

REGULATIONS OF SALE OF PUBLICATIONS OF THE RZESZÓW UNIVERSITY PRESS

These Regulations have been issued on the basis of art. 8 sec. 1 point 1 of the Act of July 18, 2002 on the provision of electronic services (consolidated text, Journal of Laws of 2020, item 344, as amended) and is made available to Users free of charge in a form that allows its downloading, recording and printing.

I. Definitions

- **Store** - an online store operating under the <https://wydawnictwo.ur.edu.pl> domain
- **User** – an individual with full or limited legal capacity, a legal person or an organizational unit without legal personality, which the law grants legal capacity, using the Store and/or ordering Goods available in the Store, including the Purchaser, unless the Regulations clearly state otherwise,
- **Seller** - University of Rzeszów, Rzeszów University Press, al. Rejtana 16C, 35-959 Rzeszów. Registered under NIP number: 813-32-38-822, Regon: 691560040.
- **Goods** - books and magazines published in printed (material) form and offered for sale in the Store
- **Order** - User's declaration expressing the will to conclude the Agreement, submitted by the Purchaser via:
 - a) Store by completing the order form,
 - b) e-mail,
 - c) by phone,
- **Agreement** - a contract for the sale of Goods within the meaning of the provisions of the Civil Code concluded between the Seller and the User, concluded in Polish
- **Regulations** - these Regulations of the Store
- **Working days** - working days of the Rzeszów University Press's Distribution Department indicated in the Regulations from Monday to Friday, excluding holidays, inventory and other breaks in the work of the Seller's Distribution Department, about which the Seller informed on the Store's home page.

II. Seller's address details

Contact with the Seller is possible:

- a) in writing or in person at the following address: Rzeszów University Press, ul. Prof. S. Pigonia 6, 35-310 Rzeszow,
- b) by phone number 17 872 13 69
- c) via e-mail at: wydaw@ur.edu.pl

III. Terms of use of the Store and placing Orders

1. Through the Store, the User has the option of viewing information about the Goods, searching for Goods, as well as concluding an Agreement by placing an Order.
2. Each Good has its own title, which is the basis for selecting a specific Order. To get to know the detailed information about the offered Goods, one should click the mouse on the title of the Good.
3. Finding the Goods is possible thanks to the thematic division and the search engine. One can search for a product by entering its name or its fragment in the "Search" field. It is possible to search by entering: a) the title, b) the author/editor, c) the ISBN/ISSN number of the Good.
4. The subject of the Agreement may be Goods available in the Seller's warehouse.
5. Orders can be placed:
 - a) via the Store by completing the order form available on the Store's website - 24 hours a day, 7 days a week,
 - b) by e-mail to the following address: wydaw@ur.edu.pl - 24 hours a day, 7 days a week,
 - c) by phone at: 17 872 13 69 - on Business Days from 8.00 a.m. to 3.00 p.m.,
6. In the Order, the User specifies the titles of the ordered Goods and their number, payment method and shipping method, and provides the Seller with his/her data necessary to complete the Order.
7. In order to place an Order via the order form available on the Store's website, you must:
 - a) select one or more Goods presented in the Store; placing an Order via the Store can be started on any Store page, using the icon with the inscription "Add to basket" in the basket tab next to the selected Good or the icon with the inscription "Add to basket" under the description of the selected Good. (Clicking on this icon places the Goods in the basket. Its content can be checked at any time by hovering the cursor over the picture of the basket in the upper right corner of the Store's website. By clicking the "View basket" icon, you can edit the basket and change the number of ordered Goods and remove them from the basket. By clicking the "Order" icon, the User is transferred to the order completion form).
 - b) complete the address form by providing all the data necessary to perform the Agreement (all fields marked with an asterisk must be filled in),
 - c) select the payment method and shipping method (if the option is available),
 - d) accept the Regulations,
 - e) place an Order by clicking the "**ORDER AND PAY**" button.
8. Until the Order is placed, the User has the right to modify the Order and the entered data, including removing the Goods, reducing or increasing their number using the tools available for the Store, including the basket, as well as resign from placing the Order.

