

REGULATIONS OF THE ONLINE BOOKSTORE OF THE AUSCHWITZ-BIRKENAU STATE MUSEUM

§ 1

General provisions

1. The following Regulations define the principles of sales and general conditions of use of the Online Bookstore.
2. By using the Online Bookstore, the Customer declares that he/she has read the provisions of this Regulation and accepts its terms and conditions.

§ 2

Definitions

1. Price – the price of the Goods specified in Polish zloty, including VAT, is placed next to information about the Goods, excluding delivery costs.
2. Order processing time – the time it takes the Seller to accept the Order, pack and ship the Goods.
3. Delivery company – Poczta Polska S.A. or InPost performing the delivery of the ordered Goods
4. Order Form – the form found on the Online Bookstore website used to place the Order.
5. Customer – natural person, who is at least 13 years old, and a legal person or unincorporated organisational entity that places an Order.
6. Consumer – Customer who is a natural person, making a purchase for the purpose not directly related to his/her professional or business activity.
7. Delivery cost of the Goods – the price specified by the Delivery Company for delivery of the Goods to the Customer.
8. Shopping Cart – a feature of the Online Bookstore, where Customers can see items chosen for purchase and their quantities and prices.
9. Online Bookstore – website located at www.ksiegarnia.auschwitz.org (books.auschwitz.org), through which the Customer can purchase Goods.
10. Statement – statement of withdrawal from a Distance Contract.
11. Entrepreneur with Consumer rights – a natural person who enters into a Contract directly related to their business activity, where it follows from the content of the Contract that it is not of a professional nature, resulting in particular from the subject of their business activity, as provided under the provisions of the Central Register and Information on Business Activity.
12. Regulations – the Online Bookstore Regulations.
13. Seller – Auschwitz-Birkenau State Museum, with registered seat in Oświęcim, post code: 32-603, ul. Więźniów Oświęcimia 20, entered in RIK 22/92, Tax ID: 549-000-55-49, REGON (National Business Registry Number): 000276015.
14. Goods – books, DVDs and other items intended for sale in the Online Bookstore.
15. Contract – sales contract within the meaning of art. 535 et seq. Civil Code of 23 April 1964. (uniform text: Journal of Laws of 2020, item 1740, as amended) entered into by means of distance communication.

16. Order Value – the price of the Goods plus the delivery cost of the Goods.
17. Order – a contract offer submitted through the Order Form in compliance with the provisions of the Regulations, specifying the type and quantity of Goods.

§ 3

General rules of using the Online Bookstore

1. Minimum technical requirements to use the Online Bookstore:
 - access to the Internet and a browser such as Internet Explorer, Google Chrome, Mozilla Firefox, Opera, Safari;
 - access to an active e-mail account.
2. Information about the Goods in the Online Bookstore web pages constitutes an invitation to enter into a Contract as defined by Article 71 of the Civil Code.
3. Placing an Order in the Online Bookstore constitutes an offer to enter into a Contract on the part of the Customer.
4. An Order confirmation sent by the Online Bookstore to the e-mail address specified by the Customer constitutes a statement of acceptance of the offer and conclusion of the Contract between the Customer and the Seller.
5. To place an Order, the Customer must register his/her account by filling out and accepting the registration form published on the Online Bookstore website.
6. To register the Customer's account, it is necessary to fill in the data required to complete the Order, read and accept the content of the Regulations.
7. The declaration of intent shall be made electronically, in particular via e-mail, to the following address: ksiegarnia@auschwitz.org
8. Orders can be placed 24 hours a day throughout the calendar year with the proviso that orders placed after 15.00 and on Saturdays, Sundays and holidays are assumed to have been placed the following business day.
9. To submit an Order, the Customer must accept and confirm all of its essential components and then select the option "Order and pay".
10. Upon receipt of the Order confirmation, the Customer pays for the Goods, and the processing of the order follows in compliance with § 6.
11. If the Seller cannot perform the Contract due to insufficient quantity of Goods in stock, it shall contact the Customer within 3 days of concluding the Contract via the e-mail address provided by the Customer and propose the available quantity of Goods, after having informed the Customer of its right to withdraw from the Contract.
12. The ordered Goods are delivered to the address specified as the delivery address in the Order Form.
13. The invoice documenting the sale of the Goods is sent to the indicated Internet address of the Customer.
14. VAT payers from the European Union who have active EU-VAT number should contact the Online Bookstore staff by e-mail (ksiegarnia@auschwitz.org) before making the purchase.

