RULES OF THE GENEME STORE

§ 1 Preliminary provisions

1. These Terms and conditions define the rules and procedures for the execution and fulfillment of product orders through the store.

2. Please read the following terms and conditions carefully before using the store. If you do not agree with any provision of the terms, or with all of it, please do not accept the terms and conditions and use the store.

3. The client, after accepting the contents of the regulations, is obliged to comply with it.

§ 2 Definitions

1. Seller-GENEME Sp. z o.o. with the registered office of Gdansk, at UL. Piotrkowska No. 41C, entered in the register of entrepreneurs under the number KRS 0000746478, conducted by the District Court of Gdansk-Północ in Gdansk VII Commercial division of the National Court Register of KRS, NIP 5833320524.

2. The client-an adult natural person, a legal person or an organizational unit with no legal personality who makes the order and accepted the terms and conditions.

3. User – Any person who uses the store.

4. Shop-an online store operated by the seller at the Internet address https://geneme.eu, enabling the provision of services electronically to clients.

5. Terms and conditions-these store rules.

6. Order-Declaration of intent of the client submitted by means of the order form and aimed directly at the conclusion of the contract of sale of product or products from the seller.

7. Fulfillment of the order-the seller's delivery of the order to the address indicated by the customer. The customer is obliged to cover the costs of executing the order.

8. Order form-a form available in the store allowing the placing of the order, in particular by adding products to the shopping cart and determining the terms of the sales agreement, including the method of delivery and payment.

9. Products-goods or services presented by the seller in the store, which the customer can choose to purchase.

10. Price – means the price of the product placed in the store next to the product information. The quoted price is expressed in Polish zloty and includes VAT.

11. Sales Agreement-Product sales agreement concluded between the customer and the seller through the store.

§ 3 Contact


2. Seller’s email address: kontakt@geneme.eu
§ 4 Shop

1. To use the store, including browsing the store assortment and placing orders for products, are necessary: A. Terminal device with Internet access and browser Website B. Active e-mail account (e-mail), C. cookies-enabled.

2. The seller is not responsible for
A. Incompatibility of the store with the end device and software of the user or with its connection to the public Internet network;
B. Technical difficulties, including errors and failures in connecting to the store, which lie on the user's side.
C. Browsing the store assortment does not require account creation. Ordering by the customer for the products in the store's assortment is possible by providing the necessary personal and address information for the execution of the order.

§ 6 Rules of making Orders

1. In order to place an order: (macie wypunktowanie od litery b (b,c,d,e) w wersji polskiej)
   a. Select the product that is the subject of the order, then click the "To Cart" button (or equivalent);
   b. Fill in the order form by entering the customer details of the order and the address to which the product is to be delivered, select the type of shipment (method of delivery of the product), enter the invoice data if different from the customer's order details,
   c. Click the "Order and pay" button and confirm the order by clicking on the link sent in the message to the specified e-mail address,
   d. Select one of the available payment methods and depending on the method of payment, pay the order within a specified period.

§ 7 Delivery and payment

1. The purchased products are delivered by courier.

2. The seller accepts online payments available on the shop website. Detailed information about delivery methods and acceptable payment methods can be found on the store pages.

§ 8 Sales contract conclusion/performance/execution

1. The conclusion of the sales agreement between the client and the seller is effected after the customer has placed the order using the online store order form.

2. After placing the order, the seller will confirm receipt. Confirmation of receipt of the order and its acceptance for execution shall be effected by sending the customer a corresponding e-mail message to the client's e-mail address provided at the time of placing the order, which shall contain at least
Least the seller's statement of receipt of the order and its acceptance for execution and confirmation of the conclusion of the sales agreement. When the customer receives the above e-mail, the sales agreement between the customer and the seller is concluded.

3. In case of ordering products with different delivery dates, the delivery date is the longest specified date.

4. In the case of ordering products with different delivery times, the customer has the option to request delivery of the products parts or to supply all products after completing the entire Order.

5. Upon receipt of the ordered products, the customer is obliged to proceed in accordance with the enclosed instructions.

§ 9 right to withdraw from the contract

1. The customer is entitled to withdraw from the sales agreement within 14 days without stating a reason.

2. The period referred to in paragraph 1 begins with the delivery of the product to customer.

3. In the case of a contract which consists in the regular supply of products for a period of time, the period indicated in paragraph 1 runs from the receipt of the first product.

4. The customer may withdraw from the agreement by submitting a statement of withdrawal from the agreement to the seller. It is sufficient for the customer to send a statement before the expiry of that period.

5. The statement may be sent by traditional mail, or electronically by sending the completed statement to the seller's e-mail address. The model of the Declaration is appendix 1 to this regulation.

