

Shop rules mens-pants.eu

§1 Definitions

If in the content of the Shop Regulations "mens-pants.eu" is not stated otherwise, the following expressions used in its content have the following meanings:

1. Regulations - these Store Regulations „mens-pants.eu”.
2. Shop - online store "mens-pants.eu" at the Internet address: <https://mens-pants.eu/>,
3. **Seller** - Bronisława Szczygiel conducting business activity on the basis of an entry into the Central Business Activity Register under the name Zakład Krawiecki Bronisława Szczygiel with its registered office in Krakow, ul. Ludowa 6, 30-544 Krakow, Republic of Poland NIP 6791007176, REGON 350756273 e-mail address: szczygiel@szczygiel.pl telephone number: +48 691373106
4. **Product - moving products in the Store's offer.**
5. **Buyer** - person:
 1. interested in products on the Store's offer,
 2. placing an order for products on the Store's offer,
 3. submitting a complaint of a previously ordered product.
6. **Consumer** - The **buyer** who is a natural person making a legal transaction with the **Seller** not directly related to his business or professional activity
7. **Order** – a purchase offer submitted by the **Buyer** to the **Seller** (within the meaning of art. 66 § 1 of the Civil Code).
8. **Customer Service Office** – specialized organizational unit of the **Seller** dealing with handling **orders** placed by the **Buyers**.
9. **Account** – Buyer's individual account in the Store, in which the Buyer gives his sign (login), sets a password to secure access to the Account and indicates his contact details. Orders may be placed via an Account or by indicating contact details during the order placement process.
10. **Newsletter** - information bulletin kept in electronic form by the Seller.
11. **Statute** - Consumer Rights Act of May 30, 2014. ([Dz.U. z 2014 r. poz. 827](#)).

§2

General information

1. The Regulations define the terms and conditions for the sale of Products by the Seller to the Buyer via the Store.
2. The buyer can only be:
 1. A natural person with full legal capacity,
 2. Legal person,
 3. An organizational unit without legal personality, if it has the capacity to perform legal acts under separate regulations.
3. Orders are processed by the Seller throughout the world. In the case of an Order carried out outside the European Union, the Buyer should become acquainted with the customs and tax regulations appropriate for the place of implementation. A buyer residing or having its registered office outside the European Union bears the costs of customs duties and additional tax charges applicable in his place of residence or registered office to the extent to which the Seller is not a payer under the mandatory provisions of law.
4. The store has the following language versions: Polish and English.

§3

The procedure for placing Orders

1. The Buyer selects the Product that interests him through the Account and by marking the "add to basket" cursor, choosing the quantity of the ordered Product and, if applicable, its size.
2. The Buyer, in case of ending the search for Products, via the "Shopping Cart" tab opens the order form in which:
 1. He reviews the Products selected by him,
 2. indicates the delivery country,
 3. indicates the method of delivery (Poczta Polska courier 48, Poczta Polska collection at the point or personal collection) while accepting its cost,
 4. Selects the payment method,
 5. Indicates your details, including the delivery address,
 6. accepts the Regulations and the Privacy Policy
3. Then, by selecting the cursor with the "Go to confirmation" option, the last check of the correctness of the placed Order is made.
4. Until the "Go to confirmation" option is selected, the Buyer may change the currency in which the payment will be made. Currency conversion is made automatically with a clear indication of the amount due to pay the currency.
5. Then, selecting the "Order with payment obligation" option with the cursor. ORDER "The buyer places the order, to confirm what the last tab" Order summary "is displayed, which indicates that the order has been correctly placed.
6. After submitting the Order, the Buyer receives a confirmation of placing an Order to the email address provided in the Order, along with a link to confirm it
7. If the status of the Order fulfillment allows it, the Buyer is entitled to modify the Order, after prior arrangement of this circumstance with the Seller in the manner specified in §10 of the Regulations
8. After placing the Order, the Buyer shall receive an e-mail address confirming the acceptance of the Order (acceptance by the Seller of the contract concluded by the Buyer) along with the confirmation of the price, data for payment and the expected date of delivery of the Product to the Buyer calculated in accordance z § 6.

§4

Telephone orders

1. The Buyer may place an Order (Order by phone) also by phone.
2. The Telephone Order follows the following procedure:
 1. The Buyer contacts the Seller directly by phone.
 2. The Seller shall establish with the Buyer the details of the Order and the Buyer's data, in particular the e-mail address.
 3. The Seller sends via e-mail to the address indicated by the Buyer a summary of the order together with these Regulations.
 4. The order is considered to have been submitted by the Buyer at the time of confirmation of arrangements made by the Seller in the manner specified in §4 point 2 c).
3. For further ordering by phone order the provisions apply accordingly §3.

