

## Online Shop Regulations for paterns.com

Hello!

Below are the Regulations governing the operation of our online store, [paterns.com](https://paterns.com). They comprise details concerning such issues as placing an order, concluding a sale contract, delivery and payments methods available in the shop, procedures for contract withdrawal or complaints.

The shop owner is Paterns sp. z o.o., NIP: 9522220811, KRS: 0000924382, REGON: 520062040, Adres: Zambrowska 10a/9, 04-642 Warszawa

You can contact us any time via e-mail at [hello@paternsfamily.com](mailto:hello@paternsfamily.com) or call us at **+48606938663**

Enjoy your shopping with us,  
**paterns**

### § 1 Definitions

The following terms have the meaning hereby assigned to them:

- 1) **Customer** – a natural person who concludes a sale contract which is not directly related its business or professional activity, with the Seller,
- 2) **Buyer** – a natural person, legal person or legal person with limited legal capacity,
- 3) **PayPal** – the online payment system provided by PayPal (Europe) S.à r.l. et Cie, S.C.A. (R.C.S. Luxembourg B 118 349),
- 4) **Przelewy24.pl** – the electronic payment service under the brandname “Przelewy24”, used by PayPro SA, ul. Kanclerska 15, 60-327 Poznań, tel. +48 (61) 642 93 44, WWW: [www.przelewy24.pl](http://www.przelewy24.pl), e-mail: [serwis@przelewy24.pl](mailto:serwis@przelewy24.pl); PayPro SA – a company entered as a Polish payment institution (krajowa instytucja płatnicza) in the register of Polish payment institutions kept by the Polish Financial Supervision Authority (Komisja Nadzoru Finansowego) under number UKNF IP24/2014,
- 5) **Shop Regulations** – the hereby Regulations, also available at <https://paternsfamily.com/regulamin>,
- 6) **Shop** – the online shop available at <https://paternsfamily.com>,
- 7) **Seller** – Paterns sp. z o.o., NIP: 9522220811, KRS: 0000924382, REGON: 520062040, Adres: Zambrowska 10a/9, 04-642 Warszawa

### § 2 Preliminary Provisions

1. The Seller conducts retail activity via the Shop, which includes rendering online services to Buyers. With the intermediary of the Shop, a Buyer can purchase the products displayed on the Shop website.
2. The Regulations define the terms and conditions governing the manner in which the Shop is to be used, as well the rights and obligations of the Seller and Buyers.

3. To use the Shop, this including in particular making a purchase, no specific technical requirements concerning the computer or other device implemented by a Buyer for that purpose must be met. However, the requirements that must be met are:
  - 1) Internet access,
  - 2) standard operating system,
  - 3) standard web browser,
  - 4) active e-mail.
4. Buyers may not make a purchase at the Shop anonymously or under a fake name.
5. No content of illegal nature may be delivered while using the Shop, in particular this pertains to sending such type of content via the forms available at the Shop.
6. All product prices as shown on the Shop website are gross amounts.

### § 3

#### Online Services

1. The Seller, through the Shop, renders online services to Buyers.
2. The main type of services rendered online to Buyers by the Sellers involve solutions to facilitate placing an order at the Shop. Buyers can place orders without setting up an account with the Shop.
3. If a Buyer undertakes to set up a user account with the Shop, the Seller's online services to Buyers will also include establishing and maintaining a user account. Such account comprises the Buyer's data and a history of orders placed by them at the Shop. Buyers log in the Account using their e-mail address and a password they have provided.
4. A user account is set up by filling in the registration form and then delivering it via the Shop's automated mechanism. Once the registration form is sent, the Buyer and the Seller enter into a Shop's user account maintenance agreement. The agreement is concluded for indefinite period of time, and the Buyer may terminate it with immediate effect at any time by deleting the account.
5. The Seller is also entitled to terminate the account maintenance agreement with immediate effect if the Buyer uses the Shop in an illegal manner, or in a way contrary to common standards of decency or against the Regulations, in particular when the Buyer:
  - 1) uses the Shop in a manner detrimental to the Shop's normal operations,
  - 2) uses the Shop in a manner that obstructs the use of the Shop to other users,
  - 3) the personal data provided in the account is untrue,
  - 4) uses the Shop's forms to send illegal content, in particular such that is obscene, offensive, discriminating, incites aggression or hate.
6. The online services rendered to Buyers are free of charge. Subject to payment, however, are the sale contracts concluded via the Shop.
7. In order to ensure Buyers' safety and the safety of data transferred when using the Shop, the Seller undertakes the technical and administrative measures that are appropriate to cater with the possible threat to the security of the services rendered, in particular this pertains to security means aimed to prevent personal data from unauthorised access and modification.

