

Welcome to **Maelu**. These terms and conditions ("Terms") apply when you as a consumer ("You"), place an order through [Maelu](#). The terms are an agreement between you and Maelu Dominika Frelkowska Ul. Porębska 6 04-980 Warszawa.

The conditions are only applicable for you as a consumer when an order is placed through our website. We ask that you carefully read the Terms before further use. By making purchases and using the site, you agree to the following terms and conditions. The Buyer has the right to negotiate the contract and following terms before buying an item. Negotiations should be kept in writing and directed to the Maelu address.

## Terms & Conditions

### §1 Definition

1. Personal Data Administrator:

Maelu Dominika Frelkowska

Ul. Porębska 6 04-980 Warszawa

NIP: 9522189722, REGON: 381851642

2. Postal address - name and surname or the name of the institution, location (street name, apartment or flat number) postal code and town.

3. Cancellation address:

Maelu Dominika Frelkowska

Ul. Porębska 6

04-980 Warszawa

4. Delivery costs - delivery in and information about delivery types and their costs is available at [Delivery](#)

5. Contact:

Maelu Dominika Frelkowska

Ul. Porębska 6 04-980 Warszawa

e-mail: [contact@maelu.pl](mailto:contact@maelu.pl)

telephone: +48517124619

6. Personal Data - when shopping on our website we will store some of your personal information in order to carry out your purchase. If acquiring details would require excessive costs, time or actions we will not proceed with an order.

7. Sensitive data - data containing racial or ethnicity information

8. Shipping - carrier service along with the cost list is located at [Delivery](#)

9. Bill of sale - a receipt or an invoice, issued in accordance with the Goods and Services Tax Act of March 11, 2004, and other applicable laws.
10. Product card - information about a single product.
11. Client - an adult with full legal capacity, or an organization with the capacity to make purchases.
12. Civil Code - Civil Code Act of April 23, 1964, as amended.
13. Consumer - an adult with full legal capacity.
14. Basket - list of products made in the store based on the buyer's choices.
15. Buyer - both Consumer and Customer.
16. Address of receiving the goods - postal address indicated in the order.
17. The moment of delivering the item - the moment when the Buyer or a third party indicates to take over the item.
18. Internet platform ODR - an EU operating website, on the basis of (EU) Regulation No. 524/2013 of the European Parliament, May 21 2013, on the online system for resolving consumer disputes, and amendments to Regulation (EC) No. 2006/2004 and Directive 2009/22 / EC and available at <https://webgate.ec.europa.eu/odr>
19. Payment - method of payment for the goods and delivery. At our website, payments are handled by Blue Media SA based in Sopot, ul. Haffner 6, postal code: 81-717, KRS: 0000320590. Available types of cards: Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro. If there is a need to return funds for a transaction, the seller will refund the money to the card assigned during the order.
20. Authorized entity - an entity authorized to the out-of-court resolution of consumer disputes, within the meaning of the Act on an out-of-court resolution of consumer disputes from September 23, 2016, as amended.
21. Privacy Policy - rules of processing personal data by the Administrator, the rights of Consumers and the duties of Data Administrator, are located at [Privacy policy](#)
22. Consumer rights - Consumer Rights Act from 30 May 2014.
23. Product - the minimum and an indivisible number of items that can be the subject of the order, and which is given in the Seller's

shop as a unit of measurement in determining its price (price/unit).

24. The subject of the contract - products, and delivery.

25. The object of the service - a subject of the contract.

26. Registry of UOKiK - registry of an authorized entity kept by the Office of Competition and Consumer Protection on the basis of the Act on out-of-court Dispute Resolution from September 23, 2016, with later amendments, available under [https://uokik.gov.pl/rejestr\\_podmiot\\_uprawnionych.php](https://uokik.gov.pl/rejestr_podmiot_uprawnionych.php)

27. RODO - Regulation (EU) 2016/679 of the European Parliament and the Council from 27 April 2016 on the protection of individuals with regard to personal data processing and free movement of such data with repealing Directive 95/46 / EC

28. Thing - a movable thing that may be the subject of a contract.

29. Shop - Internet service available at [maelu.com.pl](http://maelu.com.pl), via which the Buyer can place an order.

30. Seller:

Maelu Dominika Frelkowska

Ul. Porębska 6 04-980 Warszawa

NIP: 9522189722, REGON: 381851642

Register in CEIDG at:

[https://prod.ceidg.gov.pl/ceidg/ceidg.public.ui/](https://prod.ceidg.gov.pl/ceidg/ceidg.public.ui/SearchDetails.aspx?Id=c96606af-01ed-4c06-a4d4-f7dc62...)

