

TERMS AND CONDITIONS OF THE “WIELICZKA” SALT MINE ONLINE SHOP

These Terms and Conditions define the rules of concluding sales agreements through the online store and define the rules of carrying out these agreements, the rights and obligations of the “Wieliczka” Salt Mine shop and the Consumer, as well as the rules for claims procedures.

Placing an order by the Consumer is tantamount to accepting these Terms and Conditions.

§1

General conditions

1. The "Wieliczka" Salt Mine online shop is operated at www.kopalnia.pl by Kopalnia Soli "Wieliczka" Trasa Turystyczna Sp. z o.o. with its registered office in Wieliczka, Park Kingi 10, registered in the National Court Register kept by the District Court for Kraków - Śródmieście, 12th Commercial Division under KRS number 0000030908, share capital PLN 810,000 paid in full, NIP 683-14-80-313, REGON: 351197769, hereinafter referred to in the Terms and Conditions as "Mine" or "Shop".
2. The Consumer may obtain information regarding a placed order during the Shop's working hours (Monday to Friday, 6.00 a.m. to 2.00 p.m., except for public holidays), at the following numbers:
 - a. phone (Sales Department): +48(12) 278 73 30
 - b. fax: + 48 (12) 278 73 30
 - c. email for sales correspondence: sklep@kopalnia.pl
 - d. the Shop's website: www.kopalnia.pl
 - e. email address for statements of withdrawal from the agreement: sklep.odstapienie@kopalnia.pl
 - f. email address for lodging claims and complaints: sklep@kopalnia.pl
3. The Mine's online shop sells goods via the Internet.

4. Orders are accepted by www.kopalnia.pl using the appropriate order form.
5. At the latest on the date of delivery of goods or commencement of service, the Shop shall confirm the conclusion of a remote agreement on a durable medium (the basic durable medium shall be considered to be an email or paper document). The confirmation will additionally contain important information contained in the Terms and Conditions of the Shop and information about the Consumer's consent to receive digital content.
6. The standard order processing time is 48 hours (not counting Saturdays and Sundays), but in special cases, it may be extended. This is an approximate time counted from the moment of receiving the payment confirmation to the moment of shipping the order.
7. The order will be processed on the condition that the goods are available in the warehouse or from the Shop's suppliers. In case of unavailability of part of the goods covered by the order, the Consumer is informed about the status of the order and decides on the manner of its realisation (partial shipping, extension of waiting time, cancellation of the entire order).
8. A limited number of goods is allocated for promotional sales and final sales and orders are processed according to the order of receipt of confirmed orders for these goods, until stocks covered by this form of sales are exhausted.
9. The Consumer pays for the ordered goods by bank transfer to the Shop's account.
10. A VAT invoice is issued for each order. A VAT invoice is issued when all the goods ordered by the Consumer are assembled and ready for shipping. The consumer receives an original invoice signed by the Shop. Please note that if a Consumer who is a natural person places an order or makes a purchase using data (e.g. name/company) relating to the business activities of that buyer, it will be presumed that the purchase is made in connection with such activities and that the invoice will be issued to that buyer as a business owner.
11. The Consumer may make changes to the order until the receipt of confirmation of the conclusion of the agreement from the Shop.
12. All prices are in Polish zloty (PLN) and include VAT. In foreign language versions of the online store, prices are additionally given in EURO and USD and converted every day

according to the exchange rate table published by the National Bank of Poland. The price given for each product is binding at the time of placing the order by the Consumer.

13. In countries where shipments are subject to customs duty, the cost of the charge is borne by the Consumer. In such cases, the delivery time is longer by 24 hours.
14. The procedure of sending transaction receivables and verifying the Shop is carried out by platności.pl
15. Delivery of the goods shall take place in the manner specified in the order. Shipments are delivered by:

UPS Polska Sp. z o.o.
Prądyńskiego 1/3
01-222 Warszawa
Poland
Tel.: +48 22 534 00 00
Fax: +48 22 534 08 01

16. Exact costs of the ordered goods and the processed shipment are provided to the Consumer in a clear and visible way on the order form, immediately before the Consumer places the order.
17. The Consumer is obliged to confirm before the order is confirmed on the website that the purchase is subject to the obligation to pay the costs of the confirmed order. This confirmation is made by the Consumer selecting the button "ORDER WITH OBLIGATION TO PAY."
18. The distance sales agreement between the Shop and the Consumer is concluded when the Shop receives an order placed by the Consumer. The subject of the agreement is the sale of goods listed in the order.

