

TERMS OF SALES AT COFFEEDESK BUSINESS

These terms explain the rules for processing orders placed on the Coffeedesk Business website, which is aimed exclusively at non-consumer transactions. Therefore, when we write here about you, we mean you as a buyer who purchases here directly in connection with your business or professional activity, regardless of the legal form of your business (companies included). We assume that you can effectively make purchases on behalf of the organisation you represent.

For consumer purchases, please visit coffeedesk.com and our cafes and showrooms.

Do you have any questions? Contact us at: orders@coffeedesk.com and at +48 690 80 50 20.

Who am I buying from and under what conditions?

1. We are Coffeedesk and for ease of reference, we continue to write about ourselves in the first person. We conduct our business in the form of a joint-stock company operating under the name of All Good SA, with its registered office and address in Kołobrzeg, 241/U9 Mazowiecka Street, 78-100 Kołobrzeg, NIP: 526-02-50-995. Our share capital is PLN 285,515.80 (fully covered), and our registration file is kept by the District Court in Koszalin under the KRS number: 0000773117.
2. These terms and conditions are an integral part of the contract we conclude when you place orders on the Coffeedesk Business website. Here you will find, first of all, the rules of sales on the Coffeedesk Business website and the fulfilment of the orders you place. In addition to this, the specific terms and conditions of business and the regulations of promotional actions individually agreed with us may apply to your order.
3. We do care about your experience with us, which is why we also provide a limited **Coffeedesk Business Warranty** on orders placed directly with us, including those placed via our Coffeedesk Business service. You can find its rules in a separate document that is part of our agreement.

How can you use the Coffeedesk Business website?

4. You need a Coffeedesk Business account to view product information and prices, make purchases. An account also allows you to track the status and view previous orders and use other features of the website. Registration and account maintenance is free of charge.
5. We direct the Coffeedesk Business service exclusively to entrepreneurs making non-consumer purchases or so-called bulk purchases. We reserve the right to verify your status as an entrepreneur. Contracts concluded through the service by consumers or entrepreneurs on the rights of consumers are ineffective.
6. Information about the products we post on Coffeedesk Business, including their prices and information about their availability, is not our binding offer or commitment, but an invitation to conclude a contract. The final terms and conditions are determined by the order and order confirmation.
7. The availability and prices of products on the Coffeedesk Business website are subject to change at any time, without prior notice. Please also note that product images presented on Coffeedesk Business are illustrative, and the actual appearance of products may differ slightly from their actual appearance. While we make every effort to ensure the accuracy of the content we post on Coffeedesk Business, we also reserve the right to make mistakes and errors in the content on product cards or visible prices or product availability.
8. We consent to your use of content (including descriptions and graphics) available on Coffeedesk Business, including through our API. You may do so only for the purpose of your resale of products purchased from us. Additional licence terms may apply to all or part of this content, and unless we expressly agree otherwise, you may not modify or further distribute content from the Coffeedesk

Business website unrelated to your resale of products purchased from us, including removing or adding other logos or marks to this content and using it in violation of unfair competition laws.

9. In addition to maintaining your account and processing your orders, through Coffeedesk Business we may also provide you with the functionality to post or provide feedback - about products, services or your shopping experience at Coffeedesk. We may also periodically conduct customer satisfaction surveys, whereby you can share your assessment of your shopping experience and service.
10. You may not use the functionality of the Coffeedesk Business website in a manner contrary to its purpose, including by uploading or making available through it content that is unlawful, offensive, vulgar, infringes on the personal rights of our third party collaborators, personal or property copyrights or industrial property rights. It is also forbidden to use the website and its content in such a way that, on its own or in combination with other actions, it constitutes an act of unfair competition, an unfair market practice or a practice that infringes the collective interests of consumers. If we determine that you have committed one of such violations or other violations of the Terms of Service, we may suspend your ability to place orders, refuse to process your order or delete your account on the site, at our discretion.

How do I create a Coffeedesk Business account?

