

## Terms and Conditions

version of 11 August 2026

**Archived version. This version of the Terms and Conditions was in force until 21 October 2026 and applies to orders placed before 22 October 2026.**

Current version: <https://fixwoodsystem.pl/en/terms-and-conditions/>

Version of 11 August 2026, in force from 11 August 2026. These Terms and Conditions govern sales in the FixWoodSystem online shop and form an integral part of the contract concluded with the Seller.

### § 1 Definitions

1. **Seller** - IT Security Michał Pietruczyk, conducting business activity entered in the Polish Central Register and Information on Business Activity (Centralna Ewidencja i Informacja o Działalności Gospodarczej - CEIDG), address: al. Jana Pawła II 27, 00-867 Warszawa, Polska, NIP 1251605304, REGON 382899071, BDO no. 000743940, trading under the brand name FixWoodSystem.
2. **Shop** - the online shop operated by the Seller at fixwoodsystem.pl.
3. **Customer** - any person making purchases in the Shop.
4. **Consumer** - a natural person concluding a contract with the Seller which is not directly connected with that person's business or professional activity.
5. **Sole trader with consumer rights** - a natural person conducting business activity who concludes a contract directly connected with that activity, where it follows from the content of the contract that it is not of a professional character for that person (which follows in particular from the subject of the business activity disclosed in the CEIDG). Such a person is entitled to the rights described in § 8, § 9 and § 10 of these Terms and Conditions.
6. **Business customer** - a Customer who is neither a Consumer nor a sole trader with consumer rights.
7. **Goods** - a movable item offered in the Shop, in particular screws and fasteners for timber structures.
8. **Order** - a declaration of the Customer's intent aimed directly at concluding a contract of sale.
9. **Business day** - a day from Monday to Friday, excluding days that are public holidays in the Republic of Poland.
10. **Payment operator** - mElements S.A., with its registered office in Warsaw, ul. Prosta 18, 00-850 Warszawa, entered in the register of entrepreneurs of the National Court Register (Krajowy Rejestr Sądowy) kept by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, under number KRS 0000590484, NIP 5223047892, a national payment institution providing payment integration services under the Paynow brand.

### § 2 Seller's details and contact

The Seller and the party to the contract of sale is:

|        |                                               |
|--------|-----------------------------------------------|
| Seller | IT Security Michał Pietruczyk (FixWoodSystem) |
|--------|-----------------------------------------------|

|                                 |                                                               |
|---------------------------------|---------------------------------------------------------------|
| Address                         | al. Jana Pawła II 27, 00-867 Warszawa, Polska                 |
| NIP (tax identification number) | 1251605304 (VAT number PL1251605304)                          |
| REGON (statistical number)      | 382899071                                                     |
| BDO no. (Polish waste register) | 000743940                                                     |
| Register                        | CEIDG - Central Register and Information on Business Activity |
| E-mail                          | biuro@fixwoodsystem.pl                                        |
| Telephone                       | +48 22 266 21 23                                              |
| Bank account                    | mBank S.A., 04 1140 2004 0000 3202 8548 1087                  |

Address for returns of Goods: Logisor, Rampa 8, Jana Pawła II 66, 05-500 Piaseczno, Poland.

The Seller may be contacted at the e-mail address given above, by telephone and through the contact form available in the Shop. The cost of a telephone call corresponds to the charge for an ordinary call according to the tariff of the Customer's operator.

### § 3 Technical requirements

Use of the Shop requires: a device with access to the Internet, a current web browser with JavaScript and cookies enabled, and an active e-mail account. The Seller charges no fee for the use of the Shop itself; charges for data transmission are levied by the Customer's operator under the contract concluded with that operator.

### § 4 General information

1. The Shop is available in Polish, German and English. The contract is concluded in the language in which the Customer places the Order. These Terms and Conditions are a translation of the Polish original ("Regulamin sklepu"), available at [fixwoodsystem.pl/regulamin/](http://fixwoodsystem.pl/regulamin/).
2. The Seller sells the Goods in its own name and on its own account. The Seller uses third-party warehouses and service providers for order picking and dispatch, which does not alter the fact that the Seller alone remains the party to the contract of sale and the entity liable towards the Customer.
3. Announcements, price lists and other information in the Shop constitute an invitation to conclude a contract within the meaning of Article 71 of the Polish Civil Code (Kodeks cywilny) and not an offer.
4. The Seller applies technical and organisational measures appropriate to the level of risk to the security of the services provided.

