



Terms and Conditions of the Online Store

ekspert-diamantow.pl

§ 1. General Provisions

1. These Terms and Conditions specify the rules and conditions for the online service operation: Karolina Jarocka - Diamond Appraiser, available at ekspert-diamantow.pl, operated by KA:MA Consulting Sp. z o.o., with its registered office at ul. Tadeusza Kościuszki 26D, 32-082 Żelków, registered in the National Court Register under KRS: 0000996887, tax identification number (NIP): 5130281483. In particular, these Terms set out the rules and procedure for concluding distance sales agreements via the Online Store, complaint procedures and the consumer's right of withdrawal.
2. In terms of services provided electronically, these are the regulations referred to in Article 9 of the Polish Act on Providing Services by Electronic Means of 18 July 2002 (consolidated text: Journal of Laws of 2024, item 1513, as amended).
3. The Terms are addressed to all Customers of the Service. Every Customer is required to read the Terms before making a purchase.
4. Each Customer is obliged to comply with these Terms. Sales are conducted based on the version of the Terms in force when placing the order.
5. Customers can access the Terms anytime by clicking the link ekspert-diamantow.pl/en/terms-and-conditions. The Terms can be downloaded and printed at any time.
6. The Terms can be downloaded and printed at any time.
7. All information is available on the website ekspert-diamantow.pl regarding Goods (including prices) does not constitute an offer within the meaning of Article 66 of the Polish Civil Code (consolidated text: Journal of Laws of 2024, item 1061, as amended), but an invitation to agree as defined in Article 71 of the Civil Code (consolidated text: Journal of Laws of 2024, item 1061, as amended). By sending the Order Form, the Customer can purchase and deliver the selected Goods at the price and on the terms specified in the description.

§ 2. Definitions



Agreement – a sale agreement concluded as a result of an order between the Customer and the Seller within the meaning of the Civil Code; The sale agreement is an agreement that obligates the transfer of ownership of the goods within the meaning of Article 6 of the Consumer Rights Act.

Cart – an element of the Store where selected Goods are visible and where the Customer can modify Order details, including the quantity of Goods purchased.

Consumer – a natural person agreeing on the Store that is not directly related to their business or professional activity.

Customer – a natural person (including a Consumer) who is at least 13 years old (provided they have the consent of their legal representative), a legal entity, or an organizational unit without legal personality that has legal capacity by specific provisions, using the services provided by the Store.

Entrepreneur with Consumer Rights – a natural person entering into a civil-law agreement through the Store, directly related to their business activity, but where the agreement does not have a professional character for them, mainly based on the scope of their business activity as provided in the Central Registration and Information on Business. For these Terms, if no distinction is made between these two groups, the Terms apply to both Consumers and Entrepreneurs with Consumer Rights.

Goods – a movable item traded between the Store and the Customer, the terms of sale of which are specified in the Order Form.

Order Form – a service available on the Store's website, enabling the Customer to make purchases, mainly by adding Goods to the Cart and specifying certain conditions of the Agreement, such as the delivery method and payment method.

Online Store – the internet platform operating within the Service that allows the Customer to place orders for Goods.

Seller – KA:MA Consulting Sp. z o.o., with its registered office at ul. Tadeusza Kościuszki 26D, 32-082 Zelków, registered in the National Court Register under KRS: 0000996887, tax identification number (NIP): 5130281483, which, as part of its business or professional activity, offers sales through its website.



Service – the online platform operating at the domain ekspert-diamentow.pl.

Terms and Conditions – this set of regulations governs the rules for Customers' use of the Store's Services.