8. The Seller undertakes all reasonable effort to ensure the Shop is fully operational. Buyers should notify the Seller of any irregularities or interruption in the Shop's operation.
9. All complaints related to the Shop's operations should be reported by Buyers via e-mail to: [hello@paternsfamily.com](mailto:hello@paternsfamily.com). Complaints should include the Buyer's full name, correspondence address, the type and date of irregularity in the Shop's operation. The Seller will review all complaints within 14 days after receiving them and will inform the client\_about the result of the review to the e-mail address of the entity making the complaint.

#### **§ 4** **Placing Orders**

1. Buyers can place orders both as a registered customer or as a guest.
2. A registered Customer is a Buyer who has a user account set up for them with the Shop. Buyers can set up user accounts in the "[Set up an account](#)" tab or when placing an order.
3. To place an order, a Buyer should:
  - 1) choose a product or products that make up the order by clicking "[Add to cart](#)" – some products require the Buyer to select the desired size before they are added to the shopping cart,
  - 2) click "[Order now](#)" in the cart view,
  - 3) fill in the order form, progressing through all its parts, provide the data necessary to complete the order, select the manner of delivery and payment method,
  - 4) familiarize him/herself with the Regulations and accept them - a Buyer accepts the Regulations only after reading the document and only if he/she in fact accepts its provisions; accepting the Regulations is a voluntary act, yet it is necessary if a Buyer intends to place an order,
  - 5) click on "[Order and Pay](#)".
4. If a Buyer chooses to pay for their order via online payment methods, after they click on "[Order and Pay](#)" they will be transferred to [Przelewy24.pl](http://Przelewy24.pl) or PayPal transaction services, where they should pay for the order. Having made the payment, a Buyer will be redirected back to the Shop website and displayed a confirmation of the order. It is at that moment that the Buyer and the Seller enter into a sale contract concerning the products in the order.
5. If a Buyer chooses to pay for their order in a manner different than via online services, after they click on "[Order and Pay](#)", they will be redirected to a page displaying a confirmation of the order. It is at that moment that the Buyer and the Seller enter into a sale contract concerning the products in the order.
6. Buyers must provide true personal data in the order form. A Buyer who provides untrue personal data will be held responsible for such act. The Seller has the right to suspend completion of the order if the Buyer has provided untrue personal data or if the Seller has justified doubt as per the veracity of such personal data. In such event, the Buyer will be informed via telephone or e-mail about the Seller's doubts. In such situation, the Buyer has the right to clarify the circumstances related to the provided data. In the event the data necessary to enter the contract with the Buyer is insufficient, the Seller will

provide all necessary explanation in reply to the Buyer's communication.

7. Buyers confirm that all data provided by them in the order form is true - the Seller is not obliged to verify the correctness or veracity of the data, even though such right is vested in the the Seller under point 6 above.

## **§ 5 Delivery and Payment**

1. Buyers have the the following choice of delivery methods concerning orders placed with the Shop:
  - 1) courier delivery (approximate delivery time: 3 business days from completion of the order),
  - 2) postal service (Poczta Polska) for deliveries in Poland (approximate delivery time: 3 business days from completion of the order),
  - 3) postal service (Global Express) outside Poland (approximate delivery time: 7 business days from completion of the order).
2. Details concerning the mode and cost of delivery are available at <https://paterns.com/dostawa-i-platnosci>. Delivery cost is also presented to the Buyer as part of the ordering procedure. The cost of delivery is borne by the Buyer, unless otherwise specified by the Seller on the Shop website.
3. Buyers have the following choice of payment for the ordered goods:
  - 1) online payment serviced by PayPal,
  - 2) bank transfer to the Seller's account.

## **§ 6 Completion of Order**

1. After a Buyer places an order in accordance with the procedure defined in § 4 of the Regulations, an order confirmation is sent to the e-mail address of the Buyer.
2. If a Buyer chooses to pay via a bank transfer to the Seller's account, he/she will do so within 2 days after conclusion of the contract.
3. Completion of an order consists in preparing the ordered goods for delivery to the Buyer. An order is deemed complete when the order is prepared to be transferred to delivery.
4. The time needed for completion of an order is specified in product description.
5. If an order comprises more than one product, the time needed for completion of an order is the longest period of time of those specified in the descriptions of products making up the order.
6. If a Buyer chooses to pay online or via bank transfer to the Seller's account, the time needed for completion of order counts from the moment the order is paid for. If payment on delivery has been chosen, the the time needed for completion of order counts from the moment the contract is concluded.
7. After an order is complete, the Seller sends an order completion notification to the e-mail address of the Buyer and then proceeds to dispatch the ordered items to the

Buyer.

