

BABY&TRAVEL DISTRIBUTION COOPERATION TERMS AND CONDITIONS

Definitions:

Price list - current prices listed next to the products on the distributor's website after logging in.

Partner - an entity which is an entrepreneur within the meaning of the Civil Code, a user of the Partner's Service, who has completed registration on the Partner's Service and has an active Partner Account;

Civil Code – Polish act of 23 April 1964 Civil Code, Journal of Laws of 1964, No. 16, item 93, as amended);

Partner account - an individual account created as a result of registration on the Partner Service;

Terms - these terms and conditions of providing services electronically by Distributor;

Partner Service - the service located on the Website, through which the Partner may use the services provided electronically by the Distributor specified in these Terms;

Website - b2b.babyandtravel.com

Goods - the item or items presented on the website <https://zoneb2b.babyandtravel.com/> offered for sale by the Distributor;

Order - the Partner's declaration of intent made via the Website, specifying in particular the type and number of Goods selected;

Distributor - BABY&TRAVEL Sp. z o.o. with registered office in Wrocław (54-530) at ul. Jerzmanowska 22, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna, VI Division of the National Court Register, under KRS number 0000623746 NIP:8943080347, REGON:364736182, BDO: 000443118. The Distributor is an importer and distributor in Poland of Goods of significant global manufacturers, hereinafter referred to as "brand".

Act on Provision of Services by Electronic Means – Polish Act of 18 July 2002 on the declaration of services by electronic means (consolidated text: Journal of Laws of 2020, item 344).

§1 General provisions

1. These Regulations, which are regulations within the meaning of Article 8 of the Act on Provision of Services by Electronic Means, set out the terms and conditions for the provision of services by electronic means by the Distributor using the Website or the Partner Site, in particular:

- types and scope of services provided electronically by the Service Provider;
- the conditions for the provision of services by electronic means, including:
- the technical requirements necessary to use the Partner Site;
- prohibition on the provision of unlawful content by Partners;
- the conditions for entering into and terminating Sales Agreements and placing Orders;
- the complaint procedure;
- the terms of payment and delivery and collection of Goods.

2. In relations between the Distributor and the Partner, paragraphs 1-3 of Article 66 1 of the Civil Code shall not apply. Acceptance of these Terms is tantamount to acceptance by the Partner of the provisions of the preceding sentence.

§2 Types and scope of services provided electronically by the Service Provider

1. On the Website or using the Partner Service, the Distributor:

- presents the Goods to the Partner;
- provides access to the Partner Site;
- provides information on the services provided;
- posts contact details and all data necessary to process payments;
- provides the Partner with: Terms of Service, privacy policy, statement regarding the Partner's consent to the Distributor issuing and sending invoices for the purchased Goods in electronic form and DropBox catalogue;

- enables the use of the Partner's Account;
- accepts and processes Orders.

2. Registration on the Partner Service and the creation of a Partner Account enables the Partner to:

- place Orders;
- view Order history and data in their Partner Account;
- access to sales documents.

3. Registration on the Partner Site, placing Orders and taking any other actions related to using the Partner Site or providing services by the Distributor is done by completing and approving the appropriate electronic forms on the Partner Site, through an exchange of e-mails or in any other manner specified by these Terms.

§3 Technical requirements for cooperation with a Distributor or using the Partner Site

In order to cooperate with a Distributor or use the Partner Site, it is necessary to meet the following technical requirements:

1. A computer equipped with an operating system capable of using the following browsers: Mozilla Firefox, Google Chrome or Internet Explorer - minimum version 8.0.
2. The browser must have Java Script enabled.
3. Tools to print, sign and send back electronic documents.

§4 Prohibition on providing unlawful content by Partners

It is prohibited to provide to the Distributor or to present to the Distributor by means of or in connection with the use of the Partner's Service in any form or shape unlawful content, in particular:

- infringing anyone's personal rights;

- illegally obtained or accessed, processed or otherwise used in violation of the rights of third parties;
- which are the intellectual property of third parties (in particular those protected by copyright or industrial property rights), without the consent of the persons authorised to do so;
- the dissemination of which is prohibited by law or may constitute a criminal offence (in particular propagating a fascist or other totalitarian regime or inciting hatred based on national, ethnic, racial or religious differences);

§5 Terms and conditions of concluding and terminating sales agreements and placing orders

1. A sales contract is concluded by placing an Order. In order to place an order, the Partner takes the steps described in these Terms, in particular:

- registers for a Partner's Account by filling in the registration form which he will receive by e-mail, and submits the data and documents necessary for registration;
- selects the Products presented on the website b2b.babyandtravel.com offered for sale by the Distributor;
- accepts the contents of the shopping cart including:
- quantity, type and prices of the individual Products;
- delivery costs;
- payment terms.