§2

Shipping terms and conditions

1. The total cost of the order includes the value of the ordered products and the fee for the delivery of the ordered products to the Consumer. The cost of the order shall be borne by

the Consumer. Information on the total costs of the order and the deadline for payment is provided to the Consumer before the order is placed. Unless otherwise stated, the payment period for the ordered goods shall be 5 working days from the date of the Consumer placing the order. In case of lack of payment within this period, the Shop cancels the order by immediately sending information to the Consumer on a durable medium.

2. All payments in the “Wieliczka” Salt Mine online shop are supported by www.payu.pl.
3. The parcels are delivered by UPS Polska Sp. z o.o., a courier company with its registered office in Warsaw at Prądzyńskiego 1/3, to the address indicated by the Consumer in the order.
4. The recipient in countries outside the European Union may be obliged to pay customs duty. The amount of customs duty is determined on the basis of the internal regulations of each country.
5. Consumers can track their orders on the courier's website.
6. The shop reserves the right to suspend the processing of the order and its verification in case of justified doubts as to the reliability of the completed order form or placed order.

§3

Conditions of withdrawal from the Agreement

1. The Consumer may withdraw from the Agreement concluded with the Shop without giving any reason and without incurring additional costs within 14 days from the date of receipt of the order. The Shop informs the Consumer about the right and conditions of withdrawal from the Agreement at the moment of placing an order. In addition, upon confirmation of the conclusion of the Agreement by the Shop, the Consumer receives a sample withdrawal form.
2. Declaration of withdrawal from the agreement may be made in writing to the address of the Shop indicated in §1.1 of the Terms and Conditions or by email, sending a declaration of withdrawal to the Shop address: sklep.odstapienie@kopalnia.pl

3. The Shop also enables the Consumer to submit a declaration of withdrawal from the agreement by means of an interactive electronic form of withdrawal from the agreement, which can be found on the Shop's website at www.kopalnia.pl
4. In the event of a declaration of withdrawal from the agreement by electronic means, the Shop will immediately send the Consumer a confirmation of receipt of the declaration of withdrawal by email.
5. In case of withdrawal from the agreement by the Consumer, the Shop shall reimburse the Consumer the amount equal to the price of the goods including the cost of shipping the goods to the Consumer. The refund shall be made without delay but no later than within 14 days from the date of receipt of the Consumer's declaration of withdrawal from the agreement. Payments will be refunded within 5 working days by bank transfer to the account indicated by the Consumer or postal order to the address indicated in the order, after receipt of goods by the Shop or delivery by the Consumer of proof of return of goods. The refund shall be made using the same method of payment as used by the Consumer unless the Consumer agrees to another method of payment refund.
6. In case of return of goods as a result of withdrawal from the agreement, the Consumer shall bear the direct cost of return shipment of the goods. If the Consumer has chosen a method of delivery other than the cheapest usual method of delivery offered by the Shop, the Shop is not obliged to reimburse the Consumer for any additional costs incurred.
7. The Consumer is obliged to return the goods to the Shop or hand them over to a person authorised by the Shop without delay but no later than 14 days from the date of withdrawal from the agreement. In order to meet the deadline for the return of goods by the Consumer, it is sufficient to send back the goods before its expiry.
8. The goods must be returned unaltered, which means that the goods must not suffer any damage or destruction. The goods should be returned together with the packaging. Returned goods should be returned together with the received VAT invoice. If the value of the goods is reduced as a result of using the goods in a manner exceeding what is necessary to establish the properties of the goods, their characteristics and function, the consumer shall bear proportionate costs for the reduction of the value of the goods.

9. The consumer shall not be entitled to withdraw from the agreement in the case of the sale of perishable or short shelf life goods, as well as in the case of goods delivered in sealed packaging which cannot be returned after opening for health or hygiene reasons if the packaging is opened after delivery.

§4

Claims

1. The Shop undertakes to deliver the ordered goods to the Consumer in a condition free from defects. For the goods delivered to the Consumer, the Shop provides a warranty in accordance with the provisions of the Civil Code Act for a period of 24 months from the date of delivery of the goods to the Consumer.
2. The warranty shall not apply if the product has been mechanically damaged due to reasons for which the Shop is not responsible, in particular due to improper use of the product.
3. Within the scope of the warranty rights, the Consumer is entitled to demand:
 - a. replacement of the goods or removal of the defect; instead of the defect removal proposed by the Shop the Consumer may demand replacement of the goods with goods free of defects or instead of replacing the goods demand removal of the defect, unless bringing the goods to conformity with the agreement in the manner chosen by the Consumer is impossible or would require excessive costs in comparison with the manner proposed by the Shop;
 - b. reduction of the price with an indication of the amount by which the reduction is to take place or withdraw from the agreement; such right shall not apply if the Shop immediately and without undue inconvenience to the Consumer replaces the defective goods with goods free of defects or removes the defect. This restriction shall not apply if the goods have already been replaced or repaired by the Shop. The consumer may not withdraw from the agreement if the defect is immaterial;

