

TERMS AND CONDITIONS OF B2B INNTOO

Please read these Terms and Conditions. If you do not agree to any of their provisions, please refrain from placing orders with us. Placing an order means that you agree to all of the provisions specified below.

1. The b2b.inntoo.pl online shop (the "Shop") is run by Inntoo spółka z o.o. sp. k. with its registered office in Kraków, ul. Polonijna 23/U1, 30-668 Kraków, entered in the National Court Register (KRS) by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of KRS, KRS number: 0000645288, tax identification number NIP: 6762516024, National Official Business Register REGON no. 365782830 (the "Seller", "we", the "enterprise").
2. The terms and conditions (the "Terms and Conditions") apply to the entities not being consumers as per the Civil Code, including but not limited to entrepreneurs (the "Client", "you"). Consumers cannot order goods in our Shop.
3. The Terms and Conditions are an integral part of each and every sale contract concluded via the Shop. Our contact details

Contact with us

1. Our address: ul. Polonijna 23/U1, 30-668 Kraków.
2. Our e-mail address: office@inntoo.pl
3. Our bank account: 32 1750 0012 0000 0000 3868 4582 – EUR account

§1 Account registration and login in the Shop

1. Registering an accounting in our Shop is free.
2. Holding an account is required for doing shopping in our Shop and for browsing our product assortment.
3. To register an Account in the Shop, you have to correctly fill in the registration form and accept the Terms and Conditions. You have to provide such details as the name and surname or business name, details of the contact person, e-mail address, account password, correspondence address (delivery address), contact telephone number and tax identification number NIP. These data have to be true, complete and current at all times.
4. You can delete your account from our Shop at any time without giving your reasons. You just have to notify us of it in any form.
5. You can log in the account by providing the login and password, which you set in the registration form. You are obliged not to disclose those data to unauthorised persons. We are not responsible for any consequences of unauthorised access to your account.

§2 Assortment of goods

1. The information about our goods assortment provided in our Shop is not an offer as per the provisions of the Civil Code, but an invitation to make offers.
2. We reserve the right to change the content of the assortment displayed in the Shop and to cancel items at our discretion.
3. The photos of the goods in the Shop depict their abstract appearance, which aims to allow forming an idea about their parameters and appearance. We inform that there might be differences between the photo and the actual appearance of the given goods, which will not affect their functioning in any significant manner. Such a difference is not a physical defect as per the Civil Code and does not indicate that the given goods do not comply with the contract.
4. To avoid any misunderstandings, before placing an order you can demand a current photo of the specific goods you are interested in as well as additional information about them.

§3 Orders

1. To browse the goods assortment in the Shop and place orders, you have to register and log in.
2. You can place orders in the Shop in the electronic form only.
3. Orders can be placed only by an entity with full capacity to perform acts in law, notably it must be of legal age or have a valid legal basis for representing an entity which would like to place an order.
4. An order is placed by selecting the goods ("Add to cart"), determining the quantity of the goods and the delivery method, providing address details, accepting the Terms and Conditions and confirming the order (the "Place order" button).
5. An order will be placed upon pressing the "Place order" button. Until then you can freely modify your order.
6. Placing an order is an offer as per the provisions of the Civil Code, it results in a conclusion of a contract with us on the terms and conditions of the order and the Terms and Conditions and creates the obligation of payment.
7. The condition for effective order placement is correct completion of the order form. We are not liable for consequences of providing incorrect data in the order or during the registration of an account in the Shop.
8. After we receive an order, we verify whether it has been placed correctly. We will notify you of any irregularities.
9. If you make a mistake in the content of the order, we promise we will make proper changes easy. However, in each and every case we reserve the right to demand the performance of the contract according to the originally placed order.
10. In the event of justified doubts as to an order you have placed with us, we will try to contact you to resolve them. If we cannot contact you within two days from our first contact attempt, we will suspend the execution of your order. After another two days of no contact, we can cancel the order.
11. If we do not have the goods ordered by you in stock, we will notify you promptly. In such a case, you can: a. cancel your order and demand return of the paid amounts; however, we can also cancel the order in such a situation – without your consent, b. accept our offer of substitute goods with similar parameters, c. agree to postpone the delivery date by the time needed for procurement of the missing goods.
12. If we cannot contact you within three days after we inform you about the goods not being available, we will assume that you have cancelled the transaction and we will return your payment.
13. After you place an order, you will receive an e-mail confirming the conclusion of a contract along with the order details and information required by the generally applicable provisions of law.