## **§ 7**

### **Customer's Withdrawal from Contract**

1. A Consumer who concluded a distance contract with the Seller has the right to withdraw from such contract with no need to specify the reasons for doing so within 14 days after taking possession of a contracted item by the Consumer or any third party appointed by the Consumer, other than the entity delivering the item.
2. In order to withdraw from a contract, the Consumer must inform the Seller about their decision to withdraw in an explicitly expressed statement - such as a letter sent by traditional mail or e-mail.
3. A Consumer may choose to use the contract withdrawal form available below, but this is not obligatory.
4. For the contract withdrawal deadline to be met, the Consumer should notify of the fact of exercising his/her right to withdraw from the contract before the deadline for withdrawal.
5. In the event of contract withdrawal, the Seller refunds to the Customer without delay all payments received from the Customer, and no later than 14 days after the day on which the Seller was informed that the contract withdrawal right has been exercised.
6. If the Seller does not suggest collecting the item in question from the Customer's whereabouts, he/she may withhold the refund until the item is delivered back or until the Customer submits a proof of dispatching it, whichever comes first.
7. Consumers bear the direct costs of returning an item.
8. Consumers are held responsible for any impairment to the value of the item resulting from using the item in a manner beyond whatever is indispensable to identify the nature, features and mode of the item's operation.

## **§ 8**

### **Liability for Defects**

1. The Seller undertakes to ensure that the product delivered to the Buyer is free of any defects.
2. The Buyer may hold the Seller liable for any physical and legal defects of a product (warranty for defects).
3. The scope, terms and conditions of such liability are regulated by law. The Buyer is entitled to request removal of the defect, replacement of the item with another one and free of defects, to declare reduction of price or withdrawal from the contract of sale.
4. If a Buyer detects a product defect, they should immediately inform the Seller of that fact, specifying the claim related to the detected defect or by making a chosen type of declaration.

5. A Consumer may use the complaint form available below, yet this is not obligatory to make a complaint.
6. The Seller reviews the Buyers' complaints within 14 after the receipt of the complaint and contacts the Buyer via the same means of communication that the Buyer first used to make the complaint to inform them about the outcome of the review.

## **§ 9**

### **Personal Data and Cookie Files**

The manner in which personal data is processed and how cookie files are used is defined in detail in the Privacy and Cookie Files Policy available at [https://paterns.com/polityka\\_prywatnosci](https://paterns.com/polityka_prywatnosci)

## **§ 10**

### **Amicable Resolution of Complaints and Claims**

1. The Seller agrees that any potential disputes that may arise in connection with the concluded contracts are resolved by way of mediation. All necessary details of such procedure will be defined by parties in dispute.
2. The Customer may opt for out-of-court amicable resolution of complaints and claims. Inter alia, the Customer may:
  - 1) have recourse to a permanent amicable consumer tribunal for resolution of a dispute arising in connection with a concluded contract,
  - 2) have recourse to the provincial inspector of the Trade Inspection (Inspekcja Handlowa) for mediation procedure in view of amicable resolution of a dispute between a Customer and the Seller,
  - 3) consult a local consumer advocate or a social organization which by its charter aims to protect the rights of consumers.
3. Moreover, Consumers may make use of the ODR platform available at <http://ec.europa.eu/consumers/odr>. The platform is a solution supporting resolution of disputes between consumers and business owners, aiming to settle disputes concerning contractual obligations under online sale or services agreements out of court.

## **§ 11**

### **Final Provisions**

1. The Seller has the right to both introduce and cancel offers, promotional activities and modify prices of the products put up for sale at the Shop without any prejudice to the Buyer's acquired rights, this in particular pertains to the terms and conditions of contracts concluded prior to such modifications.
2. The Seller has the right to modify the Regulations. Contracts concluded prior to a modification in the Regulations will be governed by the Regulations in force at the time of such conclusion.
3. Buyers who have a user account set up with the Shop will be informed of any changes to the Regulations via e-mail address they provided. If a Buyer does not accept modified

Regulations, they have the right to terminate the user account maintenance agreement by removing the account or notifying the Seller by way of a statement expressed in any form, informing the Seller about the decision to terminate the user account maintenance agreement .

4. These Regulations become enforceable on 1 December 2017..
5. All previous versions of the Regulations are available for download in the .pdf format – find links below the Regulations.