

Terms and Conditions

www.burman-robinson.com

I. Definitions of terms used in the Terms and Conditions

Online Store or Store – an online service in the Store system (information exchange system and remote selection and purchase of Goods or Services) available under www.burman-robinson.com through which the Customer may, in particular, place Orders.

Seller – The Burman Robinson sp. z o. o. with its Registered office in Warsaw (postal code: 02-001), Aleje Jerozolimskie 85/21, registered in the National Court Register under the number: KRS 0000750545; REGON 381417408; NIP 5252764840, share capital 5 000 PLN paid in full, e-mail address: office@burman-robinson.com, phone number: <tel:+48694907030>.

Store credit - type of refund offered by Company to a Customer that allows an individual to purchase something in the Store up to the value of a returned product or service

Customer – a natural person (adult) referred to in Article 22(1) of the Civil Code (a natural person performing a legal act with an entrepreneur not directly related to his or her business or professional activity), a legal person or an organizational unit that is not a legal person, whose regulations specifically grant legal capacity, who makes an Order within the Store.

Goods and Services – products and services presented and offered in the Online Store by the Seller, used interchangeably.

Account – a personal administrative and information panel of the Customer in the Online Store, created automatically as a result of correct registration, where data are collected and stored, in particular on the Orders placed by him and the data provided during registration.

Registration – creation by the Customer of an Account in the Online Store.

Shopping Cart - a system tool (functionality) that facilitates Customers making purchases in the Online Store, in particular allowing them to collect selected offers in one place in Order to place an aggregate Order. The Cart is created automatically as a result of "clicking" the option "Add to Cart".

Order – a statement of the Customer's will, aimed directly at concluding a Sale Agreement, specifying in particular the type and number of Goods.

Agreement – an agreement for the sale of Goods or Services within the meaning of the Civil Code, concluded between The Burman Robinson sp. z o. o. and the Customer, concluded at a distance, using the Online Store.

Newsletter - an electronic mail distribution service provided by The Burman Robinson Sp. z o. o. via email, which enables its users to receive marketing content, in particular information about new products and promotions in the Online Store, from The Burman Robinson Sp. z o. o.

Working days - days from Monday to Friday, with the exception of days off from work.

II. General provisions

1. The Online Store is operated and administered by the Seller (also in the field of personal data).
2. The purpose of the Store is to enable Customers to familiarize themselves with the Goods and Services offered by the Seller, including their prices and availability, and to conclude contracts for the sale of Goods and Services at a distance.
3. These Terms and Conditions set out the rules for the Seller to sell Goods and Services using the means of distance communication in the form of an Online Store, as well as the rules for Customers to use the Online Store and additional functionalities made available through the Online Store (Services provided electronically, listed in these Terms and Conditions).
4. In the scope of providing Services through electronic means, these Terms and Conditions are a regulation within the meaning of Article 8 of the Act of 18 July 2002 on the provision of electronic Services.
5. The use of the Store is possible provided that the Customer's ICT system meets the following minimum technical requirements: a computer or a mobile device with Internet access (with a processor of min. 800MHz; 512MB RAM; graphics card and screen supporting 800x600 resolution and 56 colors); installed Internet Explorer version 10 or later or the latest browser versions (including mobile): Chrome, Firefox, Opera, Safari with JavaScript enabled; have a current, active and properly configured e-mail account; the ability to read files in Portable Document Format (pdf).
6. The Customer may at any time access the current version of these Terms and Conditions at <http://burman-robinson.com/terms-and-conditions/> and through the internet link posted on the main page of the Store, as well as print it at any time.

III. Information about Goods, Services and prices

1. Information about the Goods and Services offered by the Online Store for sale is available on the website www.burman-robinson.com. This information is placed together with information on the properties and prices of Goods and Services. Photos and descriptions of the Goods posted in the Online Store are subject to technical restrictions and are intended only to enable the Customer to form a general idea of the properties, appearance and performance parameters of the Goods. In addition, the technical description of the Goods may contain simplifications related to its transformation into a readable and appropriate for the purpose of its placement in the Online Store version. For the avoidance of doubt, this provision does not have the effect of limiting the Seller's liability to Customers and natural persons entering into a contract directly related to its business activity, if the content of this contract shows that it does not have a professional character for this person.

