

## GENERAL INFORMATION

The conclusion of a contract between the Buyer and the Seller can take place in two ways:

The Buyer has the right to negotiate all provisions of the contract with the Seller before placing an order.

These negotiations should be conducted in writing and sent to the Seller's e-mail address:  
lusikalist@gmail.com

In the event that the Buyer resigns from the possibility of concluding a contract through individual negotiations, the following Regulations and relevant legal provisions shall apply. The contract is then concluded by accepting these Regulations.

## STORE REGULATIONS

### §1

#### Explanations

- Address - first and last name or name of the institution, postal code and city.
- Delivery price list - a list of available types of delivery and their costs, located on the website [www.lusikalist.eu](http://www.lusikalist.eu).
- Contact details:

e-mail: [lusikalist@gmail.com](mailto:lusikalist@gmail.com)

tel. +48 695 282 888

- Delivery – type of transport service along with the carrier and cost specified, listed in the delivery price list available on the website [www.lusikalist.eu](http://www.lusikalist.eu)
- Proof of purchase – invoice, bill or receipt issued in accordance with the Act on Tax on Goods and Services of 11 March 2004, with subsequent amendments and other applicable legal regulations.
- Product card – a single subpage of the store containing information about a single product.
- Customer – an adult natural person with full legal capacity, a legal person or an organizational unit without legal personality but with legal capacity, making a purchase from the Seller directly related to the business or professional activity they perform..
- Civil Code – the Civil Code Act of 23 April 1964, with subsequent amendments.
- Code of Good Practice – a set of rules of conduct, and in particular ethical and professional standards, referred to in Article 2, point 5 of the Act on Counteracting Unfair Market Practices of 23 August 2007, as amended.

- Consumer – an adult natural person with full legal capacity, making a purchase from the Seller that is not directly related to the business or professional activity they perform.
- Basket – a list of products prepared on the basis of the products offered in the store - the Buyer's choices.
- Buyer – Consumer and Customer.
- Place of issue of the item – the address or collection point indicated in the order by the Buyer.
- Moment of issue of the item – the moment when the Buyer or a third party indicated by them for collection takes possession of the item.
- Payment – the method of payment for the subject of the contract and delivery listed on the website [www.lusikalist.eu](http://www.lusikalist.eu)
- Consumer Law – the Act on Consumer Rights of 30 May 2014.
- Product – the minimum and indivisible quantity of items that may be the subject of the order, which is provided on the website [www.lusikalist.eu](http://www.lusikalist.eu) as a unit of measurement when determining its price (price/unit).
- Subject of the contract – products and delivery that are the subject of the contract.
- Subject of the service – the subject of the contract.
- Item – a movable item that may be or is the subject of the contract.
- Store – the Lusi Kalist ART website run by the Seller at <https://lusikalist.eu>, through which the Buyer can place an order.
- Seller – Lucyna Kalist-Łanecka, an entrepreneur running a business under the name CAL.NET, entered into the Central Register and Information on Business Activity run by the minister responsible for economic affairs and maintaining the Central Register and Information on Business Activity, NIP 6781486175, REGON no. 351439439,  
Poland, 30-504 Kraków ul. Kalwaryjska 9-15/14.
- System – a set of cooperating IT devices and software, ensuring processing and storage, as well as sending and receiving data via telecommunications networks using the appropriate end device for a given type of network, referred to as the Internet.
- Completion date – provided in product information or on the website [www.lusikalist.eu](http://www.lusikalist.eu).
- Agreement – an agreement concluded outside the entrepreneur's premises or remotely within the meaning of the Consumer Rights Act of 30 May 2014 in the case of Consumers and a sales agreement within the meaning of art. 535 of the Civil Code Act of 23 April 1964 in the case of Buyers.
- Defect – both a physical defect and a legal defect.
- Physical defect – non-conformity of the sold item with the agreement, and in particular if the item:

- does not have the properties that this type of item should have due to the purpose specified in the agreement or resulting from the circumstances or intended use; - does not have the properties of which the Seller assured the Consumer,
- is not suitable for the purpose of which the Consumer informed the Seller when concluding the contract, and the Seller did not raise any objection to such purpose;
- was delivered to the Consumer in an incomplete state,
- in the event of improper installation and start-up, if these activities were performed by the Seller or a third party for whom the Seller is responsible, or by the Consumer who followed the instructions received from the Seller,

it does not have the properties assured by the manufacturer or their representative or the person who introduces the item into circulation within the scope of their business activity and the person who, by placing their name, trademark or other distinguishing mark on the sold item, presents themselves as the manufacturer, unless the Seller was not aware of these assurances or, judging reasonably, could not have been aware of them or they could not have influenced the Consumer's decision to conclude the contract, or when their content was corrected before the conclusion of the contract.

