

## REGULATIONS OF THE ONLINE SHOP WWW.ARTISVISIO.PL

### INFORMATION ABOUT THE COMPANY:

The online shop - website address [www.artisvisio.pl](http://www.artisvisio.pl) – operated by CNRE Sp. z o.o. with headquarters in Bielsko Biała 43 – 300, 60 Krakowska Street, a Tax Identification Number NIP 9372670747, REGON 243635256, registered into entrepreneur's register of the National Court Register kept by District Court in Bielsko Biała No. KRS 0000519376. Its initial capital PLN 5 000.

e-mail: [biurocnre@gmail.com](mailto:biurocnre@gmail.com)

telephone no.: +48791289599 or +48 695056835

### GENERAL INFORMATION:

1. The online shop of the company CNRE Sp. z o.o. sells goods to natural or legal people and to subjects with no legal personality.
2. All prices given in the offer sent to the client are net (they do not include VAT tax) and they are denominated in Polish zloty (PLN). The given prices do not include costs of delivery.
3. VAT invoice is a sales note.

### DESCRIPTION AND PHOTOS OF THE PRODUCTS:

1. All information concerning goods, other informative or commercial materials and information from [www.artisvisio.pl](http://www.artisvisio.pl), directed to consumers and potential clients are not an offer within the meaning of the national law, they are only an invitation to negotiate.
2. The purpose of the photos presented on the producer's website is to provide general image and may be different than the actual product. It does never affect its properties.
3. Information about products is not information about their availability.

### § 1 ORDERS:

1. Orders can be made via the website [www.artisvisio.pl](http://www.artisvisio.pl), as well as via e-mail: [biurocnre@gmail.com](mailto:biurocnre@gmail.com), or via telephone: +48791289599, +48 695056835.
2. The prerequisite for realization of the order is proper filling in the order form, containing exact specification of the product, especially:
  - a) type of the product,

- b) its colour
- c) finish of the surface,

according to Seller's offer, and advance payment of 30% of order value to the account specified on the pro forma invoice issued by the Seller. In case of orders below PLN 2 000 gross, it is required to pay 100% of order value. The rest of payment should be settled before delivery.

3. The sale agreement is concluded in the moment of sending pro forma invoice by shop service.
4. The prerequisite for realization of the order is providing complete data in the order form, i.e. name, surname, data necessary to issue an invoice, delivery address or information about its collection and e-mail address, telephone number, enabling verification of reliability of placed order.
5. Orders can be placed 24 hours a day, 365 days a year. Orders placed on weekday after 3 pm, on Saturdays, Sundays and holidays will be investigated from 9 am next business day.
6. The shop can refuse realizing the order in case of:
  - a) incorrect or partially filled the order form (it concerns orders placed via electronic way),
  - b) if in determined period of time the payment in a proper amount is not transferred,
  - c) if the consignment is not collected from the courier.
7. Time of realizing the order is counted from the date of receipt of advanced payment at the account of the Seller and it is 31 business days, unless in the mode of accepting the offer the Seller will check other date of performing the service or delivery of the product. Date of realizing the order is the date of placing the product at client disposal or sending the consignment to the client. In case of technical problems connected with production of the order, the time of delivery given above can be extended. The Seller is not obliged to inform the Client about ensuing situation.
8. The shop reserves the right to withdraw some products from the sale, change prices of the products and services, organize and cancel promotion campaigns.
9. The consignment is delivered to the address provided by the Client in the order form. Proof of purchase in the form of VAT invoice is sent via e-mail or mail to the address provided in the order form.

## § 2

### PAYMENT:

1. The purchaser, on the basis of the pro forma invoice or advance invoice, will pay the rest of the product's price by transferring the money into the account held at ....., account number: .....
2. The shop reserves the right to refuse realization of the order at every stage of its realization, in case of unavailability of ordered product, impossibility of its production or because of other important economical or logistical reasons. Especially if because of mistake or technical defect, obvious and gross incompatibility of the price or calculation and incompatibility of demonstrated product and reality occurs.
3. In the case referred to in paragraph 3, all payments made by the Client are refunded. The Client will not lay claims regarding them.
4. If the ordering party delivers a service on behalf of another person, the ordering party agrees to transfer its debt towards Artis Visio to the investor/third party on behalf of which it delivers the service.

Transfer includes a price of a product and all ancillary costs incurred in completing the order, which were borne by Artis Visio.