11. You are welcome to create an account on the website by using the "Registration" or "Create account" button. Creating an account requires you to enter your details (company, address, telephone number, e-mail address, VAT number) and the person creating the account on your behalf (e.g. name, surname, employee). We shall not be liable for the consequences of incorrect data or failure to update data, nor for the consequences of security breaches on your part (e.g. failure to protect your password).
12. The person who registers the account represents and warrants to us that they can enter into legally binding contracts with us on behalf of the represented organisation, place orders and run commercial negotiations.
13. Creating an account on the Coffeedesk Business website requires acceptance of these terms. You may not transfer your rights under your Coffeedesk Business account.
14. We will send you an activation link to the e-mail address you provided in the form, after which your account is activated and you will be able to log in. We may contact you by phone after you establish an account in order to verify the data provided at registration and obtain additional information.
15. The login credentials for your account are the email address you used during registration and the password you selected. After logging in, you will be asked to fill in details about your firm.
16. We can also set up a Coffeedesk Business account for you on your behalf when you order products from us using means of remote communication such as e-mail or telephone. In this case, we will send you login information to the e-mail address you use to contact us. By placing an order in this way or logging in to Coffeedesk Business, you accept these terms of sales.

How do I place an order with Coffeedesk Business?

17. You can place orders through our Coffeedesk Business service after logging in, beginning with adding the products to your shopping cart. If you already have an account with Coffeedesk Business, you can also place orders by email, phone or in writing. These Coffeedesk Business terms apply regardless of how you place such an order with us.
18. Information about products available at Coffeedesk Business websites, including their prices and information about their availability are not a binding offer. Available products and their prices and specifications may change at any time. We do not need to notify you of this, although in practice we do so at times. Please note that product images displayed on Coffeedesk Business are for illustrative purposes only and the actual appearance of products may differ slightly from their actual appearance. Whilst we do our best to ensure the accuracy of the content we post on Coffeedesk Business, we also reserve the right to make mistakes and errors in the content on product cards or visible prices or product availability.

19. Once you have selected your products, select the order button in the shopping cart, which will take you to a form where you confirm or complete your invoice details, delivery method and payment for your order. You can provide us with additional information in the order comment, but it is not part of the contract. After completing the data, confirm the placement of the order with the obligation to pay with the appropriate button.
20. We conclude a sales contract with you at the time we confirm acceptance of your order.
21. Unless we agree otherwise, we reserve the right to hold your order until we have received full or partial prepayment and to cancel it if such prepayment is not made within a 7-day period. We may withhold processing of your order if you or an entity related to you (whether personally or corporately) is in arrears with any payment to Coffeedesk until such arrears are cleared or repayment terms are agreed.
22. In special cases, which we describe below, we may cancel your order by withdrawing from the sales contract, but no later than within 7 business days of accepting your order. We will inform you by e-mail, stating one of the possible reasons:
 - 1) Error in the price of the product, especially when the price of the product is less than 1 zloty or deviates from market prices, and you do not take advantage of promotional conditions entitling you to such a discount.
 - 2) Error in the quantity of available products.
 - 3) Withdrawal of a product from sale or from the market by the manufacturer, trade inspection, sanitary inspection or any other authorized government authority.
23. We may also cancel your order and withdraw from the sales contract within 7 days after we become aware that your business is subject to a sanction list, embargo or other trade restriction, or that you are evading your due obligations (e.g., if you declare bankruptcy, suspend your business or liquidate your entity).
24. We are not liable for damages, including lost profits, that may be associated with the cancellation of your order and our withdrawal from the sales contract in the cases described above.
25. We reserve the right to introduce and amend logistical minimums, i.e. the minimum value of orders placed with Coffeedesk Business, which will be a condition for acceptance by us.

What are the payment rules when ordering with Coffeedesk Business?

26. You are required to pay the gross price of the orders made. If you do not take advantage of free delivery for orders of a certain value, that may change periodically, you must also pay the cost of the selected delivery method of your order. We reserve ownership of the products you buy from Coffeedesk Business until your order is fully settled, unless we expressly agree otherwise.
27. You may pay for your purchases at Coffeedesk Business by traditional bank transfer, cash on delivery upon receipt of your order (if explicitly available for your delivery when submitting your order) or payment via PayU portal or other payment methods, if any are available for your order. The payment methods we offer may vary depending on the delivery location and the quantity, type and value of your order. You may use other methods of payment and settlement of your orders than those provided for on the Coffeedesk Business site only if we expressly set this up with a separate agreement.
28. We reserve rights related to our pricing and discount policy - respecting the terms of orders already placed and accepted for processing prior to any changes. We may make changes at any time to the prices, availability, and product information we present on Coffeedesk Business. We also have the right to conduct, modify or cancel promotional campaigns, give individual discounts and offer bonus sales (so-called 'freebies'). We may also grant discounts and preferential business terms to our various customers, taking into account the type and value of orders placed or agreed upon or the specifics of their business.
29. When you register an account with Coffeedesk Business or when you make a purchase with us, you agree that we will issue a VAT invoice electronically. You will find the invoice in the corresponding panel of your Coffeedesk Business account.