§ 3. Acceptance and Processing of Orders

1. The Service's condition is to read and accept these Terms and Conditions. By placing an order, the Customer agrees with the content of the Terms.
2. The main parameters determining how offers are displayed to Consumers as search results and presented clearly and directly are as follows:
 - a. Goods presented on the main page of the Service and in the "Jewelry" and "Diamonds" subpage are displayed in order of their most recent addition to the offer.
 - b. Selected Goods may be highlighted and visually distinguished from the standard interface to draw special attention to their characteristics, specifics, or promotional offers.
 - c. The Online Store does not use ranking mechanisms based on individual user behavior.
3. The order of displayed Goods is determined solely by objective criteria established by the Online Store.
4. The price specified in the order represents the total amount the Customer must pay, including applicable taxes (gross price). The delivery cost is not included in the product price, as it depends on the order value and delivery method selected by the Customer.
5. If the Consumer is required to pay an amount exceeding the agreed price mentioned above, the Online Store will immediately inform the Consumer and explain the reason for the price difference. Additional charges will be applied only after the Consumer's explicit consent.
6. The Seller reserves the right to change prices in the Online Store, introduce new Goods for sale, initiate or cancel promotional campaigns, or modify them by applicable law.
7. In the case of promotions, the Online Store will inform Customers about the lowest price of the Goods in the last 30 days. If the Goods have been on sale for less than 30 days, the pre-promotion price will be the lowest since the product was introduced to the Online Store. This information will be displayed next to the promotional price.

8. An order for Goods is placed by selecting the Goods the Customer is interested in, clicking the “Add to cart” button located next to the product description, and then, from the “Cart” section in the Online Store, filling out the Order Form, including selecting the delivery and payment method or the cash-on-delivery option if available for the Goods chosen, and then clicking the purchase confirmation button.
9. Entrepreneurs with Consumer Rights must indicate at the time of ordering that the purchase is not professional.
10. After placing an order, the Customer will receive a confirmation email to the address provided in the Order Form.
11. Once the Customer receives confirmation of order acceptance, the Seller begins processing the order:
 - a. For orders paid via online payment services, processing begins no later than the next business day after the Seller confirms the order.
 - b. Processing begins after the payment is credited to the Online Store’s bank account for orders paid by traditional bank transfer.
12. Orders placed in the Online Store are processed during the opening hours (on working days, from Monday to Friday, from 9:00 a.m. to 5:00 p.m.). Orders placed outside business hours (Monday to Friday, 9:00 a.m. to 5:00 p.m.) or on weekends and public holidays will be processed on the next business day.
13. The Customer will receive a notification when the order is accepted for processing, which constitutes the Seller’s acceptance of the offer. Upon receipt of this notification, the Agreement is concluded.
14. A VAT receipt will be issued for each order. At the Customer’s request, a VAT invoice will also be issued and sent (Article 106b, paragraph 3 of the Polish VAT Act of 11 March 2004, consolidated text: Journal of Laws of 2023, item 1570, as amended).
15. The available means of communication between the Customer and the Online Store are:
 - a. Email: kontakt@ekspert-diamentow.pl
 - b. Phone: +48 693 715 809
 - c. Address for withdrawal from the Agreement: ul. Tadeusza Kościuszki 26D, 32-082 Żelków
16. Any reviews or recommendations created as part of a paid order by the Seller will be marked as sponsored content in the Online Store.

§ 4. Delivery and Transport Costs

1. The shipment of goods is carried out exclusively to addresses within the territory of the Republic of Poland. The Seller may ship goods to other countries only if such an option is available and based on a separate agreement with the Customer.
2. Orders in the Online Store are shipped through a courier service.
3. Orders are processed only on business days. Orders placed on Saturdays, Sundays, and public holidays will be processed on the next business day.
4. The waiting time for delivery includes order processing (preparing and packaging the items) and the estimated delivery time, typically **24 hours** within Poland.
5. The Seller is not responsible for delays caused by the courier.
6. Upon delivery, the Customer must check the shipment's contents, completeness, and condition in the courier's presence. If the package is damaged, the Customer should prepare a **damage report** with the courier. The report should be made in two identical copies and signed by both the Customer and the courier.

§ 5. Payment Methods

1. The following payment methods are available in the Online Store:
 - a. Bank transfer to the Online Store's account
 - b. Online payment (via tpay)
2. Detailed rules for making payments through banks or other services are governed by the regulations of the respective banks and services.
3. A Customer who has selected the bank transfer option must pay for the order within five (5) business days from the date of placing the order. Otherwise, the Seller's offer is no longer binding, and the order will be removed from the system. It is sufficient to provide only the order number in the payment title. The payment deadline may be extended upon prior notification to the Online Store's customer service at kontakt@ekspert-diamentow.pl (email), +48 693 715 809 (phone), ul. Tadeusza Kościuszki 26D, 32-082 Żelków (address).

