

Terms and Conditions of the online shop
WKM „Rachmistrz” Mateusz Grabowski, Szczecinek, Poland

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The following document set terms and conditions of shopping for retail prices in the Publisher's WKM Rachmistrz online shop, available at 2 websites: www.wkmrachmistrz.com.pl (Polish version of the website) and www.mathandfun.com (English version of the website).

§ 1. Definition of terms

- 1. Seller** – Wytwórnia Kart Matematycznych „Rachmistrz” Mateusz Grabowski, in short WKM „Rachmistrz” M. Grabowski, with the head-office in Szczecinek, address: 78-404 Szczecinek, Poland ul. Budowlanych 6/1, REGON 361172253, NIP 673-188-65-47.
- 2. Client** – natural person at minimum 13 years of age. If a person is not 18 years old – consent of a legal representative is required. Client is also legal person and organizational unit without legal personality, which the special provisions confer the legal capacity and makes purchases in the Shop, having registered user account or makes purchases without signing up in the Shop.
- 3. Online Shop/Shop** – website, available at 2 addresses: www.wkmrachmistrz.com.pl and www.mathandfun.com. These sites allow Clients to order goods from the Publisher WKM Rachmistrz.
- 4. Goods** – things presented in the Online Shop, which can be objects of the sales contracts.
- 5. Bank transfer** – payment made by the Client in the bank or online bank account or in the local post office.
- 6. Registration form** – available on the Shop website, which allows Client to create own user account by giving personal data. By the user account – Client may place orders in the Shop.
- 7. Order form** – available on the Shop website, which allows Client not having the user account to place orders in the Shop.
- 8. User account** – individual database - consist of Client data used during realization of orders and orders history.
- 9. Terms and Conditions** – the following document.

§ 2. Place of sale

1. Retail sale is provided by the Online Shop.
2. Seller reserves the right to sell products not only in the Online Shop.

§ 3. Acceptance and realization of orders

1. Clients are able to order Goods from the Shop by:
 - phone,
 - filling in and sending Order form available on the Shop website,
 - filling in and sending Registration form, it means after creating User account.
2. To place the order – Client should choose:
 - Goods,
 - method of delivery and delivery address,
 - method of payment,
 - purchase document – bill of sale or an invoice – and give all data necessary to issue them.
3. Information given in the Order form and Registration form should be true and actual. **Not receiving the package in the term noted in post notification or giving not full Client address data can cause package return.** In this situation Seller informs Client – by e-mail or phone – about package return or gives the amount of losses incurred for shipping “there” and “back”. Client has the right to choose one of the two variants:
 - 3.1. Variant No. 1.** Client places again the order – this time with the full address. In this variant – Client pays additional shipping costs and Seller sends package again within 4 business days after receiving the payment.
 - 3.2. Variant No. 2.** Client resign from placing the order again. In this variant – Seller sends money back to the Client. Refunding money refers only to the Goods value – not for the shipment “there” and “back”.
4. Seller ensures (using all possible technical and organizational measures) the protection of data given by the Client during registration and placing orders.

5. Effective Goods order is possible only when following conditions are met:

5.1. Client gave specific address data, phone number and e-mail address, which allows Seller to contact the Client.

5.2. Chosen Goods are available in Seller's stockroom. If product is not available – there is an information in the product description. The Client is informed about the incompatibility of the information contained on the website with the actual availability of Goods in the stockroom. In this situation – Client has right to change the whole order or only part of it. In case of impossibility of contract realization, because of not available Goods, the Seller shall have the right to withdraw from realization of the whole or part of the contract, and the contract is wholly or partly canceled. Customer receives information about it electronically to the given e-mail address. If Customer made a payment for the ordered goods, which cannot be delivered – receives the money back within 14 calendar days from the efficient informing by Seller about not being able to realize the order.

6. Placing order by the Client, who is signed up in the Shop is possible after logging in to the Shop website (www.wkmrachimistrz.com.pl or www.mathandfun.com), adding Goods to the basket, choosing method of payment, delivery and confirming the will of placing the order.

Placing order by the Client, who is not signed up in the Shop is possible after adding Goods to the basket, filling in the Order with all fields, necessary to send the deliver Goods and making all technical steps presented to the Client in the website messages.

7. Placing order by the Client is an offer for the Seller to enter the sales contract – according to the Terms and Conditions.

8. Delivery in Poland: after placing order in the Shop – Seller sends on the Client e-mail address – a message with order details. **In the message there is also link with the request for clicking on it – in order to confirm the order.**

9. Delivery outside Poland: Seller sends within 24 hours after placing the order - on the Client e-mail address - message with order details including shipping costs. **In the message there also link with the request for clicking on it – in order to confirm the order.**

10. Goods should be sent by the Seller within 1-4 business days after receiving the payment.

11. To facilitate and improve process of placing orders in the Shop – Customer agrees to receive the e-mail correspondence. In this correspondence, Client receives - on the given e-mail address - messages about ordered Goods and actual progress of order realization.

12. Client has the right to make changes in order or delete the order – if Goods have not been sent yet. Making changes is available by contacting Seller: by email or phone.

§ 4. Retail prices of Goods

1. Actual retail prices of Goods are available on the Shop website, currency: EUR (www.mathandfun.com) and PLN (www.wkmrachimistrz.com.pl), including VAT, not including delivery costs.

2. Price of each Good in the Shop is the actual price that Client should pay.

3. Seller reserves the right to make changes in Goods prices, announcing and deleting promotional actions, sales and making changes in them. This right does not affect Goods prices in the Orders placed before date of changing price and conditions of promotional actions and sales.