What are the rules of delivery at Coffeedesk Business?

30. Available delivery methods may vary depending on the delivery location and the quantity, type and value of your order. You will select the delivery method when placing the order.
31. Shipping costs depend on the delivery method selected and are subject to change. The current shipping costs are available on the order form, if possible or - for international deliveries beyond Poland - will be e-mailed to you for your confirmation. We may cancel your order if you do not confirm those shipping costs within 7 business days.
32. Delivery of orders placed on the Coffeedesk Business website is carried out by third-party suppliers. We have no control over all stages of delivery, which is why the stated delivery times shown are an estimates. We reserve the right to change the delivery date of your order if there are obstacles or events of so-called "force majeure" beyond our or the supplier's control that prevent delivery by the estimated date.
33. Collection and unloading of the order at the address you specify (or from the parcel machine of your choice) is on your side. Unless we expressly agree otherwise, the courier is not obliged to unload and bring to your warehouse, for example, goods on pallets.
34. Once the order is delivered to you, you must immediately check for any damage in transit, including whether the delivered package (or packages) contains no dents or other damage or cuts and is dry. If you notice any problems, take a photo of the package, open it with the supplier and write a report. If you use parcel machine delivery - report the damage immediately after removing your package from the parcel machine or by any other method provided by the supplier.
35. Regardless of noticing external damage, check whether the contents of the parcel are consistent with your order (type of product, quantity, quality). If you notice any defects or discrepancies with your order, inform us by e-mail, giving a description of the defect or discrepancy, justification and attaching photos or video.
36. You must provide us with the information and any material about perceived damage to the shipment in transit or mistakes in the type or quantity of products immediately under e-mail, no later than the next business day after receipt of the order. Otherwise you will lose your ability to invoke these circumstances.
37. We will consider your application as soon as possible, within 14 days after we obtain the complete information needed to investigate the case. If we need more time to do so - we will inform you.
38. If we consider your request to be legitimate then we will deliver compatible products at our expense or refund you the price if the product is unavailable or we are otherwise unable to make an exchange. After or during the processing of your request, we may ask you to send us back the reported products, and if you do so at your expense and your request is found to be legitimate, we will reimburse you for the adequate cost of its transportation.

What do you need to know when reselling products purchased from Coffeedesk Business?

39. When you buy from Coffeedesk Business you are committing to the onward sale of these products in accordance with our agreement and all applicable laws and regulations that apply to you and the products offered.
40. When you resell the products you order from us to other businesses or consumers, we may expect you to provide us with information about the projected volume of orders to enable us to plan for adequate inventory. We may also ask you to provide me with aggregate information about your customers' and contractors' satisfaction with products you have purchased from us problems with products delivered or order fulfillment.
41. For the avoidance of doubt, nothing in these terms and conditions authorizes you to act on our behalf or for us and does not cause you to become our agent, representative or partner in any venture. You may not make any representations, warranties or undertakings on our behalf without our express, prior and documented consent.
42. Purchasing from Coffeedesk Business does not guarantee exclusive distribution and does not grant you the right to tell customers or contractors that you are an authorized distributor of the products you purchase from us. Such activities always require our express, prior and documented consent -

ours or (through us) the manufacturer's. We may also by separate arrangements establish additional terms of cooperation, for example, when conducting promotional and advertising activities.

43. Some of the products we offer may be subject to special rules of resale or so-called selective distribution - within the limits of the applicable legislation, which you will learn about in the content of the offer or separate communication regarding a specific brand(s) or group of products. These rules may stipulate in accordance, in particular, the rules of positioning or display of products or after-sales service in accordance with the manufacturer's quality requirements, and will be subject to periodic changes.

What are the technical aspects of accessing and using Coffeedesk Business?

