

# TERMS OF SERVICE

## B2B.COFFEEDESK.COM TERMS OF SERVICE

The below stated Terms of Service set the conditions for using B2B.Coffeedesk.com, owned by All Good S.A., located in Kolobrzeg, Mazowiecka 24I/U9, with registered VAT EU PL6711812675 and TIN number 32128134100000.

Please read these Terms of Service thoroughly. By registering to B2B.Coffeedesk.com you hereby automatically confirm your acceptance of all the Terms and Conditions mentioned in this document.

## DEFINITIONS AND INTERPRETATIONS

Account – an online service containing all the personal/company data provided by the Customer together with Payment Information and credentials as well as documents related to his purchasing activity; created at Customers request after successful registration

Carrier – a third party responsible for transporting purchased Goods from our Warehouse directly to Customers

Cart – an online service; an integral part of the purchasing process where the Customer determines and approves the subject and conditions of their Order

Customer – a party with full legal capacity that holds a registered Account, places orders and has thereby agreed to the aforementioned Terms of Service;

Goods – any product or service offered by All Good S.A. on the B2B.Coffeedesk.com Platform that is subject to Purchasing Agreement

Order – a declaration of will made by a Customer that leads directly to evidenced Purchasing Agreement, indicating its terms; Orders are placed only by using the Cart or in special circumstances an email confirmation; Orders can be placed online 24 hours a day, 7 days a week, throughout the year, with a notion that order processing takes place between 8am to 4pm on Working Days; Orders can be made only for products currently available on the Platform

Payment Information – any details required for the purchase of Goods through the B2B.Coffeedesk.com Platform. This includes, but is not limited to, credit/debit card numbers, bank account numbers, sort codes and personal information provided by the Customer

Platform – an online service which you are currently using (B2B.Coffeedesk.com) dedicated to wholesale purchasers and any sub-domains of this site unless expressly excluded by their own terms and conditions

Privacy Policy – a separate document concerning the protection of privacy and Customers personal data processing regulations; Privacy Policy is an integral part of these Terms of Service and is at all times available on the Platform

Purchasing Agreement – an agreement made by the Customer and All Good S.A. at the moment of confirming the Order by Customer through an online ordering Platform (B2B.Coffeedesk.com); a binding contract Terms of which are specifically stated in these Terms of Service document

Registration – an online service; a procedure that constitutes creating an Account by a Customer, necessary for placing an Order through B2B.Coffeedesk.com and using the Platform altogether

Service – a collective term for all the online facilities, tools and information that All Good S.A. makes available through the B2B.Coffeedesk.com platform

System – any online communications infrastructure that All Good S.A. makes available through the Platform either now or in the future. That includes, but is not limited to, web-based email notifications, messaging tools, live chat facilities etc. ; internally an integrated CRM used by first party acting in the course of the Employer, All Good S.A.

Warehouse – a storing facility from which all Orders are sent, located in Kolobrzeg, Zachodnia 4, Warehouse hall C, 78-100, Poland

Working days – means Monday to Friday with the exception of National Holidays

## § 1. GENERAL PROVISIONS

1. These Terms of Service constitute the Terms upon which you may use the Platform; especially the Terms of placing and modifying Orders, creating Accounts, effecting payments, exercising delivery, filing complaints and all other rights and responsibilities binding both Customer and All Good S.A.

2. Each person that wishes to use the Platform must thoroughly read these Terms of Service.

3. The Platform is dedicated to wholesale Customers, who are or work in the name of a registered business venture.

4. B2B.Coffeedesk.com is a Business-to-Business dedicated sales module that provides each Customer with free-of-charge services available around the clock throughout the year. Those services include but are not limited to: ordering forms, registration and login forms, Account, Cart, search bar, Favourite Products, Individual Price List, Dedicated Discounts, Previous Orders, Payment and Shipping Information.

5. In order to use the Platform the Customer must comply with the listed minimum requirements:

- Customer must use an Internet connected device with installed either of the browsers: Mozilla FireFox 20.0 or newer, Apple Safari 4.0 or newer, Google Chrome 23.0 or newer, all with active Java Script and Cookies
- Customer must own an active e-mail account on a domain of his choosing
- The recommended minimum screen resolution is 1024x768 pixels.

