

# Return policy for goods purchased on the website

[www.januszkoman.com](http://www.januszkoman.com)

**The consumer** has the right to return goods purchased on the website [www.januszkoman.com](http://www.januszkoman.com)

They can withdraw from the purchase within 14 days.

However, there are exceptions to this rule.

In the case of delivery of digital content on a durable medium (e.g. CD, DVD), the contract is considered a sale of consumer goods.

A separate category (not classified as either consumer goods or as a service) is digital content delivered in an intangible manner, e.g. by downloading from the Internet.

If digital content is downloaded directly from the website, the consumer has the right to withdraw from the contract provided that they have not started to perform it.

In the event of starting to perform the contract (e.g. downloading files from the server), the consumer does not have the right to withdraw if the following conditions are met:

- the commencement of the service took place with the express consent of the consumer before the expiry of the period for withdrawal from the contract;
- the entrepreneur informed about the loss of the right to withdraw from the contract.

If any of the two conditions listed are not met, the consumer has the right to withdraw from the contract.

How much time is there to return goods purchased online?

**The consumer** has the right to return/exchange goods purchased online within 14 calendar days from the moment of taking possession of the item.

The entrepreneur has 14 days to return the money/exchange, and the consumer has 14 days to return the license.

The entrepreneur may withhold payment until receiving the license back or receiving proof of shipment.

If the consumer has not been informed of the right to withdraw from the contract, this right expires after 12 months.

There is no need to provide reasons for withdrawal. The possibility of a return is not dependent on the seller's consent - it is a unilateral declaration of will.

How to return the goods?

To withdraw from the contract, you must inform the seller, preferably in writing. You can use the entrepreneur's form, if they have one, or use the form from the Consumer Rights Act. Copies should be kept for evidentiary purposes.

The consumer bears the costs of shipping the goods to the seller, provided that they have been informed of this.

The seller bears the costs of delivering the goods to the consumer.

## Purchase of a service

If, at the consumer's express request, the performance of the service begins immediately, then in the event of withdrawal from the contract the consumer is obliged to pay for the services provided up to the time of withdrawal from the contract.

What goods cannot be returned?

- goods that spoil quickly or have a short shelf life (e.g. food products)
- goods manufactured to the consumer's specifications or clearly personalized (e.g. custom-made furniture, a tailored suit, engraved jewelry)
- sealed goods that are not suitable for return for health or hygiene reasons, the packaging of which was opened after delivery (e.g. medicinal products, wet wipes)
- sound recordings, sheet music (jpg, png), visual recordings or computer software, the packaging of which was opened after delivery
- accommodation services (other than for residential purposes), transportation of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract specifies the day or period of service provision.

**NOTE:** The Consumer Rights Act does not apply to contracts for the transportation of persons, tourist package contracts or timeshare contracts.

## Purchase abroad - return option

In every European Union country, consumers have the same rights to withdraw from the contract within 14 days in accordance with Directive 2011/83 on consumer rights.

What if the online store refuses to accept the return?

If you made a purchase in a store registered in the European Union, Great Britain, Norway or Iceland, contact the European Consumer Centre by e-mail: ECCNET-PL@ec.europa.eu or by phone at 22 55 60 600 - lawyers on duty from Monday to Friday between 10:00 and 14:00.

If you have a problem with an entrepreneur from Poland, you can get help:

- by calling the Consumer Helpline numbers 801 440 220 and 22 290 89 16, run by the Consumer Foundation, from Monday to Friday between 8:00 and 18:00, charged according to the operator's tariff.
- in the Consumer E-Advice Center, where experts from the Association for the District, the Aquila Association and the Euro-Concret Association provide answers electronically at: porad@dlakonsumentow.pl,
- with the municipal or district consumer advocate

### **Right to information**

The entrepreneur is obliged to inform the consumer in a clear and visible manner and immediately before he places the order about the following issues:

- data identifying the entrepreneur
- basic features of the product or service
- total price or remuneration with taxes, as well as delivery fees, postal services and any other additional costs
- methods of payment, delivery or performance
- applied complaint procedure
- in the case of the right to withdraw from the contract - conditions, deadlines and withdrawal procedure
- costs of returning the item in the event of withdrawal from the contract
- period during which the offer or price remain binding

The consumer must be aware that the order entails an obligation to pay. Confirmation of the placed order must be clearly and legibly marked with the words "order with obligation to pay" or an equivalent formulation.

At the latest at the beginning of the ordering process, the Consumer must have access to information about any restrictions on delivery and accepted payment methods.

The Consumer confirms that he has read the content of the agreement and confirms this fact by placing an order for works on the website [www.januszkoman.com](http://www.januszkoman.com)

The entrepreneur must provide licenses for the terms of use of sheet music (licencja\_nuty) and works by composer and arranger Janusz Koman produced in the format of mp3 works and sheet music (JPG and png) for the private and personal use of the Customer (licencja\_produkt) attached to the goods.

### **Complaint procedure**

Complaints regarding the Services can be submitted in writing, in the form of a registered letter, to the following address:

- **KOMAN PRODUCTION, 07-201 Wyszaków, ul. Targowa 6** or electronically to the address: **koman\_shop@onet.pl**
- The complaint should include the name of the person filing the complaint (name, surname, address, e-mail address) and a description of the event that caused the complaint.
- Sample withdrawal form
- Complaints will be considered within 14 days from the date of receipt of the notification by **KOMAN PRODUCTION**