



**E-SHOP REGULATIONS**  
**INNUBIO Sp. z o.o.**  
**from August 01, 2019**

**§ 1**  
**General provisions**

1. These Regulations define the rules for the provision of services referred to in § 2 of these Regulations, via the online store operating at [www.shop.innubio.com](http://www.shop.innubio.com), hereinafter referred to as the "Store", by INNUBIO Sp. z o.o., referred to in point 2 below.
2. The owner and administrator of the Store, as well as the entity performing the Sale Store, is INNUBIO Spółka z ograniczoną odpowiedzialnością, with its registered office in Kalisz at ul. Cieszyńska 17, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, IX Commercial Division of the National Court Register under KRS number: 0000718407, Tax ID: 6182170968; with share capital in the amount of PLN 5,000.00, paid in full, hereinafter referred to as "INNUBIO Sp. z o.o. ".
3. The services provided by INNUBIO Sp. z o.o. through the Store - to the extent specified in these Regulations - may be used by individuals with full legal capacity, legal persons or organizational units that are not a legal person to whom special provisions grant legal capacity, hereinafter referred to as "Clients", subject to point 4 below.
4. From services provided by INNUBIO Sp. z o.o. through the Store - in the scope specified in these Regulations - in particular from the possibility of collecting Points, may be used by natural persons, legal persons or organizational units that are not a legal person to whom special provisions grant legal capacity, and which links with INNUBIO Sp. z o.o. agreement for participation in the System INNUBIO Sp. z o.o. and which make purchases in the Store via the Partner's account, hereinafter referred to as the "Partner".
5. The correct use of the Store in the scope specified in these Regulations requires the use of the Customer or Partner from: any operating system with Internet access, correctly configured web browser allowing the use of cookies - and an active and correctly configured e-mail account, and in relation to A partner who would like to collect Points - additionally also an active and correctly configured Partner account.
6. Setting up an account by a Client or Partner means confirmation by the Client or Partner with the content of these Regulations, acceptance of the sales rules resulting from these Regulations and the obligation of the Client or Partner to comply with the rules contained in these Regulations.
7. INNUBIO Sp. z o.o. is not responsible for any disruptions, including interruptions in the functioning of the Store or its website, caused by force majeure, unlawful activities of third parties or incompatibility of the Store with the technical infrastructure of the Customer or Partner, in particular the failure to comply with the requirements provided for in point 5 above.

**§ 2**  
**The scope of services provided**

1. INNUBIO Sp. z o. o., through the Store sells the goods and services presented and specified by INNUBIO Sp. z o.o. as "available" on the Store's website, at the time of placing the Order by the Customer or Partner, hereinafter referred to as "**Products**",
2. All Products offered in the e-shop INNUBIO Sp. z o.o. are new, originally packed, free from physical and legal defects, and have been legally placed on the market. Products are free of THC psychoactive effects. The drought is obtained from varieties of hemp sowing permitted for cultivation in the EU and Poland.

3. Only in relation to the Partners, each purchase of Products shall result in billing units assigned to a given Product, in the amount indicated in the Product presentation on the Store's website in accordance with the agreement for participation in the INNUBIO Sp. z o.o. , hereinafter referred to as "**Points**", where the Points due to the Partner for the purchase of the Products concerned shall be calculated no later than within 14 days from the date of receipt by the Partner of the ordered Products, if before the expiry of the above-mentioned. The term Partner shall not effectively submit a declaration of withdrawal from the Agreement, subject to § 6 point 11.

4. Lists of Products and Prices given in the Store do not constitute an offer in the light of the provisions of the Act of April 23, 1964. The Civil Code, and only an invitation to enter into a contract within the meaning of art. 71 of the Act of April 23, 1964. Civil Code.

