

Terms and Conditions of the Packeta Store online shop

General information

1. Who provides this website?

The website you are using was created and is managed by us – Packhelp S.A. We are responsible for its operation and functionality.

2. Who are you entering into an agreement with?

By using this website, you enter into an agreement with us – Packhelp. You are referred to as “You”, the “User” or the “Visitor”. We are referred to as the “Seller”, “Packhelp”, “we” or “our”.

3. What does using this website mean?

By using our website:

- you confirm that you have read these Terms and Conditions,
- you accept our Privacy Policy (available at: <https://packetastore.com/cz-en/privacy-policy>)
- you agree to comply with the rules described below.

4. You do not accept the Terms and Conditions?

If you do not agree with the Terms and Conditions, you may not use our website or the services we offer.

5. Do you have questions or problems?

If something is unclear, or you have questions about products, services or how the website works, contact us via the contact form available here: <https://packetastore.com/cz-en/contact-us>

6. Behave responsibly

- do not publish unlawful content (e.g. vulgar, racist, pornographic or threatening content),
- do not disrupt the operation of the website,
- do not use it in a manner contrary to good practice and the principles of social coexistence.

7. What if you are a Consumer?

If you are a Consumer, you are bound by the provisions of the Terms and Conditions, except for those found in the section marked “If you are a Business” or those relating directly to Businesses.

8. What if you are not a Consumer?

If you are not a Consumer, you are bound by the provisions of the Terms and Conditions addressed to Businesses, which you will find in the section marked “If you are a Business” or which relate directly to Businesses, as well as by the general provisions of the Terms and Conditions that are not addressed directly to Consumers.

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I. Definitions

1. **Price** - the amount you pay for a product when placing an order. It includes discounts and promotions but does not include delivery costs.
2. **Business Days** – the days of the week from Monday to Friday (excluding public holidays under Polish law).
3. **Written Form** – documents written on paper and e-mail messages that contain the first name and surname or name of the sender and the recipient, unless the Terms and Conditions state otherwise.
4. **Consumer** – a natural person who buys products or uses services for private purposes, i.e. not directly connected with their business or professional activity.

For example, a Consumer is:

- a natural person who does not run a business and buys packaging from Packhelp.
- a natural person who runs a business but orders boxes for wrapping gifts for their family, if the type of business they run shows that this purchase is not directly connected with their company.

For example, a Consumer is not:

- a natural person who runs a business selling goods online, because they order cardboard boxes for shipping goods from their online shop.

If you are not a Consumer, you are bound by the provisions of the Terms and Conditions addressed to Businesses, which you will find in the section marked “If you are a Business” or which relate directly to Businesses, as well as by the general provisions of the Terms and Conditions that are not addressed directly to Consumers.

5. **Account** - the User's individual space (an Electronic Service) available via the Website. After registering and logging in you can: place orders, check your data and view your order history. You log in using a previously set login and password.
6. **Production Tools** - all the elements needed to make a product, such as dies, cutting dies, graphic files and other tools used in the production process. They are necessary to prepare the ordered packaging or other materials.
7. **Newsletter** - free e-mail messages (an electronic service) that we send if you consent to it. They contain information about new products, promotions and our services. You can subscribe or unsubscribe at any time.
8. **Visitor** - a person who browses the website and is not logged in to their Account.

