

# TERMS AND CONDITIONS OF ONLINE SALE AT THE DISTRICT MUSEUM IN TORUŃ

## I. GENERAL PROVISIONS

1. These terms and conditions lay down the terms of sale of Goods and the manner of using the website [www.bilety.muzeum.torun.pl](http://www.bilety.muzeum.torun.pl), in particular: the terms of placing Orders, manner and dates of the payment of the price and return policy.
2. Information on Goods and descriptions available on the website constitute an invitation to the conclusion of a contract within the meaning of Art. 71 of the Civil Code.
3. The Museum represents that the Goods available on the website are free of physical and legal defects.

## II. DEFINITIONS

1. Seller/Museum/Data Controller/Online Sale System Administrator - shall mean the District Museum in Toruń, Rynek Staromiejski 1, 87-100 Toruń, NIP (Tax Identification Number): 956-00-11-771, REGON (Statistical Number): 871243679, entered in the register of cultural institutions kept by the President of the City of Toruń under number: 05/99.
2. Online Sale System - the electronic sale system maintained and established by the Seller, enabling the Users to use the online store at: [www.bilety.muzeum.torun.pl](http://www.bilety.muzeum.torun.pl) and the purchase of Goods.
3. Goods - an entry ticket allowing visitors to access exhibitions at all of the Seller's branches; souvenirs and publications offered for sale at the website: [www.bilety.muzeum.torun.pl](http://www.bilety.muzeum.torun.pl).
4. User - each person using the online sale system in any manner.
5. Purchaser - the User who placed an order in the online sale system for the purchase of the Goods.
6. Electronic Services - services provided by the Seller within the meaning of the Act on Providing Services by Electronic Means of 18 July 2002 (consolidated text: Journal of Laws of 2017, item 1219).
7. Personal Data - any and all information on the identified or identifiable natural person within the meaning of the provision of Art. 6 of the Act on Personal Data Protection of 29 August 1997 (consolidated text: Journal of Laws of 2016, item 922).
8. Electronic Payments System - shall mean the system operated by PayU ul. Grunwaldzka 182, 60-166 Poznań.

### III. TERMS OF REGISTRATION, PLACEMENT OF ORDERS, PRICE AND PAYMENT CONDITIONS

1. A purchase can be made, at the User's discretion, either after registering an account in the online sale system or without such registration.
2. In order to register in the online sale system, the User must fill out the form available on the website. In the registration process, the User is required to provide personal data necessary to execute the order and to create a login and a password
3. By registering in the online sale system, the User agrees to the processing of their personal data by the Seller, solely for the purpose of maintaining a user account in the online sale system.
4. The contract for the sale of goods is concluded through the online sale system upon the Purchaser's payment made via the electronic payment system. The payment is made upon the charging of the Purchaser's bank account.
5. The use of the online sale system does not require the payment of any additional fees apart from Internet charges borne by the Purchaser in line with their tariff package established by the Purchaser's service provider.
6. In order to purchase the goods via the online sale system, the Purchaser is required to:
  - 1) accept these Terms and Conditions,
  - 2) comply with all the required purchase procedures as set out at [www.bilety.muzeum.torun.pl](http://www.bilety.muzeum.torun.pl),
  - 3) provide their personal data,
  - 4) select the goods,
  - 5) verify whether the personal data provided by them is correct,
  - 6) pay for their purchase via the integrated payment system.
7. Making the purchase through the online sale system is conditional upon the Purchaser's payment for the order. If the Purchaser fails to pay for their purchase within 12 hours from receiving the order confirmation, the order will automatically be cancelled.
8. Payment for goods are operated by PayU ul. Grunwaldzka 182, 60-166 Poznań.
9. Prices of goods are given in PLN and they include VAT.
10. Updates on the processing of the order will be sent to the User via e-mail to the provided address.

11. To get a VAT invoice, the Purchaser must mark the "VAT Invoice" option upon the placement of the order and provide details necessary for the invoice to be issued.
12. The User will receive an e-mail confirmation of completing the transaction to their address provided while placing of the order online.
13. The sale of goods online in terms of the order and payment is subject to fiscalisation, therefore the User receives payment confirmation via e-mail.
14. Anyone making payments through a foreign bank should account for bank intermediation charges, as only a full payment within a specified deadline guarantees proper execution of the order by the Museum. Details regarding the shipment of goods abroad will be established on a case-by-case basis, after the order has been placed at [j.nowak@muzeum.torun.pl](mailto:j.nowak@muzeum.torun.pl)
15. VAT invoices will be issued pursuant to applicable regulations to persons, institutions and business entities that purchased tickets online.

