Terms and Conditions of the Online Shop

www.luxorna.com · valid from the date of publication

§ 1 Seller and scope of application

(1) The seller is Tomasz Lis, a sole trader operating under the business name Luxorna Tomasz Lis, Czerminek 2H, 63-322 Gołuchów, Poland, tel. +48 456 701 506, e-mail: sales@luxorna.com, Polish tax identification number (NIP) 6991465541, EU VAT number: PL6991465541 (hereinafter the “Seller” or “we”).

(2) These Terms and Conditions apply to all contracts of sale concluded via the online shop www.luxorna.com. A consumer is a natural person who concludes a legal transaction with the Seller that is not directly related to that person’s business or professional activity.

(3) The provisions of these Terms and Conditions concerning consumers also apply to a natural person concluding a contract directly related to that person’s business activity, where it follows from the content of that contract that it does not have a professional character for that person.

(4) Individual orders from businesses and institutions (e.g. Christmas ornaments in a specially designed shape) are fulfilled on separately agreed terms.

(5) The Customer’s terms that deviate from these Terms and Conditions are not binding on the Seller unless the Seller expressly accepts them.

§ 2 Goods

(1) We offer Christmas ornaments and festive decorations of our own manufacture made in Poland, in particular:

- hand-blown, silvered on the inside and hand-painted glass Christmas ornaments (baubles and figurines);
- hand-blown and hand-painted glass Christmas ornaments decorated with hand-made tatting lace; the lace is a decoration glued onto / placed on the glass bauble or figurine.

(2) Each ornament is made and decorated by hand; therefore its shape, colour and painting may differ slightly from the product photographs and from other pieces of the same design.

(3) Personalised ornaments (e.g. with a name, date or dedication) are made specially according to the details provided by the Customer.

(4) The presentation of goods in the shop does not constitute an offer within the meaning of the Polish Civil Code, but an invitation to place orders.

§ 3 Placing an order and conclusion of the contract

(1) The Customer adds the selected goods to the shopping cart, enters a discount code if applicable, provides billing and delivery details and chooses the method of delivery and payment. Before the order is placed, a summary of all details is displayed, including the total price and delivery costs. Clicking the button “Order with obligation to pay” constitutes a binding offer to purchase the goods in the cart.

(2) Errors in the data entered may be corrected before the order is submitted, using the buttons of the order form or in the shopping cart.

(3) We confirm receipt of the order without delay by e-mail. That confirmation does not yet constitute acceptance of the offer. The contract is concluded when we accept the order by e-mail or when we dispatch the goods — whichever occurs first.

(4) The language of the contract is the language of the shop version in which the order was placed.

(5) We store the content of the contract. The order data and these Terms and Conditions are sent to the Customer by e-mail on a durable medium (a link to a PDF version or with the possibility of saving the Terms and Conditions). Customers who have an account may also view their orders in their account.

§ 4 Customer account

(1) Purchases may be made without creating an account. An account allows the Customer to track the order status and view order history.

(2) Account data may be edited at any time. Deletion of the account may be requested at any time by writing to sales@luxorna.com.

§ 5 Prices and delivery costs

(1) All prices are gross prices. They include VAT at the rate applicable in the Member State of the European Union to which the goods are delivered (OSS procedure). Prices are stated in the currency displayed in the shop.

(2) Delivery costs are added to the price of the goods. Their amount is stated on the “Delivery” page and is displayed to the Customer before the order is placed.

(3) For shipments to countries outside the European Union, customs duties, import taxes and charges may arise, which are borne by the Customer.

§ 6 Payment

(1) The Customer may use the payment methods displayed during the order process: Przelewy24 (PayPro S.A.), traditional bank transfer, and cash on delivery only for deliveries within Poland.

(2) In the case of payment by traditional bank transfer, the Customer should pay the total amount within 7 business days of the conclusion of the contract. If payment is not received within that period, we may withdraw from the contract; we will inform the Customer of this by e-mail. Any payments already made will be refunded without delay.

(3) Online payments are processed by the relevant payment operator.

(4) Upon request we issue a VAT invoice. Businesses provide their company details and NIP / EU VAT number in the order form.

§ 7 Delivery

(1) We ship to the delivery address provided by the Customer to countries to which the carriers and postal operators engaged by us deliver.

(2) We dispatch the goods on business days within 5 business days of receipt of payment and, in the case of cash on delivery, within 5 business days of the conclusion of the contract. This also applies to personalised orders.

(3) The delivery time from dispatch depends on the carrier and the destination country.