9. **Customer Advisor** - a person from Packhelp who helps you to complete an order if it cannot be placed automatically via the website. You will receive the contact details of your Advisor. If you place another order, your Advisor may be the person who previously contacted you about it.
10. **Partner** - Packeta s.r.o., with which we cooperate in running the website. The Partner does not sell Goods directly and does not enter into agreements with you – Packhelp does. The Partner's full details are: Packeta s.r.o., with its registered office in Prague, Českomoravská 2408/1a, Libeň, 190 00 Prague 9, Czech Republic, entered in the Commercial Register maintained by the Municipal Court in Prague (Městský soud v Praze) under file number C 314499, VAT ID (DIČ): CZ08190593, Company ID (IČO): 08190593.
11. **Privacy Policy** – the document governing the rules for processing Users' personal data. The Privacy Policy is available at <https://packetastore.com/cz-en/privacy-policy>
12. **Business** – a legal person, an organisational unit without legal personality to which the law grants legal capacity, and a natural person conducting business activity who is not a Consumer.
13. **Terms and Conditions** – these Terms and Conditions, which constitute a standard form contract.
14. **Force Majeure** - an unforeseen event beyond anyone's control, the effects of which cannot be prevented. Examples: natural disasters (e.g. flood, earthquake), as well as riots, general strikes, armed hostilities and actions of state authorities (import and export bans, border and port blockades, expropriations). In such situations the company may have difficulty fulfilling orders and is not liable for this.
15. **Print Expert Check** – a service in which our specialist checks your graphic design before printing. It includes: checking images, fonts and the layout of the design, and corrections if something needs fixing. The service applies to designs created in our creator on the Website.
16. **Seller, Packhelp** - Packhelp S.A., with its registered office in Warsaw, ul. Kolejowa 5/7, entered in the register of entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register, under KRS number 0000831872, tax identification number (NIP) 123-130-81-29, entered in the Polish database on products and packaging and on packaging waste management under no. 000503529 (BDO no.), holding German registration number LUCID 4000299184498 and French registration number UIN FR248287_01DMIU, telephone number: +48 12 211 31 38. Packhelp runs the website, enters into agreements with you and is responsible for fulfilling orders.
17. **Template** – a ready-made graphic design that you can use when ordering packaging. It contains shapes, fonts and other graphic elements. You can apply it to a product in the editor on the Website.
18. **Premium Template** – an individual graphic design whose appearance and price are agreed directly between you and Packhelp by e-mail.
19. **Goods** – the products you can buy on the Packhelp Website. Details of the available products can be found in the relevant tabs on the Website.
20. **Sales Agreement** – the agreement between you and Packhelp concerning the purchase of Goods in accordance with the Terms and Conditions. You conclude it when you place an Order on the Website and Packhelp confirms it – via the website, by e-mail or in writing.
21. **Services** – everything we offer apart from products – for example: maintaining an Account, checking a graphic design, sending the Newsletter. Details can be found in the relevant tabs on the Website (Electronic Services).
22. **User** – a person who has an Account on the Website, places orders and uses Packhelp's services. This may be a Consumer or a business.
23. **Website** – the website available at <https://packetastore.com/> which is also referred to in the Terms and Conditions as the “site”.
24. **Pattern** – a repeating graphic motif (e.g. shapes, lines, symbols) that you can add to your packaging in the editor on the Website.
25. **Premium Pattern** – an individual graphic design whose appearance and price are agreed directly between you and Packhelp by e-mail.
26. **Order** – the User's declaration of intent which leads directly to the conclusion of a Sales Agreement and contains its essential terms. Orders can be placed:
 - electronically – via the sales system available on the Website,
 - by e-mail,
 - in writing.

Orders can be placed 24 hours a day, 7 days a week, all year round.

Note: Orders are processed only on Business Days, from 9:00 to 18:00. The User may only order Goods or Services marked as available on the Website.

II. Technical requirements

To use our Website correctly and safely, you need:

1. A device with Internet access
This can be a computer, tablet or smartphone – it must be able to display a website.
2. An up-to-date web browser
Ideally, use the latest version of one of the following browsers:
 - Microsoft Edge
 - Google Chrome
 - Mozilla Firefox
 - Apple Safari
3. Cookies enabled
Cookies must be active to the extent required by our Privacy Policy.
4. Browser add-ons installed
You need add-ons that support:
 - Java
 - JavaScript
 - Adobe Flash (if required)
5. Blocking software disabled
Programs that block the above technologies (e.g. ad blockers) may prevent the Website from working properly – it is worth disabling them while using the Website.
6. An active e-mail address
You need a working e-mail Account – this is where we send, for example, the Account activation link and order confirmations.

III. General provisions

1. **Access to the Terms and Conditions**
Before you decide to make a purchase or use our services, you can read these Terms and Conditions free of charge. If you wish, you can download, save or print them – in a format that is convenient for you.
2. **What do these Terms and Conditions apply to?**
These Terms and Conditions apply only to the services and products we offer directly as the Seller. We take full responsibility for them.
Using our Website via an Account is a service provided electronically – in accordance with the Act on the Provision of Electronic Services.
3. **Changes in writing only**
If you want to agree on something different from these Terms and Conditions, it must be confirmed in writing by us and by you.
4. **What can our employees say?**
Our employees may not make any promises or assurances regarding products – unless we confirm them in writing.
5. **This is not an offer within the meaning of the law**
The information on the Website does not constitute a commercial offer within the meaning of the Civil Code. This means that merely browsing the Website does not mean that an agreement has been concluded.
6. **Rules for using the website**
You may not use our website in a manner contrary to the law, good practice or the principles of social coexistence.
It is prohibited to publish content that is:

- illegal,
- vulgar,
- discriminatory,
- racist,
- pornographic,
- contains threats, violence or hate speech.