44. Use of the Coffeedesk Business website requires you to use a working electronic equipment with access to the Internet and a version of the Internet browser no older than 6 months - such as Google Chrome, Microsoft Edge, Safari, Mozilla Firefox, Opera. Proper operation of the site may require the installation of cookies on your device.
45. We may change the appearance and operation and update the Coffeedesk Business website or improve its functionality at any time. Such changes do not require changes to the terms and conditions and do not affect the effectiveness of orders placed through the service.
46. We strive to ensure uninterrupted availability of the Coffeedesk Business service, but we stipulate that there may be interruptions in the operation of the Coffeedesk Business service due to maintenance work, software updates, troubleshooting, or unavailability of utilities - Internet or electricity. We are not responsible for any consequences of technical malfunction or unavailability of the Coffeedesk Business service.
47. If you have comments or complaints about the technical aspects of the operation of the service, you can submit them to our e-mail or in writing to the address of our headquarters. In your complaint, describe the problem attach materials confirming its occurrence (screenshot, photo, video, link). We will respond substantively to your complaint within 30 days of receipt, or we will inform you within this period about the expected time of our response.
48. If you wish to delete your account on Coffeedesk Business write a message with such a request to our e-mail. We will delete your account within 30 days of receiving this request. We may also terminate your account agreement with the Service upon 30 days' notice to you.

How do we protect business and personal information?

49. Remember that our Coffeedesk Business service is not an open online store, but a platform where we do not just present you with product information, but - above all - confidential business terms or our discount policy. Such and other information available to you on the site after logging in constitute company secrets (confidential information), which are subject to protection.
50. Particularly protected is information regarding individual or group discounts we may give you, individually agreed terms of contracts with us, or other individually negotiated provisions. You will therefore violate your duty of confidentiality, for example, if you inform others of the fact that you have received a discount from us, the reasons for receiving it, the amount of the discount, or other individually agreed business terms with us.
51. For the above reasons, we expect you to exercise professional diligence in ensuring the confidentiality of the information available on Coffeedesk Business for the entire period you have an account on Coffeedesk Business and five years after you delete it. We also reserve the right to compensation in the amount of €1,000 for each breach of your obligations in this regard, with the possibility for us to claim additional compensation in excess of this compensation.
52. We outline the rules for processing personal data in our Privacy Policy. In the event of a suspected personal data breach, please contact our Data Protection Officer immediately by email at: iod@coffeedesk.pl. Please also contact us if you need to enter into a contract for entrustment of personal data processing.

What else do you need to know about legal issues?

53. For the execution of orders and matters related to the Coffeedesk Business service, we apply Polish law. We exclude the application of the UN Convention on the International Sale of Goods.
54. When ordering through the Coffeedesk Business service, we exclude the use of any contractual templates (general terms and conditions) other than those originating from us.
55. When we contact you, we will use the last address (including e-mail address) you provide to us on the Coffeedesk Business service or your registered address. We will consider content and statements sent to you at these addresses as effectively delivered on the date we send you an e-mail or on which the first attempt was made to deliver to you in writing.
56. Our liability in connection with your account and orders processed by Coffeedesk Business is limited to actual damages only and only up to the gross price paid by you for the product to which the damage relates. Our liability for lost profits or indirect damages is excluded.
57. We shall not be liable to you or your customers (downstream purchasers of products) for damages or harm caused by a product you purchase from Coffeedesk Business. In the event of damage caused by a dangerous product to persons to whom you sell this product or make it available in any way, you will direct claims for damages or recourse to the manufacturer or guarantor of product quality.
58. In the event of technical or organisational changes on the part of Coffeedesk, we may transfer rights or obligations to an affiliate by notifying you.
59. If any provision of these terms and conditions (or the documents that make up our entire agreement) is found to be invalid or unenforceable, the remainder of our agreement will remain in effect, and we will interpret and replace the disputed provision with another provision with a similar purpose.
60. We will resolve any disputes related to the execution of orders at Coffeedesk Business and these terms and conditions first amicably, through good faith negotiations. Only if these discussions do not lead to a resolution of the dispute within 14 days of its submission, such dispute will be resolved before the court of competent jurisdiction according to our registered office, unless we expressly agree otherwise.

What are the rules for changing these terms?

