

Terms of Service

I. General Provisions

These Terms and Conditions define the rules for using the **DUSTYGREENDUTY online store**, available at www.dustygreenduty.com.

The owner of the Store is **Bartłomiej Gilewicz**, with a registered office at Lwa Tołstoja 10e, 47-220 Kędzierzyn-Koźle, NIP: 7492118589, REGON: 527104852 (hereinafter: **"Seller"**).

The Seller can be contacted via e-mail: dustygreenduty@gmail.com or phone: +48 535 558 719.

These Terms and Conditions are addressed to all users of the Store (hereinafter: **"Client"**).

The Client may be:

- a natural person with full legal capacity,
- a natural person conducting business activity,
- a legal person or an organizational unit without legal personality, but with the capacity to acquire rights and incur obligations on its own behalf.

Using the Store is equivalent to accepting these Terms and Conditions.

The Store sells goods via the Internet.

All product prices displayed in the Store are expressed in **Polish zloty (PLN)** and include VAT.

The Seller reserves the right to change product prices, conduct, and cancel promotional campaigns and sales. Price changes do not affect orders already placed.

The Seller makes every effort to ensure that the information on the Store's website is up-to-date and accurate. However, the Seller is not responsible for any errors or inaccuracies in product descriptions, availability, or prices that do not result from the Seller's fault.

II. Placing Orders

Orders can be placed:

- **24 hours a day, 7 days a week**, via the Store's website.

To place an order, the Client should:

- add the selected product to the cart,
- fill out the order form, providing the necessary data for order fulfillment,
- select a delivery and payment method,
- confirm the order.

After placing an order, the Client will receive an **order confirmation** to the provided e-mail address.

The order is considered placed once the Client clicks the "**Confirm Order**" button.

Order processing begins:

- in case of a bank transfer – **after the payment is credited** to the Seller's account,
- in case of other payment methods – **after the order is confirmed** by the Seller.

The Seller reserves the right to cancel an order if:

- the Client's data is incomplete or incorrect,
- payment authorization issues occur,
- the product is unavailable (the Client will be informed),
- the Client fails to make payment within the specified time (as stated in Section III).

In case of order cancellation, the Client will be informed immediately, and any payments made will be refunded.

The Seller reserves the right to introduce quantity limits for the purchase of specific products.

III. Payments

Available payment methods:

- **traditional bank transfer** to the Seller's account,
- **online payment**,
- **credit/debit card payment**.

For traditional bank transfers, the Client must make the payment within **2 business days** from the order date. Otherwise, the order will be canceled.

For online payments, the Client will be redirected to the payment operator's website to complete the transaction in accordance with that operator's terms.

The Seller issues a sales document (receipt or VAT invoice) for the purchased goods. This document is delivered with the goods or electronically, as requested by the Client.

The Client is obliged to pay the **full amount** for the goods and delivery.

IV. Delivery

The goods are delivered via a **selected courier company**.

Delivery costs are borne by the Client, unless the Terms or a current promotion state otherwise. Costs are indicated during the order process.

Order processing time ranges from **2 to 14 business days** from the date of [order processing commencement – see Section II.5]. This time may be extended due to reasons beyond the Seller's control (e.g., courier delays, unforeseen events).

The Seller is not responsible for delivery delays caused by the courier.

Upon receiving the goods, the Client must **inspect the package**. In case of visible damage, a damage report should be prepared in the courier's presence and the Seller contacted immediately.

If the Client fails to collect the package within the specified time, the Seller may charge **additional shipping costs** for re-delivery.

The Seller reserves the right to divide the order into parts and ship them separately, informing the Client accordingly. In this case, the Client pays only one delivery fee.

V. Right of Withdrawal from the Agreement

Clients who are **Consumers** have the right to withdraw from the sales agreement within **14 days of receiving the goods**, without giving a reason.

Custom-made or unique products from the DUSTYGREENDUTY main line are non-returnable.

To exercise the right of withdrawal, the Client must inform the Seller of their decision via a clear statement (e.g., letter, e-mail).

The Client may use the withdrawal form available on the Store's website, but this is not mandatory.

In case of withdrawal, the Client must return the goods within **14 days** from notifying the Seller.

The Seller refunds all received payments, including delivery costs (except for additional costs due to a more expensive delivery option than the cheapest offered), promptly and no later than **14 days** from the day the Seller was informed of the withdrawal.

The Seller may withhold the refund until the goods are received or the Client provides proof of return, whichever comes first.

The Client bears the **direct cost of returning the goods**.

The Client is responsible for any reduction in the value of the goods resulting from use beyond what is necessary to establish their nature, characteristics, and functioning.

The right of withdrawal does not apply in the cases specified in **Article 38 of the Consumer Rights Act**, particularly in contracts:

- for services fully performed with the Consumer's consent,
- for goods made to the Consumer's specifications or personalized,
- for perishable goods or those with short shelf life,
- for sealed goods that cannot be returned for health/hygiene reasons once opened,
- for goods inseparably mixed with others after delivery,
- for alcoholic beverages agreed upon at purchase but deliverable after 30 days,
- where the Consumer requested urgent repair or maintenance,

- for newspapers, magazines, or periodicals (except subscriptions),
- concluded at a public auction,
- for digital content not supplied on a physical medium, with prior consent of the Consumer before the withdrawal period ended.

VI. Complaints

The Seller is liable for physical and legal defects of the goods (**warranty**) under the Civil Code.

The Client may file a complaint about defects within **2 years** from the date of delivery.

Complaints should be submitted in writing to the Seller's address or by e-mail: dustygreenduty@gmail.com.

A complaint should include:

- Client's details,
- order number,
- description of the defect,
- date of defect discovery,
- Client's request (e.g., repair, replacement, price reduction, withdrawal).

The Seller will review the complaint within **14 days** from receipt.

The Client will be informed of the outcome via e-mail or in writing.

If the complaint is accepted, the Seller will:

- repair the product,
- replace the product with a defect-free one,
- reduce the price,
- refund the price (in case of withdrawal).

If the complaint is rejected, the Seller will provide a justification.

The Client may use **out-of-court complaint and redress methods**. Details are available from local consumer ombudsmen, consumer organizations, and Trade Inspection authorities.

If the complaint involves a return, the Client must return the item at the **Seller's expense**. If the complaint is accepted, return shipping costs will be reimbursed.

The Seller is not liable for damages occurring after delivery, unless due to a product defect.

VII. Personal Data Protection

The Seller is the **controller of Clients' personal data**.

Personal data is processed for:

- order fulfillment,
- electronic services provision,

- direct marketing,
- legal compliance.

Data is processed based on:

- Client's consent,
- necessity for contract performance,
- legal obligation,
- the Seller's legitimate interests.

Clients have the right to **access, rectify, delete, or restrict processing of their data**, object to processing, and request data transfer.

Clients can lodge complaints with the **President of the Personal Data Protection Office**.

Providing data is voluntary, but necessary for order fulfillment.

Full details on data protection are available in the **[Privacy Policy]**.

The Seller implements appropriate technical and organizational measures to protect personal data.

VIII. Final Provisions

In matters not covered by these Terms and Conditions, generally applicable laws apply, including the Civil Code.