§ 4

Orders – price and payment methods

1. The price of Goods is the price displayed on the Online Bookstore website when placing the Order and visible in the Shopping Cart and the e-mail message confirming the Order. Information regarding the final value of the Order is presented after the customer has chosen the delivery and payment method.
2. For orders within the territory of the Republic of Poland, the Seller accepts the following payment methods for the ordered Goods:
 - (a) prepayment to the bank account:
Bank Gospodarstwa Krajowego, ul. Promienistych 1, 31-481 Kraków,
account number: 02 1130 1150 0012 1268 9720 0002;
 - b) electronic payment via PayPal;

- c) cash on delivery.
3. Payment for Orders outside the Republic of Poland is possible through:
 - a) prepayment to the bank account:
Bank Gospodarstwa Krajowego, ul. Promienistych 1, 31-481 Kraków,
SWIFT: GOSKPLPW
IBAN: PL 02 1130 1150 0012 1268 9720 0002
 - b) electronic payment via PayPal.
 4. The Bookstore reserves the right to exclude the "cash on delivery" payment option for a Customer who fails to collect two consecutive Orders delivered by the Polish Post or InPost. The reinstatement of the cash on delivery payment option for a given Customer shall take place upon the receipt of a shipment made based on a subsequent Order placed using one of the prepayment options.
 5. The delivery costs of Goods delivered by the Delivery company are specified in Attachment no. 3 (InPost price list) and Attachment no. 4 (Polish Post price list) to the Regulations.

§ 5

Orders – discounts

1. Customers who purchase Goods in the Online Bookstore that exceed PLN 200.00 gross are entitled to a discount of 10% from the price of the Goods
2. The Seller reserves the right to introduce discounts other than specified in sec. 1, which are time-limited and apply to specific Goods.
3. The discounts referred to in sec. 1 and sec. 2 are not cumulative.
4. The Seller reserves the right to make changes to the Price of the Goods and conduct and cancel promotional campaigns on web pages of the Online Bookstore. The above right does not affect prices of Goods for orders placed before the date on which the change of prices, conditions of promotional actions or sale became effective.

§ 6

Orders – lead time

1. The commencement of Order processing is subject to the payment method:
 - a) for prepayments to the Seller's bank account, it occurs no later than 3 business days after receipt of payment to the Seller's bank account;
 - b) for payments made via PayPal, it takes place no later than 3 business days following the authorisation of the electronic payment on the PayPal website.
 - c) for cash on delivery orders, it occurs no later than 3 business days following the placement of the order.
2. Order processing consists of:
 - a) acceptance of the Order for processing;
 - b) completing and packing the Goods;
 - c) shipment of the ordered Goods.
3. In the event of failure to make the payment referred to in § 4 (2) a) and b) within 7 days from acceptance of the Order, it shall be cancelled.
4. The Seller reserves the right to temporarily suspend the processing of Orders due to exceptional situations (e.g., pandemic).
5. In each case of occurrence of the circumstances referred to in sec. 4, the Seller shall publish information on the website www.ksiegarnia.auschwitz.org (books.auschwitz.org) regarding the Order processing suspension period.