IV. Account and other electronically supplied services

1. What do we offer?

You can use our free online services (services provided electronically), such as:

- the product creator,
- forms (e.g. contact and registration forms),
- the purchase path enabling you to place an Order
- the newsletter,
- your individual Account.

2. How to opt out?

You can stop using these services at any time – without giving a reason. All you need to do is:

- stop using the forms,
- send us a notice of resignation (details can be found later in these Terms and Conditions).

3. How to create an Account?

Register directly on our Website. By clicking the activation link that we send to your e-mail address, you enter into an agreement with us for the maintenance of an Account – for an indefinite period.

4. Who can create an Account?

- You must be at least 18 years old.
- You must have the capacity to enter into agreements (i.e. be of legal age and not legally incapacitated).
- The data you provide must be true.
- You may not omit contact details (first name, surname, address, telephone number) or provide false or inactive numbers.
- When using our website, you comply with applicable law.
- If you create an Account on behalf of a Business, you have the appropriate authorisation to do so.

5. **Account security**

- You set a password that gives you access to your Account.
- Do not share it with other people.
- The Account is assigned to you only – you may not transfer it to anyone else.
- Keep your data up to date – it is needed to fulfil Orders.

6. **How to delete your Account?**

You can terminate the Account maintenance agreement at any time – simply send us a notice to that effect. The agreement ceases to be in force when we receive your notice.

Note: deleting your Account does not affect Orders already placed.

7. **When can we delete your Account?**

We may terminate the agreement with immediate effect if you breach the rules of these Terms and Conditions.

V. **Orders and conclusion of the Sales Agreement**

1. **Types of Goods**

Via your Account on our Website you can buy the following types of Goods:

a) Goods from our standard range, or

b) Goods manufactured to your individual order, i.e. Goods designed using the creator that will be manufactured specifically for you. In these Terms and Conditions we refer to them as “**Personalised Products**”. Personalised Products may, for example, be manufactured in a non-standard size or printed with your own graphics. Ordering such products requires additional steps, which are described below. Such products cannot be returned, as you can read in the chapter Returns of Goods and the right of withdrawal, which you will find later in these Terms and Conditions.

2. **Availability of Goods**

Goods are available for purchase if they are in our range and the Order is accepted by us for fulfilment.

3. **Who can place Orders**

Orders can be placed by registered Users using their Account.

4. **How you place an Order**

You place an Order via the Website. Once it has been placed, you will receive a confirmation e-mail – this does not yet mean that an agreement has been concluded.

5. **When the agreement is concluded**

The agreement is concluded when you receive an e-mail from us confirming acceptance of the Order.

6. **What the Order confirmation contains**

In the confirmation e-mail you will find the Order number, payment information and the estimated fulfilment date. In the case of Personalised Products - if you delay approving the graphic design or fail to provide the necessary materials, the fulfilment time may be extended. If the delay exceeds 14 days, we will be entitled to recalculate the Price or cancel the Order. You will be informed of this promptly by e-mail.

7. **Option to cancel an Order**

You can cancel an Order only until you receive information that production has started. After that, cancellation will not be possible.

8. Differences in the quantity of Goods

In the case of Personalised Products, due to the production process, the number of Goods delivered may differ slightly from the number ordered. You will be informed of the permissible tolerance in the notice of acceptance of the Order for fulfilment.

9. Option to reject an Order

We reserve the right to reject an order, but as a Consumer you will be informed of the reason.

10. Differences in colours and dimensions

Colours and dimensions may differ slightly from those visible on screen – this results from the printing technology and type of materials, as well as from the individual settings of the device on which you view the Goods. The external dimensions of the Goods may differ from those stated on the Website by no more than 2.5%.

In the case of Personalised Products, print shifts of up to 5 mm are not grounds for a complaint.

11. Print Expert Check

If you order the design check service, we will carry it out before production.

Once the check is complete, you will receive an e-mail describing the changes. You should accept them or send the correct files on the same day.

12. Limitations of the design check

We do not carry out the check more than once for the same Goods.

This service will not be available for a repeat order.

13. Option for us to check the design

Even if you do not order a check, we may carry one out to ensure quality. The same rules then apply.

14. Correcting an order before placing it

Before clicking “Order with obligation to pay” you can correct errors in your Order.

