

TERMS & CONDITIONS

FOR THE ONLINE SHOP

<https://inkstorm.eu/>

I. General provisions

1. These Terms and Conditions specify the general conditions and ways of provision of services electronically and selling via the Online Shop Ink-storm.co.uk.
2. The Shop is operated by Seller – Piotr Surdyk, Unii Lubelskiej 3, 61-249 Poznań /Poland, Vat number: PL7822489999, e-mail: info@inkstorm.eu, + 48 789223209.
3. These Terms and Conditions are always available at the website <https://inkstorm.eu/>, which allows to download, display, and record their contents by printing or saving them to a data carrier at any time.
4. Before proceeding with an order, you will be required to show that you have read and understood the following terms and conditions.
5. By placing an order through our site, you warrant that:
 - a) you are legally capable of entering into binding contracts; and
 - b) you are at least 18 years old.
6. The Customer is obliged to:
 - a) provide in the Order and in the registration forms, only true, up-to-date and all necessary data of the Customer and promptly update the data.
 - b) use the services made available by the Seller in a way that it does not interfere with the functioning of the Seller, the Online Shop and other Customers.
 - c) use the services made available by the Seller in a manner consistent with the applicable laws, and provisions of the Terms and Conditions.
7. We offer DTF, DTF uV, Flex/Flock printing services that use specialized technology to transfer designs onto various surfaces. We are dedicated to helping businesses and individuals create unique designs on a variety of fabrics and materials.

II. Technical Requirements

1. The Online Shop may be accessed if the IT equipment used by the Customer meets the following minimum technical requirements: a computer or a mobile device with access to the Internet, access to electronic mail, a browser Firefox, Chrome, Safari, Internet Explorer, Opera, enabling cookies and JavaScript in the web browser.
2. An active Internet connection is required to run and properly operate the Online Shop. The Seller is not a data transmission service provider. The costs of data transmission required to download, install, run, and use the Online Shop and Services are covered by its Users on their own on the basis of agreements concluded with telecommunications operators or another Internet provider. The Seller is not responsible for the amount of fees charged for the use of data transmission necessary to use the Services. The Seller recommends the Customers to use the Application or operating system functions consisting in measuring the transmitted data.
3. The Seller acknowledges that 100% availability of the Services is not technically feasible. However, we will make every effort to ensure that the website and services are available in the most permanent way possible.
4. The Seller makes no warranties or representations of any kind, express, statutory or implied as to the availability of telecommunication services from provider or access to the services at any time or from any location or any loss or damage connected with the services.

III. Electronic services in the online shop

1. The Services are rendered by the Seller free of charge, 24 hours a day, 7 days a week.
2. The Seller provides the following Electronic Services:
 - a) Account.
 - b) Shopping Cart.
 - c) Enabling Customers to place orders and conclude Sale Agreements under the terms specified in these Terms and Conditions.

3. Using the Account is possible after completing jointly and severally the following steps by the Customer:
 - Completing the registration form and accepting the provisions of these Regulations and our Privacy Policy,
 - Clicking on the "Register" box.
4. The Agreement for the provision of service which involves maintenance of an Account in the Online Shop shall be concluded for an indefinite period and shall be terminated when the Customer submits a request to remove the account or uses the button “Delete Account”.
5. After registering an Account, the Customer may log into the Online Shop by providing the e-mail address and password indicated during registration.
6. If you choose to register, you agree to provide and maintain accurate, current and complete information about yourself in your account. Registration data and personal information about you are governed by our Privacy Policy.
7. You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for all activities that occur under your password or account.
8. The Shopping Cart is an electronic service that begins when the Customer adds the first Product to the Cart. The Shopping cart is a one-time use, is provided free of charge and is terminated when the Customer places or ceases to place an Order. Depending on the available functionalities, the Shopping Cart may remember information about the Products selected by the Customer also after the end of the browser session but does not ensure the availability of products.
9. The Agreement for the provision of service which involves enabling Customer to place orders in the Online Shop shall be concluded for a definite period and shall be terminated when the Order is placed through it or when the Customer earlier terminates placing the Order through it.
10. The Seller has the right to organize occasional competitions and promotions, the terms and conditions of which will be announced on the Store's website. Promotions in the Online Shop cannot be combined, unless the Terms and Conditions of a given promotion provide otherwise.