§5 Conditions for the implementation of the Order

1. All product prices are given in Polish zlotys, euros, US dollars or pounds sterling (according to the Buyer's choice) and include VAT. In the case of shipment of Products outside the European Union, the final sale price may be reduced by the value of VAT.
2. The buyer bears the ordinary costs of using the means of distance communication in order to conclude a contract and is not charged with additional costs by the Seller.
3. The Seller informs the Buyer that the purpose of using the Store must have:

1. Windows / Linux operating system with graphic console or Mac OS,
 2. an active e-mail account,
 3. graphic card supporting horizontal resolution over 1024 px,
 4. one of the following Internet browsers: Internet Explorer version 7 or newer, Opera version 9 or newer, FireFox version 3 or newer version, Chrome version 10 or later, Safari 5,
 5. installed the latest versions of JAVA and Adobe Flash Player with javascript enabled.
1. The Seller declares that there is no code of good practice, because it does not officially operate in its industry, the Seller takes all actions with due diligence, in accordance with his knowledge and experience.
 2. The Buyer being a Consumer has the option of storing relevant information related to the Agreement in the following way:
 1. confirmation of the Order received to the indicated e-mail address,
 2. these Regulations are available in pdf version for download at the address https://meskie-spodnie.pl/uploads/webpage/en_US/TERMS.pdf?v1564048139 which will also be indicated in the order confirmation referred to in §3 para. 7 or in § 4 para. 2 let. c),
 3. the withdrawal form in the pdf version available for download at the address https://meskie-spodnie.pl/uploads/webpage/en_US/RIGHT2CANCEL.pdf?v1564044970, which will also be indicated in the order confirmation referred to in §3 para. 7 or sent in the manner indicated in § 4 para. 2 let. c).

§6

Deadlines for the completion of the Order

1. The Order shall be processed within 14 business days from the payment of the Buyer's payment on the Seller's account in the case of Orders executed in the Republic of Poland and 30 business days from the payment of the Buyer's payment on the Seller's account in the case of all other Orders. The approximate delivery time is indicated at the cursor position on the selected delivery option.
2. The buyer receives information on the email address indicated by him about the fact that the product has been sent to him
3. Delivery dates of Products with the characteristics indicated by the Buyer will be determined individually.

§7 Payment method

1. The data necessary for making the transfer and bank account number of the Seller shall be received by the Buyer after placing the Order and confirming it in the summary tab of the order using the "order and pay" button and the e-mail address provided by him in the process of placing the Order.
2. You can pay for the ordered products:
 1. in advance by bank transfer
 2. cash on delivery
 3. through the paypal payment system
3. The buyer can pay for the Order by making a payment:
 1. Within 2 days of placing the Order in full by transferring funds in the manner indicated in point 2 items 1 and 2.
 2. Cash on delivery - upon receipt of Products, for an additional fee of PLN 3 (courier's salary).
4. Payments can be made in PLN, euro, US dollars or pounds sterling, depending on the choice of the Buyer.

§8 Sale

The Seller shall, on the basis of separate Regulations, introduce periodic promotional campaigns for Products included in its assortment.

§9 Delivery of Products

1. The Order will be delivered to the address indicated by the Buyer via Poczta Polska SA, InPost S.A. or other postal or courier operators - the cost of delivery is indicated when placing the Order by the Buyer and results from the price lists of the entities providing these services, and the Seller does not charge the Buyer with additional fees on this account.
2. Regardless of the chosen method of delivery of the Order, the Seller via the message sent to the email address of the Buyer - informs the Buyer about the planned delivery date of the Order within 24 hours from the change of the status of the Order to "sent".
3. The cost of delivery and any other components of the price will be indicated to the Buyer before submitting the Order.
4. In the case of Orders placed by Consumers within the meaning of art. 221 kc, whose total value is greater than or equal to PLN 149, delivery and return of the Products are free only in the territory of the Republic of Poland. If the value of the Order decreases its value below the threshold indicated in the previous sentence, especially due to the Buyer's cancellation of a part of the Products, the cost of transport is PLN 11, and the Buyer is obliged to settle this amount with the Seller.
5. The return of Products referred to in point 4 is free only if it takes place via a courier indicated by the Seller. In order to take advantage of the possibility of a free return, you must notify the Customer Service Office via email or telephone

