

## ZIMZONOWICZ.COM GALLERY REGULATIONS

### I. GENERAL

#### 1. Seller:

**Lukasz Samsonowicz**

An der Sporthalle 4

14476 Potsdam, Germany

Sales tax identification number: **046/265/02666**

Identification number: **93 211 057 415**

**Feiberufler** / Freelancer ["According to § 19 UStG the invoice amount does not include sales tax."]

Contact: **kontakt@zimzonowicz.com**

Phone: **+49 1525 3327 872**

URL address: **www.zimzonowicz.com**

**2. Customer.** The following terms and conditions apply to all contracts that Zimzonowicz concludes with consumers (hereinafter referred to as the customer) in the context of the online shop. A consumer is any natural person who enters into a legal transaction for purposes which are predominantly neither commercial nor self-employed.

**3. The online gallery** is available at [www.zimzonowicz.com](http://www.zimzonowicz.com) through which the customer can purchase products from the seller.

**4. Products** - moving objects that are presented in the online gallery and may be the subject of a sales contract.

**5. Order Form** - a free service on the gallery's website through which the customer can purchase products.

**6. Regulations** - These Regulations Gallery Website.

### II. PRICES

**1.** The prices of goods offered on Galeria Zimzonowicz.com are expressed in the following currencies EURO and are net prices excluding shipping costs.

**2.** The shipping costs are specified when ordering.

**3.** The price stated for each article is the valid price from the moment of placing the order until the time of the realization of the order.

### III. ORDER PROCEDURE AND CONCLUSION OF CONTRACT

**1.** The "online offers" contained on the website constitute a non-binding invitation to the customer to order from Zimzonowicz.

**2.** The necessary condition for the realization of the order is correct filling out the order form and details of the actual (real) address and contact information of the customer: (address, telephone number, e-mail).

**3.** The customer can order illustrated products exclusively by electronic means on the website of the online gallery

ZIMZONOWICZ, 24 hours a day, 7 days a week.

4. By submitting the completed order form on the Internet, the customer makes a binding offer to conclude a purchase contract. The following languages are currently available for ordering: German, Polish.

5. Inserting the article in the virtual shopping cart takes place by clicking on the button "add to shopping cart". The acceptance of the order takes place in the virtual shopping cart by clicking the button "order". Then you have to complete the order form and provide your own contact details and select the option "shipping and payment". The information about the total price is given to the customer each time before placing the order.

6. In the comments field, the customer should specify selected article options such as: color, quantity, size, language. Clicking the button "Orders from the obligation to pay" ends the ordering process.

7. Confirmation of the receipt of the order takes place together with the acceptance of the order immediately after sending by an automated e-mail.

The customer receives the e-mail order confirmation together with the request for a payment.

8. Only after the receipt of payment for the order (thus after the booking of the order payment) it comes to the purchase contract between the seller and customer.

9. No payment within the 3 days from the moment of receiving the e-mail order confirmation means the purchase renouncement.

10. If no copies of the product selected by the customer are available at the time of the customer's order, the seller shall inform the customer of this in the e-mail confirmation. In this case the customer can cancel the order or buy only those products that are available.

11. In the event of Customer's absence at the delivery address specified in the order form, the Supplier will leave the Avis behind or attempt to contact the Customer by e-mail or phone to set a new date for picking up the goods.

12. In the case of the return of the ordered products by the supplier to Zimzonowicz, the online shop immediately accepts contact with the customer by e-mail or telephone to determine the new delivery date and the additional (re) delivery costs.

#### IV. PAYMENT

1. The customer receives with each order the invoice, which the customer receives with the ordered goods to the specified address. The customer will also receive an e-mail invoice for the ordered products.

2. The customer has the following payment options available:

- **Cash** payment at the personal reception of the ordered products in the gallery (EUR).
- **PayPal**. Kontoname: **kontakt@zimzonowicz.com**
- **transfer:**

Account holder: **Lukasz Samsonowicz**  
Bank: **Mittelbrandenburgische Sparkasse in Potsdam**  
Account number / IBAN: **DE56 1605 0000 1101 9752 25**  
BIC: **WELEDED1PMB**

3. The customer should pay the order within the 3 days (72h) from the moment of the receipt of the e-mail order confirmation. No payment within the 3 days from the moment of the order confirmation of Zimzonowicz means the purchase renouncement.

4. If third-party providers are charged with payment processing, e.g. PayPal. their terms and conditions apply.

## V. SHIPPING

### 1. Shipping methods:

- **Courier**
- **Personal Reception in the gallery**

### 2. Delivery areas: Worldwide.

### 3. Shipping costs are available in the order form in the comment field "Shipping and Payment".

### 4. The cost of the return shipping is covered by the customer [Return].

### 5. The delivery time is 2-14 working days from receipt of payment for the products in the account of the store.

### 6. The customer will be informed about the shipment of the order on the same day to the specified e-mail address.

## VI. RETURN

### 1. Receipt of the order

In case of discrepancy of the order with the goods, the customer has the right to substitute delivery or to cancel the purchase contract. On the day of receipt of the order, the customer should check the order in the presence of the supplier. In the case of a finding of a defect in the delivered goods, it is necessary to write down the defect report in the presence of the supplier and to return the goods to ZIMZONOWICZ immediately. Please send the information about the return by e-mail before returning any items!

