

## TERMS AND CONDITIONS OF SERVICE "SINGLE ROOM DESIGN" ON THE DYNKS ONLINE STORE

**dynks.eu**

These Terms and Conditions establish the rules governing the use of the Internet Store run by the Service Provider at [www.dynks.eu](http://www.dynks.eu).

The Service Provider and the owner of the Store is Mirosław Osowiecki, pursuing a business activity under the business name KIM Mirosław Osowiecki, address: Sosnkowskiego 33, 02-495 Warsaw, on the basis of an entry in the Central Registration and Information on Business (CEIDG), Tax Identification Number NIP: 5221918408, National Business Registry Number REGON 011804520.

Contact and mode of communication between the Service Provider and Customer:

via e-mail: [dynks.architektura@gmail.com](mailto:dynks.architektura@gmail.com)

via mail: ul. Sosnkowskiego 33, 02-495 Warsaw

via phone: +49 1745845861 (on Business Days from 9.00 a.m. to 3.00 p.m.)

### DEFINITIONS:

Order Processing Time	time, in which an order is picked and then released to a carrier in order to deliver the Service to the address indicated by the Customer;
Business Days	weekdays from Monday to Friday (excluding public holidays in the Republic of Poland)
Customer	an entity with full capacity to perform acts in law using the services provided by the Store or concluding a Sales Agreement with the Service Provider
Consumer	a natural person performing a legal transaction which is not directly related to the business or professional activity of such person, with the entrepreneur
Account	service provided electronically; a modifiable element of the Store, created after the Customer registers, in which the Customer's information or about the Customer and documentation related to his/her Orders are collected
Cart	a service provided by electronic means; a form constituting an integral part of the Store shopping system, in which the Customer indicates and confirms the object and terms and conditions of an Order
Privacy Policy	a document which governs the security of protecting the privacy and processing of Customers' personal data; The Privacy Policy constitutes an appendix to the Terms and Conditions available at <a href="https://dynks.eu/en/privacy-policy/">https://dynks.eu/en/privacy-policy/</a>

Terms and Conditions( Terms and conditions of service “single room design”on the DYNKS online store)	these terms and conditions of the Online Store; The Terms and Conditions are rendered available free of charge prior to the conclusion of agreements on the website of the Online Store, as well as—upon Customer’s request—in a way which enables the Customer to obtain, copy and record the content of the Terms and Conditions by means of a teleinformatic system. Contract for Design Work (work within the meaning of copyright law), concluded according to the provisions of these Regulations between the Service Provider and the Customer, through the sales system of the Store
Registration	a service provided by electronic means; a procedure completed by the Customer in order to create the Account and possibly to place an Order and make use of certain functions of the Online Store
Online Store (Store)	a website available at <a href="http://www.dynks.eu">www.dynks.eu</a> , through which the Customer may in particular place an Order for available Services
Service	Complex interior designs for a bathroom, toilet, living room, kitchen, child's room, bedroom or closet design - available in the Online Store, which may be the subject of a Terms and conditions of service “single room design”on the DYNKS online store ;
Authorisation	a third-party service which enables creation of and access to the Account, e.g. through social networks such as, to name a few: Facebook or Google
Order	a declaration of Customer’s intent which directly results in conclusion of a Sales Agreement, stating relevant conditions of the Agreement, filed by means of the Cart function; Orders may be placed by electronic means through the Store’s sale system, 24 h a day, 7 days a week, 365 days a year,

## 1 . GENERAL PROVISIONS

1. These Terms and Conditions establish the rules governing the use of the Store, in particular the terms and conditions of using services by electronic means, placing and modifying Orders, filing complaints, making payments and other rights and obligations of the Customer and the Service Provider.
2. Any person willing to use the Store must become acquainted with these Terms and Conditions first. Any person who fails to read the Terms and Conditions may not use the Store.
3. Information included in the Store does not constitute an offer within the meaning of the Act of 23 April 1964—the Polish Civil Code, but an invitation to place offers by the Customers.
4. The Customer is not allowed to provide any content of unlawful nature and use the Store in a way which hinders or prevents its operation.
5. In order to use the Store, the Customer has to meet the following minimum technical requirements: a device with the Internet connection, an installed, latest version of

the Internet browser: Internet Explorer, Chrome, FireFox, Opera, Safari, with active JavaScript and cookie support, an active e-mail account. The recommended minimum screen resolution: 1920x1080 pixels.

