VIMAT.PL - SHOP REGULATIONS

§ .1 General provisions

1. The following Regulations set out the rules for concluding distance contracts, including placing, fulfilling orders, as well as handling complaints and returns of the purchased product. These regulations apply to orders placed since May 1, 2021.
2. The owner and admin of an online shop operating at: www.vimat.pl is Mateusz Kardyś conducting business activity under the name; ViMat – Wioletta Kardyś with its registered office in Jelenia Góra, ul. Wojska Polskiego 24/3b, Tax ID no. 6112661661, REGON no. 525246803.
3. All products offered at vimat.pl online shop are brand new, free from physical and legal defects, and have been legally placed on the market, unless the product description contains explicit information that it is used.
4. The subject of the service referred to in following regulations is the sale of products specified at www.vimat.pl in electronic agreement form between the parties.

§ 2. Placing orders and their fulfillment

1. Orders can be placed 24 hours a day throughout the year. Orders are accepted via www.vimat.pl.
2. By placing order via our website, it is necessary to add a product to the Cart from the vimat.pl offer visible on the website, and complete the order form in accordance with the instructions provided therein.
3. After placing the order, the customer receives information by e-mail on acceptance of the order for fulfillment (list of ordered products, delivery address, order value, payment method, shipping/collection method). The customer shall receive confirmation on the conclusion of the distance contract on a durable medium at the latest when the product is delivered. With the client's consent, a confirmation will be sent to the client's email address.
4. Payments for ordered products can be made via: payment card/stripe/PayPal/ApplePay/GogglePay/bank transfer to vimat.pl account.
5. Order fulfillment is initiated:
    - in the case of payment by bank transfer - once the money are posted to the vimat.pl account,
    - in the case of payment by credit card via Stripe - once vimat.pl receives confirmation of payment,

- in the case of installment purchase - after the store owner receives a loan agreement signed by the customer or receives information from the bank about granting the loan.

6. The Seller inform that he is exempt from VAT due to the type of business (art. 43 ust. 1 polish Regulations about VAT).
7. By accepting the Regulations, the Customer agrees to issuing and sending a sales document (without VAT), by the Seller in accordance with the Act of March 11, 2004 on tax on goods and services. Consent to receive a sales document in electronic form is tantamount to resignation from receiving the sales document in paper form. By issuing and sending the sales documents in electronic form, the Seller guarantees the authenticity of their origin and content integrity. Each electronic sales document shall be delivered to the Customer via e-mail to the address provided by the Customer in the order form.
8. Information on the availability of products offered on the website is given in product description (possible options: shipping in 2 days, shipping in 5-10 days, shipping up to 14 days, on request, product not available). In the event of unavailability of the product, the order shall not be fulfilled until stocks are supplemented.
9. All prices quoted are gross prices. The customer shall be informed each time about the total price of the ordered product, in particular about transport fees, as well as on insurance of goods during transport.
10. The Customer may cancel the order placed by sending an e-mail to info@vimat.pl.
11. The Seller always informs the Customer that the order placed implies an obligation to pay at the time of placing the order which the customer clearly confirms.

§ 3. Delivery and receipt of the product

1. Products ordered at vimat.pl online shop are delivered nationwide via InPost, PocztaPolska, DPD or Fedex.
2. Orders are completed within 2 (two) business days, provided that the cash on delivery option is selected. However, if payment by bank transfer has been selected, the product will be sent within 2 (two) business days after the payment has been posted to the vimat.pl account.
3. If the parcel has not arrived at the indicated delivery address, please contact vimat.pl shop to solve the problem.
4. If the order is above 100 € (150 € for America and South Africa Zones), the customer does not bear the cost of delivery within the europe zone. The cost of delivery of ordered products in Poland is free.
5. On the day the order is shipped, the customer is additionally informed by e-mail.