§10 Customer Service Office

1. The Customer Service Office, on behalf of the Seller, performs all duties related to the execution of Orders, in particular by accepting orders placed by the Buyers.
2. Customer Service Office in order to enable Buyers to easily obtain all required information, provides the following contact channels:
 1. Contact by mail at: Customer Service Office Zakład Krawiecki Bronisława Szczygieł, ul. Ludowa 6, 30-544 Krakow
 2. Contact by phone: +48 691373106
 3. Contact via email: szczygiel@szczygiel.pl

§11 Return of Products

1. The Seller undertakes to deliver Products free from physical and legal defects.
2. The Seller does not grant the Buyer a guarantee within the meaning of art. 577 §1 of the Civil Code.
3. Only the Consumer, pursuant to art. 27 of the Act, has the right to withdraw from the contract concluded remotely, without giving a reason and without incurring costs, subject to the costs indicated in art. 33, art. 34 of the Act within 14 days counting from the release of the Products, however, to comply with this deadline, it is sufficient to send a statement of withdrawal before its expiration, according to the following formula:

- Addressee: Zakład Krawiecki Bronisława Szczygiel with its registered office in Krakow, ul. Ludowa 6, 30-544 Krakow, Poland
- I (Consumer's name and surname) hereby inform about my withdrawal from the sales contract of the following: (indication of the Products)
- The date of the receipt of Products:
- Name and surname of the consumer (s):
- Consumer (s) address:
- Signature of the consumer (s):
- Date:

4. In the event of withdrawal from the contract, the contract is considered null and void.
5. The declaration on withdrawal from the contract may be submitted by the Consumer on a form, the specimen of which is indicated in para. 3, or according to the template, which constitutes Annex No. 2 to the Act, on the form provided by the Seller at the address https://meskie-spodnie.pl/uploads/webpage/en_US/RIGHT2CANCEL.pdf?v1564044970 or in another form consistent with the Act.
6. The consumer is obliged to return the item to the Seller immediately, not later than within 14 days from the date on which he resigned from the contract. To meet this deadline, it is sufficient to return the Products before its expiry.
7. The Seller shall, promptly but no later than within 14 days from the date of receipt of the declaration of withdrawal from the contract submitted by the Consumer, return to the Consumer all payments made by him, including the cost of delivering the item, but if the Consumer has chosen a delivery method other than the cheapest usual delivery method offered by the Seller, the Seller will not reimburse the Consumer for additional costs in accordance with Art. 33 of the Act.
8. The Seller shall refund the payment made by the Consumer with the same method of payment as the Consumer used, unless the Consumer has expressly agreed to a different method of reimbursement, which does not entail any costs for him.
9. The declaration of withdrawal from the contract may be submitted only in a written form.
10. The declaration of withdrawal from the contract before the Seller accepted the Order makes the offer submitted by the Consumer cease to bind it.
11. The Consumer returns the Products at its own cost, bearing direct costs of returning the Products.
12. The consumer is liable for a decrease in the value of the thing being the subject of the contract and resulting from using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of things.
13. The Seller shall withhold the return of the payment received from the Consumer until receipt of the item back or delivery by the Consumer of proof of its return, depending on which event occurs first.

§12 Complaints - general provisions

1. Complaints are considered by the **Customer Service Office**.
2. Complaints are processed within 14 days from the date of receipt of the **Buyer's** complaint.
3. Complaints may be submitted in the manner indicated in §10 of the **Regulations**.

§13 Seller's Responsibility

1. The seller is liable to the Buyers who are Consumers on the terms specified in art. 556 of the Civil

Code and subsequent physical and legal conflicts of the Products.

