

Terms of Service

INTRODUCTION

The Terms and Conditions set out the general terms, conditions and manner of sale conducted by the Seller through the Online Store and determine the rules for the provision by the Seller of free services by electronic means.

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2. DEFINITIONS

1. Seller's Office is a place intended for handling returns and complaints, at the following address: STARLET building, ul. Sienkiewicza 12, 78-100 Kołobrzeg.
2. Business Days are weekdays from Monday to Friday, excluding public holidays.
3. Supplier is an entity with which the Seller cooperates in delivery of Goods, including in particular:

1. courier service;
2. InPost Paczkomaty Sp. z o.o. with its registered office in Cracow, providing delivery and service of the postage locker system (INPOST).
4. Customer is a natural person, a legal person or an organizational unit other than a legal person but having legal capacity, to whom/which, in accordance with the Terms and Conditions and the law, services may be provided electronically or with whom/which the Sales Contract may be concluded. A natural person may be a Customer if: (a) he/she has full legal capacity; or (b) obtains consent of a legal representative or legal guardian if he/she has limited legal capacity; or (c) is represented by a legal representative or legal guardian if he/she does not have legal capacity.
5. Civil Code is the Act of April 23, 1964 so entitled in its most recent version.
6. Consumer is (i) a natural person who performs with the Seller a legal transaction not directly related to his/her business or professional activity or (ii) a natural person concluding a contract directly related to his/her business activity, when the content of this contract shows that it does not have a professional nature for them, particularly given the object of their business activity as disclosed in a relevant business register.

7. Customer's Account is an individual panel created by the Seller for each Customer after the Customer has registered and concluded a service agreement for the maintenance of the Customer's Account.

8. Shopping cart is a functionality of the Online Store, where the Goods selected by the Customer for purchase are visible, enabling the Customer to enter and modify the data concerning the order, in particular: quantity of Goods, delivery address, method of delivery, form of payment, etc.

9. Entrepreneur is a natural person, a legal person or an organizational unit which is not a legal person, to which legal capacity is granted by law, conducting in its own name a business or professional activity and performing a legal transaction directly related to its business or professional activity. 10. Terms and Conditions are these terms and conditions. 11. Online Store is the place where the Seller conducts its e-commerce business, located at www.coffeedesk.com.

12. Stationary Store is any place for personal collection of Goods, included in the list available

at <https://www.coffeedesk.com/kontakt/> as may from time to time be updated.

13. Seller is ALL GOOD S.A. with its registered office in Kołobrzeg (78-100), ul. Mazowiecka 24I/U9, TAX ID: 6711812675, REGON: 321281341, entered in the Register of Entrepreneurs kept by the District Court in Koszalin, IX Commercial Division of the National Court Register under the number KRS 0000773117, with a share capital of PLN 267 000,00 (fully paid up).

14. Goods are products put up for sale by the Seller in the Online Store, which may be the subject of the Sales Contract.

15. Durable Medium is a material or tool that enables the Customer or Seller to store information in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

16. Sales Contract is a distance sales contract concluded, in accordance with the Terms and Conditions, between the Customer and the Seller.

3. REGISTRATION

1. In order to create a Customer's Account, the Customer should register. The Customer's Account maintenance service is free of charge and consists in providing the Customer with a dedicated panel, enabling the Customer to: (i) modify the data he/she provided during registration, (ii) track the status of orders and (iii) view the history of orders already completed.

2. Registration is not necessary to use the Online Store.

3. The Customer may register:

1. by, first, filling out the registration form made available by the Seller in the Online Store and, second, sending the completed registration form electronically to the Seller using an appropriate function in the registration form; during registration, the Customer creates an individual password (a sequence of letters, digital or other characters selected by the Customer to secure access to the Customer's Account) - the Customer's e-mail address serves as a login;

2. through FACEBOOK social network user account,

where redirecting from the Online Store to the FACEBOOK social network website takes place, and the Customer is asked to provide his/her user name and password to the user account (authorization); after authorization, the Customer is redirected to the Online Store, where the Customer's Account is created, with a link to the user account in the FACEBOOK social service - authorization data in this service are not registered and stored by the Seller.