§ 7

Order – method of delivery

1. The delivery of the ordered Goods is carried out as follows: in the territory of the Republic of Poland, at the Customer's request, through Poczta Polska S.A. or InPost (courier or parcel machine), and outside Poland – through Poczta Polska S.A. and in accordance with the costs specified in the price lists constituting Attachment no. 3 and Attachment no. 4 to these Regulations.
2. The Customer indicates the delivery address of the ordered Goods by filling in the appropriate field in the Order form.
3. The Delivery cost of the Goods depends on the following: gross weight of the goods, place of delivery - in case of delivery outside the territory of Poland, choice of Delivery company, choice of delivery and payment method
4. The Seller is not liable for non-delivery of Goods or delay in delivery due to incorrect or inaccurate address provided by the Customer.

§ 8

Right of withdrawal from the contract

1. A Consumer or Entrepreneur with Consumer rights is entitled to withdraw from the Contract without stating any reason, within 14 days of receipt of the Goods.
2. The Consumer or Entrepreneur with Consumer rights is obliged to:
 - a) inform the Seller of the withdrawal from the Contract within the period specified in sec. 1 through an e-mail message sent to the following e-mail address: ksiegarnia@auschwitz.org (a Consumer or Entrepreneur with Consumer rights may also use the Declaration which constitutes Attachment no. 1 to these Regulations);
 - b) return the Goods intact within 14 days from the date of withdrawal to the Seller's registered office address. The Seller shall return to the Consumer or Entrepreneur with Consumer's rights the payments made, including costs of returning the Goods using the cheapest, standard delivery method available in the Bookstore. The Seller may withhold the reimbursement until the Goods are returned, or the Consumer /Entrepreneur with Consumer rights provides proof of the Goods being returned.
3. The Seller shall immediately send to the Consumer or Entrepreneur with Consumer rights confirmation of receipt of the Declaration of withdrawal from the Contract.
4. The Seller shall refund the payment to the account number provided by the Consumer or Entrepreneur with Consumer rights. If the Consumer or Entrepreneur with Consumer rights paid for the Goods on delivery, he/she will be asked to consent to the return of funds to a bank account of their choice.
5. The Consumer or Entrepreneur with Consumer rights shall be liable for any diminished value of the Goods resulting from their use beyond that necessary to ascertain the nature, characteristics and functioning of the Goods. CDs and DVDs must be returned in their original, intact packaging (foil not removed and case not damaged). If the packaging of CDs and DVDs has been tampered with (the foil removed, case damaged), the Consumer or Entrepreneur with Consumer rights is not entitled to withdraw from the contract.
6. Corrections to invoices (issued, e.g., in the case of withdrawal from the contract) are delivered by e-mail to the e-mail address provided when placing the order.
7. The Online Bookstore will not accept any parcels sent back under the right of withdrawal for cash on delivery.

§ 9

Complaints

1. The Seller is obliged to deliver to the Client Goods compliant with the contract and free from defects.
2. Where the purchased Goods are defective or inconsistent with the contract, the Client may exercise his/her rights under warranty in the complaint procedure.