9. The placed Order is verified by the Seller in order to check its correctness and the presence of the Goods in the warehouse, after its verification, the User is sent information about the Seller's acceptance of the Order for execution to the e-mail address provided by the User.
10. As a result of placing an Order and accepting it for execution, the Agreement is concluded.
11. The User will be informed by e-mail or telephone about the costs related to the shipment of the Goods.
12. The Seller reserves the right to contact the User before the execution of the Order in order to clarify any ambiguities related to the Order
13. The Seller is obliged to deliver the Goods without defects. In case of problems, please report them in the complaint handling procedure. Under the Agreement, in particular for defects of the purchased Product, the Seller is liable to the User to the extent specified in the Act of April 23, 1964 Civil Code (i.e. Journal of Laws of 2022 pos. 1360 with later as amended), in particular in art. 556 - Art. 576 above of the act.
14. The contract lasts until the execution of the Order

IV. Methods and deadlines for the execution of the Order

1. The order will be processed if the Goods covered by the Order are available in the Seller's warehouse.
2. Available methods of delivery of Goods:
 - a) collection of the order at the office of the Rzeszów University Press at the address: ul. S. Pigonia 6, 35-310 Rzeszów (Rzeszów University Press), room 112, from Monday to Friday from 8.00 a.m. to 3.00 p.m., after prior arrangement with the Seller of the date and time of collection,
 - b) via DHL courier.
3. Orders for Goods are carried out only on the territory of the Republic of Poland.
4. The Order completion date depends on the selected method of delivery of the Goods. Orders for Goods in stock are delivered to the address indicated by the User via a courier company within 5 calendar days.
5. The Seller makes every effort to ensure that the Goods in the warehouse for Consumers are sent within 5 days (on Business Days) from the date of accepting the Order for execution. This means that by post, the shipment will probably be delivered within 2-7 Business Days from the date of acceptance of the Order for execution. The final delivery date should not be longer than specified in point 4 above.
6. Orders are processed on Business Days.
7. In the case of Orders carried out on delivery (payment by courier), the Order completion date is counted in Business Days, starting from the first Business Day from the acceptance of the Order for execution.

8. If an Order is placed on a day other than a Business Day or an Order is placed after 12:00 a.m. on a given Business Day, the Seller will proceed to execute the Order on the next Business Day following the day on which the order was received.

V. Methods and terms of payment for the Order

1. Available methods of payment for the Goods:

a) payment on delivery (payable to the courier), i.e. at the time of delivery of the Goods - payment can be made in cash or by card,

b) card payment at the Seller's office: ul. S. Pigoń 6, 35-310 Rzeszów (Rzeszów University Press), room 112, from Monday to Friday from 8.00 a.m. to 3.00 p.m., after prior arrangement with the Seller of the date and time of collection.

2. The price of the Goods indicated in the Store does not include the costs of delivering the Goods. The costs of delivery of the Goods (shipping costs) are indicated in the price list of cash on delivery shipments in the "How to order" tab, available at: <https://wydawnictwo.ur.edu.pl/jak-zamawiac/>

VI. Complaint handling procedure

1. The Purchaser has the right to submit a complaint in connection with the use of the Store, including placing an Order, and in particular in the event of detecting shortages or defects in the delivered Goods.

2. The complaint should contain:

a) name and surname of the person lodging the complaint,

b) contact details including postal address and e-mail address,

c) information indicating the type of defect (e.g. type of damage, missing pages, etc.),

d) a defective copy of the Goods attached - if the Agreement was concluded,

e) invoice number for the Goods under complaint - if the Agreement has been concluded.

3. The complaint should be submitted:

a) in writing and sent to the following address: Rzeszów University Press, ul. S. Pigoń 6, 35-310 Rzeszów, Distribution with the note "complaint",

b) by e-mail to the following address: wydaw@ur.edu.pl, but it will be considered only after the User has returned the defective Goods.

4. Complaints are considered within 14 days from the date of submission of the complaint. The Seller notifies the User about the result of the complaint by e-mail, unless the User reserves another form of contact.

5. If the information provided in the complaint needs to be supplemented, the Seller will ask the User to supplement it before considering it.

6. The Seller informs that at the address: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=PL> the ODR platform is available, which is an online system for settling disputes between consumers and entrepreneurs, through which the User who is a Consumer may submit a complaint in connection with the Agreement.

VII. The method and deadline for exercising the right to withdraw from the contract and the template of the withdrawal form

A. General Rules

1. All Users who are Consumers have the right to withdraw from the Agreement within 14 days without giving any reason, except for agreements in which there is no right to withdraw from the Agreement and which are described in point B.

