

Important contacts

- **Office of the Municipal Consumer Ombudsman in Lublin** [Biuro Miejskiego Rzecznika Praw Konsumentów w Lublinie]
ul. Wieniawska 14/807
Phone: 81 466 16 00
e-mail: rzecznik_konsumenta@lublin.eu
- **Consumer Helpline** [Infolinia Konsumentka]
Phone: 801 440 220, working hours 8.00 a.m - 6 p.m.
- **Consumer e-Advice Center** [Konsumentkie Centrum e-Porad]
e-mail: porady@dlakonsumentow.pl
- **Consumer Federations** [Federacje Konsumentów]
www.federacja-konsumentow.org.pl
- **Office of Competition and Consumer Protection Lublin Branch** [Urząd Ochrony Konkurencji i Konsumentów Delegatura w Lublinie]
ul. Ochotnicza 10
Phone: 81 532 35 31, 81 532 54 48
e-mail: lublin@uokik.gov.pl
- **Voivode Inspectorate of Trade Inspection in Lublin** [Wojewódzki Inspektorat Inspekcji Handlowej w Lublinie]
ul. Tomasza Zana 38c
Phone: 81 528 07 47
e-mail: ihlublin@lublin.uw.gov.pl
www.ihlublin.pl
- **District Consumer Ombudsman** [Powiatowy Rzecznik Konsumentów]
ul. Spokojna 9
Phone: 81 528 66 19
e-mail: rzecznik@powiat.lublin.pl



Professional Consumer Advice

- **Insurance and Finance**
Finance Ombudsman [Rzecznik Finansowy]
Phone: 22 33373 25/26/27/28
www.rf.gov.pl
- **Telecommunication**
Consumer Information Centre
at The Office of Electronic Communication
[Centrum Informacji Konsumentkiej przy UKE]
Phone: 801 900 853, 22 534 91 74
www.cik.uke.gov.pl
- **Energy and Fuels**
Information Point for Energy and Gas Fuels Consumers [Punkt Informacyjny dla Odbiorców Energii i Paliw Gazowych]
Phone: 22 244 26 36
www.ure.gov.pl
- **Air Transport**
Committee on the Rights of Passengers at Civil Aviation Authority [Komisja Ochrony Praw Pasażerów przy ULC]
Phone: 22 520 74 84
www.ulc.gov.pl
- **Rail Transport**
The Office of Rail Transport
[Urząd Transportu Kolejowego]
Phone: 801 044 080, 22 460 40 80
www.pasazer.utk.gov.pl
- **Purchase in the UE, Norway and Iceland**
European Consumer Centre
[Europejskie Centrum Konsumentkie]
Phone: 22 55 60 118
www.konsument.gov.pl



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Safe Harbour



RULE OF LAW INSTITUTE FOUNDATION

ul. Chopina 14/70, 20-023 Lublin
www.panstwoprawa.org



FOREIGNER AS A CONSUMER

The scope of protection of a foreigner's consumer rights is the same as the scope of protection of a Polish citizen's rights.

The consumer is a person who buys a product or a service for his/her own needs. While performing such acts as a non-professional, a consumer has special entitlements and, in consequence, as a „weaker party” is protected by law.

When you buy a product as a consumer and purchased items have defects, you have the right to:

- repair (removal of defects)
- exchange the item for a new one
- reduce price
- cancel the contract if the defect is serious.

These are the powers given within the warranty.

The warranty is a way to claim the dealer's liability for differences between the product and the contract – the product may have physical or legal defects.

The dealer is obliged to adapt to your requirements, within a period of 14 days – after this period your request is deemed satisfied. The dealer is relieved from liability only if the consumer's knowledge of the defect was known during the initial purchase.

If the defect has been claimed within **1 year** from the date when the purchased item was delivered to the consumer, it is believed that either both, the physical defect or its cause, emerged at the time of purchase.

The period of the dealer's liability under the warranty is **2 years** from the delivery date of the product and **5 years** in relation to real estate. When the item is used, however, the parties may shorten this period to no less than **1 year**.

The guarantee is a manufacturer's voluntary obligation that the product possesses characteristics specified in the guarantee statement and the guarantee statement may serve as the basis for complaint.

The term of the guarantee is **2 years** unless the guarantor defines the term of the guarantee otherwise. If the manufacturer has exchanged the defected item for a new one or has performed major repairs then the guarantee period runs again. The guarantee period runs again on account of the delivery of a new item or part of a repaired item. If there was a replacement part of the item then this period starts again only in relation to the replaced part. These duties should be performed within the term specified in the guarantee. If the term has not been defined then the duties should be performed no later than 14 days from the customer's purchase date.

Distance contract



Consumers who include a distance contract (e.g. via the Internet, telephone) are subject to special protection.

In this case, as a consumer you have the right to withdraw from the contract within 14 days without providing a reason - the term runs from the date on which the item was delivered. The manufacturer is obliged to provide clear information on how and when to withdraw from the contract. If the manufacturer does not provide clear information on how and when to withdraw from the contract then the term is extended up to 12 months.

How to withdraw from a distance contract?

- 1** Make a statement in a written form (registered letter, email with confirmation of receipt message).
- 2** After receiving such a declaration from the trader, the contract shall be deemed void.
- 3** Within 14 days of the receipt of the declaration, the dealer has to:
 - a** reimburse the payment in the same way that you used, unless you agree to use a different payment method of return,
 - b** pay back the delivery costs of the product to the dealer.

Sample statement of withdrawal of a distance contract

Twoje imię, nazwisko i adres	Miejscowość, data
Nazwa i adres sprzedawcy	
Oświadczenie o odstąpieniu od umowy zawartej na odległość	
Oświadczam, że zgodnie z art. 27 ustawy z dnia 30 maja 2014 r. o prawach konsumenta (Dz.U. 2014 r. poz. 827 ze zm.) odstępuję od umowy nr zawartej dnia dotyczącej zakupu towaru/usługi	
..... Twój podpis	

The same (14 day) term obliges you to return items to the dealer and charges you with the direct cost of returning items, e.g. packing costs.