§ 6. Entrepreneurs

1. This section applies only to Customers who are Entrepreneurs, i.e., those not subject to consumer protection regulations under the Consumer Rights Act.



2. For Agreements with Entrepreneurs, the Seller reserves the right to withdraw from the agreement within 14 business days from the date of conclusion without giving a reason. Entrepreneurs cannot make any claims against the Seller in this case.
3. Once the Goods are handed over to the carrier, all benefits and risks, including the risk of accidental loss or damage, are transferred to the Entrepreneur.
4. Entrepreneurs are obliged to verify the condition of the Goods upon receipt. If damage or irregularities are found, a damage report must be prepared in the carrier's presence, specifying the quantity, type of Goods, and the nature of the damage according to the carrier's procedures.
5. The Seller's liability for warranty claims related to defects is excluded for Entrepreneurs under the provisions of the Civil Code.
6. Any disputes between the Seller and Entrepreneurs will be resolved by the court competent for the Seller's registered office.

§ 7. Complaints

1. All Goods offered in the Online Store have been legally introduced to the Polish market. Reduced-value products will be marked with information about their characteristics.
2. The Seller ensures that the Goods comply with the Agreement and is responsible for any non-compliance under Articles 43a–43f of the Consumer Rights Act. The Goods meet the Agreement requirements if they conform to:
 - a. The agreed description, type, quantity, quality, completeness, and functionality;
 - b. The Consumer informed the Seller about the purpose of the contract at the time, which the Seller accepted.
3. The Seller is not responsible for non-compliance if the Consumer was informed about a specific deviation from standard requirements before the purchase and explicitly accepted it.
4. Consumers purchasing Goods for purposes unrelated to business activities can exercise their rights under the Consumer Rights Act.
5. Complaints can be submitted in the following ways:
 - a. By mail to: KA:MA Consulting Sp. z o.o., ul. Tadeusza Kościuszki 26D, 32-082 Żelków
 - b. By email to: kontakt@ekspert-diamentow.pl

6. Complaints may be submitted using the complaint form in Attachment No. 1 to the Terms and Conditions.
7. The Seller will respond to complaints within 14 days from receipt. The response will be sent in writing or on another durable medium.
8. The Seller informs Customers about the possibility of using out-of-court dispute resolution methods, such as mediation or arbitration. Detailed information, including a list of Permanent Consumer Arbitration Courts, is available at:
http://www.uokik.gov.pl/wazne_adresy.php#faq596.
9. Additionally, Consumers can submit complaints via the EU Online Dispute Resolution (ODR) platform at <https://ec.europa.eu/consumers/odr>. This platform supports alternative dispute resolution for claims between Consumers and Sellers in the event of unresolved disputes.

§ 8. Withdrawal from the Agreement

1. According to the Act of May 30, 2014, on Consumer Rights (i.e., Journal of Laws of 2020, item 287, as amended), the Consumer may withdraw from the Agreement for Goods purchased in the Online Store without giving any reason by submitting a written statement within fourteen (14) days from the date of delivery of the Goods (i.e., from the day the Consumer receives the Goods). This deadline is deemed met if the Consumer sends the statement before expiration.
2. The Consumer may withdraw from the Agreement by submitting a withdrawal statement to the Seller. A sample statement is attached as Annex 2 to these Terms and Conditions. The Consumer may draft the statement independently.
3. The withdrawal statement must be sent to the following address: ul. Tadeusza Kościuszki 26D, 32-082 Żelków or by e-mail to the address: kontakt@ekspert-diamentow.pl.
4. The Consumer must return the Goods to the Seller within fourteen (14) days from the Agreement's withdrawal date. The deadline is considered met if the Consumer sends the Goods before it expires.
5. The Consumer bears only the direct cost of returning the Goods.
6. The return of Goods must be made to the following address: ul. Tadeusza Kościuszki 26D, 32-082 Żelków.
7. The Seller will refund all payments made by the Consumer, including the delivery cost, within fourteen (14) days from receipt of the withdrawal statement. However, the refund

will not be processed until the Goods are received back or the Consumer provides proof of their return.