#### **IV. SALE, CONTROL AND RETURN OF ENTRY TICKETS**

1. The online sale system enables both individual visitors and organised groups to purchase entry tickets to exhibitions in all of the Museum's branches and tickets allowing to take part in workshops, classes and other events organised by the Museum, listed in the calendar at [www.bilety.muzeum.torun.pl](http://www.bilety.muzeum.torun.pl).
2. Entry tickets can be selected by specifying the branch of the Museum, date, time, type of ticket and type of event at [www.bilety.muzeum.torun.pl](http://www.bilety.muzeum.torun.pl).
3. An entry ticket is valid only on the date specified on it. The User may purchase the ticket no later than 60 minutes before the closing time of the Museum or the start of a workshop or any other event.
4. Lack of possibility of purchasing tickets online does not mean that there are no more tickets available at the Museum's ticket office.
5. The purchase of entry tickets is conditional upon making the payment within 12 hours following the placement of an order.
6. Together with the transaction confirmation, the User will receive the electronic entry ticket to access the selected branches of the Museum. The ticket must be printed out and presented upon entry to the selected branch of the Museum.
7. Unused tickets cannot be returned and cannot be exchanged for entry tickets for a different date.

8. Upon the control of a discounted ticket at the Museum's ticket office, it is necessary to present a document proving that the visitor is entitled to a discount. If the visitor is unable to present a document proving that they are entitled to a discount (relevant documents are listed at [www.muzeum.torun.pl](http://www.muzeum.torun.pl)), the tickets purchased cannot be used to access the branches of the Museum and to participate in workshops and events for which they were purchased. Such tickets cannot be returned or exchanged for tickets allowing for the entry on a different date.
9. Where reasonably necessary, the Museum reserves the right to change the forms and terms of reservation and opening hours. Information about such changes will be published at [www.bilety.muzeum.torun.pl](http://www.bilety.muzeum.torun.pl). In exceptional circumstances, the Museum reserves the right to inform about the changes upon their occurrence. In such cases, the User has the right to request a refund for the tickets purchased or request that their expiry date be changed accordingly.
10. **Children under the age of 13 visiting the Museum must be accompanied by a parent, legal guardian, an adult or a group guardian.**

## V. SALE AND SHIPMENT OF SOUVENIRS AND PUBLICATIONS

1. The online sale system allows for the purchase of publications and souvenirs available at [www.bilety.muzeum.torun.pl](http://www.bilety.muzeum.torun.pl).
2. The only entity executing the order is the Museum.
3. The entity responsible for the shipment of the order is Poczta Polska SA. The price of the ordered goods does not include the shipment price (price of domestic shipment) of:
  - 1) Courier 48h (standard), maximum dimension of the parcel: 35cm x 30cm x 20cm, weight up to 5 kg – PLN 8.50;
  - 2) Express 24h (standard), weight between 5 kg and 20 kg - PLN 16.50.
4. Costs of international shipment shall be agreed on a case-by-case basis. Before making the purchase outside of Poland, in order to agree on the details of the order, the Purchaser should contact an employee of the Museum by sending an e-mail to the following address: [j.nowak@muzeum.torun.pl](mailto:j.nowak@muzeum.torun.pl) (for publications) or [m.kibilko@muzeum.torun.pl](mailto:m.kibilko@muzeum.torun.pl) (for souvenirs).
5. The Museum ships the ordered goods only after it has received the payment through the integrated payment system PayU ul. Grunwaldzka 182, 60-166 Poznań. The Museum does not provide for the Purchaser's paying for the order "upon receipt".

6. Orders are being executed within seven business days from the date of making the payment for the order, Monday to Friday from 8.30 am to 3 pm (excluding public holidays).
7. Lack of possibility of purchasing souvenirs or publications online does not mean that there are no such items available at the Museum's ticket office.
8. The User will be updated on the progress in execution of the order via e-mail.
9. Where reasonably necessary, the Museum reserves the right to change the forms and terms of sale. Information about such changes will be published at [www.bilety.muzeum.torun.pl](http://www.bilety.muzeum.torun.pl). In exceptional circumstances, the Museum reserves the right to inform about the changes upon their occurrence.
10. The Purchaser can make a complaint about a faulty product which does not bear any traces of use, within 7 days from the receipt of the parcel. In order to do so, the Purchaser should contact an employee of the Museum by sending an e-mail to the following address: [j.nowak@muzeum.torun.pl](mailto:j.nowak@muzeum.torun.pl) (for publications) or [m.kibilko@muzeum.torun.pl](mailto:m.kibilko@muzeum.torun.pl) (for souvenirs).
11. If multiple products (souvenirs/publications) are being purchased, it is possible to negotiate a discount. In such a case, the Purchaser should contact an employee of the Museum by sending an e-mail to the following address: [j.nowak@muzeum.torun.pl](mailto:j.nowak@muzeum.torun.pl) (for publications) or [m.kibilko@muzeum.torun.pl](mailto:m.kibilko@muzeum.torun.pl) (for souvenirs).
12. If the Purchaser fails to pick up the product that has been ordered and paid for within 30 days from making the payment for the order, the Purchaser is not entitled to a reimbursement. In such a case, the Purchaser is obliged to cover the costs of the parcel and the costs of its second shipment. Otherwise, the Museum will not send the purchased product again.
13. If the parcel is returned to the sender (the Museum) for reasons beyond its control, is it possible for the purchased product to be sent again, subject to covering the costs of return of the parcel and costs of its subsequent shipment.