11. The Customer may submit complaints relating to the provision of the electronic service via the Online Shop by sending an e-mail to info@inkstorm.eu.
12. The Seller will consider the complaint immediately, no later than within 14 days counted from the day the complaint was submitted.
13. The Customer may terminate with immediate effect the perpetual service for the provision of continuous electronic services at any time and without indicating reasons by sending an appropriate statement by e-mail to the following address: info@inkstorm.eu.
14. The Seller may terminate the Service Agreement for the following important reasons:
 - a) the manner of using the Electronic Services is contrary to the terms and conditions and the principles and purpose of the Online Shop.
 - b) the Customer's activity is contrary to the applicable moral norms, incites violence or committing a crime, as well as if it violates the rights of third parties.
 - c) the Customer provides illegal content or violates the provisions of the Terms and Conditions.
15. The declaration of termination of the Service Agreement submitted by the Seller will be sent to the e-mail address provided by the Customer.
16. The notice period for terminating the Service Agreement for each party is 14 days. Termination of the Service Agreement by either party is tantamount to deletion of the Account.
17. Either party withdrawing from the Service Agreement, or the Agreement being terminated by mutual consent, does not have an impact on the rights acquired by the parties before withdrawing from or terminating the agreement.

IV. Sales Agreement

1. We offer personalized prints on diverse surfaces with custom DTF /DTF UV transfers. We work with a wide range of products, providing our customers with a variety of options to choose from.

2. All products are made to your specifications or clearly personalized. These items are non-returnable unless the item is faulty or made to the incorrect measurements.
3. Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
4. Products may be ordered by clicking on the items you wish to purchase and then following the prompts that will appear on-screen. You may check and correct any input errors in your order up until the point at which you submit your order by clicking the "Confirm and Pay" button on the checkout page.
5. Orders can be placed by Internet users, who have correctly filled in registration form. Orders can be placed also without registration form. A user who does not have an Account must independently fill out the Order Form in the scope of his/her details necessary to conclude and execute the Sales Agreement.
6. As part of placing an order, the Customer provides his/her personal data marked in the order form as obligatory. Providing the personal data marked obligatory is voluntary yet is necessary for placing the order. Providing the personal data not marked as obligatory is voluntary and unnecessary for placing the order. A lack of due diligence while filling in the form may cause the Customer being obligated to cover additional expenses such as: compensation, costs of improper postage, costs of resending the order to the right address, or any other rightful costs incurred by the Online Shop to complete the Order.
7. The order form should include the Customer's first name, last name and postal address, phone number and email address.
8. After placing an order, you will receive an acknowledgment from us that your order has been received. You do, however, acknowledge that by clicking on the "Confirm and Pay" button, you enter into an obligation to pay for the Product(s). Where your order is accepted, this will be confirmed by sending you a confirmation (Order Confirmation). The contract between you and us in relation to the Product(s) ordered (Contract) will only be formed when we send you the relevant Order Confirmation. After entering the Contract, we will be under a legal duty to supply you with products that are in conformity with the Contract.

9. The Contract will relate only to the Product(s) which have been confirmed in the Order Confirmation.
10. The sales Agreement shall be concluded in English.
11. Order can be placed 24 hours a day, 7 days a week. The order implies an obligation to pay.

V. Price/ Payment

1. The price payable for the Products shall be as shown on our site in GBP. The prices shown are inclusive of any value added tax. Due to circumstances beyond our control, prices may have to be altered up or down, including any alterations to the rate of value added tax or sales tax. The current price will be shown when you place your order.
2. Delivery charges are clearly highlighted throughout the site www.ink-storm.co.uk.
3. The Customer may choose the following payment methods:
 - a) Stripe with credit or debit card (Visa/Mastercard).
 - for details, please check Payments section on our website <https://inkstorm.eu/>.
4. When making a payment, the Customer will be informed immediately before making the payment about the amount in which the payment should be made, about the possible methods of its execution.
5. The Customer agrees that the purchase documents (invoice / receipt) for the order will be sent electronically. The invoice sent to the customer uses the information he entered in his customer account. The Customer can edit this data each time he places an order through the website.