### 2. Returns and Cancellation

The customer (consumer) has the right to cancel this contract within fourteen days from the moment of receipt of the order without giving any reason. The customer must return the written **RETURN FORM** along with the undamaged goods and the receipt of payment (the invoice) to the registered office: Lukasz Samsonowicz, An der Sporthalle 4, 14476 Potsdam, Germany. The return is only possible if the goods were undamaged by the customer. The return costs are paid by the customer.

If you withdraw from the contract of sale, we shall reimburse you for any payments we have received from you (in accordance with the invoice issued) immediately and no later than fourteen days from the date on which we received notice of your cancellation of this agreement is. For this repayment, we use the same means of payment that you used in the original transaction, unless otherwise agreed with you; In no case will you be charged for this repayment fees. We can refuse the repayment until we get the goods back. You must return the goods to us immediately and in any event not later than fourteen days from the date on which you inform us of the cancellation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You bear the immediate costs of returning the goods. You only have to pay for a possible loss in value of the goods, if this loss of value is due to a handling that is not necessary for the examination of the nature, characteristics and functionality of the goods.

### 3. Exceptions

Excluded from the right of withdrawal are: supply contracts for goods which ZIMZONOWICZ has made individually for the customer and which are tailored to the personal needs of the customer. Particularly affected here are products that contain content that the customer has created himself, for example: original images on individual order. Special orders "made to order" taking into account the customer guidelines are not refundable and are not exchangeable.

## VII. RECLAMATION

1. If the customer (consumer) can prove shortcomings in the delivered goods, ZIMZONOWICZ will take care of the rectification of the defects or replacement delivery within a reasonable period of time. If the replacement or remedy of defects is not possible, the customer has the right to cancel the purchase or reduce the purchase price.

**2.** The warranty period is two years from the delivery of the goods. If the customer is an entrepreneur, the limitation period is one year.

**3.** The complaint should be made by means of a declaration describing the defects of the goods. The customer must send the written declaration of defects together with the goods and the proof of payment (the invoice) to the gallery. Also, any accessories must be returned.

**4.** The gallery considers the complaint and gives the answer in writing by mail or by electronic means (e-mail) immediately or within 14 days from the moment of receipt of the complaint.

**5.** If The Gallery accepts the complaint, the corrected invoice will be issued and sent to the customer. After the return of the signed corrected invoice from the customer, the customer will be refunded the purchase price or offered a replacement. The customer will be refunded the amount stated in the invoice. The gallery pays the transport costs of the complaint goods for both sides.

**6.** Please note that the colors you see on your screen may differ slightly from the actual colors! Such deviations do not justify a complaint.

## **VIII. WARRANTY**

**1.** The entrepreneur is obliged to deliver the ordered goods without defects. The warranty period is two years from the moment of delivery of the brand new goods. If the customer is an entrepreneur, the limitation period is one year.

**2.** The prerequisite for the claims under the guarantee is the intended use of the goods by the consumer and compliance with the manufacturer's recommendations.

## **IX. DATA PROTECTION (RODO)**

### **1. General provisions**

**1.1.** The data manager is Lukasz Samsonowicz based in An der Sporthalle 4, 14476 Potsdam. The data protection takes place after the general legal regulations and the storage takes place on secured servers.

**1.2.** For the interpretation of terms, a glossary of terms is used or as described in the Privacy Policy.

**1.3.** To better preserve the privacy policy, the term "user" has been replaced by the terms "you", "administrator" - "we". The term "GDPR" refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of persons and repealing Directive 95/46 / EC.

**1.4.** We respect the right to privacy and ensure data security. SSL (Secure Communication Encryption Protocol) was used for this purpose.

**1.5.** The personal data given in the contact form will be treated confidentially and will not be visible to unauthorized persons.

### **2. Data administrator**

**2.1.** The service provider is the administrator of the data of his customers. This means that if you voluntarily enter data into the contact form on our website, we will process your information as follows: last name, first name, e-mail address, telephone number, IP address.

**2.2.** The service provider is also the administrator of the people who subscribed to the newsletter.

**2.3.** Personal data is processed:

- in accordance with the provisions on the protection of personal data,
- in accordance with the implemented privacy policy,

- to the extent and for what purpose necessary to determine, structure, amend or terminate the contents of the Agreement and to properly implement the electronically provided services;
- as far as and for what purpose it is necessary to fulfill legitimate interests (legitimate purposes), the processing does not infringe the rights and freedoms of the data subject:
- to the extent and purpose consistent with the consent you have given us, once you have subscribed to the newsletter,

**2.4.** Each data subject has the right to access, correct, delete or restrict the processing, file an appeal and file a complaint with the Regulatory Authority.