## **VI. RIGHT OF WITHDRAWAL FROM THE CONTRACT**

1. The Purchaser has the right to withdraw from the contract concluded at a distance under Art. 27 of the Act on Consumer Rights of 30 May 2014 (consolidated text: Journal of Laws of 2017, item 683) without providing any reason and bearing any costs as set out in Art. 33 and 34 sec. 2 of the Consumer Law.

2. The Purchaser may withdraw from the contract within 14 days from the release of goods. In order to comply with the said deadline, it is sufficient for the Purchaser to send a written statement prior to the expiry of the deadline.
3. The statement on withdrawal from the contract must be submitted by the Purchaser on a form as set out in Exhibit 1 to these terms and conditions or in any other form as provided for in the Act on Consumer Rights of 30 May 2014 (consolidated text: Journal of Laws of 2017, item 683):
  - 1) in writing to the address of the District Museum in Toruń, Rynek Staromiejski 1, 87-100 Toruń;
  - 2) via fax at +48 56 622 40 29;
  - 3) by e-mail to: [muzeum@muzeum.torun.pl](mailto:muzeum@muzeum.torun.pl).
4. The Museum shall promptly confirm to the e-mail address provided by the User (upon the conclusion of the contract or to any other address as provided in the submitted statement) that it has received the statement on withdrawal from the contract.
5. If the User withdraws from the contract, they are obliged to return the purchased goods, which do not bear any traces of use, within 14 days from the receipt of information that the Museum had received the statement on withdrawal from the contract, to the following address: The District Museum in Toruń, Rynek Staromiejski 1, 87-100 Toruń.
6. The cost of sending the goods back in the case of returning them shall be borne by the Purchaser.
7. No later than within 14 days from the receipt of the returned goods, which do not bear any traces of use, from the Purchaser, the Museum shall reimburse the User only with the amount equivalent to the price of the goods. The Museum does not reimburse the costs of shipment borne by the User upon purchase or return of the goods.
8. In the case of withdrawal from the contract and return of the goods to the Museum, the User is obliged to provide their details necessary to make a transfer for the goods, i.e.: full name, address, order number and bank account number.
9. The Museum shall reimburse the payment using the same method of payment as used by the Customer, unless the Customer explicitly agrees to another form of reimbursement which does not involve any additional costs.
10. Under Art. 38 of the Consumer Law, the Purchaser does not have the right to withdraw from the contract if:

- a) The price or remuneration under the contract are subject to fluctuations in the financial market, which are beyond the Museum's control and which may occur prior to the withdrawal from the contract,
- b) The object of performance under the contract is an item which was not prefabricated, was manufactured following the Purchaser's specifications or was made for the purpose of meeting the Purchaser's individual needs,
- c) the object of performance under the contract are goods which are liable to deteriorate or expire rapidly;
- d) the object of performance under the contract are goods in sealed packaging which cannot be returned after the package has been opened due to health protection or for hygiene reasons, if the package has been opened after delivery;
- e) the object of performance under the contract are goods which are, after delivery, due to their nature, inseparably mixed with other items;
- f) the object of performance under the contract are audio or video recordings or computer software delivered in sealed packaging, where the package has been opened after delivery;
- g) the object of the contract is the supply of digital content which is not supplied on a tangible medium if the provision has begun with the consumer's prior explicit consent before the end of the period for withdrawal from the contract and after they have been informed by the entrepreneur about the loss of the right of withdrawal from the contract;
- h) the object of the contract is the supply of newspapers, periodicals or magazines, with the exception of subscription contracts.

## **VII. STATUTORY WARRANTY**

1. The Museum is liable towards the Purchaser – consumer for any physical or legal defects of the purchased goods. In such a case, provisions of applicable law apply.
2. The Museum excludes warranty for defects of the goods if the Purchaser is a business entity.
3. The Museum's liability towards the Purchaser who is not a consumer covers the actual amount of the damage incurred. The Museum excludes its liability for damage in the form of loss of profit. Liability for improper performance of the contract is limited to the amount constituting the price of the goods and the costs of shipment borne by the Purchaser who is not a consumer.
4. The Museum is indemnified under the statutory warranty if the Purchaser knew about the defect upon the execution of the contract.