VI. Delivery

1. Orders shipped to the UK may be subject to additional Sales Taxes and Import Duties. The Customer will be responsible for payment of any such import duties and taxes.
2. The place of delivery is at the address given by the Customer to the Seller. Please check Delivery section on our website.

3. The total waiting time for the Customer to receive the Products (delivery date) consists of the time of preparation of the Order for dispatch by the Seller and the time of delivery of the Product by parcel delivery company.
4. The deadline for delivery and processing of the Order shall be calculated per Business Days. On the Shop websites, the Seller informs the Customer about the number of Business Days needed to process the Order and to deliver it, as well as about the delivery charges. It may be variable during holiday periods.
5. Errors in quantity of the delivered product or damages of the packages must be ascertained when receiving the delivery, with the presence of transportation company representative and notified to the seller as soon as possible.

VII. Risk and title

1. The Products will be at your risk from the time of delivery.
2. Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

VIII. Exercising your right to change your mind (Consumer Contracts Regulations 2013).

1. If you are contracting as a Consumer, you may cancel a Contract at any time within 14 days. In this case, you will receive a full refund of the price paid for the Products (Consumer Contracts Regulations 2013).
2. **If you are a Consumer, please note that you waive your right to a refund:**
 - a) **for the supply of goods that are made to the Consumer's specifications or are clearly personalized.**
3. **Please note that all our products are made to your specifications or clearly personalized.**

IX. Complaints procedure

1. The Seller shall have a sufficiently notified complaints procedure in place and shall handle the complaint in accordance with this complaint procedure.
2. Complaints should be sent to the following e-mail address: info@inkstorm.eu.
3. If any Product you order is damaged or faulty when delivered to you, you may have one or more legal remedies available to you, depending on when you make us aware of the problem, in accordance with your legal rights. Nothing in this section affects your legal rights.
4. The complaints submitted to the Seller shall be replied within a period of 14 days after the date of receipt. The Customer will be informed on the decision concerning the complaint via e-mail.
5. In the unlikely event that our Customer Relations team are unable to resolve your complaint, and you are still not satisfied following the conclusion of our complaints handling procedure, you may also refer your complaint to Retail ADR (previously 'The Retail Ombudsman'), which is a certified Alternative Dispute Resolution provider. RetailADR, 33 floor Euston Towers, 286 Euston Road, London, NW1 3DP, Email: enquiries@cdrl.org.uk – Web: www.retailadr.org.uk, Tel: 0203 540 8063.

X. Opinions in the online shop

1. The Customer of the Online Shop has the possibility to give a voluntary and free opinion. The subject of the opinion may also be the evaluation, or review of the purchased product in the Online Shop.
2. The Customers are only allowed to give opinions in relation to the purchased Products in the Online Shop. The opinion given by Customer may be deleted at any time.
3. The Customers are not allowed to enter into agreement only for the purpose of giving opinions.
4. The Seller and his employees are not allowed to give opinions.

5. The Customer's opinions are published by the Seller in the Online Shop or in an external service collecting opinions. The Customer's opinions are available to all visitors to the Online Shop.
6. The Seller verifies the reviews using the email address that was used in the purchase process or assigned to the user's account.
7. It is forbidden to conclude fictitious or apparent Sales Agreements in order to leave an opinion about the Product.
8. The Customer agrees to the free use by the Seller of opinions or other content placed by him as part of the Store Website.
9. The Seller does not post or commission the posting of false opinions or recommendations of Customers to other entities in order to promote its Products or does not provide sponsored opinions.
10. It should be noted that giving opinions by customers may not be used for unlawful activities, in particular for activities that constitute unfair competition against the Seller, or actions that infringe personal property, intellectual property rights or other rights of the Seller or third parties. The Seller is not responsible for such actions.
11. It is prohibited for the Customer to provide illegal content, which means information that is not lawful in itself or by reference to an action, including the sale of products.
12. The Seller informs that the opinions posted by the Customers are not automatically evaluated for prohibited content.

