RETURNS POLICY FOR THE LASPA STORE

§ 1. General provisions and contact details

1. This policy sets out the rules for withdrawal from a contract and the return of goods purchased at a distance from the Laspa online store at laspa24.com.
2. The Seller is **Arges Gerard Szwarczyński**, ul. Leśna 4, 58-350 Mieroszów, Poland, operating the Laspa online store at laspa24.com.
3. Returns enquiries: **biuro@laspa24.com**, telephone +48 74 845 82 53. Postal notices and returned goods should be sent to the Seller's address above.

§ 2. Eligibility and withdrawal period

1. The right of withdrawal applies to consumers, meaning natural persons making purchases not directly related to their business or professional activity.
2. The same rules apply to a natural person entering into a contract directly related to their business where the contract is not professional in nature for that person, assessed in particular by reference to the business activity recorded in the Polish Central Register and Information on Economic Activity (CEIDG). An invoice issued for a business purchase does not by itself exclude this right.
3. Laspa gives these persons 30 days to withdraw without giving a reason, subject to the exceptions in § 7. This is more favourable than the statutory 14-day period for online purchases. The rules in this document also apply to withdrawals notified between days 15 and 30.
4. The period runs from receipt of the goods by the customer or a person designated by them other than the carrier; the day of receipt is excluded. For a single contract covering goods delivered separately, it runs from receipt of the last item, batch or part. Sending the withdrawal notice before the deadline is sufficient. Withdrawal is also possible before receiving the goods.
5. Other business customers must agree separately with the Seller on the return of goods free from defects. This does not limit statutory rights or individually agreed terms of sale.

§ 3. Notifying withdrawal from the contract

1. We recommend using the form under the return-request link in the store footer: https://laspa24.com/pl/rma-start
2. To notify withdrawal through the website:
   a) Enter the order number and select the continue button.
   b) If verification is requested, use the code sent to the email address used for the order. Creating a customer account is not required.
   c) Select the products and quantities to be returned and check your contact details. Clearly state that you are withdrawing from the contract for those products. Giving a reason is optional.
   d) Check the summary and submit the return form using the submission button. Merely entering an order number, verifying a code or saving a draft does not submit a withdrawal notice.
   e) Keep the request number and confirmation. The Seller promptly confirms by email receipt of a withdrawal notice submitted through the website.
3. Submitting a withdrawal notice through the online form does not require an additional statement, PDF or scanned signature. You do not have to print or sign the form or enclose it with the return parcel.
4. The online form facilitates handling but is not the only way to withdraw. You may send an unequivocal statement to **biuro@laspa24.com** or by post to the Seller's address. You may use the model at the end of this document or your own wording. If the form does not work, a suitable option is missing or you cannot receive the code, use email or post.
5. To help identify the purchase, provide your name, contact details, order number or other identifying information, and the goods being returned. Withdrawal is not conditional on the store's approval, assignment of a request number or presentation of the original receipt.

§ 4. Returning the goods

1. Send or hand back the goods promptly, no later than 14 days after giving notice of withdrawal. Dispatch before that deadline is sufficient. Do not wait for approval of the request. You need not arrange return yourself if the Seller has agreed to collect the goods.
2. **Return address: Arges Gerard Szwarczyński, ul. Leśna 4, 58-350 Mieroszów, Poland.**
3. Protect products against damage in transit. We recommend including the order or request number and retaining proof of dispatch. A printed form and the original transport packaging are not conditions for effective withdrawal; separate rules apply to the hygiene seal described in § 7.
4. The customer bears the direct return cost unless the Seller has agreed to cover it or failed to inform the customer of that obligation before purchase. We do not charge for accepting or processing a withdrawal.