§ 5. Costs of delivery

1. Seller delivers Orders by the Polish Post or other courier.

2. Price of delivery consists of 2 parts:

2.1. Price of preparing the package – 3,00 PLN gross (including VAT 23%).

2.2. Price of delivery provided by the Polish Post or other courier (including VAT 23%).

3. After placing the Order – Client is informed about delivery costs.

§ 6. Forms of payment. Starting order realization

1. Client has following options of payment for the ordered goods:

1.1. **Bank transfer** – refers to delivery in Poland and outside Poland. Seller begins to realize the order after receiving payment on the bank account.

1.2. **PayPal** (www.paypal.com) – refers to delivery outside Poland. Detailed information about how to make a payment with PayPal will be described in the confirmation e-mail, which Client receives after placing the order.

2. Bank transfer payments should be sent on the following Seller's bank account:

SWIFT: **BPPKOPLPW**

Bank: **PKO BP**

Account: **51 1020 2791 0000 7402 0232 4960**

Receiver: **WKM „Rachmistrz” Mateusz Grabowski, 78-404 Szczecinek, Poland ul. Budowlanych 6/1**

§ 7. Right of withdrawal

1. Client may withdraw from the sales contract within 14 days after receiving the package. Withdrawing may be done without giving any cause – by placing specific statement in an electronic form (sent on e-mail: m.grabowski@wkmrachmistrz.com.pl) or written form (sent on address: WKM „Rachmistrz” Mateusz Grabowski, 78-404 Szczecinek, ul. Budowlanych 6/1).
2. Returning Goods should be resent within 14 calendar days from the date of sale contract withdrawal. Goods should be sent on the following address: WKM „Rachmistrz” Mateusz Grabowski, ul. Budowlanych 6/1, 78-404 Szczecinek, Poland.
3. Seller shall refund value of returned goods (price of Good and delivery costs for the specified Good) within 14 calendar days – according to the rules prescribed in § 9 of Terms and Regulations.
4. Delivery costs of resending Goods within withdrawing from the sales contract lies on the Client.
5. If Client chose delivery method, which is not the method presented by the Seller – Seller is not obligated to return Client any additional costs.
6. Client is responsible for decreasing value of Goods, which is the cause of other than normal use. Normal use means such a use, which let Client to find out about Goods characteristics and functionality.
7. Client should sent Goods immediately. Not later than within 14 calendar days after the date of sending the statement.
8. Seller will make than an immediate money refund – not later than within 14 calendar days after the date of receiving the statement.
9. Seller may not send money before receiving the Goods.
10. Right of withdrawal is not for the Sales Contract:
 - where objects of Contract are Goods, prepared according to the Client’s specifications and are tailored only to his individual needs.

§ 8. Complaints

1. Seller is responsible for delivering Goods without any failures.
2. All goods purchased in the Shop are covered by a guarantee of the Seller and can be replaced if they:
 - have technical defects,
 - are inconsistent with the agreement,
 - have been mechanically damaged during delivery.
3. Clients, who bought Goods in the Shop – may send complaints in the written form (address: WKM Rachmistrz, ul. Budowlanych 6/1, 78-404 Szczecinek, Poland), electronical form (address: info@mathandfun.com) or by phone +48 696 035 324.
4. The Seller will respond to the complaint within 14 calendar days after receiving Client complaint application.
5. If complaint is deemed reasonable, Good will be replaced with the Good without any failures. If such a replace is not possible to make – refund of money received from the Client will be done.
6. Cost of returning Goods shipping will be covered by the Seller.
7. Returns and complain packages should be sent with the carrier - commonly chosen with the Seller or deliver in person to the address: **WKM „Rachmistrz” Mateusz Grabowski, ul. Budowlanych 6/1, 78-404 Szczecinek, Poland.**

§ 9. Repayment for the Client

1. When Seller is obligated to make a repayment of Client’s money – it should be done within 14 calendar days.
2. Seller makes money refund by the same payment method, which was used by Client. Unless – Client clearly agreed on other refund method. Money refund doesn’t include any additional costs for the Client.
3. Seller is not responsible for failure or delay in repayment or return term when Client - despite of a request in the sent e-mail - will not send the bank account, on which repayment should be done or all the data necessary to make a payment. Seller is not responsible for failures in repayment or delays if the reason for this are incorrect personal data (name, surname, address) or incorrect account number - provided by the Client.

§ 10. Final provisions

- 1.** All information presented on the Shop website, referring to the products (including prices) are not commercial offer within the meaning of the Polish Civil Code (Art. 66) but an invitation to enter into a sales contract, specified in the Polish Civil Code (Art. 71).
- 2.** Photos and videos in the Shop's website presents products. All these materials are Seller's property and cannot be copied in any way without Seller's written agreement.
- 3.** The Seller is not responsible for mistakes in order realization or other Client's request – which are caused due to incorrect data provided by the Client.
- 4.** In matters not covered in these Terms and Conditions shall apply the rules of Polish law, in particular the Civil Code, the Act of 27 July 2002 on specific terms and conditions of consumer sale and amendments to the Civil Code (uniform text: Journal of Laws of the Republic of Poland 2002 No 141, item 1176 with further amendments)
- 5.** Detailed information on Client's data protection are described in the [Privacy Policy](#) of the Shop WKM Rachmistrz.
- 6.** Presented Terms and Conditions came into life April 1, 2015.
- 8.** Recognition of individual provisions of these Terms and Conditions in the manner provided by law void or unenforceable, shall not affect the validity or enforceability of the remaining provisions hereof. In place of the invalid provision will apply the rule, which is closest to the objectives of the invalid provision, and all of these Terms and Conditions.

When there is dispute on Terms and Conditions content – the Polish language version of Terms and Conditions is the basis for interpretation.