15. Changing invoice details after placing an Order

You may not request a change to the invoice details after placing an Order; in particular, you may not request that an entity that is not a Consumer be named as the buyer, or that the invoice be issued to your sole proprietorship.

If you are not a Consumer, you may only correct the invoice details by sending us a correction note. You may do so until the parcel with the Goods is dispatched.

16. Changes after placing an Order

Once an Order has been placed, you can no longer change it if it was placed via the automated system.

For orders placed after contacting us – you may request changes, but they may involve additional costs and a longer fulfilment time.

17. Delivery time

Goods from our standard range are delivered within 3 Business Days of the date the Order is placed, provided the Order is placed by 14:00, unless a shorter delivery time is stated in the description of the given Goods.

Personalised Products are delivered within the times specified in the description of the given product. If you have ordered both standard Goods and Personalised Products, you may receive them in several shipments on different dates.

18. Delivery

We deliver Goods in accordance with the information provided in the Order.

If there are any delays, we will inform you.

19. Payment condition

Orders placed by Consumers are fulfilled after receipt of full payment.

20. If you are a Business

The Seller reserves the right to reject an Order without giving a reason. The specification of the Goods may change. Differences in colours and dimensions resulting from the production technology do not constitute grounds for a complaint. Information on the permissible dimensional tolerance is provided in the description of the Goods.

If an Order contains Goods with different delivery times, the Business will be informed of this when placing the Order. In such cases, the Seller will be entitled to make a partial delivery. Acceptance of the Goods may not be refused on the grounds of partial delivery.

The Seller reserves the right to make delivery in separate shipments. Each of them constitutes a separate Sales Agreement.

VI. Price and Payments

1. Obligation to pay

When the sales agreement is concluded in accordance with the Terms and Conditions, you undertake to pay the full amount stated in the Order. This amount includes the price of the Goods, VAT and delivery costs – unless Packhelp informs you otherwise.

2. Scope of the price

The price includes:

- a. the value of the Goods or Services,
- b. VAT (if applicable),
- c. delivery costs (if you were informed of them when placing the Order).

3. VAT and tax ID

VAT is added to the order value where required by applicable law. If you place an Order as a Business, you must provide your tax identification number.

4. Price calculation

The total price of the order is calculated on the basis of your choices in the Order form and is shown in its summary before it is sent.

5. Pattern fees

If you use a ready-made pattern, its fee is charged separately for each item of Goods and each Order. The pattern is not saved in your Account – if you use it again, the fee will be charged again.

6. Premium Pattern fees

If you choose a Premium pattern, its price will be set individually – we will inform you of it by e-mail. The rules of point 5 apply accordingly.

7. Template fees

If you use a template, the fee is charged separately for each item of Goods and each Order. The template is not saved in your Account – if you use it again, the fee will be charged again.

8. Premium Template fees

If you choose a Premium template, its price will be set individually – we will inform you of it by e-mail. The rules of point 7 apply accordingly.

9. Payment methods

You can pay for your order when placing the Order via the Stripe payment system (operated by Stripe Payments Europe, Limited).

10. Your obligations

You undertake that:

- the data you provide for fulfilment and delivery of the Order is correct,
- you have the funds to cover the costs of the Order.

11. Invoice

We will send you an e-mail with a link to download the invoice in PDF format.

VII. Delivery

1. Where we deliver

We deliver your order only within the Czech Republic and Slovakia.

2. **How we deliver**

Delivery is made by the courier company indicated in the Order. Deliveries are made in accordance with the terms and conditions of the given carrier.

The available carriers include:

- Deliveries to Packeta Z-BOX self-service parcel lockers
- Deliveries to pick-up points
- Deliveries to an address of your choice
- Pallet deliveries

3. **When we deliver**

We will always inform you of the estimated fulfilment and delivery date.

If you are a Business:

You are obliged to inform the Seller of circumstances affecting delivery costs (e.g. non-standard hours at which you expect delivery, the need to carry goods inside). Additional delivery costs are reimbursed by the Business within 7 days of receipt of the accounting documents, after prior notification by the Seller within 14 days of delivery.

In the case of Orders placed in accordance with point V.5, the Seller informs of the possibility of a delay in delivery. A delay beyond the Seller's control does not constitute improper performance of the Agreement and does not give rise to claims.

4. **What if something is out of stock**

If we do not have the given Goods in stock:

- you will receive an e-mail from us with a new delivery date (maximum 15 Business Days) – in which case you may cancel the Order and we will refund your money,
- or information that we cannot fulfil the Order – in which case we will automatically cancel the Order and refund your money.