### § 3

#### Orders and conclusion of the contract

1. Browsing the Store's assortment does not require registration in the Store or having the Partner status.
2. In order to make a "**Registration**", i.e. set up a Customer account in the Store, through which it will be possible to place Orders, you must collect:
  - a) complete the registration form, located on the Store's website, giving the name and surname, e-mail address, which is also the login to the Customer's account and password,
  - b) make a statement to read the content of these Regulations,
  - c) accept the terms of these Regulations,
  - d) consent to the processing of personal data to the extent necessary to establish, shape the content, change, solve and properly implement services provided by INNUBIO Sp. z o.o. electronically via the Store and for the execution of Orders.
3. Registration in the Store is made once, and Orders will be made based on the Customer's login in the Store by entering the login and password.
4. Registration in the Store, as well as the use of its functionality - including in particular the use of the functionality of the Store available to Partners is free of charge.
5. INNUBIO Sp. z o.o. no later than within a few minutes of registration or activation of the Partner's account, the Partner or Partner will confirm the Registration or activate the Partner's account at the Customer's e-mail address indicated during the Registration or at the Partner's address specified in the Participation Agreement in the INNUBIO Sp. z o.o. . An e-mail containing confirmation of registration or activation of the Partner's account will be accompanied by a file containing the content of these Regulations, in .pdf format, to which the Client or Partner, accepting the terms of these Regulations, agrees.
6. Placing an Order is possible only after the Customer has successfully and efficiently registered it, or after successful activation of the Partner's account by the Partner in accordance with the agreement on participation in the INNUBIO Sp. z o.o. and after logging in to the store by the customer or partner. Login of the Customer and Partner in the Store is done using the data provided in the registration form, i.e. e-mail address, which is a login and password.
7. Login and password are confidential. Both the Customer who has successfully registered and the Partner whose account has been activated are obliged to maintain the data enabling logging into the Store in secret, in particular to not forward, nor to disclose them to third parties. INNUBIO Sp. z o.o. shall not be liable for any changes in the Customer's account data or Partner's account, nor for Orders made by unauthorized third parties to whom the Customer or Partner provided their login details to the Store or who have accessed the Client's account or Partner account due to non-observance of the prudence rules Customer or Partner when using data to log in to the Store.
8. In order to purchase Products, place an order by completing the order form, which is located on the Store's website, which will specify:
  - a) the type of the Product (by choosing, for example, the name, capacity, color variant, size),
  - b) the quantity of ordered Products,
  - c) the unit price of the Product,
  - d) the total price of ordered products of the same type,
  - e) the total price of all ordered Products,

- f) data enabling identification of the Customer or Partner and sending the ordered Products
- g) (ie the name of the Customer or Partner, the name of the Client or Partner, the address of the Customer or Partner, the Customer's or Partner's phone number, e-mail address of the Customer or Partner, delivery address and recipient's details),
- h) the manner of Delivery or collection of ordered Products,
- i) the cost of Delivery of ordered Products,
- j) the total value of the ordered Products together with the costs of their Delivery,
- k) choosing the payment method by Transfer - PayU, DotPay, payment cards,
- l) data necessary to issue a VAT invoice, if it is data other than specified in point a) f) above, if the Customer or Partner agrees to receive a VAT invoice confirming the purchase of Products,
- m) hereinafter referred to as the "Order".

9. By entering into a contract and selecting the type of the Product, the Partner agrees to periodic, monthly payment by the Payment Operator (PayU SA) of a payment card amount corresponding to the amount of the fee for the Product type. The fee will be charged by the Payment Operator once a month / quarterly / year.

10. The partner as part of the recurring payment service has the option of saving card details and direct debit orders. The card data will be stored by the Payment Operator (PayU S.A.). PayU, acting as an intermediary in making the payment, provides the Token tool (virtual card identifiers), which enables assigning to the individual Partner a unique identifier by means of which the Partner periodically makes payments to the company.

11. Placing an Order by a Client or a Partner means submitting INNUBIO Sp. z o.o. the offer to conclude a Product sales contract on the terms described in the Order, hereinafter referred to as the "Offer", and additionally means the Customer's or Partner's commitment to pay the Price.

12. The offer is binding only if INNUBIO Sp. z o.o. immediately, no later than within 10 minutes, send an information with the reference number of the Order to the email address of the Customer or Partner indicated at the time of logging into the Store, subject to points 13 and 15 below.

13. INNUBIO Sp. z o.o. reserves the right to additional verification of data of the Customer or Partner or the Order, e.g. by telephone contact, before sending the confirmation of receipt of the Offer to the Customer or Partner.

14. Confirmation of receipt of the Offer, referred to in point 11 above, does not constitute acceptance of the Offer by INNUBIO Sp. z o.o. .

15. The offer is binding for 7 days from the date of its submission by the Customer or Partner, ie from the date on which the Customer or Partner successfully submitted the Order, by clicking the "ORDER AND PAY" button. If INNUBIO Sp. z o.o. in the above within the deadline, he will not send to the e-mail address indicated by the Customer or Partner a confirmation of sending the ordered Products or confirmation of the readiness of the Products to be received, then the Offer expires.