- Legal defect - a situation when the sold item is the property of a third party or is encumbered with the right of a third party, and also if the restriction on the use or disposal of the item results from a decision or ruling of the competent authority.
- Order – Buyer's declaration of intent submitted via the store or e-mail address, clearly specifying: type and quantity of products, type of delivery, type of payment, place of issue of the item, Buyer's data and aiming directly at concluding an agreement between the Buyer and the Seller.

## §2

### General Conditions

- The agreement is concluded in Polish, in accordance with Polish law and these Regulations.
- The Seller undertakes to provide services and deliver items free from defects.
- All prices provided by the Seller are expressed in Polish currency and in euros, and are gross prices. Product prices do not include the cost of delivery, which is specified in the delivery price list available on the store's website.
- The Seller does not provide the Buyer with a guarantee within the meaning of Article 577 of the Civil Code.
- Confirmation, sharing, recording, securing all important provisions of the agreement in order to gain access to this information in the future takes the form of:
  - confirmation of the order by sending to the indicated e-mail address: information about the order,

- attaching a printed proof of purchase to the completed order, sent to the indicated place of issue of the item;

- information on the right to withdraw from the agreement, these regulations, the model withdrawal form are available at [www.lusikalist.eu](http://www.lusikalist.eu)

- The Seller does not charge any fees for communication with him using means of distance communication, and the Buyer will bear its costs in the amount resulting from the agreement he has concluded with a third party providing a specific service enabling distance communication on his behalf.
- The Buyer may use the option of saving his data by the store in order to facilitate the process of placing another order. For this purpose, the Buyer should provide a login and password, necessary to gain access to his account. The login and password are a sequence of characters set by the Buyer, who is obliged to keep them secret and protect them from unauthorized access by third parties. The buyer has the ability to view, correct, update data and delete the account in the store at any time.
- The seller complies with the code of good practices.

### §3

#### Conclusion of the contract and implementation

- Orders can be placed 24 hours a day.
- In order to place an order, the Buyer should perform at least the following actions, some of which may be repeated many times:
  - adding a product to the basket,
  - selecting the type of delivery - in accordance with the options available on the website [www.lusikalist.eu](http://www.lusikalist.eu) or individually agreed with the Seller via email
  - selecting the type of payment - in accordance with the options available on the website [www.lusikalist.eu](http://www.lusikalist.eu) or individually agreed with the Seller via email
  - selecting the place of delivery of the item,
  - placing an order in the store by using the "Buy" button / adding to the Cart
  - accepting the Store Regulations
- The conclusion of the contract with the Consumer takes place at the moment the Consumer's payment is credited to the Seller's account, which should take place within 3 business days from the date of placing the order.
- The conclusion of the contract with the Customer takes place at the moment the Customer's payment is credited to the Seller's account, which should take place within 3 business days from the date of placing the order.

- The Consumer's order, paid by bank transfer or via an electronic payment system, is fulfilled within 7 days of the conclusion of the agreement and the posting of the Customer's payment to the Seller's account.
- The Customer's order, paid by bank transfer or via an electronic payment system, is fulfilled within 7 days of the conclusion of the agreement and the posting of the Customer's payment to the Seller's account.
- Failure to receive funds in the Seller's account within 3 business days from the date of placing the order is considered a withdrawal from the purchase.
- The purchased subject of the agreement is sent, together with the sales document, by the type of delivery selected by the Buyer to the place of delivery indicated by the Buyer in the order.

#### §4

##### Right to withdraw from the agreement

- The Consumer, under Article 27 of the Consumer Law, has the right to withdraw from the agreement concluded at a distance, without giving a reason and without incurring any costs, except for the costs specified in Article 33, Article 34 of the Consumer Law.
- The deadline for withdrawal from a distance contract is 14 calendar days from the date of delivery of the item, and to meet the deadline it is sufficient to send a statement before its expiry. • In order for the Consumer to exercise the right to withdraw from the contract, they must inform the Seller of their decision to withdraw from the contract by means of an unequivocal statement (information sent by e-mail to the address: [lusikalist@gmail.com](mailto:lusikalist@gmail.com)).
- The Seller excludes the possibility of submitting a statement of withdrawal from the contract in a form other than written.
- Pictures/paintings and digital content (including NFTs) and personalized products, as well as products collected in person from the Seller or delivered in person by the Seller are not subject to the right to withdraw from the contract.
- In the event of withdrawal from the contract, the contract is considered not to have been concluded.
- The Consumer may use the model withdrawal form placed at the end of the Regulations.
- The Consumer is obliged to return the product together with proof of purchase (receipt or VAT invoice) to the Seller's address.
- In the event of withdrawal from the Sales Agreement, its parties are obliged to return what they mutually provided to each other in an unchanged state, unless the change was necessary within the limits of ordinary management. The return should take place as soon as possible, no later than within the deadlines provided for by the relevant provisions of law.