### § 5 Creating an account and placing Orders

1. Purchases may be made as a guest or after creating an account in the Shop. Creating an account is voluntary and free of charge.
2. A Customer who is a business may apply for a business (B2B) account. The Seller may make activation of a business account conditional upon verification of the data provided, including the tax identification number.
3. The Customer may delete the account at any time by sending a request to the Seller's e-mail address. Deletion of the account affects neither Orders already placed nor obligations arising from tax and accounting regulations.

4. In order to place an Order, the Customer adds the Goods to the basket, selects the method of delivery and payment, provides the data necessary to complete the Order, accepts these Terms and Conditions and clicks the button confirming the order with an obligation to pay.
5. The contract of sale is deemed concluded when the Customer receives the e-mail confirming that the Order has been accepted for fulfilment.
6. The Customer is obliged to provide true and complete data. If a consignment is not delivered solely because of incorrect address data provided by the Customer, the Seller agrees the cost of re-dispatch with the Customer before sending the consignment again.

## **§ 6 Prices and payment**

1. The prices of Goods are stated in Polish złoty (PLN) and include VAT. The Seller is a registered active VAT payer.
2. The price stated with the Goods does not include delivery costs. The delivery cost is shown to the Customer in the basket and in the Order summary before the Order is placed, and the total amount payable is visible before the Order is confirmed with an obligation to pay.
3. The binding price is the price displayed at the moment the Order is placed.
4. Where a price reduction is announced, the Seller states, next to the reduced price, the lowest price of the Goods that applied during the 30 days preceding the introduction of the reduction, in accordance with Article 4(2) of the Polish Act on informing about the prices of goods and services.
5. The available methods of payment are presented to the Customer in the Order summary before the Order is placed.
6. Online payments are handled by mElements S.A. The service is provided under the Paynow brand. The payment operator acts on the basis of its own terms and conditions, available at [paynow.pl](https://paynow.pl).
7. Through the payment operator, the Seller makes available: BLIK, instant online bank transfer (pay-by-link, Przelewy24), the deferred payment service PayPo and card payment. The Seller may also make available other methods offered by the payment operator. The binding set of methods is the one presented in the Order summary - only those methods may be selected by the Customer at any given time.
8. Where card payment is available, cards of the following payment organisations are accepted: Visa, Visa Electron, Mastercard, Mastercard Electronic and Maestro. The Customer enters the card details directly on the payment operator's website. At no point does the Seller receive the full card details, nor does the Seller store them.
9. Payment by electronic means is due upon placing the Order. After clicking the button confirming the order with an obligation to pay, the Customer is redirected to the payment operator's website in order to make the payment.
10. Refunds, including refunds following withdrawal from the contract or acceptance of a complaint, are made using the same method by which the Customer made the payment. Where payment was made by card, the refund is made directly to the account of the card used for payment, through the payment operator. The Customer incurs no charges in this respect.
11. The Seller may also make available a traditional bank transfer, in particular when handling business orders. Where a traditional transfer is selected, the Customer pays into the bank account: 04 1140 2004 0000 3202 8548 1087. The Order number should be given as the payment reference.
12. Failure to pay within 7 days of conclusion of the contract entitles the Seller to withdraw from the contract, after first calling upon the Customer to pay and setting an additional deadline.

13. The Seller issues a sales document for every Order. Invoices for businesses are issued in accordance with the applicable regulations, including the regulations on the National e-Invoicing System (Krajowy System e-Faktur). A Customer who is a business provides the tax identification number no later than when placing the Order.

## § 7 Delivery and fulfilment of the Order

1. The Seller delivers within the territory of the Republic of Poland and to the countries of the European Union indicated in the basket.
2. The fulfilment time is 24 h on business days for items held in stock and 5-7 business days for items ordered in specially. It runs from the moment the payment is successfully authorised by the payment operator and, in the case of a traditional bank transfer, from the day the payment is credited to the Seller's account. The carrier's transit time must be added to the fulfilment time.
3. The methods of delivery and their costs are presented to the Customer in the basket before the Order is placed.
4. If the Seller is unable to fulfil the Order because the Goods are unavailable, the Seller notifies the Customer without undue delay and refunds the entire payment received not later than within 14 days. With the Customer's consent, the Seller may propose a substitute performance or an extended fulfilment period.
5. In the case of a Consumer and a sole trader with consumer rights, the risk of accidental loss of or damage to the Goods passes to the Customer upon delivery of the Goods to that person. In the case of other business customers, that risk passes upon handing the Goods over to the carrier.
6. A Customer who is a business customer is obliged to examine the consignment in the time and manner customary for consignments of that kind and to notify the carrier of any reservations. This obligation applies neither to Consumers nor to sole traders with consumer rights.