**2.5.** Contact with the person supervising the processing of personal data in the organization of the service provider is possible by e-mail at kontakt@zimzonowicz.com

**2.6.** We reserve the right to process your data after termination of the contract or withdrawal of consent only to the extent that we have to assert claims before a court or if we are bound by national or EU regulations or international law for the retention of data.

**2.7.** The service provider has the right to disclose the user's personal information and other data to bodies authorized under applicable law (such as law enforcement agencies).

**2.8.** The deletion of personal data can be done by revoking the consent or filing a legally permissible objection to the processing of personal data. The data will be deleted automatically after 2 years.

**2.9.** The service provider does not share personal information with any body other than those permitted under applicable law.

**2.10.** We have introduced an access control that minimizes the impact of a possible data security breach.

**2.11.** Personal data is only processed by authorized persons or processors with whom we work closely together.

### **3. Cookies**

**3.1.** The website zimzonowicz.com uses cookies. These are small text files sent by the web server and stored by the browser computer software. When the browser reconnects to the site, the site detects the type of device that the user is connecting to. With parameters, the information contained therein can only be read on the server on which it was created. Cookies therefore facilitate the use of previously visited websites.

The information collected relates to the IP address, the type of browser used, the language, the type of operating system, the Internet service provider, time and date, location, and information sent to the site through the contact form.

**3.2.** The data collected will be used to monitor and monitor how users use our websites to improve the functioning of the website through more efficient and easier navigation. We monitor user information with the Google Analytics tool, which records user behavior on the site.

Cookies identify the user and allow him to tailor the content of the website he uses to his needs. We use cookies to ensure the highest level of usability for our website. The data collected will only be used within Galeria Zimzonowicz.com to streamline operations.

**3.3.** We use the following cookies on our website:

- "necessary" cookies that enable the use of the services available on the website, such as authentication cookies used for services that require authentication on the website;
- Cookies to ensure security, for example to detect fraud in the area of authentication on the website;
- "Performance" cookies that allow the collection of information about the use of websites;
- "functional" cookies that allow the user to remember selected settings and to personalize the user interface, for example, in relation to the language or region from which the user originated, font size, appearance of the website, etc .;

**3.4.** The user can deactivate or restore the option to collect cookies at any time by changing the settings in the web browser.

Additional personal data, such as an e-mail address, will only be collected in places where the user has expressly consented to this by completing the form. We store and use the above data only for the purposes required to perform the specified function or order.

## **X. JURISDICTION AND PLACE OF FULFILLMENT**

**1.** The place of fulfillment of this contract is the registered office of Galerie in Potsdam, Germany.

**2.** Jurisdiction is the seat of the seller, if the purchaser is a merchant, a legal entity under public law or a special fund under public law.

**3.** The contract in accordance with these General Terms and Conditions is subject exclusively to the law of Germany.

**4.** Should individual provisions of these General Terms and Conditions be ineffective or contradict the statutory provisions, this shall not affect the remainder of the contract.

**5.** In the event of disputes arising out of a contract of sale, the parties shall, by mutual agreement, seek an amicable settlement of the matter by means of out-of-court dispute resolution methods. In this regard, the customer is able to use mediation.

**6.** For the settlement of disputes arising from the purchase contract, the court responsible for the domicile of the customer (consumer) or another court individually agreed with the customer shall be responsible.

## **XI. COPYRIGHT**

**1.** The products exhibited by ZIMZONOWICZ, original works of art are protected by copyright worldwide. The customer is not entitled to produce, duplicate or distribute the products of the ZIMZONOWICZ Gallery itself or through third parties. Any reproduction for commercial purposes requires the written permission of the author.

## **XII. FINAL PROVISIONS**

**1.** All deliveries by ZIMZONOWICZ to the customer are made on the basis of the General Terms and Conditions of Business. These are based on all offers and agreements between ZIMZONOWICZ and the customer and are considered to be accepted for the duration of the entire business relationship.

**2.** By placing an order, the customer declares that he has read these terms and conditions and has fully accepted their terms.

**3.** The gallery has the right to modify the terms and conditions. But ZIMZONOWICZ has a duty to inform customers about the changes in the terms and conditions. In this goal, the seller must indicate the current date of the update of terms and conditions on the website of the online shop. These changes must not violate the acquired rights of customers using the gallery.

**4.** The contents of the contract of sale concluded shall be saved, secured and made available to the customer by making these provisions available on the website of the online gallery, sending the customer an e-mail with an electronic invoice and attaching a proof of purchase to the items becomes.

**5.** Responsibility for online offer. Lukasz Samsonowicz is responsible for the products offered in an online gallery zimzonowicz.com.

**UPDATE OF REGULATIONS: 10.07.2022**