6. The agreements are concluded in accordance with Polish law, with a proviso that such choice may not result in a Consumer being deprived of the protection resulting from mandatory provisions of the law applicable in the Consumer's country of habitual residence.

## **2. ACCOUNT AND OTHER SERVICES PROVIDED BY ELECTRONIC MEANS**

1. The Store provides Customers with free of charge services provided by electronic means through functionalities of the Store, i.e.: interactive forms, in this the Registration and contact form, Customer's Account and Cart.
2. Each of the agreements for provision of services by electronic means may be terminated by the Customer at any time without providing reasons, in the manner as specified here or in further provisions of the Terms and Conditions. The agreements for provision of services by electronic means which consist in the use of form functionalities are concluded for a limited period of time and are dissolved upon sending the form content to the Service Provider or Store or upon ceasing to use them. The Customer may also resign from the services rendered by means of interactive forms by refraining from using such services.
3. In order to set up the Account and gain the status of registered Customer, a user has to first complete the Registration procedure.
4. The Customer completes the Registration procedure via an interactive form available in the Store or by means of Authentication. The Customer is obliged to provide his/her true and up-to-date details and maintain them so the entire time he/she holds the Account. Instead of filling in the form, the Customer may also undergo the Authentication procedure.
5. Upon confirmation of completion of the Registration procedure sent by the Service Provider to the Customer's e-mail address or upon completion of the Authentication, an agreement for provision of the Account operation service by electronic means is concluded between the Customer and the Service Provider for an unlimited period of time.
6. The Customer may terminate the agreement for operating the Account at any time with immediate effect, by sending a relevant declaration of intent to the Service Provider. Termination becomes effective upon receipt of such declaration by the Service Provider.
7. In the course of the Registration the Customer sets a password, which then enables him/her to access the Account. The Customer is obliged to protect the password and may not reveal it to third persons. The Account is non-transferable. Instead of entering the password, the Customer may also carry out the Authentication procedure.
8. The Customer is obliged to update the Account details necessary to execute the Order.

### **3. PERSONAL DATA**

1. Provision of personal data by the Customer is voluntary but necessary to conclude the Agreement.
2. The Customer is not entitled to provide as his personal data to third parties.
3. All issues relating to the protection of personal data are regulated in detail in the Privacy Policy.

### **4. ORDER AND SALES AGREEMENT**

1. Orders may be placed by the Customers who have the status of registered and unregistered user of the Store. A non-registered Customer places an Order avoiding the Registration and log-in procedure.
2. The Customer prepares an Order by virtually adding Services to the Cart. As a result of an effective addition of Services, the number of Services in the Order list is changed. The Order list may be modified in any way, also from the Cart level.
3. Upon confirmation of selected Services, the Customer indicates in the Order form the payment method, delivery details, as well as contact details or confirms them upon logging in to the Account. Having completed the Order, the Customer confirms it and sends it to the Service Provider by activating the "Confirm purchase" button.
4. In the course of placing an Order, until activating the button "Confirm purchase", the Customer may identify and correct errors in the Order and to modify it through the Store sale system.
5. After that, the Customer may change the Order, in particular he/she may correct errors in the entered data, until posting the Services through direct and immediate (via phone or e-mail) contact with the Service Provider.
6. While placing the Order, the Customer makes the Service Provider an offer to conclude a Sales Agreement concerning the Service being the object of the Order. Sales Agreement are concluded by acceptance of the said offer by the Service Provider upon receipt by the Customer of the confirmation of acceptance of the Order for execution by the Service Provider.
7. A Sales Agreement may only be concluded if (a) the Customer makes the relevant payment, (b) there is no error in the Store related to the Service price. If the Customer pays the price but the condition precedent related to error is not met, then the payment is undue and the Service Provider will reimburse it to the Customer immediately upon crediting it on the bank account, but no later than within one Business Day.
8. The concluded Sales Agreement is recorded, secured and made available through the Store's sale system and is sent to the Customer's e-mail address or in writing to the address indicated by the Customer in the Order. The Customer who placed an Order receives a digital document confirming conclusion of the Agreement along with its content.
9. The Order Processing Time is maximum 15 (fifteen) Business Days, not including the Customer's time to make comments on the Order.