(4) Shipments are dispatched via external courier companies and postal operators.

(5) Glass ornaments are fragile. We carefully pack every shipment in tissue paper shreds or cotton wool and in sturdy cardboard boxes.

(6) If the Customer is a consumer, the risk of accidental loss of or damage to the goods passes to the Customer only upon delivery of the goods to the Customer or to a person indicated by the Customer other than the carrier.

(7) If ordered goods are unavailable, we inform the Customer without delay and refund any payments received.

§ 8 Right of withdrawal

(1) The consumer has a statutory right to withdraw from a distance contract. Details are set out in the instruction on the right of withdrawal, available on the “Withdrawal” page and sent to the Customer together with the order confirmation on a durable medium (a link or a savable version).

(2) The right of withdrawal does not apply to a contract under which the subject matter of the performance is a non-prefabricated item manufactured according to the consumer’s specifications or serving to meet the consumer’s individualised needs (Article 38(1)(3) of the Polish Consumer Rights Act; Article 16(c) of Directive 2011/83/EU). This applies in particular to ornaments with a name, date or dedication and to ornaments made according to the Customer’s design.

(3) In the event of withdrawal we refund all payments received, including the cost of the cheapest ordinary delivery, without delay and no later than 14 days from receipt of the notice of withdrawal, using the same means of payment as used by the Customer, unless the Customer has expressly agreed otherwise. We may withhold the refund until we have received the goods or until proof of their return has been provided — whichever occurs first.

(4) The direct costs of returning the goods are borne by the Customer. Return address: Luxorna Tomasz Lis, Czerminek 2H, 63-322 Gołuchów, Poland.

(5) The Customer is liable only for any diminished value of the goods resulting from handling them in a way other than what is necessary to establish their nature, characteristics and functioning.

(6) We ask that glass ornaments be packed safely for return. This is not a condition for the effective exercise of the right of withdrawal.

§ 9 Liability for conformity of the goods with the contract and complaints

(1) The Seller is liable for any lack of conformity of the goods with the contract existing at the time of delivery and becoming apparent within two years of that time, on the terms set out in the Polish Consumer Rights Act.

(2) In the event of a lack of conformity of the goods with the contract, the consumer may request repair or replacement and, where the statutory conditions are met, make a statement on a price reduction or on withdrawal from the contract. The costs of repair or replacement are borne by the Seller.

(3) A complaint may be submitted by e-mail to sales@luxorna.com or by post to the Seller’s address. For efficient handling please provide your name, order number, a description of the defect and your request and — if possible — photographs. We respond to a complaint within 14 days of receiving it.

(4) If an ornament arrives damaged, please photograph the goods and the packaging and send the photographs as soon as possible. Broken ornaments need not be returned. These requests do not limit the Customer’s statutory rights.

§ 10 Discount codes

(1) Discount codes are issued as part of time-limited promotional campaigns; they reduce the order value by the indicated percentage.

(2) The code must be entered in the shopping cart after all goods have been added — only then will the discount be applied to all items.

§ 11 Copyright

All content of the shop, in particular photographs and ornament designs, is protected by copyright and is the property of the Seller. Copying, modifying or otherwise using it without our prior consent is prohibited.

§ 12 Dispute resolution

(1) The EU Online Dispute Resolution platform (ODR platform) was discontinued as of 20 July 2025 (Regulation (EU) 2024/3228); it is no longer possible to submit complaints via that platform.

(2) The Seller does not agree to participate in out-of-court consumer dispute resolution before an authorised ADR entity.

(3) The consumer may use the free assistance of a municipal or district consumer ombudsman. In the event of questions or concerns, please contact us directly: sales@luxorna.com, tel. +48 456 701 506.

§ 13 Governing law, court, language versions

(1) The contracts are governed by Polish law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The choice of law does not deprive the consumer of the protection afforded by provisions that cannot be derogated from by agreement under the law of the country in which the consumer has their habitual residence.

(2) Disputes with consumers are subject to the statutory rules on court jurisdiction.

(3) These Terms and Conditions are available in Polish, German and English. For contracts concluded via the English-language version of the shop, the English version shall prevail.

§ 14 Personal data

Information on the processing of personal data is set out in the privacy policy.

§ 15 Final provisions

(1) Amendments to these Terms and Conditions apply only to orders placed after they enter into force.

(2) If any provision of these Terms and Conditions proves to be invalid, the remaining provisions remain in force, and the invalid provision is replaced by the applicable legal provisions.