[SearchDetails.aspx?Id=c96606af-01ed-4c06-a4d4-f7dc62...](https://prod.ceidg.gov.pl/ceidg/ceidg.public.ui/SearchDetails.aspx?Id=c96606af-01ed-4c06-a4d4-f7dc62...)

KONTO BANKOWE: 70 1050 1025 1000 0092 6202 6660

31. System - software, ensuring processing and storage, as well as sending and receiving data via telecommunications networks using the end device appropriate for any given type of network, commonly referred to as the Internet.

32. The term of execution - delivery time varies, from 1 to 7 working days.

33. Contract - a remote agreement based on the Consumer Rights Act from 30 May 2014, Art. 535 of the Civil Code of April 23, 1964, in case of the Buyers.

34. Defect - both physical defect and legal defect.

35. Physical defect - variance of the sold item, in particular, if the item:

a. has no sign of the bought item;

b. has no properties previously stated by the Seller,

c. is not suitable for the purpose stated before by the Seller, and the Seller did not raise any objections to its usage;  
d. has been delivered to the Consumer in an incomplete state;  
36. Legal defect- when the sold item is owned by a third party, or the use or disposal results from the decision or ruling authority.  
37. Order - declaration of will, submitted by the Buyer, clearly specifying: type and quantity of products; delivery; payment method; place of issue, details of the Buyer - aiming directly at the agreement between the Buyer and the Seller.

## **§2 General conditions**

1. The contract is concluded in Polish or English, in accordance with Polish law and these Polish regulations.
2. Place of delivery must be within countries listed at [Shipping](#).
3. Seller is obliged to provide services and deliver free from any defects.
4. Photos and other forms of visualization do not reflect actual size and are for information purposes only.
5. For every product there's a given price, binding at the moment of placing an order.
6. Maelu reserves the right to change prices of products and parcels included in the offer, enter and remove products from the offer, cancel promotional campaigns and make changes in them.
7. All prices are expressed in the Polish currency PLN, all prices quoted in the European language version of the store are in PLN, with an estimated EUR currency, all prices quoted in the British language version of the store are expressed in PLN with estimated currency GBP. All prices quoted on each language version of the store are gross prices (including VAT). The product prices do not include costs of delivery, which is specified in the delivery price list at [Delivery](#)
8. Confirmation, disclosure, protection of all essential parts of the contract takes the form of:
  - a. confirmation of the order by sending to the indicated e-mail address: order, information about the right to withdraw from the contract, the model form of withdrawal from the agreement in the pdf version, links to self-download the regulations;

b. proof of purchase - a receipt or invoice (a clear request of the client) attached to the completed order, sent to the indicated address.

9. The Seller provides correctness of the store in the following browsers: IE version 7 or newer, FireFox version 3 or newer, Opera version 9 or newer, Chrome version 10 or newer, Safari with the latest JAVA and FLASH versions installed, on horizontal or vertical screens above 1024 px. The use of third-party software affecting the functionality of browsers: InternetExplorer, FireFox, Opera, Chrome, Safari may affect the correct display of the store, therefore, in order to get full functionality of maelu.com.pl, you should disable them all.

10. The buyer may use the option of remembering his data in order to speed up the process of placing another order. For this purpose, the Buyer should provide the username and password necessary to access his account. The login and password are a sequence of characters determined by the Buyer, who is obliged to keep them secret and to protect them against unauthorized people. The buyer has the ability to view, correct, update data and delete the account at any time.