2. Only Goods that are marked with the buttons "Add to cart" and Services related to such marked Goods are offered for sale through the Online Store.
3. Prices of Goods and Services are included in the description of Goods and Services.
4. All prices of Goods and Services published on the website of the Store are given in Polish zloty, include National VAT and excise (if, on the basis of separate regulations, the sale of Goods or Services is subject to VAT or excise tax).
5. The Store may make changes to the descriptions and prices of Goods and Services. The above right does not affect the prices of Goods Ordered before the date of the change.
6. Information on the existence and content of the warranty, as well as post-sale Services and the method of their implementation - if they are provided - are included in the description of the Goods

IV. Orders

1. The parties to the contract for the sale of Goods concluded through the Online Store are the Seller and the Customer. The Online Store is not a trading platform (a website that allows you to enter into contracts with other entrepreneurs or individuals).
2. Customer Orders are accepted through the website of the Online Store (in the domain <http://burman-robinson.com>) after going through the entire procedure of placing an Order.
3. Orders can be placed during the availability of the Store's website (as a rule, for 7 days a week and 24 hours a day, however, due to technical limitations, the Seller does not guarantee the constant availability of the Store's website).
4. The contract for the sale of Goods is concluded when the Customer, after completing the entire procedure, places an Order (i.e., clicks the "Place order" button), which means that he has accepted the Seller's offer submitted through the Store. At this point, the sales agreement concluded between the Seller and the Customer is legally binding.

V. Procedure for placing an Order for Goods

1. The Customer selects the Goods and their quantity by clicking on the "Add to Cart". The "Cart" window shows the quantity of selected Goods in the Cart, their unit price, value and the total value of the entire Order.
2. By repeating the above procedure, the Customer can collect more Goods in the basket or increase their quantity.
3. The Customer can check the contents of his Cart by clicking on the "View Cart" button, where he also receives final information about the cost of the Goods and ordered Services.
4. At this stage, the Customer can also verify the contents of his Cart and make any changes (e.g., quantity of Goods), recalculate the value or delete the Goods. Clicking on the product name in the "Product" column opens a page with detailed information about the product. To remove an item from the Cart, use the " X " button.

5. After adding all the ordered Goods to the Cart and finally checking its contents, the Customer continues the ordering procedure by clicking the "Proceed to checkout" button and proceeds to the next step "Billing details", where he provides invoice data, chooses payment method and expresses formal consent.

At this stage, the client can choose one of three options:

- a) " Log in " - a customer who has an account in the Store on the website <http://burman-robinson.com> if you have not logged in before, enter your email address and password.
- b) "Create an account" - if the Customer does not yet have an account in the Store <http://burman-robinson.com> at this stage it is possible to create an account (more about registration on the website in point XI of these Terms and Conditions). Registration is voluntary.
- c) "Order without registration " - each Customer can make purchases without registration, each time providing all the data required for the execution of the Order (in a manner similar to the registration process – point. XI of the regulations).

6. If all the data is correct, the Customer places an Order by clicking on the "Place order" button. This is the moment when the Agreement is concluded (the transaction conditions in effect at that time are binding and final for both the Seller and the Customer).

7. After placing an Order, the Customer receives an automatic e-mail with information containing confirmation of acceptance of the Order for execution and information about the status of his Order.

8. The status and details of the Order (if the Customer did not make purchases without registration) can be checked at any time in the "Orders" tab after logging in to the account in advance. In addition, all relevant data from the submitted Order will be additionally sent to the Customer to the e-mail address provided by him (the content of the information received in this form can be printed by the Customer).

VI. Delivery

1. The Store does not provide the delivery of the purchased Goods and Services.
2. The Store only offers the possibility of personal collection of the purchased Goods on the terms specified by the Store managers.