10. The execution of the Order shall commence after the electronic payment through the online payment system - after the confirmation received by the Service Provider from the payment operator and after the personal arrangement of the start date between the Service Provider and the Client. Contact to determine the date of execution of the Order will take place up to 2(two) Business Days after the confirmation received by the Service Provider from the payment operator.

## **5. PROJECT WORK SCHEDULE**

1. Contact to determine the date of execution of the order will take place up to 2(two) Business Days after confirmation received by the Services Provider from the payment operator.
2. The parties shall mutually agree on the start date of the project.
3. The Client by this Agreement is obliged to send the Service Provider photos and a floor plan of the room to be designed, together with all the necessary dimensions for the preparation of the project.
4. On the basis of sketch drawings of the Client's projection, the Service Provider will prepare a document: a projection with dimensional lines for completion of dimensions by the Client.
5. The Service Provider will provide the Customer with all the necessary instructions for taking correct measurements.
6. The Order Execution Time shall begin to accrue from the day on which the Customer provides the Service Provider with the dimensionally completed projection drawing of the designed room.
7. Online meeting with the Client No. 1 - Determination of design requirements and preferred style, which will be written down and will constitute an attachment to this contract
8. Stage 1: Functional design of the room - 5 working days.
9. Online meeting with Client No. 2 - Discussion of Stage 1 of the work and collection of comments
10. Stage 2: Comprehensive design of the room - 5 working days
11. Online meeting with Client No. 3 - Discussing Stage 2 of the work and collecting comments
12. Stage 3: Technical development of the project - 5 working days
13. Online meeting with Client No. 4 - Discussing Stage 3 of the work and collecting comments

## **6. SCOPE OF PROJECT DEVELOPMENT**

1. Stage 1: Functional design of the room
  - a. Functional layout of the designed room in two variants - in room plan format
  - b. Style moodboard - a proposal
2. Stage 2: Complex design of the room
  - a. Stage 2 design is developed based on the functional layout of the room selected by the Client from Stage 1

- b. Layout drawings - in the form of a floor plan
  - c. Visualizations - min. 5
  - d. Graphic list of proposed finishing materials and equipment
  - e. Cost estimate for the concept - links to Service
    - i. Finishing materials (e.g., tiles, paint, floors, wallpaper, cladding)
    - ii. Furniture
    - iii. Lamps
    - iv. Crucial decorations
3. Stage 3: Technical development of the project (the scope may change (decrease) depending on the selected Service or the Client's needs)
- a. Technical drawings
    - i. Layout
    - ii. Dimensions of the walls
    - iii. Wall finishing
    - iv. Floor finishes
    - v. Sketches of projects of installations: electrical, plumbing, central heating.
    - vi. Technical drawings of the designed customized furniture
    - vii. Drawings specifying the location of equipment mounted to the walls
  - b. List of renovation/finishing works for valuation