11. The Buyer is obliged to:

- not providing or forwarding content prohibited by law, e.g. content that promotes violence,
- use the store in a way that does not interfere with its operation, in particular through the use of specific software or devices,
- not taking actions such as: sending or placing unsolicited commercial information (spam) within the store,
- using the store in a way that is inconvenient for other Buyers and for the Seller,
- use any content posted only for personal use,
- use the store based on Polish law, as well as the general rules of the etiquette.

### **§3 Conclusion of the contract and implementation**

1. Orders can be placed 24 hours a day.

2. To place an order, Buyer should perform the following steps:

- a. add a product to the basket;
- b. choose type of delivery;

- c. choose type of payment;
  - d. choose delivery address;
  - e. place an order by using the "Order and pay" button.
3. Conclusion of a contract takes place at the moment of placing the order.
  4. Implementation of the Consumer's order takes place after the payment.
  5. Seller informs the Customer within 48 hours of placing the order about the conclusion of a contract.
  6. The Customer's order takes place after the payment is credited to the Seller's account.
  7. Delivery takes place within 1 to 7 business days.
  8. The purchased goods are sent with sales document by the chosen carrier to the place indicated by the Buyer in the order, attached documents referred to in § 2 point 6b. For each order implemented in Poland, sales document is a fiscal receipt. VAT invoice can be issued after providing necessary data. For each order carried out in the European country, a VAT invoice is attached.
  9. The Consumer cannot cancel the order after it has been sent.

#### **§4 Withdrawal**

1. Consumer is entitled to the right of withdrawal from a contract concluded remotely, without giving a reason and without costs, with the exception of the costs specified in art. 33, art. 34 of Consumer Law.
2. The expiry date for withdrawing from a distance contract is 14 days from the date of delivery of the item.
3. The Consumer may submit a declaration of withdrawal, available at [Returns](#).
4. The Seller shall immediately inform Consumer of acceptance of withdrawal.
5. In case of withdrawal, contract is considered void.
6. The consumer is obliged to return the item immediately (not later than 14 days from when he withdrew from the contract). To meet the deadline, it is enough to send back the items before its expiry.
7. The consumer sends back the items at his own expense.

8. The consumer is responsible for the decrease in the value of the goods.
9. The seal on each product must remain intact.
10. The Seller shall promptly, but not later than within 14 days, refund all payments made by Consumer, including the costs of delivering goods.
11. The seller returns the payment using the same method of payment as the Consumer used.
12. The Seller may withhold the return of payments until receiving proof of return.
13. Consumer, based on Article 38 of the Consumer Law, is not entitled to withdraw from the contract in which the price depends on fluctuations at the financial market over which the Seller has no control and which may occur before the deadline of withdrawal;

#### **§5 Warranty**

1. The seller based on art. 558§1 of the Civil Code excludes responsibility due to physical and legal defects (warranty).
2. The seller is responsible for (based on art. 556 of the Civil Code and subsequent ones) defects (warranty).
3. If a physical defect was found within one year of its delivery, it is assumed to occur during the usage.
4. If the sold item has a defect, Consumer may:
  - a. make a demand for a price reduction;
  - b. withdraw from the contract;unless the Seller immediately, and without excessive inconvenience exchanges the defective product for a defect-free one or removes the defect. However, if the item has already been replaced or repaired by the Seller or the Seller did not satisfy the obligation to replace the item for free from defects or to remove the defect, he is not entitled to replace the item or remove the defect.
5. Consumer, might demand replacement of the item for free from defects, or instead of replacing things, demands removal of the defect, unless it is impossible or would require excessive costs compared to the method proposed by the Seller, while the cost of things free of defects is taken into account when assessing the cost overruns, the nature, and significance of the found defect,

and the inconveniences to which the Consumer would otherwise be exposed.

6. The consumer cannot withdraw from the contract if the defect is irrelevant.

7. The Consumer may also:

1. demand replacement of faulty pieces for free from defects;
2. request removal of the defect.

8. The seller is obliged to replace the defective product with one free from defects or remove the defect in a reasonable time, without excessive inconvenience to the consumer.

9. The seller may refuse to satisfy the Consumer's request if it is impossible to bring the defective item into conformity with the contract in the manner chosen by the buyer, or it would require excessive costs compared to the second possible way to bring it into compliance with the contract.