16. Sending confirmation, referred to in item 15 above, is synonymous with submitting by INNUBIO Sp. z o.o. statements on acceptance by INNUBIO Sp. z o.o. An offer made by the Customer or Partner, which means the conclusion of a sales agreement, hereinafter referred to as the "Agreement".

#### **§ 4**

#### **Terms of Pickup and Delivery**

1. INNUBIO Sp. z o.o. provides the Customer or Partner indicated by the Customer or Partner in the Order Products with the help of a third party providing transport services, hereinafter referred to as "Delivery", within 7 days from the date on which the Customer or Partner successfully placed the Order by clicking the "ORDER AND PAY" button where INNUBIO Sp. z o.o. uses transport services offered by:

Poczta Polska SA,  
 InPost S.A.,  
 DPD Polska Sp. z o.o.  
 FEDEX Expres Polska Sp. z o.o.  
 UPS Polska Sp. z o.o.

2. INNUBIO Sp. z o.o. supplies the Products ordered by the Customer or Partner along with a fiscal receipt or VAT invoice, if the Customer or the Partner requested it to be issued at the time of placing the Order and provided the necessary data for its issue.

3. The Customer or Partner is obliged to check, in the presence of the carrier, whether the shipment is not damaged as a result of transport, is intact, in accordance with the Order and is obliged to confirm the receipt of the shipment or in case of damage to the shipment, incompleteness or non-conformity of the shipment with the Order, Customer or partner is obliged to immediately notify the carrier and INNUBIO Sp. z o.o. .

## **§ 5 Payment**

1. The sale of Products takes place each time for the price indicated in the Product presentation on the Store's website, hereinafter referred to as the "Price", where:

- a) the price may be paid in each of the currencies indicated in the Store's offer for a given Product,
- b) the price includes the value of VAT, in the amount applicable at the time of placing the Order,
- c) the price does not include the costs of Delivery of ordered Products.

## **§ 6 Resignation from the order and cancelation of the Agreement**

1. The Customer or Partner shall not be entitled to resign from the Order or to cancel it, except as provided in these Regulations.

2. Both the Customer and the Partner who is a consumer within the meaning of art. 221 of the Act of 23 April 1964. Civil Code, INNUBIO Sp. z o.o. , may within 14 days from the date of concluding the Agreement, exercise the right to withdraw from the Agreement, subject to point 11 below.

3. The entitlement provided for in point 3 above does not exclude the Partner's rights provided for in the participation agreement in the System INNUBIO Sp. z o.o. .

4. The Client and the Partner may submit a declaration of withdrawal from the Agreement (example form is attached as Appendix 1 to these Regulations), however, to keep the deadline referred to in point 3 above, it is sufficient to send a statement of withdrawal prior to its expiration into one of the following ways:

- a) by post, to the address of INNUBIO Sp. z o.o. indicated in these Regulations,
- b) by email, to the following address: [kontakt@innubio.com](mailto:kontakt@innubio.com).

5. INNUBIO Sp. z o.o. , immediately after receiving the statement on withdrawal from the Agreement, will send the Customer or Partner confirmation of receipt of the declaration on withdrawal from the Agreement submitted in the manner provided for in point 5 lit. b) above.

6. In the case of effective submission by the Customer or Partner of a declaration of withdrawal from the Agreement, the Agreement shall be considered void. INNUBIO Sp. z o.o. - subject to clause 10 below - no later than within 14 days from the date of receipt of the withdrawal from the Agreement, return the Price including delivery costs, however, if the Customer or Partner chooses the delivery method other than the cheapest standard delivery method offered by INNUBIO Sp. z o.o. , INNUBIO Sp. z o.o. is not obliged to refund the additional costs of returning the Products incurred by the Customer or Partner. The return of the Price together with the costs of Delivery will be made using the same method of payment as the Customer or Partner used, unless otherwise stated in the statement of withdrawal from the Agreement, and the Customer or Partner expressly agrees to another method of returning the Price, which will not be he was involved with no costs.

7. In case of effective submission by the Customer or Partner of a declaration of withdrawal from the Agreement, the Client or Partner is obliged to return to INNUBIO Sp. z o.o. received Products immediately, but no later than 14 days from the date on which the Customer or Partner rescinded the Agreement. To preserve the above of the deadline, it is enough to return the Products to the following address: INNUBIO Sp. z o.o ul. Cieszyńska 17, 62-800 Kalisz before its expiration.