§ 4. Returns and exchanges

1. The Customer who accepted a distance contract may withdraw from it without giving reasons and without incurring costs, except for the costs referred to in paragraph 6 below, within fourteen days of receiving the product. The customer may withdraw from the contract within the period referred to in the previous sentence by submitting a withdrawal statement, available here. To meet the above deadline, it is also sufficient for the customer to send a statement of withdrawal from the contract before it expires.
2. In the event of withdrawal from the contract in the manner and on the principles set out in previous paragraph, the contract is considered void and the customer is released from all obligations. What the parties rendered shall be returned unchanged, unless a change was necessary in the ordinary course of business. Along with the returned product, the customer is obliged to return the products received free of charge.
3. The return of the goods should take place immediately, not later than within fourteen days from the day on which the Customer withdrew from the contract.
4. If the customer withdraws from the contract, the refund of the amount paid by the customer shall take place immediately, no later than within 14 days to the bank account provided by the customer or in another way indicated by the customer.
5. The customer is responsible for reducing the value of the product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the product.
6. The customer only bears the direct costs of returning the item.

§ 5. Complaints

1. The vimat.pl online shop considers complaints in accordance with applicable provisions of the Civil Code (Articles 556-5764, Journal of Laws of May 18, 1964, No. 16, item 93, with amendments), and the Act of May 30, 2014 on consumer rights.
2. Vimat.pl is responsible for non-compliance of consumer goods with the contract if any flaw is found within one years since purchased by the buyer; this period runs again in the event of replacement for a new product.
3. If the item sold has a defect, the buyer may submit a statement on price reduction or withdrew from the contract, unless the seller immediately and without undue inconvenience replaces the defective item with a full-value one or removes the flaw. If the item sold has a defect, the buyer may request replacement of the item for a full-value one or removal of the defect. The seller is obliged to replace the defective item for full-

value one or remove the defect within a reasonable time without undue inconvenience to the buyer.

4. Repairing free of charge and replacement within the meaning of paragraph 3 means that vimat.pl is also obliged to reimburse the costs incurred by the customer, in particular the costs of disassembly, delivery, labor, materials, reassembly and commissioning.
5. Instead of replacing the defect by the seller, the customer may request replacement of the item for free from defects or instead of replacing the item demand the defect to be removed, unless bringing the item into conformity with the contract in the manner chosen by the buyer is impossible or would require excessive costs compared to the method proposed by the seller. When evaluating the excess of costs, the value of the item free from defects, the type and significance of the defect found are taken into account, as well as the inconvenience to which the buyer would otherwise be exposed.
6. In order to file a complaint regarding the purchased product, please complete the COMPLAINT form (available in complaint and return) and send the defective product to the following address: ViMat, ul. Wojska Polskiego 24/3b, 58-500 Jelenia Góra with completed form.

§ 6. Copyright

1. All property copyrights to photos and all texts at vimat.pl belong to the shop. Upon the purchase of the product, copyrights to photos and texts are not transferred to the customer.
2. The use of materials, including photos and texts contained at the www.vimat.pl without the consent of their author or the holder of property copyrights, for any purposes other than related to ballmaker.pl products, constitutes a violation of copyright law, even if it is not associated with obtaining material benefits.

§ 7. Rules for the processing of personal data of customers who are not legal persons.

1. Personal data provided by the Customer who is not a legal entity are processed in order to conclude and perform a sales contract based on the following Regulations. Providing personal data required in the purchase process (first name, last name, address, telephone number, e-mail address) is voluntary but necessary to perform the contract. The data may also be processed in connection with a legal obligation or interest pursued by the shop owner (e.g. consideration of complaints and requests, direct marketing, vindication of claims). The basis and rules for the processing of personal data contained in the identity document are described in § 8 of the Regulations.

2. The Customer may additionally give consent to the processing of one's data for purposes other than indicated in paragraph 1 above, in particular to:
    - creating and administering a User account,
    - providing the e-mail newsletter service,
    - participation in competitions and promotional campaigns,
    - saving data in cookies and collecting data from websites and mobile applications,
    - marketing, including profiling for marketing and analytical purposes.