5. **Receiving the parcel**

When you receive the parcel, check it in the presence of the courier:

- whether the packaging is undamaged,
- whether the contents match your order.

If something does not match or is damaged, we recommend drawing up a damage report, which can speed up the handling of the complaint. If there is no damage report, it may turn out that the Consumer will need to provide additional evidence of the damage, which is necessary to handle the complaint.

If you are a Business:

We require the parcel to be checked in the presence of the courier and a damage report to be drawn up in accordance with the carrier's procedure.

- The report should be signed by the carrier's representative and the person receiving the parcel.
- The signed report or other proof of receipt constitutes conclusive evidence as to the quantity and condition of the Goods.
- Failure to report discrepancies on the day of receipt results in the loss of warranty rights, except for hidden defects, which must be reported within 5 Business Days of receipt of the Goods.
- In the case of Goods susceptible to damage, a description of the defect should be drawn up at the time of delivery.

6. What if you do not collect the parcel

After two unsuccessful delivery attempts:

- you will receive an e-mail from us with information on where and when you can collect the parcel,
- you can also request another delivery attempt to an address of your choice.

If you do not collect the parcel or reply to our message within the set time, we may withdraw from the sales agreement after 3 months from the second unsuccessful delivery attempt.

If you are a Business:

If the Goods are not collected, they are returned to the Seller and the Business is charged the costs of shipping and return, as well as a handling fee of EUR 10.00 net. The Seller will deduct these costs from the Price refunded to the User.

In addition, if Personalised Products are not collected, the Business receives a request to collect the Goods. The Business may order another delivery attempt, provided it bears the costs thereof. If the Goods are not collected or there is no response, they are stored for a fee: EUR 50 net/month per parcel or EUR 200 net/month per pallet. After 3 months, the Seller may withdraw from the Agreement and dispose of the Goods at the Customer's expense, and also charge the Customer for the storage costs incurred.

VIII. Transfer of risk and ownership

When do the risk and ownership of the Goods pass to you?

When the ordered Goods are delivered to you, the risk of accidental loss of or damage to the Goods passes to you at that very moment.

This means that from the moment of delivery you are responsible for their condition.

If you are a Business:

The risk of accidental loss of or damage to the Goods passes to the recipient when the Goods are handed over to the carrier.

IX. Returns of Goods and the right of withdrawal

Returns and the right to withdraw from the agreement

1. As a Consumer, you have the right to withdraw from a sales agreement concluded at a distance – without giving a reason (i.e. to return the Goods) – **within 14 days of the day on which you receive the ordered Goods** (this applies only to prefabricated Goods, i.e. those from our standard range).
2. To exercise the right of withdrawal:
 - submit a withdrawal statement (e.g. by e-mail or directly in the order panel available in your Account),
 - send the Goods back within 14 days of submitting the statement to the following address:
Packhelp – Altmaster Logistyka, ul. Sokołowska 50 / office next to ramp 9A, 05-806 Pęcice, Poland.
3. You bear the direct costs of returning the Goods.
It is sufficient to send the withdrawal notice before the 14 days expire – you do not have to wait for confirmation.
4. If your order included several items of Goods delivered separately, the 14-day period runs from the day on which you receive the last of them.
5. After withdrawal from the agreement:
 - we will refund all payments received from you, including delivery costs (except for additional costs if you chose a more expensive delivery method than the cheapest one offered),

- the refund will be made no later than 14 days from the day on which you inform us of your withdrawal,
 - we may withhold the refund until we receive the Goods back or proof that they have been sent back – whichever occurs first.
6. You will receive the refund using the same payment method you used, unless you expressly agree to another option – at no additional cost.
 7. You are liable only for any diminished value of the Goods if you have used them beyond what is necessary to establish their nature, characteristics and functioning.
 8. You can use the model withdrawal form, which you will find in the annex to these Terms and Conditions – but it is not mandatory.

When you cannot withdraw from the agreement

You cannot withdraw from the agreement if:

1. you ordered Goods made to your individual order (i.e. Personalised Products, e.g. with your own print),
2. you ordered a service that has been fully performed with your consent – and you were informed beforehand that you would lose the right of withdrawal once it had been performed.

If you are a Business, you cannot withdraw from the agreement.