8. The Customer or Partner bears direct costs of returning the Products, i.e. costs of sending the returned Products

to the address indicated in point 7 above.

9. INNUBIO Sp. z o.o. may withhold the return of the Price referred to in point 7 above, until receiving the returned Products or delivery by the Customer or Partner of proof of their return.

10. The right to withdraw from the Agreement is not vested in the Customer or the Partner with respect to the Agreements regarding:

- a) products which deteriorate quickly or have a short shelf-life,
- b) products, delivered in a sealed package, which can not be returned after opening the packaging due to health protection or hygiene reasons, if the packaging has been opened after delivery,
- c) products which, after delivery, due to their nature, are inseparably connected with other things,
- d) products that are audio or visual recordings or computer programs delivered in a sealed package, if the packaging has been opened after delivery,
- e) products in the form of digital content that are not recorded on a tangible medium, if the performance began before the deadline for withdrawal from the Agreement.

## § 7 Complaints

1. INNUBIO Sp. z o.o. bears liability towards the Client or the Partner who is a consumer within the meaning of art. 221 of the Act of 23 April 1964. Civil Code, if the sold Product has a physical or legal defect (warranty), however, a physical defect is incompatibility of the Products supplied with the Agreement.

2. Pursuant to these Regulations, the liability of INNUBIO Sp. z o.o. under warranty for a customer or partner who is not a consumer within the meaning of art. 221 of the Act of 23 April 1964. The Civil Code is excluded.

3. Responsibility of INNUBIO Sp. z o.o. under the warranty referred to in item 1 above, it is updated after the Customer or Partner submits relevant information about the defect of the purchased Product along with a specific request for replacement for free from defects or removal of the defect, containing a detailed description of the defect, indicating the date of the defect detection, with attached photographs showing defects, to which a copy of the Agreement will be annexed and a copy of the fiscal receipt or VAT invoice, hereinafter referred to as the "Complaint", which may be submitted:

- a) by post, to the address of INNUBIO Sp. z o.o. indicated in these Regulations,
- b) by email, to the following address: [kontakt@innubio.com](mailto:kontakt@innubio.com)

4. The complaint will be considered within 14 days from the date of its receipt by INNUBIO Sp. z o.o. . The method of considering the Complaint, Client or Partner will be notified by INNUBIO Sp. z o.o. by post or e-mail to the address of the Customer or Partner indicated in the Complaint.

5. If the Complaint jointly meets the following conditions, i.e. .:

- (a) it will be effectively folded, in accordance with the requirements set out in point 3 and point 4 above,
- b) will be considered by INNUBIO Sp. z o.o. in favor of the Client or Partner,
- c) The Customer or Partner will deliver the Product to the following address: INNUBIO Sp. z o.o. ul. Cieszyńska 17, 62-800 Kalisz INNUBIO Sp. z o.o. Replace the defective Product with a product free of defects or remove the defect within a reasonable time.

6. The Customer or Partner's use of the possibility of submitting a Complaint does not exclude the possibility of a Customer or Partner submitting a statement of price reduction or withdrawal from the Agreement, unless INNUBIO Sp. z o.o. immediately and without undue inconvenience to the client or partner, he will fulfill the obligations set out in point 4 above. If it is not possible to replace the Product, remove the Product defect, INNUBIO Sp. z o.o. lower or refund to the Customer or Partner the Price, according to the rules set out in § 6 point 7 of these Regulations, at the choice of the Client or Partner.

## § 9

### Powers and responsibilities of INNUBIO Sp. z o.o.

1. INNUBIO Sp. z o.o. reserves the right to delete the Customer's account:
  - a) if the Customer does not use the account for a period of 12 months,
  - b) if the Client, as a result of subsequent Registration, creates subsequent accounts, in particular to avoid limitations resulting from these Regulations,
  - c) if the Customer deliberately and repeatedly violates the restrictions resulting from these Regulations,
2. INNUBIO Sp. z o.o. reserves the right to delete the Partner's account in the event of termination of the contract for participation in the System, connecting INNUBIO Sp. z o.o. with Partner.
3. INNUBIO Sp. z o.o. will take actions to ensure the correct operation of the website, to the extent resulting from the obligations of INNUBIO Sp. z o.o. specified in these Regulations and with current technical knowledge and undertakes to remove in due time any irregularities reported by persons using the Store, where INNUBIO Sp. z o.o. is not responsible for non-culpable IT system failures and unavailability of the Store, in particular caused by force majeure or third parties.
4. The Client or Partner should immediately notify INNUBIO Sp. z o.o. about any disruptions or interruptions in the functioning of the Store, sending for this purpose appropriate information along with a description of the existing disturbances in writing to the following address: INNUBIO Sp. z o.o. or to the e-mail address: kontakt@innubio.com