    Each time such consent will be given for the purpose and to the extent described in the content of the individual statement selected by the Customer. Providing personal data and granting consents is voluntary but necessary for the proper performance of services for which consent has been given or for the purpose of participating in a competition or a promotional campaign.
3. The admin of personal data is: Mateusz Kardyś running a business under the name: ViMat with headquarters in Jelenia Góra (58-500) ul. Wojska Polskiego 24/3b Tax ID no. 6112661661, REGON no. 525246803. In all matters regarding the processing of personal data by the Admin and exercising rights related to the processing of personal data, one may contact via e-mail address: info@vimat.pl, or in writing to the above Admin's address with the note "Personal data".
4. The basis for the processing of personal data referred to in paragraph 1 and 2 above are respectively:
    - granting consent, regarding granting consent referred to in para,
    - the need to process personal data in order to perform the contract or legal obligation or in accordance with the legitimate interest referred to in paragraph 1.
    - Personal data shall be stored until the claims under the contract/provision of services expire or until the obligation to store data arising from legal provisions, in particular registration, accounting and tax obligations expires. The personal data are processed based on the Admin's justified interest, however personal data shall not be processed for a specific purpose if the Customer objects to such processing. If personal data are processed based on the consent of the Customer, personal data shall be processed until their withdrawal.
    - Personal data shall be stored until the claims under the contract/provision of services expire or until the obligation to store data arising from legal provisions, in particular registration, accounting and tax obligations expires. The personal data are processed based on the Admin's justified interest, however personal data shall not be processed for a specific purpose if the Customer objects to such processing. If personal data are processed based on the consent of the Customer, personal data shall be processed until their withdrawal.

- Customer's personal data may be made available to data processing entities at the request of the Admin, including IT services, courier services, payment processing services, debt collection, postal services, legal services and other specialized services. Such entities process data only on the basis of an agreement with the Admin and in accordance with one's instructions.
- Customer actions resulting in the Admin losing the right to process personal data referred to in paragraph 1 may prevent the performance of the sales contract.
- During the Customer's visit to the shop's website, such data as IP address, domain name, browser type, operating system type are collected automatically. The following data can be used to analyze the behavior of website users, collect demographic data about users or to personalize the content of websites. In any case, before profiling based on which the following decisions shall be made:
  - having legal effects on the client,
  - affecting the client in a similar significant way.

  The customer shall be asked to agree to the above. This consent may be withdrawn at any time. In any case, the customer has the opportunity to object to profiling in order not to be covered by it.
- Personal data that are at the Admin's disposal are processed and secured in accordance with applicable law regulating the protection personal data of natural persons, including: Regulation of the European Parliament and the Council (EU) 206/679 of 27th April 2016 on the protection of natural persons in connection with personal data processing and on the free transfer of such data and repealing of Directive 95/46/EC (GDPR).

§ 8. Conditions for the sale of molds.

1. Seller inform that user of mold shoot by his own realised slugs at his own risk.
2. The gun damage caused by shooting from these slugs are not subject to complaints.
3. Buyer is obligated to not shooting to animals and people by own realised slugs.
4. Buyer is obligated to obey the laws in his coutry regarding the use of pneumatic guns and other kind of weapons.

§ 9. Digital Products

1. Our digital products consist of 3D design files intended for personal use and 3D printing.
2. After completing the purchase, the files are provided electronically for download.
3. By purchasing a digital product, the customer agrees to use the files in accordance with the applicable license terms.

4. The digital files remain the intellectual property of vimat.pl and may not be resold, redistributed, shared, or uploaded to other websites without prior permission.

§ 10. Final provisions

1. In matters not regulated by the following Regulations, the relevant provisions of the Civil Code or other relevant legal acts shall apply, in particular the Act on consumer rights of May 30, 2014.
2. The customer has the right of using extralegal ways of settling complaints and pursuing claims as well as apply rules to access these procedures. Detailed information on the possibility for the Customer who is a consumer to use extrajudicial means of dealing with complaints and seek redress as well as the apply rules to access these procedures are available at the headquarters and on the websites of voivodship (municipal) consumer ombudsmen, social organizations, whose statutory tasks include consumer protection, Voivodship Trade Inspection and the following internet addresses of the Office of Competition and Consumer Protection.

§ 11. Withdrawal from the contract

1. If you want to withdraw from the contract, please complete the form (available in complaint and return), send it by post to Vimat.pl headquarters or send e-mail to info@vimat.pl.