

Terms and Conditions

of the Toroz.pl online shop effective from 1.06.2020

Art. 1 Introductory remarks

Online shop of the company is available under the following URL: www.toroz.pl

Art. 2 Definitions

If the following terms are used in those Terms and Conditions, they should be understood as follows:

1. **TOROZ** – xRunners L.L.C.
2. **Shop** –TOROZ online shop available at www.Toroz.pl.
3. **Terms and Conditions** – the applicable Terms and Conditions of the Shop, including appendixes.
4. **Client** – natural person, legal person, or an organizational unit without the capacity to act in law specified in the order and/or a purchase-specific document. A Consumer shall also be considered a Client.
5. **Consumer** – natural person concluding an agreement with TOROZ (Product purchase) that is not connected with its commercial or professional undertakings.
6. **Agreement** – sales agreement concluded between the Client and TOROZ.
7. **Order** – order placed by the Client via the order form available on the website of the Shop or via a representative of the Customer Servicing Center (by phone).
8. **Product** – service or a material item, manufactured or produced by TOROZ or by any other entity, including an original packaging and all the elements included in the set with it (such as user's manual, installation equipment, gifts), being a part of the offer of the Shop.
9. **Proof of purchase** – receipt, invoice, deed of sale.
10. **Customer Servicing Center** – TOROZ's organizational unit dealing with Customer requests, handling orders, as well as managing complaints.
11. **Consumer rights act** – act of 30th May 2014 on consumer rights (The Journal of Laws of 2014 pos. 827 with amendments).
12. **GDPR** – regulation of the European Parliament and Council (UE) 2016/679 of 27th April 2016 on the protection of natural persons in relation to personal data processing, free circulation of such information, and the repeal of the 95/46/WE directive.

Art. 3 General remarks

1. Those Terms and Conditions define the rules for making purchases in the Shop by the Customer.
2. Customer is obliged to read the content of those Terms and Conditions. The Customer will be bound by the Terms and Conditions from the date of placing an order for the Products.
3. Sales agreement is concluded between the Customer and TOROZ. The storage, saving, and disclosure of essential provisions of the concluded agreements can be done digitally or in print.
4. Sales agreement is concluded in accordance with the provisions of the Polish law.
5. Appointed court for solving any disputes arising from the sales agreement is:

- 1) court having the jurisdiction over the place where the agreement has been concluded – in the case of Clients being Consumers as understood by the Civil Code.
- 2) court having the jurisdiction over the TOROZ seat – in the case of Clients making purchases in relation to the performed business undertakings, as understood by art. 2 of the act of 2nd July 2004 on the freedom of commercial undertakings (The Journal of Laws of 2010 no. 220, pos. 1447 with amendments).

Art. 4 Prices and payments

1. All prices are provided in Polish zlotys, include VAT tax, as well as other public and legal fees (including, but not limited to customs fee and excise tax). The price provided next to a given item shall be binding at the moment of placing an order by the Client.
2. Payment forms available in the Shop shall be:
 - 1) bank transfer to the account of the Shop specified in the notification on order acceptance and in the issued invoice. The title of the transfer shall include order's number,
 - 2) cash on delivery, paid to a courier delivering ordered items.
 - 3) payment made via the PayU system
3. Payment shall be made within 14 days from the moment of issuing the invoice for the order.
4. TOROZ shall reserve the right to change the provided prices, introduce new Products to the offer, remove some of them, organize and terminate promotional undertakings, as well as to amend them – in compliance with the rights granted to the Client.
5. While placing an order, the Client may choose to utilize a promotional code received from TOROZ.
6. In the case of making an excessive payment, the Client shall be informed about the said fact by means of a notification sent to the address provided while registering the account. The Client may decide to use the excess to purchase some other goods in the Shop or to request the prior specified sum of money to be returned. To request such return, the Client shall be required to send a properly filled in form to the following e-mail address: sklep@toroz.pl

Art. 5 Realization of orders placed

1. Realization of an accepted order shall start immediately after the payment for the ordered goods being registered on the bank account specified by TOROZ or after receiving a cash-on-delivery shipment request.
2. Order status can be checked in the „Your orders” tab that is available on the Client’s account registered in the Shop.
3. Ordered products shall be delivered to the Client via a courier company to the address specified in the order form.
4. Proof of purchase shall be issued after the order being paid for by the Client and when all the products ordered by the Client have been gathered and are ready for shipment.
5. Client shall have the right to cancel the order till the moment of undertaking the payment. After making the payment, the Client shall be required to send an order termination request to cancel a given order.

Download the termination request for agreements concluded in a remote manner.

Art. 6 Order delivery and shipping costs

1. Retail shipments shall be realized worldwide. Shipping costs shall be specified in the description of each and every Product, as well as in the virtual cart.
2. Shipping costs shall be dependent on the number of ordered Products and be specified in the order summary.
3. Costs connected with order realization shall be specified in the deed of purchase.
4. Client shall check the condition of the parcel while collecting it from a courier and notify him or her about any and all identified faults, flaws, and damages. The Client shall inform the courier about identified problems no later than within 7 days from the moment of collecting the parcel from him or her.
5. Client shall be charged double shipping costs (for delivery and return) if the ordered parcel has not been collected due to the change of Client’s contact address without the Administration being prior informed about said fact.