VII. Methods and forms of payment

1. The Customer can make payment for the ordered Goods and Services in the following way:
 - a) online transfer or debit card (including: BLIK and Apple Pay/Google Pay and traditional transfer) - through Przelewy24,
 - b) Store credit - through the implementation of funds in the client's personal account,
 - c) personally, by cash or credit/debit card in the office of the Seller,

- d) online transfer or debit card (including: BLIK and Apple Pay and traditional transfer) - through Przelewy24 or personally by cash or credit/debit card in the form of installments.
2. The Customer chooses the method of payment when placing an Order for Goods and Services (on the "Cart" page).
 3. Depending on the payment method made by the Customer:
 - a) in the case of payment by online bank transfer or debit card, the amount due for the Goods and Services is charged as an advance payment, which means that the Goods are made available for collection only after receiving the payment made in accordance with the rules of payment service Przelewy24,
 - b) in the case of Store credit payment, the amount due for the Goods and Services is charged as an advance payment, which means that the Goods are made available for collection after the balance of Client's personal account has been reduced.
 - c) in the case of payment by cash or credit/debit card upon personal visit, the amount due for the Goods is charged as an advance payment, which means that the Goods are made available for collection only after issuing a payment confirmation,
 4. In the case of choosing online transfer or debit card as the payment method, the Sale Agreement expires if the Customer fails to make the payment in accordance with the regulations of the payment service provider within 7 days from the date of placing the order.
 5. The "online money transfer" service (including: BLIK, Apple Pay and traditional money transfer) via the PRZELEWY24 portal is provided by DialCom24 Spółka Z ograniczoną odpowiedzialnością with its Registered office in Poznań (60-327) at ul. Kanclerska 15, entered into the National Court Register under KRS number 0000306513, share capital in the amount of 1.697.000 PLN, NIP 7811733852, REGON 634509164.
 6. The "card payment" service via PRZELEWY24 portal are provided by PayPro Spółka Akcyjna with its Registered office in Poznań (60-198) at ul. Pastelowa 8, entered into the National Court Register under KRS number 0000347935, share capital paid in the amount of PLN 4,500,000, NIP 7792369887, REGON 301345068.
 7. The credit/debit card operator is PayPro SA, ul. Pastelowa 8, 60-198 Poznań, entered into the National Court Register under KRS number 0000347935, NIP 7792369887, REGON 301345068.
 8. Detailed conditions for making payments through PRZELEWY24 are available on the website www.przelewy24.pl.
 9. In the case of the expression of the will to divide the payment into installments, the above rules are subject to the following modifications:
 - a) Installment payments can be made via online transfer or credit/debit card. In the case of personal collection, the fee can be paid in cash, Store credit, or by credit/debit card,
 - b) the Sale Agreement expires in the absence of the first installment within the time limits specified in paragraph 4,
 - c) the Sale Agreement expires in the absence of the second or the third installment within 7 days after receiving a request to pay,

d) The Goods are made available after receiving the payment for the first installment.

10. In the case of the expression of the will to divide the payment into installments, the Customer is obliged to pay the second and the third (if there is one) installments within 7 days after receiving a request to pay. The mechanism (link) enabling the choice of the form of payment of the installments and its electronic execution will be sent to the Customer in an e-mail informing about the completion of the Order and indicating the need to pay the installments, and may also be sent again to the Customer after later contact with the Seller.

13. Forms of payment available occasionally (e.g., promotions) are not available if you prefer to divide payments into installments (possible use of promotions requires the choice of a one-time payment for an Order).

14. Forms of payment may not be combined in a single payment, except for the payment of a gift card and the simultaneous payment of the rest of the price in the following forms (if this form of payment is acceptable for the entire Order):

- a) by online transfer or payment card,
- b) payment during personal visit.