XI. Virus

1. We cannot guarantee that our website will be secure or free from bugs or viruses. You should use your own virus protection software.
2. You must not misuse our Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our Services, the server on which our Services are stored or any server, computer or database connected to our Services. You must not attack our Services via a denial-of-service attack or a distributed denial-of service attack.

3. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your registration and right to use our Services will cease immediately.

XII. Our responsibility for loss or damage suffered by you.

1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
2. We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
3. Nothing in these terms and conditions shall limit or exclude our liability to you:
 - a) for death or personal injury caused by our negligence.
 - b) for fraudulent misrepresentation.
 - c) for breach of any term implied by the Consumer Rights Act 2015 and which, by law, may not be limited or excluded.
 - d) under Part I of the Consumer Protection Act 1987; or
 - e) for any other liability that, by law, may not be limited or excluded.
4. We will be not liable or responsible for any failure to perform, or delay in performance of, any of our obligations under any Contract that is caused by events outside our reasonable control.

XIII. Written communication

1. Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

XIV. Force majeure

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by any act or omission outside our reasonable control (Force Majeure Event), including, without limitation, industrial action, civil commotion, terrorist attack, war, fire, explosion, storm, flood, earthquake, epidemic or other natural disaster, any impossibility of the use of transport, any impossibility of the use of telecommunications and the acts, legislation, regulations or restrictions of any government.
2. The Party affected by such events must inform the other party promptly, no later than 10 business days after said event occurs.
3. The parties agree that they will work together to determine how best to fill the order while the force majeure incident persists.

XV. Severability clause

1. If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms,

conditions and provisions which will continue to be valid to the fullest extent permitted by law.

XVI. Governing law/disputes

1. You hereby agree that any dispute (either contractual or non-contractual) arising out of, or in connection with, this Agreement will be governed by and construed in accordance with the laws of England and Wales.
2. As a Consumer resident in the United Kingdom or the European Union:
 - a) you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in this Agreement affects your rights as a consumer to rely on such mandatory provisions of local law.
 - b) you may bring any dispute (either contractual or non-contractual) that may arise under or in connection with this Agreement, at your discretion, to the competent courts of England and Wales or to the competent court of your country of habitual residence, which courts are competent to settle such a dispute. We shall bring any dispute (either contractual or non-contractual) which may arise under this Agreement to the competent court of your country of habitual residence if this is in within the United Kingdom or an EU Member State.
3. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

XVII. Final provisions

1. All content on the website including, without limitation, logos, registered trademarks, text, photographs, images, drawings, models or charts, is protected by UK and International intellectual property laws. None of the content may be downloaded, copied, reproduced, republished, posted, transmitted, stored, sold or distributed without the prior written permission of the copyright holder.
2. Users agree that all access and use of this Website <https://inkstorm.eu/> and its content is at their own risk. The Seller shall not be liable in any manner for any direct or indirect

damages arising out of access to the Website or downloading content including images, text, or video files.

3. A person who is not a party to these Terms and Conditions shall have no right to enforce any term under the Contracts (Rights of Third Parties) Act 1999.
4. The Seller reserves the right to modify these Terms and Conditions. Each Customer shall be informed about any changes to these Terms and Conditions by information available at the homepage of the Online Shop presenting a list of amendments and their effective dates. The Customers who possess an Customer Account shall be additionally informed about the changes and presented with their list by a message sent to their electronic mail address. The effective date for any amendment shall fall at least 14 days after its publication. If the Customer who has a Customer Account does not accept the amended Terms and Conditions, he shall be obliged to notify this fact to the Seller within 14 days from being informed about the amendment of the Terms and Conditions. Notification of non-acceptance of the new Terms and Conditions shall result in termination of the Agreement.
5. These Terms and Conditions come into force on 01.01.2025.