The delivery methods and rates currently applicable are:

| Delivery area  | Method            | Cost           |
|----------------|-------------------|----------------|
| Poland         | Courier (DPD/DHL) | 23.37 zł       |
| Poland         | Free delivery     | from 500.00 zł |
| European Union | EU courier        | 109.47 zł      |

The carrier's usual transit times are 1-2 business days within Poland and 3-7 business days in the other countries of the European Union. The binding amount is always the one shown in the basket.

## § 8 Right of withdrawal

1. A Consumer and a sole trader with consumer rights may withdraw from a contract concluded at a distance without giving any reason within fourteen days from the day on which that person, or a third party other than the carrier indicated by that person, acquired physical possession of the Goods. Where the contract covers several Goods delivered separately, the period runs from the acquisition of possession of the last of them.
2. It is sufficient to send the statement before the period expires. The statement may be made in any form, including on the form set out in Annex 1 to these Terms and Conditions, sent by post or to the Seller's e-mail address. Use of the form is not obligatory.
3. The Goods must be sent back without undue delay and in any event not later than fourteen days from the day of withdrawal, to the address: Logicor, Rampa 8, Jana Pawła II 66, 05-500 Piaseczno, Poland.

4. The Seller reimburses all payments received, including the costs of delivery of the Goods to the Customer, without undue delay and not later than fourteen days from receipt of the statement of withdrawal. The reimbursement is made using the same means of payment as that used by the Customer, unless the Customer has expressly agreed to another means which entails no cost for that Customer. If the Customer paid by card, the reimbursement is made directly to the account of that card, through the payment operator.
5. If the Customer chose a means of delivery other than the least expensive standard means offered by the Seller, the Seller does not reimburse the supplementary costs incurred by the Customer in excess of the cost of the least expensive standard means of delivery.
6. The Seller may withhold reimbursement until the Goods have been received back or until the Customer has supplied evidence of having sent the Goods back, whichever is the earlier.
7. The Customer bears the direct cost of returning the Goods. For an ordinary courier consignment of up to 30 kg sent from the territory of the Republic of Poland, that cost is usually 20-30 zł. For a return sent from another country of the European Union, the cost depends on the country of dispatch, the weight and the carrier chosen, and is usually 60-150 zł. Where the Goods, by reason of their nature, were delivered on a pallet and cannot be sent back as an ordinary courier consignment, the cost of return is higher and depends on the country and the dimensions; the Seller provides an estimate at the Customer's request before the contract is concluded, and the exact amount before dispatch.
8. The Customer is liable for any diminished value of the Goods resulting from handling them beyond what is necessary to establish their nature, characteristics and functioning.
9. The right of withdrawal does not apply to contracts where the subject of the performance is non-prefabricated Goods manufactured to the Customer's specification or serving to satisfy the Customer's individualised needs, nor to Goods delivered in a sealed package which, once opened, cannot be returned for reasons of health protection or hygiene, if the package was opened after delivery. The remaining exclusions are set out in Article 38 of the Polish Consumer Rights Act.
10. The right of withdrawal described in this paragraph does not apply to a business customer within the meaning of § 1 point 6.

The full withdrawal policy and the model withdrawal form are also available on the "Right of withdrawal" page.

## **§ 9 Lack of conformity of the Goods with the contract (Consumer and sole trader with consumer rights)**

1. The Seller is liable for a lack of conformity of the Goods with the contract on the terms set out in Chapter 5a of the Polish Act of 30 May 2014 on Consumer Rights, where that lack of conformity existed at the time of delivery of the Goods and becomes apparent within two years of that time.
2. A lack of conformity of the Goods with the contract that becomes apparent before two years have elapsed from delivery of the Goods is presumed to have existed at the time of delivery.
3. In the event of a lack of conformity of the Goods with the contract, the Customer may request their repair or replacement. If repair or replacement is impossible or would entail excessive costs, the Seller may refuse to bring the Goods into conformity with the contract.
4. The Customer may make a statement seeking a price reduction or withdrawal from the contract where the Seller has refused to bring the Goods into conformity with the contract, has failed to bring them into conformity, the lack of conformity persists despite an attempt to remedy it, the lack of conformity is significant enough to justify a price reduction or withdrawal without a prior request for repair or replacement, or where it is clear from the Seller's statement or from the circumstances that the Seller will not bring the Goods into conformity within a reasonable time or without significant inconvenience.
5. The Customer may not withdraw from the contract if the lack of conformity of the Goods with the contract is immaterial.

6. A complaint should be submitted to the Seller's e-mail address or postal address indicated in § 2. It is advisable to state the Order number, a description of the lack of conformity and the Customer's request; this makes the matter easier to handle, but the absence of those details does not suspend the running of any time limit.
7. The Seller responds to a complaint within 14 days of its receipt. A failure to respond within that period means that the complaint is deemed justified.
8. The costs of repair or replacement, including the costs of delivering the Goods to the Seller, are borne by the Seller.

