



Sursum store – Corada! - Hearts up!

Shop rules

I. Introduction

Welcome to the Sursum-Corda Store website - www.sursum-corda.pl! We are pleased that you visit us and look at us☺

Please read our regulations and if you like them, we encourage you to accept them☺

1. These regulations define the rules for using the Sursum - Corda Store Website, available at <https://sursum-corda.pl>.
2. By entering the website, the Customer accepts these provisions of the regulations.

II. Definitions

For the purposes of these Regulations, the following definitions apply:

1. Statute–These Regulations specify the use by Customers of the Sursum-Corda online store by selling goods remotely, as well as performing all activities related to concluding sales contracts, orders for selected products, payment methods, delivery and shipping costs of products as well as the possibility of withdrawing from the sales contract, the possibility return selected products and make complaints.

2. Online Store (hereinafter "Store")–operates under the domain www.sursumcorda.pl through which the Customer can place orders and fully use the Store's services.

3. Store Name–Sursum-Corda store! – To the Top of the Heart!, also uses the shortened name: Sursum-Corda or sursum-corda or Sursum Corda, Sursum corda.

4. Seller/Service Provider–Sursum store – Corda! – W Górę Serca!, headquartered at ul. KK Baczyńskiego 5, 08-440 Pilawa, NIP:826-207-98-05, REGON:147255401, entered into the register of entrepreneurs - Central Registration and Information on Economic Activity (CEIDG) kept by the Minister responsible for Economy.

5. Customer / Service Recipient / Buyer–it is a natural person, a legal person or an organizational unit without legal personality, which is granted legal capacity by law, who uses the Store's products and also concludes a sales contract through it.

6. Commodity–products offered for sale in the online store www.sursum-corda.pl

7. Order–the Buyer's declaration of will submitted via the Store, which in particular specifies: type and quantity of products, type of delivery, method of payment, place of issue, delivery of the product. By placing an order, the Buyer concludes a sales contract for the selected product. **8. Sales agreement**–an agreement by which the Seller undertakes to transfer ownership of the item (goods, product) to the Buyer and deliver the item to him, and the Buyer undertakes to collect the item (goods, product) and pay the price to the Seller.

9. Distance contract–Sales Agreement within the meaning of the Civil Code concluded between the Seller and the Buyer by means of distance communication via the Store, the subject of which are goods and products.

10. Service(s)–service provided by the Service Provider electronically on the terms specified in the Regulations via the Store.

11. Order basket–one of the elements operating on the Store's website that allows you to place an order, preview the contents, modify or cancel your order.

12. **GDPR**-general regulation of the European Parliament and of the Council (EU) on the protection of personal data.

III. General provisions of the regulations

1. These regulations ("Regulations") regulate the conditions for concluding sales contracts via the Online Store www.sursum-corda.pl and specify the rules for the performance of these contracts, using the Online Store www.sursum-corda.pl by selling goods remotely, placing orders for products, payment of the sales price of products, delivery of products, and also includes the Buyer's rights to withdraw from the contract, rules for submitting and considering complaints, methods of returning products, and methods of delivering the shipment.

2. The online store ("Store") is run via the domain www.sursumcorda.pl.

3. The entity running the Online Store, the Service Provider and the Seller of the products placed therein, and at the same time the entity responsible for the compliance of the product with the contract, is the Sursum-Corda Store with its registered office at ul. KK Baczyńskiego 5, 08-440 Pilawa, NIP:826-207-98-05, REGON: 147255401. The owner and originator of the Store is Małgorzata Piętka.

4. Before using the Store, the Customer is obliged to read the regulations and their provisions, and in the event of a positive decision, accept it.

5. Information on the principles of data processing in connection with the use of the Store is specified in the privacy policy and confidentiality of all Customer data applies.

6. All photos posted on the Store's website, trademarks, product descriptions and other elements available on the website www.sursum-corda.pl are subject to copyright.

7. We want the shipment to be delivered efficiently and safely, so when placing an order, we ask that the customer's details match the place of delivery. In case of doubts as to the point of delivery of the shipment, we reserve the right to contact the customer to verify the data.

IV. Mutual obligations of the parties

1. Obligations of the Seller

The Seller is obliged to deliver the product to the Buyer no later than 14 days from the date of conclusion of the sales contract after the payment has been credited to the Seller's account. We usually ship the products earlier, immediately after receiving the payment.

2. Buyer's obligations

The Buyer is obliged to comply with the Store's regulations and use the Store in accordance with applicable regulations, respecting the prevailing rules.