61. We reserve the right to change these terms and conditions at any time by notifying you via email or in your Coffeedesk Business account at least 7 days in advance. It is not a change to the terms and conditions to change our registration or contact information.
62. We will make changes to the terms and conditions if there is a change in legislation affecting the content of the terms and conditions, including, in particular, if there are organisational or technical changes on the part of Coffeedesk and in the Coffeedesk Business channel (including changes in the scope of services offered or functionality), and for security or privacy reasons.
63. The changes will take effect as of the date indicated in the communication about the planned change of these terms, and if you do not object to the new content of the rules or make a purchase after the effective date of the changes to the rules, we will consider that you accept these changes.
64. The provisions of the amended (new) terms will apply to orders placed after the effective date. We will publish all changes to these terms on the website where the previous versions were, including their archived content.

These Terms are effective as of August 1, 2024.

COFFEEDESK COMMERCIAL WARRANTY CONDITIONS AND COMPLAINT HANDLING POLICY

This document is a supplement to the Coffeedesk Business Terms and Conditions of Sale and sets out the specific terms and conditions of the Coffeedesk Business Guarantee and the rules for handling complaints made by our business customers. It applies to all orders placed by you on the Coffeedesk Business website, operated by us, i.e. All Good SA, with its registered office in Kołobrzeg, ul. Mazowiecka 24I/U9, 78-100 Kołobrzeg, entered in the Register of Entrepreneurs of the National Court Register by the District Court in Koszalin, IX Economic Division of the National Court Register under no. 0000773117, NIP: 526-02-50-995, with fully paid-up share capital of PLN 285,515.80.

What is the Coffeedesk commercial warranty and what products does it cover?

1. The Coffeedesk Business Guarantee is our sole commitment to the quality of the products we sell using b2b.coffeedesk.coffeedesk.pl or b2b.coffeedesk.com ("**Coffeedesk Business**") designed to handle wholesale sales or when you contact our sales representatives.
2. The products we sell are of full quality, free from physical and legal defects, unless we indicate otherwise in the offer or the product card of the product you order. The Coffeedesk commercial warranty is the basis for requesting the repair of defective products or their replacement with new ones under the terms of this document. At the same time, this Coffeedesk commercial warranty replaces our liability under the warranty for product defects, which is excluded.
3. This document does not apply to damage to the product in transit, which we resolve in accordance with the Terms of Sale of Coffeedesk Business.
4. The terms of the Coffeedesk commercial warranty described in this document apply only if you do not have a warranty claim against an entity other than Coffeedesk, most often the manufacturer, which provides its quality guarantee. Such a warranty requires the provision of a so-called warranty statement, which is most often derived from the contents of the instructions, product description, labelling on the packaging or other information provided by the manufacturer (other entity).

What are the terms of the Coffeedesk Business Warranty?

5. We provide the Coffeedesk Business Warranty for a period of twelve (12) months from the date of delivery to you of the product you order from us. We only apply these terms and conditions to products that you order directly from us in the Coffeedesk Business channel and that are brand new and of first-quality. Other products may be covered by our commercial guarantee, but only under individually, explicitly agreed conditions.
6. Within the scope of this Coffeedesk Business Warranty, you may only request that the product be repaired or that the product be replaced with a new product that is free of defects. The way in which your request is resolved is up to us - however, we will not be bound by this choice. We exclude the possibility of requesting a refund of the price paid or a price reduction. However, if we determine that it is not possible to repair or replace the product, we may choose to refund the price paid in full or in part, which is the difference between the price you paid for the product and its value reduced due to the complaint defect.
7. If you wish to make use of the Coffeedesk Business Warranty, you must report problems with your purchased products to us immediately. If you do not make a complaint within 7 days of the date on which you could have noticed such a problem, you will lose your right to make use of our commercial guarantee. We will refuse to rectify a product defect or replace it if you make a complaint after this period has expired and in any case if 13 months have passed since the product was issued to you.

8. You may exercise the Coffeedesk Business Warranty when the total or partial loss of the properties that the product had or was supposed to have according to its description or intended use, occurred due to circumstances other than:

- 1) wear and tear of the product or its parts (in particular, seals, o-rings, components) or their damage due to improper use,
- 2) damage to the product due to external causes, in particular those related to improper storage or operation (e.g., flooding or burning, contamination, corrosion, scale deposits, surges, burning, atmospheric phenomena, damage during installation and assembly, damage through the use of improper consumables or fluids other than those intended for the product, power surge) or due to the use of non-original accessories,
- 3) your design changes to the product or configuring the product in a different way than the manufacturer's recommendations.

