Court Register, at the entry: KRS 0000274399.

§ 13. Termination of agreement (not applicable to Sale Agreements)

1. Both the Client (or Customer) and the Seller may terminate any agreement on online services, at any time and giving no reason(s), without prejudice, however, to the other party's rights which have been acquired before termination. Additionally, the provisions as below will stay valid and will have to be observed.
2. The Seller will terminate the online services agreement by sending to the Client (or Customer) his declaration of will; said declaration to be e-mailed to the e-mail address as specified by the Client (or Customer) when he enjoyed the service(s).

§ 14. Final provisions

1. The Seller will be responsible for his non-performance or improper performance of the Agreement. In the case of the Client companies, the Seller will be held responsible only for the damage(s) intentionally caused by him, and to the extent of actual loss(es) incurred by the Client.
2. The wording of these Regulations may be transcribed at any time by printing it out, by recording it to a data carrier, or by downloading it from the online store website.
3. In case of any dispute which is based on the Sale Agreement, the parties will do their best to resolve that dispute amicably. The law having jurisdiction over any dispute(s) arising from the Regulation is the law of Poland.
4. Each Client may take advantage of out-of-court procedures to resolve his complaint(s) and/or to assert his claim(s). Within that field, he may make use of mediation. The lists of regular mediators and existing mediation centers are available from the relevant Regional Courts. Each Consumer may also take advantage of out-of-court procedures to resolve his complaint(s) and/or to assert his claim(s). To this effect, he should submit his complaint to the EU Online Dispute Resolution platform (<http://ec.europa.eu/consumers/odr/>).
5. The Seller reserves the right to change and/or modify the Regulations. All orders accepted by the Seller before the date when new Regulations become effective shall be executed in accordance with the version which was valid when the Client (or Customer) placed his order. Any modified version of the Regulations becomes effective after 7 days of its publication on the online store website. The Seller shall notify the Clients (or Consumers) 7 days before the new version becomes effective by sending his e-mail with the reference to that part of the Regulations which has been changed. When a Client (or Customer) does not accept the new wording of the Regulations, he is obliged to notify the Seller thereof, and the Agreement will be terminated in accordance with the provisions of § 13 of the Regulations.
6. The Regulations become effective as of 29 Aug. 2016.