5. In the case of a contract with the Purchaser, if the physical defect has been discovered before the lapse of one year from the delivery of the goods, it is assumed that the defect existed upon the transfer of the risk to the Purchaser.
6. If the sold product is defective, the Purchaser has the right to:
  - 1) Submit a statement requesting a price discount;
  - 2) Submit a statement of withdrawal from the contract;unless the Museum promptly and without excessive inconvenience for the Purchaser replaces the defective goods for goods free from defects or rectifies the defect. However, if the goods have already been replaced or repaired by the Purchaser or the Purchaser has failed to comply with the obligation to replace the goods for goods free from defects or to repair the goods, the Purchaser is not entitled to exchange the goods or have the defect rectified.
7. Instead of having the defect rectified, as proposed by the Museum, the Purchaser has the right to request that the goods be replaced for goods free from defects or instead of having the goods replaced, request that the defect be rectified, unless restoring the goods to the state compliant with the contract in a manner chosen by the Purchaser is impossible or would require excessive costs in comparison to the manner proposed by the Museum, whereby, when assessing the excessive nature of the costs, the value of goods free from defects and the type and significance of the discovered defect are taken into consideration as well as inconvenience that the Purchaser would be subject should another manner of satisfaction be chosen.
8. If the sold goods are defective, the Purchaser has the right to:
  - 1) Request that the goods be replaced for goods free from defects;
  - 2) Request that the defect be rectified.
9. The Museum is obliged to replace the defective goods for goods free from defects or to rectify the defect within 14 days from the Purchaser's notification about the defect.
10. The Museum has the right not to comply with the Purchaser's request, if it is impossible to restore the defective goods to the state compliant with the contract in a manner chosen by the Purchaser or it would require excessive costs in comparison to another possible manner of restoring the goods to the state compliant with the contract.
11. The Purchaser exercising their rights under the statutory warranty is obliged to deliver the defective goods to the address for service of complaints at the Museum's cost.
12. The costs of replacement or repair of the goods shall be borne by the Museum.
13. The Museum shall process the Purchaser's complaint within 14 days from its receipt. The Purchaser will be notified by e-mail about the manner of processing the complaint, depending on the manner of processing the complaint chosen by the Purchaser. The Museum shall have



30 days to respond to any other statement of the Purchaser that is not subject to the 14-day time limit as specified in the Civil Code (Art. 7a of the Act on Consumer Rights of 30 May 2014).

#### **VIII. DATA PROTECTION**

1. The Museum is the controller of Personal Data of Users pursuant to the Act on Personal Data Protection of 29 August 1997 (consolidated text: Journal of Laws of 2016, item 922, as amended).
2. The Museum collects and processes Personal Data of its Users for the purpose and to the extent necessary to execute orders.
3. The User has the right to access and modify their Personal Data.
4. The provision of Personal Data is voluntary. If the provision of Personal Data is required to provide the service, failing to provide Personal Data is equivalent to the termination of the contract for the provision of services by the Museum.
5. Personal Data obtained by the Museum is confidential.

#### **IX. FINAL PROVISIONS**

1. The Museum is not liable for the consequences of provision of false or erroneous data in the order form by the Purchaser.
2. The Museum is not liable for data transmission disruptions when the purchase is being made.
3. Should any of these terms and conditions prove void, contracts executed thereunder remain in full force and effect. In such a case, provisions of applicable law apply.
4. The processing of orders shall be governed by Polish law.
5. Any matters not provided for herein shall be governed by the provisions of Polish law.
6. Any disputes that may arise under the performance of contracts executed hereunder shall be settled by a competent Polish court having jurisdiction over the seat of the Museum, unless otherwise provided by specific provisions of law, in particular provisions relating to consumers.
7. The terms and conditions shall enter into force on the day of their publication at [www.bilety.muzeum.torun.pl](http://www.bilety.muzeum.torun.pl).



Exhibit no. 1 to the Terms and Conditions of Online Sale at the District Museum in Toruń.

Place, date

.....  
.....  
.....  
Consumer's full name  
Consumer's address

District Museum in Toruń  
Rynek Staromiejski 1  
87-100 Toruń,  
TAX IDENTIFICATION NO. (NIP): 956 00 11 771  
REGON (STATISTICAL NUMBER): 871243679

Statement  
Of withdrawal from the contract concluded at a distance  
of off-premises

Pursuant to Art. 27 of the Act on Consumer's Rights of 30 May 2014 (consolidated text: Journal of  
Laws of 2017, item. 683), I hereby notify about the withdrawal from sale contract

no.....regarding the following goods:.....

Date of conclusion of the contract.....

.....  
Consumer's signature