The Coffeedesk Business Warranty is also void if you have broken or tampered with the seals placed on the product, fail to provide us with proof of purchase of the product, or refuse to deliver the product to the address (in Poland) that we indicate as the address of our Coffeedesk Business warehouse.

What is the complaint procedure?

9. The complaint procedure looks like this:

- 1) Submit your application - you can do this through your Customer Account on our website. If you do not have this option, just send us an e-mail at: support@coffeedesk.com or reklamacje@coffeedesk.pl. You cannot send the product back to us without making a claim according to the claim procedure first.
 - 2) The application must include at least:
 - a) Details of the product to which the claim relates,
 - b) The number of the invoice or order under which you bought the product from us, as well as your details (buyer's details) if you are not submitting the complaint through your customer account,
 - c) A detailed description of the problem with photo or video documentation that will indicate what is wrong with the product,
 - d) Information about when exactly you noticed the reported problem with the product,
 - e) Information on what solution you expect us to provide, e.g. repair, replacement.
 - 3) You will receive feedback from us with the number assigned to your application. Important! If your application does not contain these necessary elements, we reserve the right to leave it unanswered and not process the complaint. We may also ask you to provide us with more information or to send the advertised product to us - to the address we specify - at your expense, but we may exempt you from this obligation, depending on the content of the complaint and our assessment.
 - 4) We will make a final decision on your claim within 30 days of receiving your claim or product (or informing you that you do not need to send it to us), whichever is later. If we need more information, we will extend the time to process your complaint by the time we ask you to complete your claim or the time it takes to order and deliver the parts to us to repair the product, if we decide to handle the matter in this way .
 - 5) Once your application has been reviewed, you will get information from us about how it was resolved. If we accept your complaint and the product has not been delivered to us, you will get information from us on where to send the advertised product or we will inform you that the complaint has been resolved in your favour without the need to send the product back to us.
10. For the avoidance of doubt, the repair or replacement of a product does not extend the duration of the Coffeedesk Business Warranty.
11. We split the cost of sending the product between us, you bear the cost of sending the product to us, and we bear the cost of sending the product back to you after processing your application.
12. When you send the product to us, you must protect it properly so that it is not damaged in transit. When you send the product back to us as part of the complaint procedure, it must be cleaned and

ready for servicing. If it is not, we reserve the right to send it back to you at your expense or to charge you additional costs for preparing the equipment for servicing.

What rules apply if you resell the products you bought at Coffeedesk?

13. The rights under this Coffeedesk Business Warranty do not pass on to subsequent buyers when you buy something from Coffeedesk and then resell it. In other words, if the product turns out to be defective, the new owner cannot demand repair or replacement from us - the claims procedure and handling of claims is on your side.
14. For the avoidance of doubt, when you resell products purchased from us, you, as the person who resold the product, are responsible to the subsequent buyer for their defects (you incur warranty liability to the subsequent buyer). If you incur costs as a result of exercising your warranty rights for physical defects of an item against a subsequent buyer who is a consumer, then in such a situation you will be able to claim reimbursement from us for the costs incurred in this connection (so-called compensation for the damage suffered), provided that it is due to our act or omission that the product did not have the proper properties or was issued by us in an incomplete condition.

What else do I need to know?

15. These Coffeedesk Commercial Warranty terms are also an integral part of your contract with Coffeedesk when you purchase from Coffeedesk Business or when we refer to them in any other sales process.
16. As we wrote above, the warranty we provide does not affect the buyer's rights, which arise from the so-called mandatory legal provisions, which are not subject to contractual modification.
17. The terms and of this Coffeedesk Business Warranty are subject to change at any time, such as in the event of a change in the distribution and logistics of products or a change in the market situation. However, this does not affect your rights under our commercial warranty, which we provided on the day we entered into a product sales contract with you. We will publish all changes to these terms and on the website where the previous versions were, including archived versions.

These Coffeedesk commercial warranty terms are effective from August 1, 2024.