2. The provisions of this point VII: "The method and deadline for exercising the right to withdraw from the contract and the template of the withdrawal form" apply only to the User who is the Purchaser.

3. Below we present:

- a) the content of the instruction on withdrawal from the Agreement (point C)
- b) model withdrawal form (point D)

B. No right to withdraw from the contract pursuant to art. 38 and the circumstances in which the Consumer loses the right to withdraw from the Agreement

1. PERIODICALS AND MAGAZINES. We inform you pursuant to art. 38 point 10 of the Act of 30 May 2014 on consumer rights, that the right to withdraw from the Agreement is not entitled to the User who is a Consumer in relation to contracts for the delivery of logs, periodicals or magazines, with the exception of a subscription agreement.

C. Instruction on withdrawal from the contract Right of withdrawal

1. You have the right to withdraw from this contract within 14 days without giving any reason.

2. The deadline to withdraw from the contract expires after 14 days from the day on which you came into possession of the item or on which a third party other than the carrier and indicated by you took possession of the thing. In the case of a Contract that includes many Goods that are delivered in batches or in parts, the withdrawal period expires after 14 days from the day on which you came into possession of the last batch or part or on which a third party other than the carrier and indicated by you came into possession of the last batch or part.

3. To exercise the right to withdraw from the Agreement, you must inform us (University of Rzeszów, Rzeszów University Press, ul. S. Pigonia 6, 35-310 Rzeszów, tel. 17 872 13 69, fax 17 872 14 26, e-mail: wydaw@ur.edu.pl) about its decision to withdraw from the Agreement by an unequivocal statement (e.g. a letter sent by e-mail).

4. You can use the attached model withdrawal form, but it is not mandatory.
5. To keep the deadline to withdraw from the Agreement, it is enough for you to send information regarding the exercise of your right to withdraw from the Agreement before the deadline to withdraw from the Agreement.

Consequences of withdrawing from the Agreement

1. In the event of withdrawal from the Agreement, we will reimburse to you all payments received from you, including the costs of delivery (with the exception of additional costs resulting from the delivery method chosen by you other than the cheapest standard delivery method offered by us), immediately and in any case not later than within 14 days from the day on which we were informed about your decision to exercise the right to withdraw from this Agreement.
2. We will refund the payment using the same payment methods that you used in the original transaction, unless you have expressly agreed otherwise; in any case, you will not incur any fees in connection with this return.
3. We may withhold the return of the payment until receipt of the Goods or until we receive proof of their return, depending on which event occurs first.
4. Please send back or give us the Goods to the following address: Rzeszów University, Rzeszów University Press, ul. S. Pigonia 6, 35-310 Rzeszów, immediately, and in any case not later than within 14 days from the day on which you informed us of your withdrawal from the Agreement. The deadline is met if you send back the Goods before the expiry of the 14-day period.
5. You will have to bear the direct cost of returning the Goods.
6. You are only responsible for the decrease in the value of the Goods resulting from using them in a different way than was necessary to establish the nature, characteristics and functioning of the Goods.

D. Model withdrawal form

TEMPLATE WITHDRAWAL FROM THE CONTRACT

(the form should be completed and returned only if you wish to withdraw from the contract)

.....
First name and last name

.....
Place and date

.....

Address

University of Rzeszów, Rzeszów University Press
ul. S. Pigoń 6, 35-310 Rzeszów
fax 17-872-14-26
e-mail: wydaw@ur.edu.pl

I hereby inform about my withdrawal from the contract of sale of the following items:

.....
.....
.....

The receipt of the ordered item by me took place on the day.

Please return the value of the purchased goods to the account no.

.....
signature

VIII. Prices

1. All prices of the Goods are given in Polish zlotys (PLN) and include VAT (i.e. they are gross prices).
2. The price given for a specific Good at the time of placing the Order is binding for the User. In addition to the price of the Goods, the User is obliged to bear the costs of their delivery. All discounts are calculated from gross prices.

IX. Final Provisions

1. The User using the Store should read the Regulations.
2. The law applicable to the resolution of any disputes related to the Regulations is Polish law. Disputes will be settled by the competent and seated court in Rzeszów.
3. These Regulations come into force on October 25, 2022.