2. All announcements, advertisements, price lists and other information relating to the Goods are valid and binding in the wording, form and scope made available by the Distributor according to the current state at the time of the Order. In the event of any discrepancy between advertisements, price lists and other information obtained by the Partner prior to placing the Order and the information available on the Website at the time of placing the Order, the information available on the Website at the time of placing the Order shall prevail.

§6 Signing up for a Partner Account (Registration). Use of Partner's Account.

1. Registration of a Partner's Account is a prerequisite for using the Partner Service.
2. Registration of Partner's Account takes place by filling in the registration form received by e-mail.
3. To complete the registration process, Partner must read and accept the Terms. The Partner is informed of the successful completion of the registration process by e-mail sent to the e-mail address used by the Partner when applying for an account.
4. At the moment of the Partner's receipt of the confirmation of the Partner's account creation, an agreement is concluded between the Partner and the Distributor on the use of the Partner's Service under these Terms.
5. Logging into the Partner's Service takes place using the acronym of the Partner's company, login and password for the Partner's Account. The acronym and login are created by the Distributor during the registration process and sent to the Partner in an email along with the information about successful registration. The password is assigned by the Partner during the first login using the password reminder function available in the login panel.
6. It is recommended to protect the password and login for the Partner's account from unauthorized access.
7. If the Partner's details have changed, the Partner must notify the change of details via the Partner Account.
8. The Partner may terminate the use of the Partner Service at any time by terminating the agreement for the use of the Partner Service by sending an e-mail to contact@babyandtravel.com with a request to close the Partner Account. Termination of use of the Partner's Service or closure of the Partner's Account in the manner described in the preceding sentence shall result in termination of the agreement for use of the Partner's Service. The Partner acknowledges that termination of the agreement for use of the Partner's service prevents the use of the services available through the Partner's service, in particular the placement of Orders through the Partner's Account.
9. Distributor may at any time block access to Partner's account and possibility of using Partner's service or terminate agreement for use of Partner's service with immediate effect and close Partner's account if Partner violates common law or these Terms.

§7 Delivery

1. Delivery of ordered Goods takes place at the place specified by the Partner when placing an Order.
2. The ordered Goods are sent by courier.
3. The ordered Goods are shipped within seven working days after the payment is received on Distributor's account.
4. The price for the Goods do not include delivery costs. Delivery costs are determined when placing an order on the platform.

§8 Prices of the Goods

1. All prices on the Website are given in Euro.
2. The prices given by the Distributor on <https://zoneb2b.babyandtravel.com/> are binding for the parties at the time of placing the Order.
3. The Distributor reserves the right to change prices of the Goods displayed on the Website, to withdraw individual Goods from sale, to introduce new Goods and to organise temporary promotions for the Goods. The aforementioned changes do not apply to orders placed.
4. The prices of Goods subject to promotions shall be valid from the commencement until the promotional action is cancelled or until the promotional stocks of the Goods are exhausted. Orders placed before or after the end of the promotional action are fulfilled according to the conditions valid at the time of placing the Order.
5. Promotional actions may be combined with each other.
6. The price for the Goods do not include delivery costs. Delivery costs are determined when placing an order on the platform.

§9 Settlements

1. The Partner may choose the following forms of payment for the ordered Goods:

Bank Details for EUR payments:

Baby & Travel Sp. z o.o.

ul. Jerzmanowska 22

54-530 Wrocław

Poland

Bank: mBank SA

IBAN: PL37 1140 1140 0000 2426 0400 1002

Swift Code: BREXPLPWMBK

2. Orders are paid on the basis of a pro-forma invoice.
3. A VAT invoice is issued after dispatch of the goods.

§10 Partner's obligations

1. The Partner undertakes to comply with the provisions of these Terms.
2. The Partner may further market the Goods purchased from the Distributor subject to the following restrictions:
 - The Partner may only make retail sales of the Goods, i.e. to end customers (consumers);
 - The Partner may not conduct sales of the Goods to customers outside the territory , where his establishment is registered. For the avoidance of doubt, "sales" shall be understood as active activities of the Partner aimed at increasing sales or acquiring new customers, consisting in particular of advertising or promotional activities aimed at customers outside the territory, where his establishment is, as well as establishing branches or organising distribution centres outside the territory, where his establishment is registered
 - The Partner may present, advertise and offer for sale the Goods outside the territory where his establishment is registered, only with the prior written consent of the Distributor, upon the Partner's written application specifying the type of Goods, the target country and the period of time for which the consent should be granted
3. In the event of a breach of any of the above obligations by the Partner, the Distributor may:
 - cancel the discounts or other privileges granted to the Partner in whole or in part;
 - terminate the Partner's granted licences to use the Materials with immediate effect;
 - block the Partner's access to the Partner's Account and the possibility of using the Partner's Service;
 - terminate the agreement for the use of the Partner Service with immediate effect and close the Partner Account.

4. Distributor is not responsible for the Partner's commercial policy. The Partner independently and independently determines and shapes the sales prices of the Goods purchased from the Distributor.