8. If the Consumer has chosen a delivery method other than the least expensive one offered by the Seller, the Seller is not obligated to refund the additional costs incurred.
9. The Seller will refund using the same payment method that the Consumer used.
10. The Consumer is liable for any reduction in the value of the Goods resulting from use beyond what is necessary to establish the nature, characteristics, and functioning.
11. The right to withdraw from the Agreement does not apply to the Consumer in the case of an agreement:
 - a. Where the subject of the service is a non-prefabricated item, produced according to the Consumer's specifications or intended to meet their individual needs;
 - b. The subject of the service is Goods that, after delivery, are inseparably combined with other items due to their nature;
 - c. The price of the Good depends on fluctuations in the financial market over which the Seller has no control and may occur before the withdrawal period expires.
12. The right to withdraw from a distance Agreement applies to Consumers and Entrepreneurs with Consumer rights.

§ 9. Personal Data Protection

1. By placing an order, the Client consents to the processing of their personal data to fulfill and handle the order by the Seller, who is also the personal data administrator within the meaning of Article 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons about the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), OJ L 119, May 4, 2016, pp. 1-88.
2. The administrator of the personal data provided by the Client when using the Online Store is the Seller.
3. The personal data in the Seller's database is not shared with entities that do not participate in the execution of the Agreement.
4. Under Article 15 of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons about the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), OJ L 119, May 4, 2016, pp. 1-88, the Client has the



right to access their personal data and may request its correction or deletion. The Seller guarantees every Client the right to control the personal data processed.

5. Providing personal data is voluntary; however, lack of consent to process personal data prevents the execution of the Client's order.
6. Detailed personal data and privacy protection information are available in the "Privacy Policy" section of the Service's website.

§ 10. Contact Details

- I. In all matters related to transactions in the Online Store, the Client can contact the Seller as follows:
 - a. By mail at the address: KA:MA Consulting Sp. z o.o., ul. Tadeusza Kościuszki 26D, 32-082 Żelków;
 - b. By phone at: +48 693 715 809;
 - c. Via email at: kontakt@ekspert-diamentow.pl.

§ 11. Final Provisions

1. These Terms and Conditions define the rules for concluding and performing the Agreement for Goods listed on the Online Store's website.
2. The Agreement is concluded between the Client and the Seller.
3. The Terms and Conditions are available to all Clients electronically on the Service's website: ekspert-diamentow.pl, in the "Store Terms and Conditions" section.
4. To use the Online Store services, it is necessary to have devices allowing internet access. This web browser enables the display of web pages and an email address to receive information related to order processing.
5. Any person, including Clients, is prohibited from posting unlawful content on the Online Store's website.
6. In matters not regulated by these Terms and Conditions, the applicable provisions of generally binding law apply.
7. These Terms and Conditions do not exclude or limit any rights of the Client, who is a Consumer, granted under mandatory law provisions. In the event of a conflict between the provisions of these Terms and Conditions and mandatory legal provisions granting rights to Consumers, the legal provisions take precedence.



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✦ DIAMOND APPRAISER ✦

8. Provisions of the Terms and Conditions less favorable to the Consumer than those of the Act of May 30, 2014, on Consumer Rights (i.e., Journal of Laws of 2020, item 287, as amended) are invalid, and the relevant provisions apply instead.
9. If any provision of these Terms and Conditions is or becomes invalid or ineffective, the validity of the remaining provisions remains unaffected. In such a case, the Parties will replace the invalid or ineffective provision with one that most closely reflects the intended economic purpose. This also applies to any potential gaps in the Terms and Conditions.