5. In case of the orders on an industrial scale/ substantial quantities or investments spread over time, Artis Visio will determine maximum limit of merchant credit for the ordering party. The limit is the maximum nominal value of VAT invoices issued for the products and/or services to the ordering party. If the limit determined by Artis Visio is exceeded, further deliveries of materials may be stopped until the back payments will be settled to 60% of determined limit. The average value of merchant credit is PLN 15 000.

### § 3 DELIVERY:

1. The shop delivers consignments to the buyer via courier or using its own transport.
2. There is a possibility of personal takeover of goods in Artis Visio production company, i.e. 56 Centralna Street in Kobiór.
3. At the time of takeover of the goods it should be checked if it matches an invoice and an order and if it is not damaged.
  - a) If the goods are damaged or lacking, a damage report or report of discrepancies should be prepared in the presence of a driver.
  - b) exchange of goods for full value takes place only on the basis of a damage report or report of discrepancies signed by a courier or a driver.

### § 4 ORDER CANCELLATION:

1. After sending standard order, it can be withdrawn the same day before 5 pm or the next business day not later than till 12 am via phone or e-mail.
2. The orders which have already been sent to the ordering party cannot be cancelled.
3. If goods are sent COD and they are not received, the buyer will be encumbered with the costs of shipment in both ways.

### § 5 COMPLAINT:

1. Complaints are submitted in writing to the company CNRE Sp. z o.o. with headquarters in 60 Krakowska Street in Bielsko Biała 43 – 300. Complaint procedure can be launched only on a basis of VAT invoice, receipt or other financial-accounting document.
2. If the complaint is unjustified or if damage to the goods are caused by the Buyer, all costs of complaint procedures are covered by the Client.
3. The photos presented on the producer's website may be different than the actual product and therefore they cannot be grounds for complaint.
4. The Buyer is obliged to submit a complaint to courier if the consignment or its packaging is damaged. In that

case, the Buyer is obliged to draw up a damage report using courier form and send copy of that form to the Seller: [biurocnre@gmail.com](mailto:biurocnre@gmail.com), otherwise the claim will be rejected.

5. Artis Visio will inform the Buyer about the manner and the way of complain proceeding in writing within 14 days counting from the day of receiving a damage report of consignment or an Artis Visio complaint form. On each call the Buyer is obliged to make defective goods in delivery accessible to the Seller for inspection. If the goods were processed or used, the responsibility of the Seller for defects of goods ensuring from guarantee and warranty ceases.
6. If in Artis Visio opinion, there is a need to prepare expertise in order to identify defects, than the Seller will state its opinion concerning defects of goods after receiving appropriate expertise, and in that case expiration of the period of 14 days for complaint handling does not automatically entail its acceptance.
7. If the complaint is accepted, the Seller can exchange the goods for new or remove defects, as they see fit. If a complaint is handled in the way indicated above, than further claims for compensations by the Buyer are not possible.
8. If only some among sold goods are defective and they can be separated from the goods without defects, the Buyer's right to cancel or terminate the order is limited solely to defective goods.
9. Until the complaint is finally settled, the Buyer is obliged to store the goods under the complaint in appropriate way to prevent their potential damage or shortages in accordance with requirements presented in Product Catalogue Sheet.
10. If the Buyer withdraws from the contract concerning order realization because of physical defects or requires exchange of defective goods to non-defective goods, he/she cannot send the goods back without the prior written consent of the Seller.
11. Complaint submitted by the Buyer does not cease payments in due to Artis Visio for sold products.
12. Value of claim ensuring from the warranty cannot be higher than value of goods under complaint.
13. The procedure of dealing with complaint shall be launched after 100% of the ordered goods' value is paid by the Client.

## § 6

### WARRANTY, GUARANTEE AND RETURNING GOODS:

1. In each case, all products are covered by 12 month warranty of the Seller.
2. The Buyer has a right to make a complaint of quality or quantity defects or disturbance of product's substance on a day of receiving the goods, via e-mail: [biurocnre@gmail.com](mailto:biurocnre@gmail.com) If a physical defect is noticed before elapse of two years from the day of delivering a product to the Buyer, then Artis Visio takes responsibility ensuring from guarantee.
3. Hereby the Seller's liability for physical and legal defects of a product ensuring from the guarantee is excluded, in reference to persons conducting business activity (entrepreneurs). Artis Visio's liability ensuring from the guarantee is also excluded if the Buyer fixed goods without the prior written consent of the Seller.
4. Complaints concerning: quality of goods, aesthetics and measurements shall be considered excluding the features indicated below, features indicated in the Product Catalogue Sheets and in the warranty. Aesthetical features of architectural concrete are naturally variable and all streaks, gaps and their composite nature and variability of occurring are typical for the material and highlight its character. Artis Visio products may be different in size in conformity with parameters indicated in conditions of warranty. Because of differences in weather conditions, including storage conditions provided by the Client, particular batches of products may have variable aesthetical and visual qualities and variable gaps on the edges or on the corners.