2. Seller based on art. 558§1 of the Civil Code completely excludes liability for physical and legal defects (warranty) towards Buyers who are not Consumers.
3. If the sold item has a defect, the Buyer may demand the exchange of things for free from defects or removal of the defect. The Seller is obliged to replace the defective product with one free of defects or to remove the defect within a reasonable time without excessive inconvenience to the Buyer.
4. The Seller may refuse to satisfy the Buyer's request if it is impossible to bring the defective item into conformity with the contract in a manner chosen by the Buyer or would require excessive costs compared to the second possible way to bring it into compliance with the contract. If the Buyer is an entrepreneur, the seller may refuse to exchange the item for one free of defects or remove the defect also when the cost of compensation for this obligation exceeds the price of the item sold.
5. The seller is liable under the warranty if the physical defect is found before the expiry of two years from the date of delivery of the goods to the Buyer.
6. A claim for the removal of a defect or replacement of the item sold for free from defects expires after one year from the date of finding the defect. If the Buyer is a Consumer, the limitation period may not end before the deadline set out in paragraph 5.
7. Within the time limits specified in subpara. 5, the Buyer may submit a declaration of withdrawal from the contract or a price reduction due to a defect in the sold item. If the Buyer requested the exchange of items for a defect free or defect removal, the period for submitting a declaration of withdrawal from the contract or for a price reduction begins with the ineffective expiry of the deadline for replacing the item or remedying the defect.
8. The expiration of the time limit for finding a defect does not exclude the exercise of rights under the warranty if the defect was concealed by the Seller.
9. When selling between entrepreneurs, the Buyer loses the warranty entitlement if he has not examined the item in time and in the manner accepted with such items and did not immediately notify the Seller about the defect, and if the defect appeared only later - if he did not notify the Seller immediately after its finding .
10. The seller is exempt from liability under the warranty if the buyer knew about the defect at the time of the sale contract.

§14 Personal data protection

1. Pursuant to the Act of 29 August 1997 on the Protection of Personal Data (consolidated text, Journal of Laws No. 101 of 2002, item 926, as amended), the Seller declares that the personal data of the Buyers are stored in the Seller's file which he is also the administrator of the Buyer's personal data.
2. The administrator of the Buyer's personal data is Bronislawa Szczygiel conducting business activity on the basis of an entry into the Central Business Activity Register under the name Zaklad Krawiecki Bronislawa Szczygiel with its registered office in Krakow, ul. Ludowa 6, 30-544 Krakow.
3. The buyer has the right to access their data and correct them on the terms set out in the privacy policy.
4. The privacy policy can be found at the address: <https://mens-pants.eu/webpage/privacy-policy.html>.

§15 Newsletter

1. The buyer is entitled to receive the Newsletter free of charge.
2. The Buyer may sign up to receive the Newsletter when registering an Account or when placing an Order selecting the option: "Subscribe to the newsletter"
3. The condition for receiving the Newsletter is the voluntary consent of the Buyer by consenting to the processing of their personal data in this regard.
4. The Buyer may at any time opt out of receiving the Newsletter in such a way that:
 1. send a request for removal from the Newsletter list to szczygiel@szczygiel.pl,
 2. or in any newsletter received, the cursor will choose to opt out of receiving the newsletter by

selecting the appropriate automatic link to the Seller's website.

§16 Legal reservations

1. The Buyer, taking actions related to the Order, is obliged to provide his data in a diligent manner, without deliberately entering untrue or unlawful data.
2. The Seller, bearing in mind the interest of the Buyer, informs that using the services electronically involves the risk of exposing the Buyer to the operation of third parties, which through illegal activities - especially computer viruses - may try to obtain an unlawful advantage. To this end, it is recommended to: use specialized computer programs to protect against unauthorized attacks by unauthorized persons, and to systematically update the database of these programs.

§17 Final Provisions

1. The current Regulations can be found at https://meskie-spodnie.pl/uploads/webpage/en_US/TERMS.pdf?v1564048139 in PDF format, the Seller allows its download in this format.
2. In particular, the consumer has the following options to benefit from non-judicial means of dealing with complaints and redress:
 1. is entitled to apply to a permanent amicable consumer court operating at the Trade Inspection with a request to settle the dispute.
 2. is entitled to request the provincial inspector of the Trade Inspection to initiate a mediation proceeding regarding the amicable settlement of the dispute.
3. Information about the Products posted on the Shop Website, in particular their unit price or availability, does not constitute an offer within the meaning of the Civil Code.
4. Differences in the appearance of the Product resulting from the individual computer settings of the Buyer (color, proportions, etc.), within the limits allowed by the mandatory legal provisions, can not be the basis for a complaint and return of the purchased Product.
5. In matters not covered by the Regulations, the provisions of Polish law shall apply, in particular the Civil Code and the Act on special terms of consumer sales and the amendment of the Civil Code (Journal of Laws No. 141 of 2002, item 1176 with later amendments) and the Act on Protection certain consumer rights and liability for damage caused by a dangerous product (Journal of Laws No. 22 of 2000, item 271, as amended).
6. The Regulations are valid from December 25, 2014, unless they are limited by any rights of the consumer who is entitled to legal protection in a broader scope than under Polish law as a consumer under the provisions of his local jurisdiction
7. The Seller is within the strictly applicable legal provisions entitled to change the Regulations, and the amendments to the Regulations will notify the Buyers to the email address they specify, at least 30 days prior to their introduction, although these changes may not limit in any scope the rights associated with submitted by Buyers' orders, by the entry into force of amendments to the Regulations.