## § 10

### Final Provisions

1. In order to delete the Customer's account from the Store, one should send an e-mail requesting to delete the account:
  - a) by post, to the address of INNUBIO Sp. z o.o. indicated in these Regulations,
  - b) electronically, to the following address: kontakt@innubio.com from the e-mail address indicated during the Registration.
2. Persons using the Store may obtain free access to the content of these Regulations at any time via the reference provided on the Store's website and download it, record it and print it out.
3. In all matters not covered in these Regulations, the provisions of the Act of 23 April 1964 shall apply. The Civil Code, and other laws, and with regard to consumers also the Act of May 30, 2014. on consumer rights.
4. The provisions of these Regulations should be interpreted in a way that ensures their compliance with applicable law.
5. If one or more provisions of these Regulations are considered invalid or announced as such as a result of legislative changes, changes in regulations or a final decision of a competent court, the remaining provisions will remain in force and will apply in the existing scope.
6. Settlement of any disputes arising between INNUBIO Sp. z o.o. and a customer or partner who is a consumer within the meaning of art. 221 of the Act of 23 April 1964. Civil Code, subject to the competent courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure, and disputes arising between INNUBIO Sp. z o.o. and a customer or partner who is not a consumer within the meaning of art. 221 of the Act of 23 April 1964. Civil Code - a court with jurisdiction over the seat of INNUBIO Sp. z o.o. .
7. Copying the content of these Regulations, contents posted on the Store's website by INNUBIO Sp. z o.o. and solutions available in the Store in whole or in part, making them available outside of the Store and using it in a different way for purposes unrelated to the provision by INNUBIO Sp. z o.o. services referred to in § 2 of these Regulations, without written consent under pain of nullity of INNUBIO Sp. z o.o. is forbidden.
8. Trade mark INNUBIO Sp. z o.o. and all graphic signs or other than graphic, any illustrations, images and logos, and all content on the Store's website are the exclusive property of INNUBIO Sp. z o.o. or the respective owner of intellectual property rights.

9. It is forbidden to completely or partially reproduce, modify or use the above trademarks, illustrations, images and logos, or other content on the Store's website for any reason and on any medium, without prior written consent, under the pain of nullity of INNUBIO Sp. . z o.o. or the respective owner of intellectual property rights. The above is also applicable to all copyrights regarding drawings, designs and patents held or used on the Store's website.

10. INNUBIO Sp. z o.o. reserves the right to change the provisions of these Regulations for important technical, legal and / or organizational reasons, however the amendment of these Regulations becomes effective on the date indicated by INNUBIO Sp. z o.o. , not shorter than 14 days from the moment of making available on the Store's website information on the change to these Regulations and its amended content.

11. In the event of a change to the Regulations referred to in point 10 above, Orders placed by Clients or Partners prior to the entry into force of the provisions of the Regulations will be implemented in accordance with the provisions of these Regulations in force on the day of placing the Order.

12. These Regulations come into force on the day of its publication on the Store's website and are valid for an indefinite period.

Attachments:

1. **Appendix no 1** – the form for agreement cancelation

## Appendix 1

### FORM FOR AGREEMENT CANCELATION

(this form should be filled in and returned only if you wish to withdraw from the contract)

**- Addressee**

INNUBIO limited liability company, based in Kalisz at ul. Cieszyńska 17, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for Poznań - Nowe Miasto and Wilda in the ninth Economic Department of the National Court Register under the KRS number: **0000718407**, Tax Identification Number: **6182170968**; fax ....., e-mail .....

- Ja / My (\*) hereby inform / inform (\*) about my / our withdrawal from the contract of sale of the following items (\*) contract for the supply of the following items (\*) contract for a work involving the following items (\*) / for the provision of the following service (\*)

- Date of conclusion of the contract (\*) / receipt (\*)

- Name and surname of consumer (s)

- Consumer (s) address

- Signature of the consumer (s) (only if the form is sent in paper version)

- Date

(\*) Delete if not applicable.