5. In every case, a proof of purchase of the goods is an element of warranty.
6. Until the complaint is finally settled, the Buyer is obliged to store the goods under the complaint in appropriate way to prevent their potential damage or shortages.
7. If the Buyer withdraws from the contract concerning order realization because of physical defects or requires exchange of defective goods to non-defective goods, he/she cannot send the goods back without the prior written consent of the Seller.
8. Value of claim ensuring from the warranty cannot be higher than value of goods under complaint
9. Complaint submitted by the Buyer does not cease payments in due to Artis Visio. Launching complaint procedure is not ground for termination or withdrawing from the contract/ order by the Buyer.
10. The Seller does not take responsibility for the matters connected with improper use of bought material. The Buyer alone shall bear the risk of allocating and using goods under contract. All possible information provided in the given scope by the Seller are gestures of goodwill and they cannot be treated as a basis for particular usage.
11. If the complaint is unjustified or if damage to the goods are caused by the Buyer, all costs of complaint procedures are covered by the Client.
12. According to Article 30 of the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2004.827), the Client has a right to return the ordered goods without giving a valid reason within 10 days of the date of delivery, by submitting appropriate written declaration. (Attachment no 1)
13. In the event of withdrawal from the contract without giving a valid reason, the Client is obliged, at his own expense, to return the bought goods, sending them to CNRE sp. z o.o., 56 Centralna Street, Kobiór.
14. According to Article 38 (3) of the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2004.827), the possibility of withdrawing from the contract or returning the goods without giving a valid reason does not apply to non-prefabricated goods, goods made to special order, to the consumer's specifications' or goods made on the basis of an individual choice or decision by the consumer.
15. In the event of withdrawal from the contract, the money shall be returned in cash or shall be transferred to bank account indicated by the Client within 14 business days, counting from the moment of receiving undamaged return delivery.
16. The Client is obliged, on receipt of the goods, to check if the ordered product has not been damaged during transport. If the consignment's packaging is damaged or seals are removed, the consignment should not be collected. Check of the consignment's content on receipt of the goods is a necessary condition for considering a claim for loss or damage of a consignment during transport. In that case, one should draw up damage report in courier's presence and contact the Seller in order to clarify the situation.
17. All claims for damaged consignment can be accepted only with attached damage report drew up with courier from delivery company, which delivered the consignment. Preparing the report over subsequent days does not guarantee claim acceptance. Collecting the consignment without objections causes expiration of claims for damage of goods! (Article 76 of the Act on Transport Law). If mechanical damage, stretches, dents etc. are recognized later, the Shop does not bear responsibility.
18. According to Article 34 (4) the Client is responsible for decrease of the value of the goods caused by inappropriate use – beyond the extent necessary to establish the nature, characteristics and the functioning of the goods.

## § 7

### PROTECTION OF PERSONAL DATA:

1. Personal data recorded in the shop's database is processed only for its own purposes and it is not available to third parties. The data is stored with appropriate care and properly protected from access by unauthorized persons, in accordance with the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws 1997 No. 133 pos. 883).
2. The Buyer agrees to the processing and use of his personal data for the shipping and informative purposes. (information including new products and sales in our shop).
3. The Buyer has the right to access his personal data, amend them and demand them to be removed from the Shop's database.

## § 8

### FINAL PROVISIONS:

1. Filing an order is tantamount with acceptance of hereby Regulations.
2. The Entity running the Shop shall not be liable for any interruption in the use of online shop resulting from technical reasons (maintenance, inspection, hardware replacement etc.) or other reasons beyond its control.
3. These Regulations shall enter into force and become applicable on the date of publication on the Shop's website: [www.artisvisio.pl](http://www.artisvisio.pl) and it is valid indefinitely.
4. The Entity reserves the right to amend the Regulations.
5. In matters not regulated by the Regulations, the provisions of the Civil Code, of the Act on Consumer Rights and of the Act on the Protection of Personal Data shall apply.