4. During the registration process, the Customer has the opportunity to read and accept the Terms and Conditions.

5. As soon as the Seller confirms the registration made by the Customer, a free service agreement for the maintenance of the Customer's Account is concluded between them, and as a result the Customer may access the Customer's Account and use its functionality.

6. The Customer may submit to the Seller a request to delete his/her Customer's Account at any time -

the deletion of the Customer's Account will take place immediately, but not later than within 14 days of submission of the request.

4. ORDERS

1. The information displayed by the Seller in the Online Store does not constitute an offer to conclude a Sales Contract within the meaning of the Civil Code, but only an invitation to the Customer to make such an offer.

2. The Customer may place orders in the Online Store 7 days a week, 24 hours a day.

3. The Customer placing an order in the Online Store completes the order by selecting the Goods in which he/she is interested, or also the gift wrapping service, and adds it to the Shopping Cart using the corresponding button ("add to cart" or equivalent). After the Customer has completed the order and indicated in the Shopping Cart the type of delivery and the means of payment, he/she places the order by pressing an appropriate button indicating the obligation to pay ("I order with the obligation to pay" or equivalent) on the Seller-bound order form.

4. Before the Customer places an order the Seller provides him/her with the information – in particular – about the main characteristics of the Goods, data identifying the Seller, total price of the selected Goods and delivery (transport, delivery, postal services), as well as – in the case of the Consumer – the right of withdrawal from the Sales Contract.

5. An order placed with the Seller constitutes an offer - within the meaning of the Civil Code - to conclude a Sales Contract, placed by the Customer.

6. After the order has been placed, the Seller will send an acknowledgement of its receipt and details of the order to the e-mail address provided by the Customer. Then, upon such acknowledgement, the Seller will send information on the acceptance of the order to the e-mail address provided by the Customer. Information stating the acceptance of the order constitutes – legally speaking – the Seller's acceptance of the offer, which leads to the conclusion of the Sales Contract once received by the Customer.

7. For the avoidance of doubt, if the Customer has chosen the means of payment referred to in paragraph 5.2.5 of the Terms and Conditions (cash payment on delivery), the Sales Contract is concluded subject to resolute condition – failure to collect the Goods or to pay the price before the return of the Goods by the Supplier results in the termination of the Sales Contract.

8 After conclusion of the Sales Contract, the Seller will confirm to the Customer its terms and conditions by sending them on a Durable Medium to the Customer's e-mail or physical address.

5. PAYMENTS

1. Prices displayed next to the Goods in the Online Store are gross prices and do not include delivery costs and any other costs that the Customer will be obliged to pay in connection with the Sales Contract; the Customer will be informed about such other costs before placing an order.
2. The Customer may choose the following means of payment for the ordered Goods:
 1. bank transfer to the Seller's bank account - in this case, an order will be processed after the Seller has confirmed acceptance of the order to the Customer and after the funds have been credited to the Seller's bank account;
 2. bank transfer to the Seller's bank account with an option of personal collection in the Stationary Store - in this case, an order will be processed immediately after the Seller has confirmed acceptance of the order, and the Goods will be released in the Stationary Store, after the funds have been credited to the Seller's bank account;
 3. payment card or bank transfer via an external PAYU payment system - in this case, an order will be processed after the Seller has confirmed acceptance of the order to the Customer and on receipt of information from the PAYU system that payment has been effectively processed;
 4. by payment card or bank transfer via the external payment system PAYU, with the option of personal collection in the Stationary Store - in this case, an order will be processed after the Seller has confirmed acceptance of the order to the Customer and after the Seller has received information from the PayU system that payment has been made by the Customer, and Goods will be released in a Stationary Store;
 5. cash on delivery, payment to the Supplier at the delivery - in this case, an order will be processed after the Seller has confirmed acceptance of the order to the Customer.
6. The Customer should pay the amount resulting from the concluded Sales Contract within 5 Business Days (a period strictly defined, within the meaning and with effects specified in Article 492 of the Civil Code) if he/she has opted for a prepayment. If the Customer fails to pay within the period referred to in the preceding sentence, the Seller may withdraw from the Sales Contract without setting an additional date.