§4 Payment for goods, delivery costs, accounting

1. Before you place your order, you will be informed about the total costs of the order.
2. In each and every order, the payment for goods has to be made in advance, in full, by a bank transfer to the account of the Seller, on the basis of a pro-forma invoice received from us beforehand.
3. The prices of goods include VAT and are expressed in Polish zloty (PLN).
4. The prices of goods do not include the delivery costs. The costs of delivery of goods are incurred by the Client in full unless it has been specified otherwise.
5. You make a binding choice of one delivery method in the order form out of the available methods.
6. In the case of personal collection, you do not incur any delivery costs.
7. You should pay for the goods and the delivery within 7 days after you place an order. If you exceed this time limit, we can cancel the execution of your order.
8. The lead time of your order begins to run from the day when our bank account is credited with the correct amount.
9. We issue VAT invoices and other tax documents under the effective provisions of law.
10. If we are required to return your payment, we will do so to the same bank account from which you made that payment.

§5 Delivery of goods

1. We provide goods in the Republic of Poland and abroad.
2. The dispatch date is provided in the description of the goods. These are most frequently two business days covering a period from us receiving the payment to handing the shipment over to the carrier.
3. The above does not apply to the goods produced or procured at a special request of our Client as well as the goods we do not have in stock at the time of order placement. In such a case, we will arrange the delivery date with you individually.
4. When goods with different delivery dates are ordered, the delivery date will be the latest delivery date.
5. We undertake to secure the shipped goods and to dispatch it on time.
6. In the case of a delay in the shipment of the goods, you will be notified of it promptly. We are liable for delays in dispatch of goods on the basis of guilt.
7. Upon us dispatching the goods to the carrier, you are transferred with all benefits and burdens regarding the goods as well as the risk of accidental loss or damage. This means that we are by no means liable for any damage, theft or loss of your shipment during transport or for any other actions of the carrier or third parties.
8. The goods are delivered by an insured shipment.
9. Each and every person acting on your behalf, including but not limited to the person employed by you on any legal basis, is regarded as authorised to collect/receive the goods on your behalf and to perform the other related activities.
10. If we will receive your shipment back because you do not receive it, we can terminate the contract with immediate effect even if it was not your fault. In such a case, you will be also obliged to reimburse our costs resulting from non-receipt of the goods.

§6 Shipment damaged by courier service

1. We kindly inform that you are obliged to inspect its outer appearance for any damage or deficiencies at the time of shipment delivery and you are obliged to inspect its interior for any damage and deficiencies that could not be seen upon receipt within 7 days from the receipt.
2. If an explicit external damage or deficiency is found, we suggest that you do not accept it. In such a case, you are obliged to demand that the courier prepare a complaint report (the courier is obliged to have a print of such a report on them) containing the description of the damage. You have the right to report objections to the content of the report and to receive a free copy of the prepared report. The goods complained against must be returned to the Courier. Such a return is free of charge. Please notify us if such a situation occurs.
3. If damage that could not be detected on receipt is found after the receipt, you are obliged to notify us of this fact within 7 days from the receipt of the shipment.
4. We kindly inform that under the effective Transport Law, the violation of the above obligations leads to the expiry of claims for damage or deficiency of the shipment towards the courier company, for which we are not liable.

§7 Withdrawal from contract

1. The withdrawal from of a contract concluded with us on terms analogous to those under the so-called consumer right of withdrawal (without providing a reason) is excluded. The withdrawal is possible only in the cases specified in the Terms and Conditions or in the generally applicable law if it can be performed by an entity without a consumer status.