## **7. COMPLETION AND HANDOVER OF THE PROJECT**

1. Each stage of work on the project will be presented to the Client during an online meeting and electronically via e-mail, to the e-mail address indicated when the Client placed the order.
2. After the presentation of the prepared materials to the Client, the Client may provide the Service Provider with his/her comments, requesting that the appropriate corrections be made.
3. At Stage 1 and 2, two series of amendments are possible. At Stage 3 -1 series.
4. A list of comments or objections collected in one e-mail is considered one series of amendments. Each subsequent series of amendments shall be billed at the rate of 150 (in words: one hundred and fifty) PLN net + 23% VAT per hour of work on each subsequent series of amendments, with the proviso that additional remuneration must be paid in advance by the Client before the Service Provider proceeds with subsequent amendments.
5. The Client should provide the Service Provider with his comments within 5 working days after the presentation of the prepared materials to him.
6. Comments may not apply to those materials that have already been accepted by the Client, unless the Service Provider agrees, which agreement may be subject to payment of additional compensation in advance.
7. Comments may not interfere with the design requirements agreed upon during the meeting 1. Changing the design requirements during the execution of the project is possible only with the agreement of the Service Provider and, if the changes are considered significant by the Service Provider - an additional fee agreed by the parties

and payable by the Client in advance (before the Service Provider takes into account the change in design requirements in the executed project).

8. If the Client submits comments interfering with the design requirements, and at the same time refuses to pay the additional remuneration referred to in paragraph 7 above, the Service Provider shall be entitled to withdraw from the unperformed part of the contract with retention of the fee for the completed parts of the contract, after calling on the Client to pay the additional remuneration within a specified period of time, with the threat that after the ineffective expiration of this period the Service Provider will be entitled to withdraw from the contract. Appropriate statements of the Service Provider in this regard may be submitted to the Client via e-mail.
9. Within 5 working days of providing comments to the Service Provider, the Service Provider will make appropriate corrections to the prepared materials and resubmit them to the Client.
10. In the event that the Client fails to provide comments to the Service Provider in accordance with the procedure described above and at the same time fails to accept the prepared materials, the Service Provider will be entitled to suspend work on the project, and consequently to extend the deadline for completion of the project. In such a situation, the Service Provider will also be entitled to withdraw from the contract in the unfulfilled portion with retention of the fee for the completed portions of the contract, after a prior request to the Client for comments or acceptance with the threat that upon the ineffective expiration of this period, the Service Provider will be entitled to withdraw from the contract. Appropriate statements of the Service Provider in this regard may be submitted to the Client via e-mail. In addition, the Service Provider shall be entitled to consider the Client's silence within the period for submitting corrections as acceptance of the materials presented to it.

## **8. CUSTOMER RESPONSIBILITIES**

1. The Client agrees to cooperate with the Service Provider to the extent necessary for the proper execution of the contract, and in particular to send additional materials - primarily photos, texts, documents - and other information necessary for the execution of the project on an ongoing basis, as requested by the Service Provider.
2. The Client agrees that he will respond to any messages from the Service Provider within 5 days. If this deadline is exceeded, the Service Provider will be entitled to extend the deadline for completion of the project. Client agrees to cooperate with the Service Provider in the creation of the Project by making joint agreements on functionality and design, including by email.
3. In case of lack of cooperation or insufficient cooperation between the Client and the Service Provider, the Service Provider shall be entitled to stop work on the Project, and consequently to extend the deadline for completion of the Project. In such a situation, the Service Provider will also be entitled to withdraw from the contract in the unperformed part with retention of the initial fee and the remuneration paid to the Service Provider to date, after calling on the Client to cooperate and setting an appropriate time limit for cooperation with the threat that upon ineffective expiration of the time limit the Service Provider will be entitled to withdraw from the contract.

Appropriate statements of the Service Provider in this regard may be submitted to the Client via e-mail to the address indicated when placing the order.

4. In addition, if the Client fails to respond in a timely manner to certain proposals, solutions, ideas that require the Client's acceptance, the Service Provider is entitled to consider the Client's silence as acceptance.
5. Client agrees not to use, distribute or make available to any third party the Client's rejected arrangement ideas presented to Client by Service Provider.