6. DELIVERY

1. The Seller carries out deliveries throughout the European Union and the United Kingdom.
2. The Seller displays information on the number of Business Days needed to complete the order in the Online Store.
3. The ordered Goods are delivered to the Customer via the Supplier to the address indicated in the order form. If INPOST is selected as the Supplier, the delivery address will be the parcel locker address selected by the Customer at the time the order is being placed.
4. Information confirming dispatch of a parcel by the Seller is sent to the Customer's e-mail address on the day the Goods are dispatched to the Customer (if the option of personal collection of the Goods has not been selected).
5. The Customer is obliged to examine the delivered parcel in such time and manner as are accepted for parcels of the same type. Where there is a defect or damage to the parcel, the Customer may demand that the Supplier draw up an appropriate report.

6. The Customer may collect the ordered Goods in person. Collection may take place in the Stationary Store on such days and at such hours as indicated in the Online Store, after prior notification by the Seller that the Goods are ready for collection.

7. The Seller will attach an invoice for the Goods covered by the Sales Contract and, if applicable, gift wrapping service to the parcel. In order to receive a VAT invoice, the Customer should declare that he/she is purchasing the Goods as an Entrepreneur. The above declaration is submitted by marking an appropriate field in the order form, before sending the order to the Seller.

8. If the Customer is not present at the address indicated by him/her as the delivery address while submitting the order, the Supplier will leave a notice or attempt to make contact by telephone to determine the date on which the Customer will be present.

9. If the Supplier has returned the ordered Goods to the Online Store, the Seller will contact the Customer by e-mail or telephone to re-fix the date and cost of the delivery with the Customer. The provision of the preceding sentence does not apply to the case referred to in point 4.7 of the Terms and Conditions.

7. COMPLAINTS

1. The Seller is liable to the Customer if the Goods have a physical or legal defect (statutory warranty).

2. If the Goods are defective, the Customer may:

1. effectively submit a statement on price reduction or - in the case of a significant defect - on withdrawal from the Sales Contract, unless the Seller immediately and without undue inconvenience to the Customer replaces the defective Goods with Goods free from defects or removes the defect. This limitation does not apply if the Goods have already been replaced or repaired by the Seller or if the Seller has failed to carry out its obligation to replace the Goods or remove the defects. The Consumer may – instead of the removal of the defect proposed by the Seller – demand the Goods be replaced with their defect-free counterparts, or – instead of the replacement of the Goods – request the removal of the defect, unless bringing the Goods into compliance with the contract in a manner chosen by the Consumer is impossible or would require excessive costs compared to the Seller's proposition. When assessing excessiveness of the costs, the value of the Good free from defects, the type and significance of the defect found, as well as the inconvenience to which the Customer would otherwise be exposed are taken into account;

2. demand that the defective Goods be replaced with defect-free Goods or that the defect be removed. The Seller will replace the defective Goods with the Goods free from defects or remove the defect within a reasonable time without excessive inconvenience to the Customer. The Seller may refuse to satisfy the Customer's request if bringing the defective Goods into compliance with the Sales Contract in a manner chosen by the Customer is impossible or would require excessive costs when compared to the alternative approach.

3. The Customer who exercises the rights under the statutory warranty is obliged to deliver the defective Goods to the address of the Seller's Office. In the case of the Consumer, the cost of delivery will be covered by the Seller.

4. The Seller will be liable under statutory warranty if a physical defect is found within two years after the Customer has taken delivery of the Goods. A claim for the removal of a

defect or replacement of the Goods with Goods free from defects expires after one year - in the case of the Consumer, this period may not end before the expiry of the period stipulated in the first sentence.