COMPLAINT FORM

Recipient: KA:MA Consulting Sp. z o.o. , ul. Tadeusza Kościuszki 26D, 32-082 Żelków

Complainant's Information

Full Name:
Address:
Phone Number:
E-mail:

Purchase Information

Order Number:
Product Name:
Proof of Purchase: (Receipt / VAT invoice / Declaration / Card payment printout / Other proof)*

Reason for Complaint

Date of Issue Identification:
Description of the Issue:



We inform you that the complaint will be processed within 14 days from receipt. This form is for reference purposes; the customer may submit a complaint in another format by sending it to the seller's address: KA:MA Consulting Sp. z o.o., ul. Tadeusza Kościuszki 26D, 32-082 Żelków or via email at kontakt@ekspert-diamentow.pl.

The customer will be informed of the complaint's resolution via phone (SMS) or email.

Date and Customer's Signature

(*) *Cross out the unnecessary option*

Personal Data Protection Clause

The complainant's personal data is protected under the **Personal Data Protection Act** and **Regulation (EU) 2016/679** of the European Parliament and Council on protecting individuals regarding personal data processing and the free movement of such data (General Data Protection Regulation - GDPR). The data controller is **KA:MA Consulting Sp. z o.o.**, located in Żelków, ul. Tadeusza Kościuszki 26D, 32-082 Żelków. Personal data is processed to handle the complaint process and for legally justified interests pursued by the controller, based on **Article 6(i)(b), (c), and (f) of the GDPR**. Personal data will be stored for the duration necessary to fulfill obligations resulting from the agreement (including complaint obligations) and, where required, for claims related to the agreement for the **statutory limitation period**. The complainant has the right to:

- Access their personal data,
- Rectify, delete, or limit the processing of their data under legal provisions,
- File a complaint with the **President of the Personal Data Protection Office** if they believe their data is being processed unlawfully.

Providing data is voluntary but necessary for the purposes stated in this declaration.

Annex 2

TEMPLATE FOR AGREEMENT WITHDRAWAL FORM

(This form should be completed and sent only if you wish to withdraw from the agreement)

Recipient: KA:MA Consulting Sp. z o.o. , ul. Tadeusza Kościuszki 26D, 32-082 Żelków

I/We (*) hereby inform you of my/our (*) withdrawal from the sale agreement for the following goods:

No.	Product Name	Symbol	Quantity	Gross Unit Price

Date of agreement conclusion(*)/receipt(*): _____

Full Name: _____

Address: _____

Order Number: _____

Date and Consumer(s) Signature

(only if the form is submitted in paper format)

(*) Cross out the unnecessary option



Information on the Right of Withdrawal

A Consumer and a Business acting as a Consumer have the right to withdraw from the agreement within 14 days without providing any reason. The withdrawal period expires 14 days from the date of agreement conclusion or the day the Consumer takes possession of the goods, batch of goods, or part of the goods, or when a third party, other than the carrier and indicated by the Consumer, takes possession of them. To exercise the right of withdrawal, the Consumer must inform the Seller - KA:MA Consulting Sp. z o.o., at the address ul. Tadeusza Kościuszki 26D, 32-082 Żelków, or via email at kontakt@ekspert-diamentow.pl - about their decision to withdraw from the agreement via a clear statement sent by traditional mail or email. The Consumer may use the agreement withdrawal form attached to these Terms and Conditions, but it is not mandatory. The withdrawal deadline is considered met if the Consumer sends the notice before the withdrawal period expires. The Consumer must return or hand the goods to the Seller at ul. Tadeusza Kościuszki 26D, 32-082 Żelków without delay and no later than 14 days from the date they informed the Seller of their withdrawal. The deadline is considered met if the Consumer returns the goods before the 14-day period expires. Upon withdrawal from the agreement, the Seller will refund all payments received from the Consumer, including the delivery cost (except for additional costs resulting from a delivery method chosen by the Consumer that is more expensive than the cheapest standard delivery option the Seller offers). The refund will be processed immediately and no later than 14 days after the Seller is informed about the withdrawal. The Seller may withhold the refund until receipt of the returned goods or proof of return shipment, whichever occurs first. The refund will be made using the same payment method the Consumer used for the original transaction unless the Consumer explicitly agrees to a different process. No fees will be charged to the Consumer for the refund.