## **9. RESPONSIBILITY, OBLIGATIONS AND STATEMENTS OF THE SERVICE PROVIDER**

1. The Service Provider represents that it has the knowledge, qualifications and skills necessary to perform the Project.
2. The Service Provider declares that it will perform the Project in a careful, conscientious and correct manner, in accordance with the specifics of the work, information and guidelines from the Client, and in accordance with the requirements of the construction law, the principles of technical knowledge, the requirements of the equipment, devices and furniture used in the Project, and in addition, taking into account the requirements of fire-fighting and occupational health and safety.
3. The Service Provider's liability in connection with the contract, particularly liability for non-performance or improper performance of the contract, is limited to the amount of remuneration paid to the Service Provider by the Client.
4. The Service Provider undertakes to execute the project in a defect-free manner.
5. Insurance:
  - a. The Service Provider shall have liability insurance for its business activities,
  - b. Upon request of the Client, the Service Provider shall provide proof of payment of insurance premiums,
  - c. The insurance must remain in force throughout the duration of the contract, until the completion of the final acceptance activities of the subject of the contract.
6. The Service Provider is entitled to entrust the execution of all or part of the subject of the contract to a third party without having to obtain any consent from the Client in this regard.
7. Contact with the Service Provider is possible on weekdays from 9 am to 5 pm.

## **10. COPYRIGHT**

1. The Service Provider declares that the interior design will be a manifestation of his independent creative activity of an individual character (a work within the meaning of copyright law) and will not infringe any rights, interests or goods of third parties.
2. Transfer of copyrights:
  - a. Upon the transfer of the technical documentation of the project to the Client (Stage 3 of the work), the Service Provider shall transfer to the Client the author's economic rights to the project in the fields of exploitation allowing the use of the project for the implementation of only one investment for which the project was made.



- b. For the avoidance of doubt, the parties agree that the Client is not entitled to use the project until the technical documentation is transferred. Specifically, the Client is not entitled to use any part of the project until the project has been completed in its entirety and the technical documentation has been provided to the Client.
3. For the avoidance of doubt, the parties agree that the Client is not entitled to make any changes to the project and to combine the project with other works. Client may use the project only in the form in which he received it from the Service Provider. If Client wishes to make changes to the project, Client may have Service Provider do so for an additional fee agreed by the parties. In such a situation, the entitlement referred to in paragraph 3 above also applies to the project incorporating the changes made by the Service Provider.
4. The Service Provider shall not be liable for the consequences of the Client's use of the project in violation of the provision of paragraph 3 above.
5. If Client wishes to distribute the project, Client must obtain the Service Provider's express permission to do so and agree with the Service Provider on how to designate the Service Provider as the creator of the project.
6. The Client grants the Service Provider permission to use the project to promote the services provided by the Service Provider, in particular to present the project in the Service Provider's portfolio, on the Service Provider's website, on social media channels operated by the Service Provider (Facebook, Twitter, Behance, LinkedIn, YouTube, Vimeo, etc.) and to present the project to the Service Provider's potential clients.
7. The Service Provider declares that it will not provide the Client's personal and address information when promoting the project.

## **11. PRICES AND PAYMENT**

1. The prices provided on the Store pages are gross prices (including any taxes), are expressed in EUR and do not include delivery costs.
2. The Customer may choose one of the following payment methods: (a) a wire transfer to the Service Provider's bank account; (b) a wire transfer through an external payment system PayPal operated by PayPal s.a.r.l. with its registered office in Luxembourg,
3. PayPal also allows payment by debit or credit card without creating an account.
4. For each sold Service a bill of sale is issued in the form of a bill or invoice, upon request of the Customer. The accounting document constitutes the confirmation of relevant elements of the placed Order.
5. The prices and costs provided in the Store may be changed (by virtue of a special offer or sales of Services, or change of prices by the producer or carrier). The terms and conditions pertaining to the Order may not be changed with regard to the Customer who placed an offer in the manner prescribed above prior to a change of prices.
6. 6 Distribution of the price of the Service to the different Stages of work:

- a. 1. Stage 1 - 30% of the total price of the Service.
- b. 2. Stage 2 - 50% of the total price of the Service
- c. 3. stage 3 - 20% of the total price of the Service

## **12. WITHDRAWAL**

1. A Client who is a Consumer may, within 14 calendar days, withdraw from a contract concluded with the Service Provider, without giving any reason and without incurring costs other than those provided by law and indicated in the Regulations.
2. To meet the deadline it is sufficient to send the Service Provider's statement of withdrawal before its expiration.
3. The period for withdrawal shall begin from the date of conclusion of the contract.
4. In the event of withdrawal from the contract, the contract is considered not concluded.
5. In the event of withdrawal, the Service Provider shall return to the Consumer all payments received immediately, and in any case no later than 14 (fourteen) days from the day on which the Service Provider was informed of the decision to exercise the right to withdraw from this Contract.
6. This right shall not apply in the cases described in this section below.