Art. 7 Order realization time

1. Order shipment timeframe shall include order realization time plus shipment.
2. Basic order realization time shall be equal to 7 working days, starting from the moment of booking the payment made by the Client on TOROZ’s bank account or from the moment of selecting the cash-on-delivery shipment method. The Client shall be informed about the change of the expected order shipment timeframe or about the failure to realize the order while placing the order, via mail or by phone.
3. Ordered Products shall be delivered by a courier company to the address specified by the Client. Goods shall be shipped within 1 to 14 days from the moment of entrusting them to said courier company.

4. Shop shall not be held responsible for the failure of the courier company to deliver the ordered Products or for delays in shipping caused by the provision of an improper and/or inaccurate shipping address.

Art. 8 Termination of the agreement concluded in a remote manner

1. Client shall have the right to terminate an agreement in the following cases:

1) in the case of a Client that is a Consumer - without giving reasons within 14 calendar days from the date of delivery of the goods, by means of submitting a written declaration of termination. The Consumer shall be held responsible for reducing the value of ordered items as a result of using them in a way being beyond what is necessary to establish the nature, characteristics and functioning of said items. The party that withdraws from the mutual agreement shall be obliged to return everything that has been received to the other party. The Client shall be obliged to properly secure the goods against possible damage during shipment.

In the said case, the Client shall be obliged to return the ordered goods to the following address:

xRunners L.L.C. Kartuska 234D Street, 80-122 Gdansk

2. Client shall cover the costs of goods return in compliance with the applicable price-list of the selected courier company (<https://www.dpd.com.pl/Cennik>) or shall return the goods personally.

3. Return of the payment undertaken for the purchased products and costs covered by the Client shall be made immediately via bank transfer to the bank account specified by the Client or via a postal order to the address specified by the Client no later than within 14 days from the moment of receiving the returned goods. The Client shall be obliged to inform TOROZ about he preferred form of return of the undertaken payment together with the specification of details of his or her bank account/his or her address. Such notification shall be sent to: xRunners L.L.C. Bolesława Chrobrego 79C Street 80-414 Gdansk with the following title: „RETURN TO TOROZ”, or via e-mail to: sklep@toroz.pl

4. TOROZ shall have the right to terminate the agreement due to Client's negligence if:

1) the Client has provided improper data while registering his or her account;

2) the Client has failed to undertake the payment for the order within 14 days from the moment of order placement

5. Consumer shall not have the right to terminate a remotely concluded agreement:

1) for service provision, if the entrepreneur has performed the ordered service in full after prior receiving a direct consent from the Consumer who has been informed prior to service provision that after its execution, such Consumer shall not be able to terminate the agreement,

2) subject of which are items that, after being delivered, have to be irreversibly connected to other items,

3) in the case of which the Consumer has directly requested the entrepreneur to visit him or her in order to perform an urgent repair or maintenance-specific service; if the entrepreneur has additionally provided additional services than those requested by the Consumer or has provided items or spare parts required to perform repair or maintenance, the Consumer shall have the right to terminate the agreement with regard to the aforementioned additional services or items provided.

Art. 9 Complaint handling

1. All complaints can be sent via e-mail to the following address: sklep@toroz.pl

2. Complaints shall be registered in a system designed with complaint handling in mind under an individual number.

3. Requirement for considering a complaint is for the Client to provide all the required pieces of information. Each and every complaint shall include:

1) name of the company or name, surname, and address of the Client,

2) subject of the complaint,

3) documented right to pursue claims up to a specific amount, in the form of, for example, invoice, receipt, or order realization deed,

4) claim in the form of an official document, especially if the complaint is connected with the request to return the sum paid,

5) copy of the complaint protocol in the case of complaints related to defects or damages identified on products ordered by the Client and caused during their transportation by the courier company,

6) signature or stamp and signature of the Client, if the complaint is sent in a printed form.

4. In the case of the lack of information specified in point 5 above, the Customer Servicing Center shall inform the Client about the necessity of providing them by phone, in writing, or via e-mail.

5. Customer shall be obliged to fill in the missing pieces of information or to supply the missing documents within 14 days from the moment of being informed by the Customer Servicing Center about the necessity to supply the required pieces of information.

6. Complaint handling shall be withheld for the period of 14 days, till the Client provides all the vital pieces of information.

7. Complaint shall be handled within 14 days from the moment of their acceptance by the Customer Servicing Center or within 14 calendar days from the moment of all the requested missing pieces of information being supplied.

8. Client shall be informed about the result of the complaint handling procedure by phone, in writing, or via e-mail.

9. Consumer may take advantage of extrajudicial methods of handling complaints and pursuing claims. If the Consumer wants to take advantage of methods of amicable dispute solving pertaining to online purchases, a complaint can be made via the EU ODR website available at: <http://ec.europa.eu/consumers/odr/>.

Art. 10 Personal data protection

Your personal data shall be processed in compliance with the GDPR and on terms specified in our Privacy Policy.

Art. 11 Changes introduced to those Terms and Conditions

1. TOROZ shall reserve the right to change the content of those Terms and Conditions.
2. Orders placed before the change of those Term and Conditions shall be realized basing on the provisions of Terms and Conditions applicable at the moment of order placement.

Art. 12 Closing remarks

1. To all cases not regulated by the provisions of those Terms and Conditions, proper provisions of the Polish law, especially the provisions of the Civil Code and the Act on Consumer Rights shall apply.
2. Products presented in the Shop shall not be treated as a commercial offer as understood by the Civil Code. They shall be merely an invitation to place an order.