10. The consumer is obliged to send the defective item to the address of the seller.

11. The costs of exchange or repair are made by the Seller, except for the situation described in §5 point 10.

12. The Seller is obliged to accept the defective item.

13. The seller within fourteen days will respond to the demand to lower the price, replace the item or remove of the defect. Within thirty days (Article 7a of consumer law) the Seller will refer to any other statements of the Consumer, which do not concern the fourteen day period.

14. The seller is responsible for the physical defect found before the expiry of two years from the date of delivery.

15. The Consumer's claim expires after one year, counting from the date of finding the defect, however, not earlier than within two years from the date of delivery of the item to the Consumer.

16. Within the time specified in §5 points 15-17, the Consumer may submit a withdrawal or ask for price reduction due to a physical defect of the sold item sold, and if the Consumer requests replacement of the item, for free from defects, removal of the defect, the deadline for filing a statement of withdrawal starts with the deadline of replacing the item or removing the defect.

17. During court investigation, the time limit for exercising other rights is suspended until the final conclusion of the proceedings. It

also appropriately applies to mediation proceedings, while the time limit for exercising other rights under the warranty, begins to run from the date of court refusal to the settlement.

18. The expiration of any deadline for finding a defect does not exclude the exercise of rights under the warranty if the Seller has concealed the defect fraudulently.

19. The seller is not liable for defects in the case when the customer at the time of conclusion of the contract about these defects knew or, judging sensibly, he should have known. If the seller has fraudulently concealed a defect in the sold item, the deadline for finding a defect does not exclude the exercise of rights under the warranty

20. Individual settings of the client's computer and monitor causing erroneous or distorted display of information about the Goods (eg colors) cannot be the basis for the complaint.

21. Complaints due to natural wear of the product, or products having mechanical damage resulting from improper use and care cannot be an issue for withdrawal. Information about jewelry care is available at [maelu.com.pl/strona/pielegnacja-bizuterii](http://maelu.com.pl/strona/pielegnacja-bizuterii)

### **§6 Privacy policy**

1. Personal Data Administrator is responsible for the processing of personal data and the rights of the Buyer related to his personal data.

2. Personal Data Administrator processes personal data of Buyers based on consent and in connection with the legitimate interests of the Seller.

3. Personal Data Administrator collects and processes personal data only to the extent of legal obligation.

4. The consent to the processing of personal data is voluntary, and the consent may be withdrawn at any time.

5. The following personal data are collected for the purpose of making an order:

a. address - necessary to issue a bill of sale;

b. the issue of the item - necessary to address the parcel;

c. e-mail - necessary for communication-related to the implementation of the contract;

d. Telephone number - necessary in case of choosing some carriers.

6. The privacy policy provides detailed solutions for the protection of personal data.

### **§7 Final provisions**

1. The following terms and conditions are not intended to infringe the Buyer's rights. It cannot be interpreted in this way, in the event of non-compliance with the applicable law, the Seller declares absolute compliance with the impugned provision of the regulations.

2. The registered buyers will be notified via e-mail about the changes to the regulations (on the e-mail address provided during registration or order). The notification will be sent at least 14 days before the entry of the new regulations. Changes will be introduced in order to adjust the regulations to the applicable legal status.

3. The current version of the regulations is always available at [maelu.com.pl/strona/regulamin](http://maelu.com.pl/strona/regulamin). During the execution of the order and throughout the period of after-sales care regulations accepted during placing the order apply. Except for the situation when the Consumer considers it to be less favorable than the current one and informs the Seller of the current choice as binding.

4. In matters not covered by these regulations, the relevant applicable law shall apply. Disputable issues are resolved by mediation proceedings by Voivodeship Inspectorate of the Trade Inspection or the trial before an arbitrary court at the Provincial Inspectorate of Trade Inspection. The consumer may also use the equivalent and lawful methods of pre-litigation or out-of-court dispute resolution, e.g. via the EU ODR online platform or by selecting any authorized entity from those in the UOKiK register. The seller declares his intention and consents to the out-of-court resolution of the consumer dispute. As a last resort, the matter is settled by the local and substantive court.