5. Within the periods stipulated in Clause 7.4 of the Terms and Conditions the Customer may withdraw from the Sales Contract

or make a statement on price reduction due to a defect in the Goods. If the Customer demands a replacement of the Good or removal of a defect, the period for withdrawal from the Sales Contract or submission of a statement on price reduction will commence as of the ineffective expiry of the period for replacement of the Goods or removal of a defect.

6. Any complaints may be directed by the Customer in writing to the address of the Seller's Office or electronically to the e-mail address: [hello@coffeedesk.com].

7. The Seller will respond to the request for replacement or removal of defects in the Goods or to the statement on price reduction made in a complaint within 14 days of submission of it by the Customer. The response will be provided by the Seller to the Customer on a Durable Medium.

8. The Customer may submit a complaint to the Seller concerning:

1. the use of free services provided electronically by the Seller – the complaint may be submitted electronically to the address: [hello@coffeedesk.com];

2. the performance of the gift packaging service contract – the complaint may be submitted, e.g. electronically to the address: [hello@coffeedesk.com] or in writing to the address of the Seller's Office.

In the complaint, the Customer must include a description of the issue. The Seller will immediately, but not later than within 14 days, address the complaint and provide the Customer with a response on a Durable Medium.

9. For the avoidance of doubt, a defect consisting in the loss of properties related to the passage of time cannot be complained about if the defect arose after the expiry of the shelf life of the Goods (after the date of minimum shelf life or expiry date).

10. Goods sold by the Seller may be covered by a commercial guarantee provided by a producer of the Goods or distributor. If so, information on the existence and provisions of such guarantee is always displayed in the Online Store.

8. RIGHT OF WITHDRAWAL

1. A Customer who is a Consumer may withdraw from the Sales Contract, without giving any reason, within 365 days from the date of its conclusion – without prejudice to the statutory right of withdrawal from the distance contract (including the contract for the provision of services), which may be exercised, without giving any reason, within 14 days from:

1. acquiring physical possession of the Goods by the Consumer or a third party indicated by the Consumer other than the Supplier;

2. acquiring physical possession of the last of the Goods, lots or pieces - in the case of a Sales Contract which covers multiple Goods that are delivered separately, in lots or pieces;

3. acquiring physical possession of the first of the Goods - in the case of the Sales Contract for regular delivery of the Goods during defined period of time;

4. the day of the conclusion of the Contract - for contracts other than the Sales Contract.

To meet the deadline, it is sufficient to send a statement of intent to withdraw before the deadline expires. The Seller will communicate to the Consumer an acknowledgement of receipt of an electronically sent withdrawal on a Durable Medium without delay.

2. The Consumer may exercise the right of withdrawal by submitting his/her decision to withdraw from the Sales Contract to the Seller. Such submission may be made, for example:

1. in writing to the address of the Stationary Store or electronically to the address: [hello@coffeedesk.com], e.g. via a form, a template of which is posted by the Seller in the Online Store in a tab entitled "Withdrawal Form";
2. via the form provided via e-mail when placing the order;
3. In the event of withdrawal from the Sales Contract, it is considered void.
4. If the Consumer submits a withdraw from the Sales Contract before the Seller has accepted their offer, the offer ceases to be binding.
5. The Seller is obliged to immediately, but not later than within 14 days from the date of receipt of the Consumer's statement of withdrawal from the Sales Contract, reimburse all payments received from the Consumer, including the cost of delivery of the Goods to the Consumer. The Seller may withhold the reimbursement of payments received from the Consumer until it has received the Goods back or the Consumer has supplied evidence of having sent back the Goods, whichever is the earliest.
6. If the Consumer exercising the right of withdrawal has expressly opted for a type of delivery of the Goods other than the least expensive type of standard delivery offered by the Seller, the Seller will not be required to reimburse the supplementary costs incurred by the Consumer.
7. The Consumer is obliged to return the Goods to the Seller immediately, but not later than within 14 days from the day of withdrawal from the Sales Contract. To comply with the deadline, it is sufficient to send the Goods back to the address of the Seller before the deadline. Returned Goods must be delivered or sent to the Seller's Office.
8. In the event of withdrawal, the Consumer bears only the direct costs of returning the Goods. A Consumer who has a Customer's Account, after logging in to that account, in the event of withdrawal from the Sales Contract, may use the option of free delivery of the Goods, via a courier company or INPOST, to the Seller's Office. In this case, the Seller will bear the above-mentioned direct costs of returning the Goods. The use of this option by the Consumer is voluntary. Detailed rules are available at: [<https://www.coffeedesk.com/supreme-service/frequently-asked-questions/>].
9. If, due to their nature, the Goods cannot be returned by post in the usual way, the Seller informs the Consumer about the cost of returning the Goods in the Online Store.
10. The Consumer will be liable for any diminished value of the Goods resulting from the handling of the Goods other than what is necessary to establish the nature, characteristics and functioning of the Goods.
11. The Seller will reimburse payments using the same means of payment as used by the Consumer, unless the Consumer has expressly agreed otherwise and provided that the Consumer does not incur any fees as a result of such reimbursement.
12. The Customer will not be entitled to withdraw from the Sales Contract in particular if the Goods are:
 1. liable to deteriorate or expire rapidly;
 2. supplied in sealed packaging and as such are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.