Gift Voucher Regulations

Publisher:

Zakład Krawiecki Bronisława Szczygiel ul. Ludowa 6, 30-544 Krakow NIP: 6791007176

hereinafter referred to as the "Publisher".

Gift voucher - a paper voucher issued for bearer containing the amount expressed in PLN and the expiration date entitling the User to its implementation in the showroom at ul. Ludowa 6 in Krakow and on mens-pants.eu, hereinafter referred to as the "gift voucher".

Buyer - a person, company or institution that has purchased a gift voucher.

User - every holder of a gift voucher.
Goods - products offered for sale at mens-pants.eu

§ 1 General conditions

1. The gift voucher can be used only in the showroom located at ul. Ludowa 6 in Krakow and in the online store <https://mens-pants.eu/>
2. The gift voucher is not exchangeable for cash in whole or in part and can not be returned
3. The Publisher is not responsible for gift vouchers that have been lost or damaged after they have been handed over to the Buyer.
4. The buyer and the User shall not be entitled to any claims against the publisher for loss (including theft) or destruction of the gift voucher
5. The gift voucher has an individual 90-day expiry date.

§ 2 Gift Voucher

1. The gift voucher is issued in face value: PLN 50,100,200,500,1000 and PLN 2,000. 2. The gift voucher has an expiration date and an activation code.

§ 3 Purchase of a gift voucher

1. The gift voucher is purchased at the nominal price.
2. No discounts are taken into account when purchasing a gift voucher.

§ 4 Implementation of a gift voucher

1. The gift voucher can be exchanged for any goods offered on <https://mens-pants.eu/>
2. A gift voucher is a full-fledged form of payment.
3. When making a gift voucher, the User is not entitled to receive the rest in cash when the value of the received goods is lower than the nominal value of the gift voucher.
4. The gift voucher is single-use. The rest of the cash remaining after the voucher has been completed is not refundable and it is possible to re-implement it.
5. The User is obliged to pay the price difference in cash, by credit card or credit card, when the value of the received goods or the service rendered is higher than the current nominal value of the gift voucher.
6. The purchaser or user may use the gift voucher only once.
7. The Buyer or User, in one transaction, may combine several gift vouchers - adding up the denominations of these vouchers. For this purpose, please contact the Exhibitor.
8. The exhibitor has the right to refuse to temporarily realize the gift voucher in the absence of technical feasibility of the gift voucher (eg, the lack of connection with the IT system, damage to the paper version of the gift voucher).

§ 5 Types and activation of gift vouchers

1. Gift vouchers are only bearer bonds.
2. The buyer already receives an active gift voucher.

§ 6 Settlement of gift vouchers

1. At the time of issuing a gift voucher, the Buyer receives from the Publisher an accounting note or other non-fiscal sales document confirming the purchase and the nominal value of the gift vouchers

purchased.

§ 7 Return of the Goods

1. In the case of returning the Goods, purchased using a gift voucher, the User in return will receive the equivalent of the purchase amount of goods in accordance with the regulations of the shop <https://mens-pants.eu/>.
2. A gift voucher purchased from the online shop <https://mens-pants.eu/> is subject to a return on the terms described in the regulations of the online store <https://mens-pants.eu/>.

§ 8 Final provisions

1. The Buyer / User, together with receiving the Gift Certificate, declares that he has read the content of these Regulations, accepts its content in its entirety and undertakes to comply with its provisions.
2. A gift voucher does not constitute a sale subject to value-added tax (VAT) within the meaning of applicable tax law.
3. A gift voucher as defined by applicable law is not an official means of payment. The gift voucher is a form of a gift voucher.
4. For all matters not regulated in these Regulations, the provisions concerning bearer identity cards will apply.
5. The content of these Regulations is available on the website at meskie-spodni.pl/regulamin. The Exhibitor is obliged to provide the Purchaser / User with the Regulations in writing at each request.
6. The exhibitor reserves the right to change the Regulations. All changes are effective from the date of their introduction by the Exhibitor, after sharing the amended Regulations for viewing on the website <https://mens-pants.eu/webpage/regulations.html>