3. The Seller is liable under warranty for non-compliance of the Goods with the contract, or if a physical defect is found before the lapse of two years from the date, the Goods were delivered to the Client. The claim for replacement of the Goods for another compliant with the contract or replacement of the Goods with defect-free ones expires after one year, from the date of establishing the defect; however, if the Goods are purchased by a Consumer or Entrepreneur with Consumer rights, then the limitation period cannot terminate before the lapse of the period referred to in the preceding sentence.
4. To make a complaint, the Goods inconsistent with the Contract or defective Goods should be sent back to the Seller's registered seat address. The returned Goods should contain a complaint form with a description of the reason for the complaint and the content of the request as described in Attachment no. 2 to these Regulations. Before proceeding with the above steps, please contact the Bookstore via e-mail (ksiegarnia@auschwitz.org) or by phone (33/844-80-57, 844-80-55).
5. The Bookstore will not accept any parcels sent back as cash on delivery under the complaint.
6. As part of a complaint, the Customer is entitled to:
 - a) withdraw from the contract in the event of a material defect in the Goods or
 - b) demand replacement of the defective Good with one free of defects or
 - c) repair the Goods or
 - d) request a reduction in the price of the Goods,
7. Complaints shall be resolved within 14 days of receipt of the notification.
8. If the Customer who is a Consumer/Entrepreneur on consumer rights requests replacement of the Goods or makes a statement on price reduction, and the Seller upon agreeing to the amount by which the price is to be reduced, fails to respond to this request within 14 days; the request shall be deemed legitimate.
9. If the Seller acknowledges the complaint, it shall execute the requests indicated by the Customer in accordance with its rights set out in this paragraph. The Seller will also immediately issue an appropriate corrective invoice and send it to the Customer at the indicated e-mail address.
10. If the complaint is granted or the right of the Consumer / Entrepreneur with Consumer rights to withdraw from the contract is exercised, which entails the obligation to refund the price paid for the Goods to the Client, the Seller shall promptly refund it to the indicated bank account, however, no later than within 14 calendar days from the date of positive consideration of the complaint.
11. The Seller shall also reimburse the costs incurred by the Customer for sending back the claimed Goods in the amount corresponding to the costs of delivery via Poczta Polska S.A. (economic parcel) or InPost company.
12. The Seller is not liable for improperly lodged complaints, in particular for incorrect or false data provided by the Customer.
13. All irregularities related to the functioning of the Bookstore can be reported to the following address: ksiegarnia@auschwitz.org

§ 10

Safety policy Personal data protection

1. Personal data provided by the Customer are processed for the purpose necessary for account registration, order processing, necessary contact, for all activities required to enter into a contract of sale of Goods, as well as archiving process under Article 6(1)(b), (c), or (e) of the GDPR.
2. The provision of data is voluntary but a prerequisite to the extent necessary to accomplish the goals mentioned above.

3. The controller of the personal data referred to in sec. 1 is the Auschwitz-Birkenau State Museum with registered office in Oswiecim, at ul. Więźniów Oswiecimia 20, 32-603 Oswiecim, Poland.
4. For information on the protection of the personal data in question, you may contact the Data Protection Officer appointed at the Museum via e-mail at: iod@auschwitz.org, as well as the registered office address of the Data Controller.
5. Personal data will be processed for the period the law requires the Administrator to store the data or for the limitation period of possible claims, the assertion of which requires the possession of such data.
6. The data provided may be forwarded to entities processing them on behalf of the Museum, postal operators or couriers - appropriately to the purpose of their processing. Data may be transferred to entities entitled to obtain data under applicable law only if they make a request based on relevant legal grounds.
7. Data subjects are entitled to access the content of their personal data, rectify, erase, and restrict the processing of their personal data/the right to withdraw consent, transfer the data, and object to the processing of their personal data. Data subjects have the right to lodge a complaint with the President of the Office for Personal Data Protection.
8. The personal data provided will not be automatically processed or subject to profiling.
9. The storage and processing of the personal data received shall be carried out in compliance with the principles set out in the Act of 10 May 2018 on the protection of personal data, the Act of 18 July 2002 on the provision of electronic services and requirements of the GDPR - Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC.
10. The Seller is not liable for the consequences of providing false or incorrect data by the Customer/User creating an account in the Order Form. It also applies to the disclosure of individual account data to third parties and transactions made by unauthorised third parties who have gained access to the Customer's/User's account as a result of negligent handling of the individual login and password to the account
11. The Seller is not liable for the inability to log into the Online Bookstore system or for interruptions or errors in its operation resulting from reasons beyond the control of the Bookstore.
12. The Seller is not responsible for lost messages or data, misplaced or undelivered over the Internet due to reasons beyond the control of the Online Bookstore, in particular: server or domain malfunction on the part of the Customer/user registering an account/e-mail service provider, as well as in cases where a message ends up in the recipient's SPAM box.