VIII. The right to withdraw from the Agreement

1. The Customer has the right to withdraw from the Sale Agreement within 14 working days with a prior giving of the reason.
2. The deadline for withdrawal from the contract expires after 14 working days from the date on which the payment is made.
3. In Order to exercise the right of withdrawal, the Customer must inform the Seller of his decision to withdraw from this agreement by means of an unambiguous statement (for example, a letter sent by post, fax or e-mail).
4. The Customer may complete and send the withdrawal form or any other unambiguous statement by electronic means to office@burman-robison.com. If he uses this possibility, he will be sent a confirmation of receipt of information about the withdrawal from the contract on a durable medium (for example, by e-mail).
5. In Order to comply with the withdrawal period, it is sufficient to send information on the exercise of the right of withdrawal before the expiry of the withdrawal period.
6. In the event of withdrawal from the contract, the Seller shall reimburse all payments received, upon processing application and inspecting the reasons for withdrawal.
7. The refund will be made using the same payment methods as were used in the original transaction, unless the Customer expressly agrees to a different solution. In any case, the Customer does not bear any costs in connection with the refund.
8. To the declaration of withdrawal or to the Goods, the Customer should attach a previously received receipt or VAT invoice - which will facilitate the recognition of the application.
9. The provisions of this paragraph shall also apply mutatis mutandis to a natural person entering into a contract directly related to his or her business activity, where it is clear from the content of that contract that it does not have a professional character for that person.

IX. Complaint of Goods

1. Customers have the right to lodge a complaint about the Goods in the mode of non-compliance of the Goods with the contract in accordance with the Customer Rights Act. The Seller is responsible for the lack of conformity of the Goods with the contract existing at the time of their implementation and disclosed within two years from that time.
2. The Complaint can be submitted in the form of an unambiguous statement by email: office@burman-robinson.com.
3. Upon receipt of the complaint, the Seller will immediately contact the Customer to determine the further course of action.
4. Complaints are considered within 14 days from the date of receipt by the Seller.
5. A natural person entering into a contract directly related to his / her business activity, when it follows from the content of this contract that he / she does not have a professional character for this person, has the right to lodge a complaint about the Goods in the mode of non-compliance of the Goods with the contract in accordance with the Customer Rights Act. The provisions of this paragraph shall apply mutatis mutandis.

X. Promotions

1. The Store may organize promotions covering the price of one or more Goods or other conditions of purchase.
2. Promotions are not combined (unless otherwise expressly stated in the promotion terms).
3. Promotions do not include transactions made (contracts concluded) before the date indicated as the starting day of the promotional period (unless otherwise expressly stated in the terms of the promotion).
4. Unless otherwise indicated, in the case of a promotion, the price crossed out is the lowest price from 30 days before the discount.

XI. Registration on the website

1. Registration is carried out by filling in the form „Register”, available in the „My account” tab, at www.burman-robinson.com.
2. Registration of persons requires:
 - a) the name,
 - b) names,
 - c) e-mail address,
 - d) passwords (and password repetitions),
 - e) telephone number,
 - f) postal code,

- g) confirmation of familiarization with these Terms and Conditions and acceptance of their content.
3. After clicking on the "Register" button, the Customer will receive a message confirming the creation of an account with further instructions for confirming registration.
 4. To activate your account, follow the commands in your email. Until then, the account will remain inactive.
 5. The Customer may at any time request its removal from the Seller (by contacting him in any way).
 6. The client is obliged to keep the login and password secret.
 7. Registration allows you to use the following features:
 - a) making purchases,
 - b) tracking the status of Orders placed,
 - c) viewing archived Orders,
 - d) modification of registration data,
 - e) password reminder,
 - f) tracking the Online Store offer.
 8. Without the need to create a user account, the Customer has the opportunity to provide an e-mail address in Order to receive the newsletter.
 9. The Seller may delete a Customer account that:
 - a) violates these regulations,
 - b) provided false data during registration,
 - c) provided false data when placing an Order,
 - d) provided false data when making payments for Orders through Przelewy24.
 10. If the account is deleted in accordance with paragraph 9, any Orders placed shall be immediately terminated, which shall not exclude the Customer's right to claim compensation from the Seller.