9. ADDITIONAL SERVICES

1. The Seller provides the Customers by electronic means with the following free services related to the Online Store:

1. Customer's Account;
2. Chat;
3. Notify-me-when-available;
4. Post-a-review.

2. The Chat service allows the Customer to talk to the Seller's consultant and leave an email address for return contact. It is possible to terminate the Chat service at any time by ceasing to use it.

3. The Notify-me-when-available service consists in sending a one-time notification by the Seller to the e-mail address provided by the Customer that the Goods sought by the Customer are already available in the Online Store. The service is ordered via the appropriate form placed in the Online Store.

4. Under the Post-a-review service the Seller enables Customers having a Customer's Account to publish individual and subjective opinions in the Online Store concerning, in particular, the Goods. It is possible to terminate the Post-my-review service at any time by ceasing to post reviews in the Online Store.

5. The contract for the provision of services by electronic means is concluded as of the moment the Customer begins to use the services and accepts the Terms and Conditions.

10. LIABILITY FOR ABUSE

1. The Seller may block access to the Customer's Account and free services:

1. when the Customer acts to the detriment of the Seller, i.e. advertises activities of another entrepreneur or goods; posts content not related to the Seller's activities; posts false or misleading content;
2. when the Customer acts to the detriment of other Customers;
3. when the Customer violates the law or the Terms and Conditions;
4. when blocking access to the Customer's Account and free services is justified by security reasons, in particular: breaking security by the Customer or other hacking activities.

Access to the Customer's Account and free services will be blocked for such period of time as necessary to remove the above-mentioned reasons. The Seller notifies the Customer that his/her access to the Customer's Account and free services has been blocked by electronic means to the address provided by the Customer in the registration form.

2. It is forbidden for Customers to post - in their enjoyment of free services - contents that could, in particular:

1. violate the personal rights of third parties, including by being offensive, degrading or violating good manners;
2. violate any third party rights, including copyrights or industrial property rights;

3. be contrary to the interest of the Seller, i.e. contents constituting advertising materials of another entrepreneur or goods; contents not related to the activities of the Seller; false or misleading contents;
4. otherwise violate the provisions of the Terms and Conditions, good manners or applicable law.

10.3 If the Customer or another person considers that the content published in the Online Store violates their rights, personal rights, decency, principles of fair competition, know-how, secrets protected by law, they may notify the Seller of a potential violation. The Seller reserves the right to remove contents posted by Customers in their enjoyment of the services referred to in Clause 9 of the Terms and Conditions, in particular any contents with respect to which it has obtained reliable information that they may constitute a violation of the Terms and Conditions or applicable law. The Seller will immediately notify the Customer of its intention to prevent access to the content. The Seller does not perform ongoing monitoring of the posted content.