§ 11

Extrajudicial means of handling complaints and pursuing claims

1. Consumers may obtain free assistance regarding their rights or any dispute between the Consumer and Seller by contacting a county (municipal) consumer ombudsman or social organisation with statutory tasks to protect consumers. Information for consumers is available on the website of the President of the Office of Competition and Consumer Protection (uokik.gov.pl).
2. The Consumer has access to online dispute resolution for consumer disputes via the EU online platform (ODR platform) at <https://ec.europa.eu/consumers/odr>. The ODR platform is a multilingual, interactive website for consumers and entrepreneurs seeking out-of-court settlement of disputes arising from distance sales contracts.

§ 12

Final provisions

1. In matters not governed by these Regulations, the provisions of Polish law shall apply, in particular, the Civil Code, Act on Consumer Rights and the Act on Personal Data Protection as well as the GDPR.
2. The Seller reserves the right to change the Regulations. All changes to the Regulations are effective from the date of their publication on the Online Bookstore website. Orders placed by Customers before the entry into force of changes to the Regulations are processed in accordance with previous provisions of the Regulations.
3. The Regulations have been drawn up in two language versions: Polish and English.
4. If the Customer is a Consumer or an Entrepreneur with Consumer rights, any disputes arising from the application of these Regulations shall be settled by a court with territorial jurisdiction in compliance with the provisions of the Polish Code of Civil Procedure. In other cases, disputes shall be resolved by the Polish common court with territorial jurisdiction over the seat of the Seller.

ATTACHMENT 1
STATEMENT ON WITHDRAWAL FROM THE CONTRACT
STATEMENT OF WITHDRAWAL FROM A DISTANCE CONTRACT

First name, surname of the Consumer/Entrepreneur with Consumer Rights:
.....

Address:
.....
..

E-mail address:

Auschwitz-Birkenau State Museum

ul. Więźniów Oświęcimia 20,

32-603 Oświęcim

I declare that, in accordance with Article 27 of the Act of 30 May 2014 on consumer rights, **I withdraw from the Contract**, order no. of, concerning the purchase of Goods
.....

Please be informed that I received the goods mentioned above on (date of receipt).

Refund account number:
.....

.....
Date and signature of the Consumer/Entrepreneur
with Consumer rights

**ATTACHMENT N 2
COMPLAINT FORM**

Date:

Order number,

Customer details:

Name and surname:

Address:

Phone no/ e-mail address:

Name of the Goods being claimed:

Reason for the complaint and a brief description of the defect:

.....

.....

.....

Customer's request (please check the appropriate box):

1. I withdraw from the contract (for a material defect) and request reimbursement of the price of the Goods to the account number: or by postal order to the address:
2. I request a replacement of the Goods* with defect-free Goods.
Please send the Goods to the following address
3. Please repair the Goods*.
Please send the Goods to the following address
4. Please reduce the value of the Goods by the sum of and return the stated amount to the account number: or by postal order to the address:

*In the event of out-of-print, the Seller shall ensure a refund.

ATTACHMENT 3
INPOST - PRICE LIST

INPOST COURIER

WEIGHT	AMOUNT (gross)
Up to 5 kg	13.99 pln
Up to 10 kg	14.99 pln
Up to 20 kg	15.99 pln
Up to 30 kg	16.99 pln

INPOST CASH ON DELIVERY

WEIGHT	AMOUNT (gross)
Up to 5 kg	16.99 pln
Up to 10 kg	17.99 pln
Up to 20 kg	18.99 pln
Up to 30 kg	19.99 pln

INPOST PARCEL MACHINES

DIMENSIONS	AMOUNT (gross)
Dimension A max weight up to 25 kg, max dimensions: 80 x 380 x 640 mm	10.99 pln
Dimension B max weight up to 25 kg, max dimensions: 190 x 380 x 640 mm	11.99 pln
Dimension C max weight up to 25 kg, max dimensions: 410 x 380 x 640 mm	13.99 pln

INPOST PARCEL MACHINES CASH ON DELIVERY

DIMENSIONS	AMOUNT (gross)
Dimension A max weight up to 25 kg, max dimensions: 80 x 380 x 640 mm	12.99 pln
Dimension B max weight up to 25 kg, max dimensions: 190 x 380 x 640 mm	13.99 pln
Dimension C max weight up to 25 kg, max dimensions: 410 x 380 x 640 mm	15.99 pln