XII. Conditions for Returns

1. In order for the Goods to be eligible for a return, please make sure that:
 - a) the Goods were purchased in the last 14 business days.
 - b) you possess the confirmation of payment for the Goods to be returned.
 - c) the reason for the return is justified.
2. The Goods cannot be returned if:
 - a) the return request is sent later than 14 days after making the payment;
 - b) within 14 days after making the payment the Goods were partially or completely realized and the quality of realization was at the proper level;
 - c) *The partial realization implies the provision of any consulting services to a Client by the Seller;

- d) you possess the confirmation of payment for the Goods to be returned.
3. We reserve the right to refuse returns of any merchandise that does not meet the above return conditions in our sole discretion.
4. Only regular priced Goods may be refunded. Unfortunately, Goods on sale cannot be refunded. This exclusion may not apply to you if it is not permitted by applicable law.

Refunds

1. After receiving Your return request, we will inspect whether your returned Goods have met the Conditions for Returns.
2. If the Conditions are met, we will approve the refund in the form of Store credit.
3. If Store credit is approved, you'll be automatically refunded to your personal account or a gift card (if you have any of these) within 10 business days.
4. If more than 15 business days have passed since we've approved your return, please contact us at: office@burman-robinson.com.

Contact us

If you have any questions about our Returns and Refunds Policy, please contact us by email: office@burman-robinson.com

XIII. Complaints about the operation of the Store

1. The seller takes actions to ensure the proper functioning of the Online Store in accordance with the current technical knowledge and undertakes to remove any irregularities reported by customers within a reasonable time frame.
2. The customer has the right to file a complaint with the Seller regarding any irregularities, defects or interruptions in the operation of the Online Store.
3. The customer may submit a complaint regarding the above-mentioned issues to the Seller at the email address: office@burman-robinson.com or in any other way permitted by law.
4. In the complaint, the customer should provide their name and surname (or company name), correspondence address, description, and date of the irregularity related to the functioning of the Online Store.

XIV. Newsletter

1. Everyone interested has the opportunity to subscribe to the newsletter (Newsletter) of the Online Store.
2. The interested party will receive the Newsletter by electronic means to the e-mail address provided by him / her, if he / she voluntarily agrees to the processing of personal data and to the Seller providing him / her with correspondence by electronic means.
3. The Customer can unsubscribe from the newsletter at any time (by clicking on the appropriate link in the sent correspondence or by contacting the Seller).

XV. Final provisions

1. The Customer undertakes to use the Store in accordance with the provisions of the law applicable in the territory of the Republic of Poland, the provisions of these Terms and Conditions, as well as with the customs adopted in this area, and not to provide or transmit content prohibited by the provisions of applicable law.
2. The Online Store, as well as all Services provided on the website www.burman-robinson.com, with regard to natural persons, are addressed only to persons of legal age.
3. The Seller is not a party to the Code of Good Practices. There is a possibility of using out-of-court methods for considering complaints and pursuing claims. The rules for accessing these procedures are provided by the organ selected by the customer.
4. Acting on the basis of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013, we provide:
 - a) electronic link to the online dispute resolution system (ODR): <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>
 - b) e-mail address-first point of contact: office@burman-robinson.com.
5. In connection with the availability of the search function, the Seller informs that assigning a specific visibility to products or the weight given to search results is based on the following general parameters (taken into account in the order given): the similarity of the search term to the product name, product availability, the similarity of the search term to the product category, the inclusion of the product in a promotional offer or sale, marking the product as new, and the popularity of the product among buyers.
6. The Seller may change the Terms and Conditions and launch a new version of the Store. The change in the Terms and Conditions becomes effective at the appropriate time indicated by the Seller, provided that sales agreements concluded before the changes come into force are conducted on the previous terms. If any provision of the Terms and Conditions is found by a court judgment to be invalid, the remaining provisions remain in force.
7. Using the Online Store, including placing orders, involves the processing of personal data. The detailed rules for processing personal data have been described by the Seller in the Privacy Policy available at <http://burman-robinson.com/privacy-policy/>.