X. Statutory warranty and rules for handling complaints

1. We deliver Goods to you that are in conformity with the agreement.
2. If it turns out that the Goods were not in conformity with the agreement at the time of delivery and this becomes apparent within 2 years, you have the right to file a complaint.
3. If the Goods are not in conformity with the agreement, you can request:

- a. **repair,**
- b. **or replacement.**

You can choose to have the Goods repaired or replaced. We may refuse the method of remedying the defect you have chosen if it is impossible or would involve disproportionate costs compared with the other method, taking into account the circumstances specified by the applicable regulations.

The repair or replacement will be carried out within a reasonable time and without significant inconvenience to you.

You do not bear any costs – we cover the costs of shipping, labour and materials.

We will collect the Goods from you at our expense.

4. You can also request a **price reduction** or **withdraw from the agreement** if:
 - a. we refuse to repair or replace the Goods,
 - b. the Goods are still not in conformity with the agreement despite attempts by Packhelp to repair or replace them as part of the complaint,
 - c. the defect is so significant that it justifies a price reduction or withdrawal from the agreement without first requesting repair or replacement,
 - d. it is clear from our actions that we will not repair/replace the Goods within a reasonable time or without inconvenience to you.
5. In the cases referred to in point 4 above:
 - a. the price will be reduced in proportion to the value of the defective Goods,
 - b. we will refund your money no later than 14 days after receiving the returned Goods or after you send us confirmation of their dispatch (whichever occurs first),
 - c. if the defect concerns only part of the order, you may withdraw from the agreement only with respect to that part, unless you cannot reasonably be expected to agree to keep only the Goods without defects – in which case you may return all the Goods
 - d. if you withdraw from the agreement, send the Goods back – we cover the costs of the return,

- e. the refund will be made using the same payment method you used, unless you agree to another one – at no additional cost.
6. You cannot withdraw from the agreement if the defect in the Goods is insignificant. The burden of proving that the defect is insignificant lies with Packhelp, where the applicable regulations so provide.
7. You can file a complaint:
- a. by post: **Packhelp S.A., ul. Kolejowa 5/7, 01-217 Warsaw, Poland,**
 - b. by e-mail: to the address indicated in the order confirmation or by contacting your Customer Advisor,
 - c. or directly in the order panel available in your Account.
8. In your complaint, describe:
- a. what the problem is,
 - b. the order number,
 - c. how many items of Goods are defective,
 - d. and, if possible, attach photos or videos showing the defect.
9. We may ask you for additional information or to send the Goods back – at our expense.
If we ask you to return the Goods, pack them securely before shipping.
10. Promptly after receiving your complaint, we will confirm its receipt. We will respond to your complaint within 14 days. We will inform you of the outcome by e-mail.
11. These rules also apply to services provided electronically. You can also file a complaint about such services online – <https://packetastore.com/cz-en/contact-us>.
12. If you are a Business:
- a. Liability under the statutory warranty for defects is excluded, except for defects revealed upon delivery and hidden defects reported in accordance with point IX.5. The Seller does not provide a guarantee for the Goods.
 - b) Complaints must be filed in accordance with the rules set out in the Statutory warranty and rules for handling complaints section above.
 - c) The Seller responds to a complaint within 30 days of obtaining all the information necessary to handle it.
 - d) In the case of a justified claim, the Seller may, at its own discretion:
 - replace the Goods (or part of them),
 - refund the Price of the Goods (or part of it),
 - propose another solution acceptable to the Customer.
- After carrying out one of the above actions, the Seller has no further obligations and the Customer waives any further claims in this respect.
- e) The Seller is not liable for losses, damage, costs or expenses (including lost profits) resulting from non-performance or delay in performance of the Agreement if they are caused by circumstances beyond the Seller's control, including, among others, strikes, breakdowns, actions of public authorities and Force Majeure.
 - f) The total liability of the Seller (including its agents, employees, subcontractors and suppliers) does not exceed the net value of the Order (excluding taxes and freight costs). Liability does not cover lost profits, increased costs, costs of substitute capital, storage fees, or indirect or consequential damage.
 - g) The above limitations take precedence over any different provisions contained in the documents forming the Agreement.
 - h) The Seller is not liable to the User or related persons for damage resulting from the use of the Website or linked websites, including loss of data, business interruption or damage to IT systems – even if advised of the possibility of such damage. The User is obliged to take precautions to protect IT systems against malicious software.
 - i) Marketing partners and entities related to Packhelp (e.g. Facebook) are not liable to the User in connection with services provided on behalf of Packhelp.

- j) The User is obliged to ensure that the labelling of the Goods complies with the regulations in force in the countries in which the Goods will be placed on the market, unless such an obligation is imposed on Packhelp by law. The Seller's liability in this respect is excluded to the fullest extent permitted by law.