6. The Customer is obliged to acknowledge that it is forbidden to use obscene or vulgar language, deliver contents that are unlawful or otherwise objectionable, or using the Platform in a way that is disturbing to either the site itself or to its Customers.

7. All Agreements are concluded in accordance with Polish and European Laws, primarily in English.

8. All changes in these Terms shall be announced to Customers

## § 2. ACCOUNTS

1. In order to fully access or purchase Goods on this Platform you are required to create an Account which will contain certain Company details and Payment information which may vary based upon your use of the website as we will not require Payment Information until finalizing the purchase.

2. In order to create the Account you must be a wholesale Customer owning or working for a registered business venture with assigned VAT or VAT EU number. Retail orders are not possible through B2B.Coffeedesk.com

3. All provided information must be accurate and truthful; information must be up to date

4. It is recommended that you do not share your account details such as your login and password. Should you have a reason to believe that your Account details have been obtained by a third party, you should contact All Good S.A. immediately. All Good S.A. accepts no liability for any losses or damages incurred as a result of your Account details being shared by you.

5. All the information visible in your account is restricted trade information and will be treated as such. They include but are not limited to: wholesale prices, wholesale offers, individual discounts, and individual shipping prices.

6. By registering and creating an Account you agree to the aforementioned Terms.

7. The account is created after completing registration and positively undergoing verification by All Good S.A.

## § 2. REGISTRATION

1. Customer must finalize registration process in order to obtain full access to the Platform.

2. Customer must accurately and truthfully fill all required fields of the interactive form available at B2B.Coffeedesk.com; once the registration is complete, Customer will receive a confirmation email with an activation link.

3. Activating the Account is equal to agreeing to the Terms of Service described here; it is a bilaterally binding agreement between Customer and All Good S.A. relating to all the Services provided by All Good S.A. with no specific time limitation

4. Customer might terminate the agreement at any given moment, by plainly stating this to the Service provider. The termination takes effect immediately after informing All Good S.A.

5. Account information is internally verified by All Good S.A. within 24 hours and an individual sales assistant is assigned.

6. Customers with verified VAT EU number will see their individual prices without tax, whereas all the remaining Customers will see the prices with tax included.

### § 3. PLACING ORDERS

1. No part of the Platform is intended to constitute a contractual offer capable of acceptance, as stated in the Act from April 23rd 1964, Civil Code

2. Orders can only be placed by a registered Customer with active Account.

3. Customer makes an order by virtually adding Goods to Cart. The contents of Cart can be arbitrarily modified.

4. Once the Cart contents are confirmed, the Customer must provide shipping and invoicing addresses, as well as choose a shipping and payment method. Final confirmation ensues once the Customer activates the "Confirm your order" button and equals forwarding the order for further processing and receiving a confirmation email.

5. Should there any errors or mistakes be noticed in provided shipping/invoicing data after the order has been confirmed, the Customer may correct them by contacting the B2B.Coffeedesk.pl; contact details are at all times available on the Platform; potential mistakes must be corrected prior to shipping and All Good S.A. takes no responsibility in wrongfully submitted information

6. The Order is binding for both Customer and All Good S.A. the moment it has been confirmed and both email communication and online service confirmations are issued.

7. All Good S.A. is obliged to provide Customer with an agreement ratification, which shall be presented as a final invoice.

8. Order processing commences:

- for orders with PayU payments – once the payment is registered and confirmed by PayU
- for orders with PayPal payments – once the payment is registered and confirmed by PayPal
- for orders with international wire transfer – once the payment is registered on the account
- for orders with due date payments invoice – immediately after placing

9. Customer can resign and cancel Order prior to shipping by contacting All Good S.A. and clearly stating his decision; contact details are at all times available on the Platform

10. Should the Order be impossible to partially or completely carry out due to unpredicted factors, All Good S.A. is obliged to inform the Customer and refund all the adequate payments.