§8 Complaints – implied warranty

1. Any implied warranty of the goods sold in our Shop is fully excluded.
2. The above provision does not prejudice the rights under a warranty given by the goods producer or by us. In such a case, the entity which has given the warranty will be liable for the defects of the goods.
3. Rights under a warranty are exercised under the terms of the warranty.
4. To handle a complaint under a warranty, the goods complained against have to be sent back to us along with the necessary contact details and information on the goods.

§9 Personal data protection

1. Any information about your personal data being processed by us can be found in our Privacy Policy available [here](#)

§10 Newsletter

1. The seller provides all interested entities with the service of Newsletter, which consists in sending information on the current activities of the Seller or commercial information concerning its activities via electronic mail, to the e-mail address specified by the Client.
2. The service of Newsletter is provided free of charge, for an indefinite term, until the Client or the Seller terminates the contract. Termination does not require any justification and is performed with immediate effect.
3. The prerequisite for ordering the service of Newsletter is to provide the electronic mail address to which the Newsletter is to be sent, to give a consent to such a service and to receiving commercial information by electronic means and to accept the Terms and Conditions regarding the service of Newsletter – by pressing the “Sign up” button.
4. Subscription to the newsletter will be confirmed by an e-mail sent to the Client by us
5. Using the service of Newsletter demands meeting the technical requirements that are the same as those to be met to use the Shop.
6. We kindly inform that using the service of Newsletter may entail the standard risk related to the use of the Internet. It is recommended to take appropriate action to limit the risk, such as using antivirus software with an up-to-date virus database, firewall software and legal e-mail software.
7. The user can withdraw from the service of Newsletter at any time and without any costs by clicking the link placed in the footnote of every Newsletter.
8. Using the service of Newsletter, the Client is obliged to refrain from providing unlawful content.
9. Complaints against the service of Newsletter can be lodged as complaints in the Shop.
10. Provisions on protection of the personal data processed during the provision of the service of Newsletter can be found in our [Privacy Policy](#).

§11 Final provisions

1. Time limits expressed in days refer to business days unless specified otherwise.
2. Any declarations of intent and knowledge exchange between you and us can be submitted by electronic mail, using the e-mail address specified by you during the registration and our e-mail address specified in the Terms and Conditions.
3. All e-mails exchanged between the above addresses will be subject to assumption of authenticity, i.e. they will be regarded as written by an authorised person each and every time, regardless of the actual author of the given e-mail, and legal effects resulting from those will be borne by the owner of the given e-mail address.

4. Any disputes arising between the Seller and the Client will be referred to the court of proper venue serving the address of the registered office of the Seller and will be resolved under the Polish law.
5. Data of our suppliers are covered by our trade secrets.
6. Via our Shop, you can use free electronic services, i.e. having an account allows you to make us commercial offers and to contact us, which services are available seven days a week.
7. A contract of provision of the service of holding an account in our Shop is concluded for a definite term and will cease to exist upon termination or non-use for six months. Either party can terminate the contract without justification, with immediate effect.
8. It is prohibited to transmit unlawful content through the Shop.
9. The following is required to use the Shop, including browsing the assortment of the Shop and placing orders for goods: a. an end device with Internet access and a web browser, b. an active e-mail account, c. enabled cookies and Javascript.
10. We reserve the right to amend the Terms and Conditions as a result of change in the policy of our company or changes in the generally applicable law. You will be notified of any amendment in due advance. Amendments to the Terms and Conditions will take effect ex nunc.
11. We reserve the right to suspend the operation of the Shop on technical grounds (failure, maintenance breaks, updates, power cuts), also without notifications, but only for the absolutely necessary time. We are not liable for any damage caused by any of the abovementioned events. Maintenance breaks do not breach the contracts concluded with us.
12. The Terms and Conditions enter into force on 01/06/2020.