- The consumer returns the items that are the subject of the contract from which he withdrew at his own expense and risk.
- The consumer is liable for the reduction in the value of the item that is the subject of the contract and resulting from using it in a way that goes beyond what is necessary to determine the nature, characteristics and functioning of the item.
- The store is obliged to return the value of the returned goods (including the price of the purchased products) within 14 days of receiving the return (the shipment from the Customer).
- The seller returns the payment using the same method of payment that the consumer used, within 3 business days from the date of receiving the returned goods.
- The store has the right to refuse to accept the return of goods in the case of returning damaged goods or delivering to the store defective goods bearing traces of use.
- The consumer, in accordance with art. 38 Consumer Law, there is no right to withdraw from a contract:
  - where the price or remuneration depends on fluctuations in the financial market over which the Seller has no control and which may occur before the deadline for withdrawal from the contract expires,
  - where the subject of the service is a non-prefabricated item, manufactured according to the consumer's specifications or intended to meet their individual needs,
  - where the subject of the service is an item that spoils quickly or has a short shelf life,
  - where the subject of the service is an item delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the package was opened after delivery,
  - where the subject of the service is items that, due to their nature, are inseparably connected with other items after delivery,
  - where the subject of the service is audio or visual recordings or computer programs delivered in a sealed package, if the package was opened after delivery,
  - for the delivery of digital content that is not recorded on a tangible medium, if the performance of the service began with the express consent of the Consumer before the expiry of the deadline for withdrawal from the contract and after the entrepreneur informed him of the loss of the right to withdraw from the contract,
  - for the delivery of newspapers, periodicals or magazines, with the exception of a subscription agreement.

The administrator of personal data provided by the Buyer when using the Store is the Seller. Detailed information on the processing of personal data by the Seller - including other purposes and grounds for data processing, as well as recipients of data - can be found in the Privacy Policy available in the Store - due to the principle of transparency, included in the general regulation of the European Parliament and of the Council (EU) on data protection - "GDPR".

- The purpose of processing the Buyer's data by the Seller, provided by the Buyer in connection with purchases in the Store, is to fulfill orders. The basis for the processing of personal data in this case is:

- sales contract or actions taken at the Buyer's request, aimed at its conclusion (art. 6 sec. 1 letter b GDPR),

- legal obligation of the Seller related to accounting (art. 6 sec. 1 letter c) and

- legitimate interest of the Seller, consisting in the processing of data in order to determine, pursue or defend potential claims (art. 6 sec. 1 letter f GDPR).

- Providing data by the Buyer is voluntary, but at the same time necessary to conclude the sales contract. Failure to provide data will prevent the conclusion of a sales contract in the Store.

- The Buyer's data provided in connection with purchases in the Store will be processed until:

- the Seller ceases to be subject to a legal obligation to process the Buyer's data;

- the possibility of pursuing claims by the Buyer or the Seller related to the sales contract concluded by the Store ceases;

- the Buyer's objection to the processing of his personal data is accepted - in the event that the basis for data processing was the Seller's legitimate interest

- depending on what applies in a given case and what will happen at the latest.

- The Buyer has the right to request:

- access to his personal data,

- their rectification,

- their deletion,

- restriction of processing,

- request the transfer of data to another administrator

as well as the right to:

- file an objection at any time to the processing of data for reasons related to the Buyer's special situation - to the processing of personal data concerning him, based on art. 6 sec. 1 letter f of the GDPR (i.e. on legally justified interests pursued by the administrator).

- In order to exercise their rights, the Buyer should contact the Seller using the data from § 3 of the Regulations. If the Buyer considers that their data is being processed unlawfully, the Buyer may file a complaint with the President of the Personal Data Protection Office.

## §6

### Copyright

The painting is for sale. The purchased image cannot be used for advertising, reproduction / reprint, sale in the form of posters, postcards, in digital form, including those related to NFTs, etc., and copyrights that are not subject to sale together with the painting cannot be abused in any other way.

**If you are interested in purchasing a painting in a digital or NFT version, as well as a print on canvas or paper, please contact us by e-mail.**

## §7

### Final provisions

- None of the provisions of these regulations are intended to violate the Buyer's rights.
- The provisions regarding goods and the sales agreement apply accordingly to digital content and the agreement for the supply of digital content, unless the Regulations specify these issues separately
- The current version of the regulations is always available to the Buyer in the regulations tab ([www.lusikalist.eu](http://www.lusikalist.eu)). During the execution of the order and throughout the period of after-sales care of the Buyer, the regulations accepted by him when placing the order apply. Except for the situation when the Consumer considers them less favorable than the current ones and informs the Seller of the selection of the current ones as binding.
- In matters not regulated by these regulations, the relevant applicable legal provisions shall apply. Disputes, if the Consumer expresses such a will, shall be resolved through mediation or an arbitration court. Ultimately, the case shall be decided by a court with local and material jurisdiction.