### § 4. PRICING AND PAYMENT

1. Prices are individually assigned to each Customer based on their wholesale offer; For Customers with verified VAT EU prices are shown in EURO without tax, whereas for clients without VAT EU prices include a 23% VAT; prices do not contain potential shipping and duty costs
2. Total value of the Order is in strict reference to the contents of the Cart and is presented to Customer upon confirming Order.
3. Customer can choose one of the available payment options:
  - International online wire transfer
  - PayPal
  - PayU - Immediate external electronic payment system; PayU SA, located in Poznan (60-166), 182 Grunwaldzka street, registered in the national entrepreneurs registry by the District Court in Poznan – Nowe Miasto and Wilda, VII Commercial Division, with assigned KRS number 0000274399 and VAT number 7792308495.
4. Customer is obliged to commence the payment no later than 3 working days from the date of order confirmation.
5. All Good S.A. will issue an adequate invoice for each order. The document will be equal to a warranty agreement as well.
6. All pricing information on the Platform is correct at the time of going online. All Good S.A. reserves the right to change prices and alter or remove any special offers from time to time and as necessary; All Good S.A. is obliged to inform Customers about any planned pricing changes with a reasonable notice
7. All orders must be pre-paid, with exception to individual agreements where delayed payment is possible.

## § 5. DELIVERY

1. Orders are carried out within European Union. For countries outside of the UE please see clause 8.
2. Deliveries are executed by an external Carriers:
  - DPD – for package orders
  - Raben – for larger pallet orders
3. Shipping costs are covered by the client according to the price chart available at all times on B2B.Coffeedesk.com Platform unless free shipping applies; delivery costs are added to the total value of Ordered Goods
4. Free shipping applies for all orders that are 500 EUR\* without tax or more; individual shipping agreements may apply  
\*Only for the continental European Union
5. Goods are shipped to the address provided by a Customer. Should there be any address-related issues with delivery, All Good S.A. will contact the Customer immediately

6. Delivery time varies depending on the Country of delivery; exact time can be found in the chart available at all times on B2B.Coffeedesk.pl Platform;

7. If before delivering a package the Carrier states that it was either damaged or incomplete, they are obliged to determine a cause, creating an adequate protocol stating the circumstances of damaging. The same rule applies should Customer claim that the package is damaged upon arrival.

8. If Goods are being ordered from outside of European Union, import duties and taxes may be incurred onto your Goods; all possible additional costs will be estimated after placing an Order, presented to the Customer and should they be accepted – added to the total value of the order; all outside of EU orders are subject to individual shipping price and delivery time.

## § 6. CLAIMS

1. All Good S.A. is at all times obliged to deliver Goods that are fault free and undamaged. Should the Goods in any way be considered faulty or damaged, Customer is entitled to file a claim and demand either of the below:

- Lowering a price in accordance to the fault and providing Customer with a relevant correction invoice and refund
- Exchange for a fault-free, undamaged product
- Monetary refund complete with a relevant correction invoice

2. Pledge is restricted for retail Customers only. The parties (Wholesale Customer and All Good S.A.) agree that warranty does not apply to their agreements.

3. All claims should be reported to our B2B.Coffeedesk.pl team either by email or a form attached to claimed items; all claimed items should be delivered to Coffeedesk Service address: Trzebiatowska 51B ,78-100 Kolobrzeg, Poland.

4. Reported and delivered claims will be addressed within 14 days. The Customer will be informed immediately should a decision be made regarding their claim either by phone or email.

5. Claims can also be issued in regards to all online services provided by All Good S.A.; all claims should be directed to hello@coffeedesk.com.

## § 7. WARRANTY

1. Selected Goods can be under warranty guaranteed by either the manufacturer or the distributor

2. All the Goods subject to clause 1 shall be marked as such at the product's site.

## § 8. INTELLECTUAL PROPERTY

1. All content included on the Platform including, but not limited to, text, graphics, logos, icons, images, data compilations, layout, underlying code and software is the property of All Good S.A., our affiliate or relevant third parties.

## § 9. CONTACT INFORMATION AND MEANS OF COMMUNICATION

1. Customer can contact the service provider via:

- Email: [orders@coffeedesk.com](mailto:orders@coffeedesk.com) or [hello@coffeedesk.com](mailto:hello@coffeedesk.com)

- Phone: +48 690 80 50 20

- By letter: Coffeedesk, Sienkiewicza 12, Building STARLET, 78-100 Kolobrzeg Poland

These Terms of Service take effect with January 25, 2017.