V. Terms of sale and product prices

1. Information about products, sales price and description is made available to the Customer on the Store's website and constitutes an invitation to conclude a sales contract in accordance with Art. 71 of the Act of April 23, 1964, Civil Code - i.e. Journal of Laws Laws of 2023, item 1610 as amended amended, hereinafter referred to as the Civil Code and do not constitute an offer, including an offer within the meaning of Art. 66 of the Civil Code, but are only an invitation for the Customer to conclude a sales contract.

2. All product prices available on the Store's website are gross prices - they already include tax - including value added tax (VAT). Prices are given in the following currencies: PLN, EURO, USD and GBP.

3. Product prices available on the Store's website do not include delivery costs. Delivery costs depend on the selected method of delivering the products to the Customer, the value of the products (including weight, size) and are provided in the method of delivery of the product by the Customer. When placing an order, the Customer sees the total cost of the order - the cost of the product along with shipping costs.

4. In the event of unavailability of goods due to reprinting, production - quantity limitations, the Seller reserves the right to inform the Customer about the date of product availability and shipment as soon as possible.

5. The Seller may apply individually adjusted prices, which are subject to change.

VI. Placing orders

1. The contract between the Seller and the Buyer is concluded in the following cases:

- The customer will place an order online - add a given product to the cart, specifying the number of products,
- then confirm the purchase of your order by clicking the "place order" button,
- will enter the recipient's details - name and surname, address to which the product is to be delivered, as well as telephone number and e-mail address for contact regarding the order - in the case of individual customers.
- the last step to complete the order is to confirm the order by clicking "order and pay" and select one of the order payment methods available on the Store's website.

2. The customer can also place an order by sending us an e-mail to the following address: **zamowienia.sursumcorda@gmail.com or by sending a traditional letter with an order form.**

3. If the Customer wants to purchase products for his business, he must provide complete data for issuing an invoice before concluding a sales contract, min. company name, address, tax identification number (NIP).

4. The confirmation of purchase is a VAT invoice and a receipt.

5. The customer is presented with payment methods by which he can pay for his order.

6. The customer should pay within 7 business days after placing the order. If payment is not made within the specified period, the order will be canceled.

7. Products will be shipped after the payment has been recorded and received, which we will inform you about in an e-mail.

8. The Customer's order may be canceled in the following cases if:

- the Customer's data is incorrect, incomplete and prevents delivery of the product. We then contact the client,
- we did not record the payment.

V. Payment methods and means

1. The customer can pay for the order using the following methods:

- 24/h transfers by selecting your Bank,
- traditional transfer,
- Visa,
- blik,
- freely make a transfer to the Seller's account.

The Seller's Bank Account is as follows:

- **bank account in PLN**
Santander Bank Polska SA – PL75 1090 2835 0000 0001 5747 4694
- **bank account in EURO**
Santander Bank Polska SA – PL22 1090 2835 0000 0001 5748 9616

2. The refund is made to the bank account from which the order was paid.

3. The order processing time is counted from the day the funds are transferred to the Seller's bank account.

4. The order should be paid within 7 days from the date of placing the order.

VI. Delivery of products, shipping costs for customers from Poland and Internawowe

1. The order is processed from the date the payment is credited to the Seller's bank account.

2. The Seller delivers the goods using:

- In Post parcel lockers

- Courier Company.
3. The delivery date is as follows, depending on the chosen delivery method of the given courier company or Polish Post.
 4. Delivery costs are indicated when placing the order.
 5. If you place a wholesale order or a very large number of items, delivery costs depend on the size of the shipment. And please, if you place wholesale orders, please contact us by e-mail: zamowienia.sursumcorda@gmail.com
 6. We make every effort to ensure that the customer receives the order as soon as possible. We process orders from the date the payment is credited to the Seller's account within a maximum of 14 days. However, we ship orders as soon as possible once we receive payment. For reasons beyond our control, the order completion date may be extended, of which we will also inform the customer.
 7. The customer is obliged to provide all data for efficient and safe delivery of the order to the indicated address.
 8. When receiving the shipment, the Customer should check the condition of the product - whether the product matches the order placed.
 9. The customer is obliged to refuse to accept the order in the following cases:
 - damage to the shipment,
 - product damage,
 - order incompleteness,
 - inconsistency of the content with the subject of the order.
- The Customer should prepare a product damage report in the presence of the shipment supplier and inform the Seller about this fact. The date of receipt of the shipment by the Customer is considered to be the release of the product.
10. Complaints regarding mechanical damage to the product during transport will be considered only after preparing a damage report signed by the Customer and the shipment supplier.
 11. Pursuant to Art. 548 § 1 of the Civil Code, upon delivery of the goods, the benefits and burdens related to the goods and the risk of accidental loss or damage to the goods are transferred to the Customer.