XI. General rules of liability towards Consumers

1. As a Consumer, you have special rights that you can exercise.
2. The Seller does not exclude liability under the statutory warranty towards you – you have the right to file a complaint if the Goods are not in conformity with the agreement.
3. You have the right to return the Goods and withdraw from the agreement in the cases specified in the Terms and Conditions and the Consumer Rights Act.
4. The Seller is liable for the Goods delivered to you in accordance with applicable consumer law.
5. Limitations of liability for indirect damage, lost profits or IT system failures do not apply if they infringe your rights as a Consumer.

XII. Intellectual property

1. The Packhelp Website

The Website belongs to us – Packhelp – and we manage it.

Unless otherwise indicated, all content on the Website (texts, graphics, logos, audio recordings, trademarks, etc.) is protected by copyright and belongs to us **or to the Partner**.

You may not copy, modify or use it without our consent.

2. Use of content

The mere fact that you can see something on the Website does not mean that you may use it.

You may only do so if:

- the Terms and Conditions allow it,
- or you have our written consent (or the consent of the rights holder, if we do not hold the rights).

3. Your Account and the rights of others

When using your Account, you may not infringe the copyright or other intellectual property rights of others.

If you do, we may – even without warning – delete your Account and any materials that infringe those rights.

4. Consent to the use of your designs

You agree that we may show photos of the Goods you have ordered from us in our promotional materials – e.g. on social media, on our website or in catalogues.

You are not entitled to any remuneration for this.

5. Licence for graphics and logos

If you order Goods with your own logo or graphics, you grant us a free, non-exclusive and unlimited-in-time consent (licence) to use them in our marketing materials.

We may publish them, reproduce them and even modify them slightly – e.g. to fit the format.

6. If you are a copyright holder

If you believe that your copyright has been infringed, contact us and provide:

- your contact details,
- a description of the work and where we found it,
- a statement that you are acting in good faith and are entitled to report the infringement.

XIII. Notices

1. All important notices related to the agreement (e.g. changes, order information) must be in writing or sent by e-mail.

Note: messages displayed only on screen (e.g. in a browser) are not considered to be in writing.

2. If you want to send us a notice, send it to the address given in point 8 of the Final provisions section of the Terms and Conditions.
We will send notices to the address you provided in your order.
3. A notice is deemed delivered:
 - if you deliver it in person – at the moment it reaches us,
 - if you send it by priority mail – 2 full Business Days after posting,
 - if you send it by e-mail – at the moment it reaches us.
4. If you change your address, let us know.
The change will take effect:
 - on the date you specify,
 - or – if you do not specify a date or give less than 5 days' notice – 5 Business Days after the day on which you inform us.
5. This point on notices does not apply to the service of court documents or other official correspondence in the event of disputes.

XIV. Governing law and dispute resolution

1. The Sales Agreement and the Terms and Conditions are governed by Polish law, and all disputes are resolved by Polish courts.

If you are a Consumer and have your habitual residence in another country, the choice of Polish law does not deprive you of the protection afforded to you by the mandatory provisions of the law of the country of your habitual residence that would apply in the absence of a choice of law.

Any disputes arising from the Sales Agreement or the Terms and Conditions will be resolved by the courts having jurisdiction in accordance with the applicable law. The competent court is determined in accordance with the provisions applicable to consumer disputes.

2. The Consumer has the right to use out-of-court dispute resolution methods, e.g.:
 - mediation,
 - arbitration.

To do so, simply submit the appropriate application to the chosen institution.

You can find a list of such institutions here: https://uokik.gov.pl/wazne_adresy.php#faq592

3. If you do not wish to use mediation or the ODR platform, the dispute will be resolved by a common court in accordance with the general rules.

If you are a Business:

Polish law applies to obligations arising from Sales Agreements and these Terms and Conditions.

Any disputes arising from these agreements are subject to the jurisdiction of the Polish courts having local jurisdiction over the Seller's registered office.

XV. Newsletter – how it works

1. The Newsletter subscription is completely free of charge. You receive it only if you consent to it.
2. You can subscribe to the Newsletter in several ways:
 - by ticking the appropriate option when logging in to your Account,

- by completing a form (e.g. in the footer, header, pop-up window or user panel) and providing your e-mail address,
 - by ticking the consent box when sending a quote request form or a subscription form.
3. When you send the subscription form, you enter into an agreement with us for the provision of the Newsletter service – for an indefinite period.
 4. You can unsubscribe from the Newsletter at any time. Simply:
 - click the “unsubscribe” link in the footer of any Newsletter message,
 - or send us a message stating that you wish to unsubscribe.
 5. Consent to receive marketing messages (e.g. about promotions) is voluntary. You can withdraw it at any time – without any consequences.