## **§ 10 Statutory warranty and liability towards business customers**

1. In relation to Customers who are business customers within the meaning of § 1 point 6, the provisions of the Polish Civil Code on the statutory warranty for defects apply, subject to the provisions below.
2. The Seller's liability under the statutory warranty towards a business customer is limited to an amount corresponding to the price of the Goods that are the subject of the complaint.
3. The Seller is not liable towards a business customer for lost profits, downtime or indirect damage.
4. Use of the Goods in a load-bearing structure requires a selection consistent with the technical documentation and the design. The Seller makes technical data sheets and approval documents available, but is not liable for the selection of Goods for a specific application made by a business customer, unless the Seller has prepared a written selection recommendation for that customer.
5. The provisions of this paragraph apply neither to Consumers nor to sole traders with consumer rights.

## **§ 11 Guarantee**

Some Goods may be covered by a manufacturer's guarantee. The terms of the guarantee are set out in the guarantee document supplied with the Goods or made available by the manufacturer. A guarantee neither excludes, limits nor suspends the Customer's rights arising from the provisions on the lack of conformity of the Goods with the contract or from the statutory warranty.

## **§ 12 Personal data**

The controller of Customers' personal data is the Seller. The principles of data processing, the purposes, the legal bases, the retention periods and the rights of data subjects are described in the Privacy Policy. Providing the data is voluntary but necessary in order to conclude and perform the contract.

In respect of the payment transaction carried out through the payment operator, mElements S.A. is a separate controller of personal data and applies its own privacy policy.

## **§ 13 Out-of-court complaint handling and redress**

1. Recourse to out-of-court methods of handling complaints and pursuing claims is voluntary and requires the consent of both parties to the dispute.
2. A Consumer may in particular apply to the voivodeship inspector of the Trade Inspection (Inspekcja Handlowa) to initiate proceedings for the out-of-court resolution of the dispute or to conduct mediation, and may also seek the assistance of the district or municipal consumer ombudsman (rzecznik konsumentów) or of a social organisation whose statutory tasks include consumer protection.
3. Detailed information and the list of entities authorised to resolve consumer disputes out of court are available on the website of the Polish Office of Competition and Consumer Protection (Urząd Ochrony Konkurencji i Konsumentów).

4. The European online dispute resolution platform (ODR) has ceased operating, and the Seller therefore no longer provides a reference to it.
5. The Seller is not obliged under separate regulations to use out-of-court resolution of consumer disputes, nor does the Seller undertake to take part in such proceedings.
6. If a dispute is not resolved following a complaint, the Seller provides the Consumer, on paper or on another durable medium, with a statement of consent to, or refusal of, participation in proceedings for the out-of-court resolution of the consumer dispute.

## **§ 14 Provisions concerning contracts with business customers**

1. The Seller is entitled to withdraw from a contract concluded with a business customer within 14 days of its conclusion, without giving any reason and without any claims arising on the part of that business customer.
2. Any disputes between the Seller and a business customer are settled by the court having local jurisdiction over the Seller's registered office.
3. The provisions of this paragraph apply neither to Consumers nor to sole traders with consumer rights.

## **§ 15 Final provisions**

1. Contracts concluded by the Seller are governed by Polish law. The choice of Polish law does not deprive a Consumer of the protection afforded by the mandatory provisions of the law of the country of that Consumer's habitual residence.
2. The Seller reserves the right to amend these Terms and Conditions for important reasons, in particular a change in legislation, a change in the methods of payment or delivery, or a change in the scope of the services provided. Customers holding an account are informed of an amendment at least 14 days before it enters into force.
3. Orders placed before an amendment to these Terms and Conditions enters into force are governed by the previous provisions.
4. Matters not regulated here are governed by the provisions of the Polish Civil Code, the Consumer Rights Act and the Act on the provision of services by electronic means.
5. The Customer is prohibited from supplying content of an unlawful character.

## **Annex 1 - Model withdrawal form**

Complete and return this form only if you wish to withdraw from the contract. Its use is not obligatory.

To:

IT Security Michał Pietruczyk

Logicor, Rampa 8, Jana Pawła II 66, 05-500 Piaseczno, Poland

biuro@fixwoodsystem.pl

I/We () hereby give notice that I/We () withdraw from my/our (\*) contract of sale of the following goods:

.....

Order number: .....

Date of conclusion of the contract / of receipt (\*): .....

Name of consumer(s) (\*): .....

Address of consumer(s) (\*): .....

Account number for the refund: .....

Signature (only if this form is notified on paper): .....

Date: .....

(\*) Delete as appropriate.