§ 5. Refunds

1. The Seller refunds payments promptly, no later than 14 days after receiving the withdrawal notice. Unless the Seller has offered to collect the goods, it may withhold reimbursement until it receives the goods or evidence of their dispatch, whichever occurs first.
2. For withdrawal from the entire contract, the refund includes the price of the goods and delivery to the customer, up to the cost of the least expensive standard delivery option offered for that order. The supplement for a more expensive delivery option is not refunded. Free personal collection is not a delivery method used in this comparison.
3. For a partial return, we refund the price paid for the returned goods. Delivery costs are refunded to the extent attributable solely to those goods; if delivery of the retained goods would have cost the same, partial withdrawal does not entitle the customer to a refund of the original delivery cost.
4. Refunds use the same payment method as the purchase. A different method requires the customer's express agreement and must not incur additional costs. Bank details are required only where necessary for the agreed refund method, for example following payment on delivery.

§ 6. Checking the request and product condition

1. The Seller checks that the request relates to the order, was submitted in time by an eligible person, and whether an exception to the right of withdrawal applies. After receiving the parcel, the Seller also checks its contents and the products' condition.
2. The request status in the system serves administrative purposes. A valid withdrawal does not require the Seller's discretionary approval. If the Seller considers that no right of withdrawal applies, it will give the customer specific reasons and the basis for its position. The customer may challenge that position and pursue their rights.
3. The customer is liable for diminished value resulting from handling beyond what is necessary to establish the goods' nature, characteristics and functioning. Any refund reduction must correspond to the actual loss of value and be justified; it is not a fixed penalty. No such reduction applies if the Seller failed to provide legally required information about withdrawal. Inspecting goods within the permitted scope does not itself remove the right to return them.

§ 7. Exceptions to the right of withdrawal

1. The right of withdrawal does not apply to goods supplied in sealed packaging that are unsuitable for return for health protection or hygiene reasons once unsealed, if the packaging was opened after delivery. All these conditions must be met together. Not every garment or product that comes into contact with the body falls within this exception.
2. The statutory right of withdrawal also does not apply to non-prefabricated goods made to the customer's specifications or clearly personalised. This may include a product bearing the customer's individual logo or print if those conditions are met. Choosing a standard size or colour from the range does not by itself constitute such personalisation.
3. The Seller informs customers before purchase of any exclusion of the right of withdrawal or circumstances in which it is lost. These exceptions do not exclude liability for lack of conformity or more favourable rights expressly granted to the customer.

§ 8. Returns and complaints

1. If goods are defective, damaged or do not match the order, you may make a complaint. This is not limited by the 30-day period for ordinary withdrawal. Complaints may be submitted through the website or by other means, particularly to **biuro@laspa24.com**. To facilitate handling, provide purchase-identifying details, a description of the problem and the remedy requested; a telephone number is helpful but optional.
2. The Seller responds to complaints within 14 days of receipt, on paper or another durable medium such as email. Costs of returning a product under a justified complaint are governed by the rules on lack of conformity, not the paid-return rules for ordinary withdrawal.

§ 9. Protection of customer rights

1. These rules do not restrict the customer's mandatory legal rights. In particular, Laspa's 30-day offer does not shorten a statutory period extended because proper withdrawal information was not provided. New terms do not worsen the terms applicable to contracts already concluded.
2. In a dispute, consumers may seek assistance from a municipal or district consumer ombudsman or the competent Polish regional Trade Inspection authority and use available out-of-court dispute resolution procedures. They also retain the right to bring claims before a court.

Model withdrawal form

Use of this form is voluntary. Complete and send it only if you wish to withdraw in this way. If you have already notified withdrawal through the online form or by email, you do not need to send this document as well.

To: **Arges Gerard Szwarczyński**
ul. Leśna 4, 58-350 Mieroszów, Poland
Email: **biuro@laspa24.com**

I hereby give notice that I withdraw from the sales contract for the goods listed below.

Customer’s full name:

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Customer’s address:

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Order number or other purchase-identifying details:

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Goods and quantities being returned:

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Date of contract:

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Date goods were received:

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Email or other contact details:

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Date of withdrawal notice:

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Customer’s signature, only if this form is sent on paper:

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