XVI. Amendments to the Terms and Conditions

1. We may amend the Terms and Conditions if there are important reasons, such as:
 - changes in legislation,
 - technical changes (e.g. modernisation of the Website),
 - changes in the way our services operate.

We will always inform you why we are making changes.

2. We will inform you of any change to the Terms and Conditions by e-mail – at least 14 days before it comes into force.
During this time you will be able to:
 - read the new version,
 - accept or reject it.
3. If you place an Order before the new Terms and Conditions come into force, it will be fulfilled on the basis of the version in force on the date the Order was placed.
4. The new version of the Terms and Conditions will apply to all agreements (including sales agreements) that you conclude after the date on which the changes come into force.

XVII. Protection of your personal data

1. Your personal data is processed by Packhelp. This applies when you use our Website or enter into an agreement with us (e.g. place an order). Details can be found in our Privacy Policy, available on the Website.
2. We process your data primarily in order to perform the agreement you conclude with us – in accordance with the GDPR (General Data Protection Regulation).
In the Privacy Policy you will find, among other things, information about:
 - how long we store your data,
 - the legal bases for processing,
 - your rights (e.g. to access, rectify or erase your data),
 - to whom we may transfer your data (e.g. courier companies).

XVIII. Final provisions

1. These Terms and Conditions have been drawn up in English and may also be made available in other language versions. In the event of discrepancies between the English language version and its translation, the English version prevails for Businesses, and the local language version prevails for Consumers.
2. None of its provisions limits your rights as a Consumer – if such rights arise from applicable law.

3. If any provision of the Terms and Conditions proves to be invalid or unenforceable, it will be amended or removed – but the rest of the Terms and Conditions will remain in force.
4. We strive to keep our Website running without interruption, but disruptions may sometimes occur (e.g. due to Internet problems). We do everything we can to keep them as rare as possible.
5. Descriptions on the Website may contain minor errors or inaccuracies. We try to make them as accurate as possible, but we cannot guarantee this 100%.
6. If you click a link to a website other than Packhelp's, please remember that we are not responsible for its content. Make sure your device is secure (e.g. against viruses).
7. If you breach the Terms and Conditions or use the Website unlawfully, you may be held liable. This also applies if someone else suffers as a result of your actions.
8. You can contact us on any matter:
 - by post – at our registered office address - Packhelp S.A., ul. Kolejowa 5/7, 01-217 Warsaw, Poland,
 - by e-mail – at the address given in the “Contact” tab on the Website
 - by telephone – at the number given in the “Contact” tab on the Website
 - via the Contact form available in the “Contact” tab on the Website.
9. In accordance with the EU Digital Services Act, we have designated a special e-mail address for contact with authorities and users: dsa@packhelp.com. You can write in English, Slovak and Czech.
10. If you notice content on our Website that you believe is illegal, you can report it. In your report, provide:
 - why you believe the content is illegal,
 - the exact link (URL) to the content,
 - your first name, surname and e-mail address,
 - a statement that you are acting in good faith and providing true information.
11. Matters not regulated in the Terms and Conditions are governed by Polish law – in particular the Civil Code, subject to the local consumer protection provisions referred to in point XIV.1 of the Terms and Conditions.
12. If anything in the Terms and Conditions is unclear, we interpret it in a way that complies with applicable law.
13. The Terms and Conditions enter into force on 01.10.2026.

 Annex - Model withdrawal form

(Complete and return this form only if you wish to withdraw from the agreement. You may also use another form, provided it contains all the required information.)

To:

Packhelp S.A.
ul. Kolejowa 5/7
01-217 Warsaw, Poland
E-mail address: packeta@packhelp.com

Statement:

I/We() hereby give notice that I/we() withdraw from my/our agreement:

- for the sale of the following goods:
[enter the name of the Goods]

 - or for the provision of the following service:
[enter the name of the service]
-

Date of conclusion of the agreement / receipt of the Goods(*):

[enter the date]

Name of Consumer(s):

[enter your first name and surname]

Address of Consumer(s):

[enter your address]

Signature of Consumer(s):

(only if this form is sent on paper)

Date:

[enter the date the form was completed]

(*) Delete as appropriate.