ATTACHMENT NO. 4
POLISH POST - PRICE LIST

SHIPMENT WITHIN POLAND

ECONOMY PARCELS - DIMENSION A (under 60x50x30 cm)

WEIGHT	PRICE
Up to 1 kg	13 pln
Over 1 kg - up to 2 kg	15 pln
Over 2 kg - up to 5 kg	18 pln
Over 5 kg - up to 10 kg	24 pln

ECONOMY PARCELS - DIMENSION B (over 60x50x30 cm)

WEIGHT	PRICE
Up to 1 kg	15 pln
Over 1 kg - up to 2 kg	16 pln
Over 2 kg - up to 5 kg	19 pln
Over 5 kg - up to 10 kg	25 pln

PRIORITY PARCELS - DIMENSION A (under 60x50x30 cm)

WEIGHT	PRICE
Up to 1 kg	14 pln
Over 1 kg - up to 2 kg	16 pln
Over 2 kg - up to 5 kg	19 pln
Over 5 kg - up to 10 kg	25 pln

PRIORITY PARCELS - DIMENSION B (over 60x50x30 cm)

WEIGHT	PRICE
Up to 1 kg	16 pln
Over 1 kg - up to 2 kg	17 pln
Over 2 kg - up to 5 kg	20 pln
Over 5 kg - up to 10 kg	26 pln

INTERNATIONAL SHIPMENTS

REGISTERED PRIORITY MAIL

	Europe (including Cyprus, Russia and Israel)	North America, Africa	Central America, South America, Asia	Australia and Oceania
Up to 50 g	18.90 pln	18.90 pln	18.90 pln	18.90 pln
50-100 g	19.40 pln	19.40 pln	19.40 pln	19.40 pln
100-350 g	20.00 pln	20.00 pln	20.00 pln	20.00 pln
350-500 g	20.60 pln	24.60 pln	29.30 pln	39.80 pln
500-1000 g	34.60 pln	43.30 pln	50.30 pln	73.30 pln
1000-2000 g	64.20 pln	82.30 pln	100.30 pln	152.30 pln

STANDARD MAIL PACKAGE

	Zone 10*	Zone 11*	Zone 12*	Zone 13*	Zone 20*	Zone 30*	Zone 40*
Up to 1 kg	56.00 pln	56.00 pln	32.00 pln	52.00 pln	57.00 pln	59.00 pln	61.00 pln
Up to 6 kg	86.00 pln	96.00 pln	43.00 pln	82.00 pln	89.00 pln	90.00 pln	95.00 pln
Up to 11 kg	100.00 pln	127.00 pln	55.00 pln	96.00 pln	122.00 pln	130.00 pln	133.00 pln
Up to 16 kg	127.00 pln	167.00 pln	65.00 pln	123.00 pln	165.00 pln	173.00 pln	178.00 pln

PRIORITY MAIL PACKAGE

	Zone A1*	Zone A2*	Zone A3*	Zone A4*	Zone A5	Zone B*	Zone C*	Zone D*
Up to 1 kg	60.00 pln	70.00 pln	70.00 pln	34.00 pln	66.00 pln	81.00 pln	89.00 pln	103.00 pln
Up to 6 kg	105.00 pln	117.00 pln	117.00 pln	48.00 pln	113.00 pln	184.00 pln	225.00 pln	312.00 pln
Up to 11 kg	139.00 pln	151.00 pln	158.00 pln	62.00 pln	147.00 pln	276.00 pln	363.00 pln	524.00 pln
Up to 16 kg	179.00 pln	187.00 pln	212.00 pln	75.00 pln	183.00 pln	390.00 pln	500.00 pln	723.00 pln

*Information on the respective zones of countries can be found at:

https://cennik.poczta-polska.pl/plik,1/informacja_o_przynaloznosci_krajow_i_terytoriow_do_stref_20042018_1054.pdf