4. If the Consumer finds any defects in the product during its use, they should contact the Sales Department of the Kopalnia Soli „Wieliczka” Trasa Turystyczna at: +48 (12) 278 73 30.
5. If the consumer finds defects or damage in the goods after receipt, they shall return the goods to: Kopalnia Soli „Wieliczka” Trasa Turystyczna sp. z o.o., 32-020 Wieliczka, Park Kingi 10, Poland, with an annotation “online shop”. Returned goods should be accompanied by a proof of purchase (invoice) together with a brief description of the damage to the goods. All complaints shall be considered within 14 working days of receipt. Within this period, the Consumer shall be informed in writing about the manner of handling the complaint. Damaged goods shall be replaced with goods free from defects, and if this is no longer possible (for example, due to exhaustion of stocks), the Shop will refund the equivalent of the price of the product or offer the Buyer other goods available in the Shop to choose from. After consideration of the complaint, the goods are returned at the expense of the Shop.

§5

Final Provisions

1. Personal data of customers will be processed in accordance with the requirements of the applicable law, in particular the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or “GDPR”). Detailed information on the processing of personal data is contained in the Information Clause below the Terms and Conditions.
2. The rights and obligations of the parties resulting from the concluded agreement are regulated in the Act of 30 May 2014 on Consumer Rights (Journal of Laws [Dz.U.] of 24 June 2014, item 827) and the Act of 23 April 1964 Civil Code (Journal of Laws [Dz.U.] 2014.121 as amended).

3. The agreement of sale of goods is concluded in accordance with the Polish law and in the Polish language.
4. All disputes arising from the sales agreement shall be considered by the competent court in the place of jurisdiction according to the general jurisdiction.
5. In the event of any errors or mistakes in the information published by the Shop, please send the information about the detected irregularities to the e-mail address: sklep@kopalnia.pl

Download the sample withdrawal from agreement form:

[DOWNLOAD PDF FILE](#)

Information clause

1. Kopalnia Soli "Wieliczka" Trasa Turystyczna Sp. z o.o., Park Kingi 10, 32-020 Wieliczka is the controller of your personal data (hereinafter "the Controller").
2. Compliance with data protection rules is supervised by a Data Protection Officer appointed by the Controller, who may be contacted by e-mail: iod@kopalnia.pl.
3. Personal data will be processed for the following purposes and on the basis of the following legal grounds:

| Purpose of data processing | Legal basis for data processing |
|--|---|
| Acceptance and processing of orders in the online shop | article 6(1)(b) GDPR (performance of an agreement to which the data subject is party or in order to take steps at the request of the data subject prior to entering into an agreement), |
| Handling of the complaint process | article 6(1)(b) GDPR (performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract), |
| Compliance with the obligations arising from the law concerning the issue and retention of accounting documents (invoices, receipts) | article 6(1)(c) GDPR (legal obligation) - the Accounting Act and tax law regulations |
| Sending promotional and marketing materials (to the delivery address provided by the buyer) | article 6(1)(f) GDPR (legitimate interest – direct marketing of products and services). |

| | |
|---|---|
| Claim assertion and undertaking action related to the debt collection process | article 6(1)(f) GDPR (legitimate interest – claim assertion, undertaking debt collection actions) |
|---|---|

4. The recipients of your personal data will be entities providing services to the Controller, in particular the IT support for the <https://www.kopalnia.pl> website, courier companies (as concerns delivery of purchased goods), as well as entities authorised to receive data under the law.
5. Your personal data will be stored:
 - a. for the duration of the agreement concluded with you,
 - b. until you have objected to the processing of your data – in the case when the processing of personal data is based on a so-called legitimate interest (such cases are described in point 3 above).

After the period indicated above, your personal data will be archived for as long as the relevant legal regulations require data to be stored or for as long as any claims are time-barred.

6. In connection with the processing of personal data, you have the following rights:
 - a. the right of access to data content, the right of rectification, the right to erasure, the right to limit data processing, the right to data portability,
 - b. the right to object to the processing of your personal data – if the processing of your personal data is based on the so-called legitimate interest and under the conditions specified in the provisions of the General Data Protection Regulation,
 - c. the right to lodge a complaint to the supervisory authority (President of the Office for the Protection of Personal Data) if it is considered that the processing of personal data violates the provisions of the General Data Protection Regulation.
7. All the above-mentioned rights apply to the extent provided for in the General Data Protection Regulation.
8. Providing your personal data for the purpose of fulfilling obligations regarding the issuance and retention of accounting documents is mandatory and results from the Accounting Act and tax law regulations. Providing data for other purposes (as described in point 3) is voluntary, but necessary to place an order.