## **13. AGREEMENT TO START THE SERVICE AFTER BOOKING THE TERM**

1. Due to the specific nature of the Services offered in the Store, e-mail confirmation by the Service Provider and the Client of the date of commencement of the service shall be tantamount to a statement of consent to the commencement of the service before the expiration of the deadline for withdrawal from the contract and a statement that the Client has been informed of the loss of his right to withdraw from the contract in accordance with the Regulations.

## **14. COMPLAINTS**

1. The basis and scope of the Service Provider's liability to the Client are determined by generally applicable laws, in particular the Civil Code.
2. Liability to a Client who is not a Consumer is excluded.
3. A Consumer may file a complaint, for example
  - a. in writing to the address: KIM Mirosław Osowiecki, Sosnkowskiego 33, 04-295 Warsaw
  - b. in electronic form via e-mail to the address: dynks.architektura@gmail.com.
4. Complaint about the service, should include, specific factual allegations with justification.
5. The Service Provider shall respond to the Consumer's complaint no later than within 30 calendar days from the date of its submission.

## 15. AMENDMENT TO THE TERMS AND CONDITIONS

1. The Service Provider may amend these Terms and Conditions due to material reasons, whether legal (change of generally applicable legal provisions related to Service Provider's activity or change of the Service Provider's business form) or technical (modernization of the Store infrastructure, change of the Store operation mode).
2. Registered Customers are notified on any amendment to these Terms and Conditions along with justification by an e-mail sent 7 (seven) days before the effective date of the new wording of the Terms and Conditions. Unregistered Customers are notified on this fact in a message displayed on the Store's homepage 7 (seven) days before the effective date of the new Terms and Conditions. In this time the Customer must accept the Terms and Conditions again or refuse to accept them.
3. Any Orders placed prior to the effective date of an amendment to the Terms and Conditions are processed in accordance with the content of the Terms and Conditions as applicable at that date.

## 16. SPECIFIC PROVISIONS

Customers who are not Consumers are subject to the following provisions:

- (a) the Service Provider is not liable for any damage caused to the Customer by unintentional fault, whereby Service Provider's liability is limited to actual losses incurred by the Customer,
- (b) the rights and obligations resulting from the Terms and Conditions are governed exclusively by Polish law,
- (c) any dispute arising between the Service Provider and the Customer will be referred to the court with the jurisdiction over Service Provider's registered office.

## 17. FINAL PROVISIONS

1. Any materials, including graphic elements, layout of such elements, trademarks and other, available in the Store are the object of exclusive rights, in particular they constitute the object of protection under copyrights and industrial property rights. Any use of the materials shared in the Store in any form each time requires consent of the Service Provider.
2. A Consumer may take advantage of dispute resolution methods which are alternative to court proceedings (ADR), in particular through mediation, conciliation or arbitration (arbitration court). The list of institutions to which a Consumer may refer for dispute settlement within the frames of ADR is available [here](#).
3. A consumer may also take advantage of out-of-court means of considering complaints and seeking claims by submitting his/her complaint through the EU ODR online platform available [at](#).
4. If the Customer resigns from taking advantage from ADR or ODR, any disputes arising out of the Terms and Conditions or Sales Agreements are settled by a common court with the jurisdiction determined with the use of the rules as prescribed by a legal act applicable to the Customer being the Consumer.
5. The Privacy Policy, available [here](#) is an integral part of these Terms and Conditions.

**These Terms and Conditions shall come into effect as of: 18.01.2023**