11. TECHNICAL CONDITIONS FOR THE USE OF THE ONLINE STORE

1. All rights in the Online Store, including copyright in works of authorship, intellectual property rights to its name, rights to its Internet domain belong to the Seller.
2. The Seller makes every effort to make it possible for Internet users to use the Online Store
with all popular Internet browsers, operating systems, types of devices and types of Internet connections. The minimum technical requirements to use the Online Store are Internet Explorer 11 or Chrome 66 or FireFox 60 or Opera 53 or Safari 5 or later, with Javascript support enabled, accepting cookies and an Internet connection with a bandwidth of at least 256 kbit/s. The Online Store website is optimized for a minimum screen resolution of 1024x768 pixels.
3. The Seller uses "cookies". The use of "cookies" is for the purpose of correct operation of the Online Store on the Customers' end devices. This mechanism does not change the configuration of the Customers' end devices or the software installed on those devices. Each Customer can disable the "cookies" mechanism in the web browser of their end device. The Seller indicates that disabling "cookies" may, however, hamper or prevent the use of the Online Store.
4. In order to use the Online Store, and in particular to placing an order, it is necessary for the Customer to have an active email account.
5. It is prohibited for the Customer to provide illegal content and use the Online Store, Store Website or free services provided by the Seller in a manner contrary to the law, decency or violating personal rights of third parties.
6. The Seller cautions that the public nature of the Internet and the use of electronic services may involve the risk of obtaining and modifying Customer data by unauthorised persons; therefore, Customers should use appropriate technical measures, which will minimise the above-mentioned risks. In particular, anti-virus software and software protecting the identity of the Internet users should be applied.

12. FINAL PROVISIONS

1. The Seller is liable for non-performance or improper performance of the contract, including the Sales Contract. In the case of contracts concluded with Entrepreneurs, the Seller is liable only for wilfully inflicted damage and within the limits of direct losses.
2. The content of the Terms and Conditions may be perpetuated through printing, copying to the media or downloading at any time from the Online Store website.
3. The law applicable to any dispute arising on the basis of the Terms and Conditions is the Polish law.
4. The Seller informs Consumers about the possibility of using extrajudicial means of dealing with complaints and claims. The rules of access to these procedures are available at the registered offices or on the websites of entities authorized to settle disputes out of court. These may be in particular consumer advocates or Provincial Trade Inspectorates, the list of which is available on the website of the Office of Competition and Consumer Protection. The Seller informs that an online dispute resolution system for disputes between consumers and Sellers at Union level (ODR platform) is available at <http://ec.europa.eu/consumers/odr/>. The Seller does not use out-of-court dispute resolution referred to in the Act of 23 September 2016 on out-of-court resolution of consumer disputes.
5. The Seller reserves the right to amend the Terms and Conditions. All orders accepted by the Seller before the date of entry into force of the new Terms and Conditions are carried out on the basis of the Terms and Conditions that were in force on the day the order was placed by the Customer. The new Terms and Conditions are published on the website of the Online Store. As regards continuous services, such as the Customer's Account maintenance, the Terms and Conditions may be amended in the event of:

1. changes in generally applicable provisions of law or their interpretation applied by authorized bodies, affecting the Terms and Conditions and resulting in the need to adapt them to such a change in provisions or their interpretation;
 2. issuing a ruling, decision or other similar act by a court or an authorized public authority, affecting the Terms and Conditions and resulting in the need to amend it in order to adapt it to such a ruling, decision or other similar act;
 3. extension or change of the functionality of the Online Store;
 4. preventing violations of the Terms and Conditions or counteracting abuse;
 5. removing ambiguities or interpretation doubts regarding the Terms and Conditions;
 6. technological changes in the processes in the Online Store, in particular in the process of setting up the Customer's Account or purchasing;
- 12.6.7 changes in the names, addresses or other company data indicated in the Terms and Conditions -
- the Customer will be informed about the change immediately to an email address known to the Seller; if the Customer does not terminate the Contract for the provision of continuous services within 14 days, he/she will be bound by the relevant provisions of the new Terms and Conditions.
6. Contracts with the Seller are concluded in Polish.
 7. The Terms and Conditions come into force on the day of: 28.04.2022.