§11 Personal data

The administrator of the personal data is the Distributor, i.e. BABY&TRAVEL Sp. z o.o. with registered office in Wrocław (54-530) at ul. Jerzmanowska 22, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna, VI Division of the National Court Register, under KRS number 0000623746 NIP:8943080347, REGON:364736182. Provision of personal data is voluntary, but necessary for the purposes of placing Orders and using the Partner's Website. The Partner is entitled to access and correct its data. Personal data is collected for the purposes of enabling the Partner to use the services provided by the Distributor, including for the purposes of using the Partner Service: registration as a Partner and placing Orders. Detailed information on the processing of personal data can be found in the privacy policy on the website: zone.b2b.babyandtravel.com

§12 Complaints

1. Each complaint should be registered in the complaint panel as a separate notification as soon as the customer informs about the defect. The complaint panel is located in the customer zone on the Distributor's website: zoneb2b.babyandtravel.com/profile/complaints
2. In the case of inability to make a complaint through the platform due to malfunctioning of the platform, the notification should be sent by e-mail with a description of the reason for the complaint, contact details and the number of the document on the basis of which the Partner made a purchase from the Distributor.
3. Materials such as photos or videos should be sent to the e-mail complaints@babyandtravel.com with the application number in the subject line and the address for collection of the faulty product in the body of the message.
4. If the complaint is accepted, a repaired product will be sent back to the address provided in the application after prior notification of how the complaint will be handled.
5. Products that are not cleaned and dried before shipment will not be subject to complaint.
6. Complaints regarding discrepancies in deliveries must be made within two days of receiving the delivery.

7. Other forms of notification from the above will not be considered.
8. The complaint will be considered by the Distributor within 30 days of submission. The Partner will be informed of the complaint processing by e-mail.
9. If the complaint is found to be valid, the Distributor will inform, in the manner referred to in paragraph 8 above, how the case has been resolved.
10. If the complaint is accepted, the Distributor first repairs the product. If repair is not possible, he will replace it with a defect-free article or refund the price by means of a transfer to the bank account from which the Partner made payment for the order. The repaired/new product will be sent back to the address available on the order or indicated on the claim form within 7 days of notification of how the problem was resolved.
11. The Partner is entitled to reimbursement of the shipping costs of the faulty goods to the Distributor only if the complaint is accepted, provided that the Partner provides the Distributor with a correctly issued VAT invoice and documentation of the shipping costs.
12. If the claim is not accepted, the Partner is obliged to collect the Goods within 7 days from the date of receipt of information about the complaint not being accepted. If the goods are not collected within the aforementioned period, the Distributor will return the goods at the Partner's expense. In this case, the Partner will be charged with the cost of shipping the defective goods to the Partner on the basis of a VAT invoice issued by the Distributor.

§13 Copyright

1. The Partner acknowledges and accepts that the Distributor provides materials for presentation and sale of products in the form of photographs, brochures, films and brief descriptions of products (hereinafter referred to as "Materials") from the Distributor's commercial offer.
2. The Distributor provides materials in electronic form and makes the content of the Website available under a non-exclusive licence. The materials provided may be used by the Partner during the term of the agreement for the use of the Partner Website within the scope of its business activity in order to present, display, describe the Goods to which they relate, as well as any other marketing and sales activities concerning the Goods, subject to the provisions of these Terms.
3. The materials may be recorded and reproduced using any technique and distributed, including displaying, reproducing, broadcasting and rebroadcasting, as well as making them available to the public in such a way that everyone can access them at a time and place of their own choosing, in particular via the Internet.

4. The partner is entitled to use the trademark on the materials.
5. Baby&Travel sp. z o.o. provides the Partner with the materials for use in accordance with this statement free of charge.
6. Acceptance of the Terms by the Partner is tantamount to consent to the use by the Distributor, free of charge, during the term of the contract for the use of the Partner's Service, of the trademark (logo) of the Partner for the purpose of informing end customers about the possibility of purchasing Goods from the Partner.

§14 Change of terms and conditions

The Distributor will notify the Partner of any change to the Terms by sending the amended Terms to the e-mail address provided in the Partner's Account. The change of Terms will be binding for the Partner from the date specified in the notice, no shorter than 30 days from the date of sending the aforementioned notice to the e-mail address provided in the Partner's Account, unless the Partner terminates the Agreement for the use of the Partner's Service before this date.

§15 Final provisions

1. Polish law shall govern all disputes arising under these Terms.
2. Any matters not regulated herein shall be governed by generally applicable provisions of Polish law, in particular the provisions of the Civil Code.
3. All content contained on the Website or in the Partner's Service, in particular verbal, graphic, sound or audio-visual works, are subject to intellectual property rights vested in the Distributor or other entities. Such content is protected by the provisions of the Polish Act of 7 February 1994 on Copyright and Related Rights, and its use in any extent and for any purpose other than those specified in the Terms requires the Distributor's consent.