12. In order to enable customers to purchase products not only in Poland but also from various parts of the world, we also process orders for international customers. Therefore, we also ask you to provide the correct delivery address so that the parcel is delivered efficiently and safely and so that our customer can fully enjoy the purchased products.

13. In the case of shipping a parcel to foreign customers, delivery costs vary depending on the country and the size of the parcel. Also in this case, please contact us by e-mail: **zamowienia.sursumcorda@gmail.com**

14. It is also possible to contact us and place an order by writing to us at: **zamowienia.sursumcorda@gmail.com**

VII. Withdrawal from the contract

1. The Customer has the option of withdrawing from the Sales Agreement (Return of the Product).
2. The sales withdrawal agreement (Return of the product) is attached as Annex No. 1. The customer can print it and send it back to us together with the order to the registered office address or send it in electronic form.
3. The Customer may withdraw from the contract for the sale of goods concluded remotely without giving a reason by submitting a declaration of withdrawal from the sales contract to the Seller within 14 days. The deadline starts from the day you take possession of the product, i.e. from the date of receipt of the shipment.
4. For the declaration to be valid, the Customer sends the declaration to the Seller within 14 days to the e-mail address: **kontakt.sursumcorda@gmail.com** or in paper version to the registered office address.
5. The returned product must be intact, unsealed, undamaged and returned to the store's address: ul. KK Baczyńskiego 5, 08-440 Pilawa together with the declaration of withdrawal sent within 14 days from the date of receipt of the shipment to the registered office address or e-mail.
6. The product should be packed so that it can safely return to the Seller.
- 7. The customer has no right to withdraw from the contract in the case of discs if the discs were delivered in a sealed package.**

and the packaging was opened after delivery (Article 38 of the Act of May 30, 2014 on consumer rights - i.e. Journal of Laws of 2023, item 2759, as amended).

8. We will not accept refunds in the following cases:

- if we have not received a declaration of withdrawal from the sales contract and the product within 14 days,
- sale of sealed products that have been opened after delivery, used by the Buyer, or damaged in any way.

9. In the event of withdrawal from the sales contract, the Customer is obliged to send the order at his own expense.

10. Payment will be made immediately, but no later than 14 days from the date of receipt of the declaration of withdrawal together with the product. Delivery costs will also be refunded to the Customer - the value of the order together with delivery costs.

VIII. Complaints

1. If the received product has defects or is inconsistent with the order placed, the Customer has the following rights:

- may exchange the product for another product free from defects.
- may receive a refund to the specified bank account.

2. Complaints under the warranty for defects (non-compliance of the product with the concluded sales contract) should be submitted in writing to the registered office address or e-mail_

kontakt.sursumcorda@gmail.com

3. The customer cannot withdraw from the sales contract if the defect is insignificant.

4. The Seller responds to the Customer's complaint within 14 days from the date of receipt of the product together with the complaint.

5. The funds will be refunded immediately if the complaint is considered positively within 14 days.

6. If the Customer finds non-compliance of the goods with the sales contract, he or she should return the product together with a complaint statement which constitutes Annex 2 to these regulations and the Customer should describe the defects of the product.

7. The customer can download the complaint declaration.

IX. Orders with international delivery

1. International customers also have the opportunity to purchase the offered products.
2. The product is delivered to the indicated address outside Poland by courier.
3. Delivery costs are determined individually depending on the country, according to the price list of a given courier company. We deliver the parcel as soon as possible, and within 14 days from the date the payment is credited to the Seller's account. However, we ship shipments immediately after the payment is credited to the Seller's account. The delivery time of the shipment may be extended for reasons beyond our control.

X. Personal data protection

1. The administrator of personal data is the Sursum – Corda Store.
2. Providing personal data is necessary to place and fully complete the order, conclude a sales contract, and send the full order to the Customer.
3. Your data is completely safe and confidential.
4. Each customer has the right to access data, update or stop processing and delete their personal data.
5. Detailed information on personal data protection can be found in the privacy policy.

XI. Final Provisions

1. In matters not regulated in these regulations, the provisions of law in force in the Republic of Poland shall apply.
2. If any controversial issues arise, we prefer to first resolve them through mediation. If the case is not resolved amicably, it will be referred and considered by the competent common court in accordance with the provisions of the Act of November 17, 1964, Code of Civil Procedure

3. The provisions of the regulations may be changed.

Attachments:

- Annex No. 1 - Withdrawal form from the sales contract (Return)
- Annex No. 2 – Complaint statement
- Annex No. 3 - Order submission form

The Regulations enter into force on April 2, 2024.