**Attachment no 1 – Withdrawal from a distance contract**

.....  
Place, date

**CNRE sp. z o.o.**  
**60 Krakowska Street**  
**43-300 Bielsko-Biała**

Name and surname of client.....  
Address: .....

**Statement on withdrawal from a distance contract**

Pursuant to Art. 27 of the Act of May 30, 2014 on Consumer Rights (Journal of Laws June 24, 2014), I/we hereby announce that I/we withdraw from the sale agreement dated ..... with regard to the following goods.....

The refund should be issued to the bank account held at ..... account no. ....

At the same time I/we inform you that the goods I/we bought, will be returned under conditions laid down in the Regulations of CNRE sp. z o.o.

.....  
Signature

**CONTRACT OF SPECIFIC WORK**

Concluded in ..... on ..... 20....., by and between:  
.....  
.....

hereinafter referred to as **the Ordering Party**,

**a**

CNRE Sp. z o.o. with headquarters in Bielsko Biała 43 – 300, 60 Krakowska Street, a Tax Identification Number NIP 9372670747, REGON 243635256, registered into entrepreneur’s register of the National Court Register kept by District Court in Bielsko Biała No. KRS 0000519376. Its initial capital PLN 5 000.

hereinafter referred to as **the Contractor**

**The preamble**

This contract is to complete and harmonise all of the current arrangements made between two Parties and thus replaces them. The contract specifies rights and obligations of the parties, as well as principles and specification of completing the subject of the contract in accordance with guidelines submitted by the Ordering Party.

The Parties (referred to collectively as the ‘Parties’ or individually as a ‘Party’) hereby agree as follows:

**§ 1**

1. The Ordering Party commissions and the Contractor undertakes to perform the following specific work in accordance with the Ordering Party’s specification:

.....  
.....  
.....  
.....  
.....

2. Materials necessary for completion of the Specific Work made of architectural concrete in accordance with material’s specification, described in the Product Catalogue Sheet, shall be provided by the Contractor.

**§ 2**

The Contractor represents that it possesses relevant qualifications, subject matter preparation, license and experience for the performance of the Specific Work in accordance with the Ordering Party’s specification.

**§ 3**

If goods are made to special order, to the Ordering Party’s specifications, the possibility of withdrawing from the contract or returning the goods without giving a valid reason is ceased (Article 38 (3) of the Act of 30 May 2014 on Consumer Rights, Journal of Laws 2004.827).

**§ 4**

Payment of the advance referred to in paragraph 6 point 2 is the necessary condition for starting the performance of the Specific Work by the Contractor. It should be transferred to the bank account held at ..... account no. ....

**§ 5**

The Contractor has a right to entrust performance of the Specific Work to another person, but he shall be liable to the Ordering Party for this person's acts as for his own.

**§ 6**

1. For the performance of this contract and the transfer of ownership to the Ordering Party, the Contractor shall get the remuneration of PLN ..... net (say: .....)
2. The Ordering Party is obliged to pay an advance of 30% of the work's value (or deposit fixed by the Contractor) transferring it to the account given in the pro forma invoice issued by the Contractor.
3. The Ordering Party shall pay the remaining remuneration by a bank transfer or by cash, on the basis of a bill issued by the Contractor, on the date of collecting or shipping of the Specific Work.
4. The remuneration referred to above shall comprise the performance of the Specific Work and the transfer of ownership to the Ordering Party.
5. Payment of the total remuneration stipulated in the contract is the necessary condition for shipping and releasing of the Specific Work to the Ordering Party.

**§ 7**

The amount given in paragraph 6 is the total remuneration of the Contractor for the performance of the Specific Work and the transfer of ownership to the Ordering Party.

**§ 8**

In case of improper performance of the contract by the Contractor, the Ordering Party is first obliged to carry out the complaint specified in paragraph 6 of the Regulations of the online shop. It is available on: [www.artisvisio.pl](http://www.artisvisio.pl)

**§ 9**

Amendments to this contract shall be made in writing in order to be effective.

**§ 10**

All matters unregulated herein shall be governed by the provisions of the Civil Code.

**§ 11**

Any disputes arising from this contract, excluding consumers, shall be examined by a competent common court having jurisdiction over the seat of the Contractor.

**§ 12**

The contract has been prepared in two identical copies, one copy for each party.

.....

**The Ordering Party**

.....

**The Contractor**