6. If the customer sends a statement electronically, the seller will promptly send the customer a confirmation of the withdrawal from the agreement to the specified e-mail address.

7. In the event of withdrawal from the contract concluded at a distance, the agreement shall be deemed not concluded.

8. In the event of withdrawal from the agreement, seller shall return without delay, no later than within 14 days from the date of receipt of the customer's statement of withdrawal from the agreement, all payments made by him, including the costs of delivering the goods, except for additional costs arising from the customer’s chosen Method of delivery other than the cheapest usual delivery method offered by the seller. The seller’s payment refund will be made using the same payment methods as the customer used in the original transaction, unless the customer has expressly consented to any other solution that does not entail any costs for it.

9. The seller may withhold the payment refund until the product is received back or until it has been provided with proof of its referral, whichever occurs first.

10. The Customer shall return the product to the seller's address provided in these terms and conditions immediately, no later than 14 days from the date on which he informed the seller of the withdrawal from the agreement. The deadline will be retained if the customer sends the Product before the expiry of the 14-day deadline.
11. The customer bears the direct costs of returning the product, including the cost of returning the product, if due to its nature this product could not be returned in the normal mode by mail.

12. The customer is solely responsible for reducing the value of the product resulting from its use in a manner other than necessary to determine the nature, characteristics and functioning of the product.

13. The right to withdraw from a distance contract does not apply to the customer in relation to the agreement: A. In which the subject of the service is supplied in a sealed package, which, after opening the packaging, does not may be returned due to health protection or hygiene reasons if the packaging has been opened after delivery, a. For the provision of services, if the seller has fully performed the service with the express consent of the customer, who has been informed by Commencement of the provision that, once the seller's performance has been fulfilled, the right to withdraw from the agreement is forfeit, a. (nie rozumiem użycia “a.” jest to jakiś skrót, czy pomyłka?) in which the subject of the provision are items which, after delivery, due to their nature, are inseparably linked to other things,

14. The right of withdrawal is not granted to the customer if he has entered into a contract in the course of his business.

§ 10 complaints

1. In the event of a defect purchased from the seller of a product or service performed by Geneme, the customer is entitled to a complaint based on the provisions of the Civil Code.

2. The complaint must be filed in writing or electronically to the seller's addresses provided in these terms and conditions.

3. The complaint will be processed within 14 days from the date of submission by the customer. The customer will be informed by the seller by letter, email or telephone.

4. The goods referred to in the complaint procedure should be sent to the address GENEME Sp. z O.O., ul. Walachki 24, 80-822 Gdansk

§ 11 extrajudicial methods of handling complaints and claims

1. In the event of a dispute with the seller or any doubts about their rights, the customer shall be able to use out-of-court means of handling complaints and redress.

2. Access to out-of-court dispute resolution procedures shall ensure, for Permanent amicable consumer courts operating within the trade inspection structure. The customer may also request legal assistance from the municipal or district Consumer Ombudsman, the Office for Competition and Consumer Protection, and other consumer organisations such as the Consumer Federation, the Polish Consumer Association and The European Consumer Centre, on the basis of these organisations

§ 12 personal data in the online store

1. The records concerning the protection of personal data are contained on the website https://geneme.eu/politykaprywatnosci.
§ 13 Final provisions

1. The agreement is governed by Polish law standards.

2. In all matters not dealt with in the above regulations shall apply the provisions of the Civil Code, the provisions of the Act of 30 May 2014 on consumer rights (Dz. U. of 24 June 2014) and other relevant laws.

3. Any disputes arising out of the execution of the order, in the absence of amicably resolved, will be considered by the competent court determined in accordance with the provisions of the Code of Civil Procedure. 

4. The Seller reserves the right to amend these Terms and conditions. Changes may not violate customer's rights arising from orders placed before the change. Amendment of the Regulations shall enter into force within 14 days of publication in the store. The seller informs the customer of the change of the regulations by means of a message sent electronically containing a link to the amended terms. If the customer does not accept the changes, he should notify the seller by clicking on the "I do not accept changes to the Rules" link, which will be tantamount to requesting removal of the account on service.

5. All content contained in the service, including trademarks, photographs, descriptions, applications are subject to legal protection. Any use of them in whole or in part constitutes a violation of the law.

Place, date
Consumer name:
Consumer address:
Trader name and address

Declaration of withdrawal from a distance or off-premises contract

I/We (*)............................................... hereby inform of my/our (*) withdrawal from the contract of sale of the following items (*)............................................... Contract of delivery of the following items (*)............................................................... Contract work consisting in the performance of the following items/for the provision of the following service (*)............................................................... consumer signature

(*) Delete as necessary