

§1. GENERAL PROVISIONS

The online store operating at <https://pocohierba.pl> is run by PROTOTECH3D Spółka z ograniczoną odpowiedzialnością, with its registered office at ul. Graniczna 1F/3, 35-326 Rzeszów, Poland, entered into the Register of Entrepreneurs of the National Court Register under KRS number 0001069713, NIP: 5170441438, REGON: 526965003.

The Seller may be contacted via:

- e-mail: poco.hierba@gmail.com
- telephone: +48 577 616 698

These Terms and Conditions define the rules for using the Store, placing orders, making payments, delivery, withdrawal from the contract, submitting complaints, and the liability of the parties.

Each Customer is required to read these Terms and Conditions before placing an order.

§2. DEFINITIONS

Store / Service – the online store available at <https://pocohierba.pl>.

Seller - PROTOTECH3D Sp. z o.o.

Customer - a natural person with full legal capacity, a legal person, or an organizational unit making a purchase in the Store.

Product - movable goods offered in the Store, in particular accessories intended for smoking tobacco and legal herbal material permitted for sale in accordance with the laws applicable in the place of use (e.g., CBD products).

Sales Agreement - a distance contract concluded between the Seller and the Customer.

Order - a declaration of intent made by the Customer aimed at concluding a Sales Agreement.

§3. AGE RESTRICTION

The Store is intended exclusively for persons who are at least 18 years of age.

Access to the Store and placing an order requires confirmation of legal age.

The Seller may apply age verification mechanisms (e.g., age gate).

The Seller reserves the right to refuse order fulfillment in case of justified doubts regarding the Customer's age.

§4. PLACING ORDERS

Orders may be placed 24 hours a day via the Store's website.

Providing the data necessary for order fulfillment is required to place an order.

By placing an order, the Customer declares that:

- they have full legal capacity and are at least 18 years old,
 - they have read and accepted these Terms and Conditions,
 - they have read the Privacy Policy,
 - the purchased Products will be used solely in accordance with their intended purpose and applicable law.
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§5. ORDER FULFILLMENT AND DELIVERY

The order fulfillment time is up to 10 business days and is calculated:

- for card payments - from the moment of payment authorization,
- for bank transfers - from the moment funds are credited to the Seller's account.

Available delivery methods and their costs are displayed in the shopping cart and on the product page.

The Seller shall not be liable for delays or failure to fulfill an order resulting from the Customer providing incorrect data.

Sales are conducted within selected European Union countries, the United States of America, and other countries where shipping is available during the checkout process.

Customers placing orders outside the territory of the Republic of Poland are responsible for ensuring that the ordered Products may be legally imported and used in the country of delivery.

The Customer is responsible for any customs duties, import taxes, or other charges imposed under the laws of the country of delivery.

§6. PAYMENTS

The Store offers the following payment methods:

- bank transfer,
 - cash on delivery,
 - electronic payment via the payment operator tpay.com.
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§7. PRODUCT DESCRIPTIONS

Each Product includes a description, photographs, and a gross price.

Product images are for illustrative purposes only.

The Seller makes every reasonable effort to ensure that Product descriptions are accurate and up to date.

§8. WITHDRAWAL FROM THE AGREEMENT

A Consumer has the right to withdraw from the Sales Agreement within 14 days from the date of receiving the Product without providing any reason.

Detailed rules regarding withdrawal from the agreement are governed by applicable consumer protection laws.

§9. COMPLAINTS

The Customer has the right to submit a complaint if the Product is not in conformity with the contract.

Complaints should be sent to: poco.hierba@gmail.com.

The Seller shall respond to the complaint within 14 days of its receipt.

§10. PRODUCT PURPOSE AND LIABILITY

The Products offered in the Store constitute accessories intended for smoking tobacco and legal herbal material permitted for sale in accordance with the laws applicable in the place of use.

The Products are not intended for use with substances prohibited under applicable law.

The Seller shall not be liable for the use of the Products in a manner inconsistent with applicable laws or their intended purpose.

The Customer bears full responsibility for the manner in which the purchased Products are used.

The Products offered in the Store do not constitute tobacco products or nicotine-containing products within the meaning of applicable law.

In the case of international sales, the Seller shall not be liable for legal restrictions applicable in the country of delivery or for consequences arising from the use of the Products in violation of the laws applicable in the place of use.

§11. PERSONAL DATA

Customers' personal data are processed in accordance with applicable law and the provisions of the Privacy Policy.

Detailed information regarding personal data processing is available in a separate document - the Privacy Policy.

§12. FINAL PROVISIONS

These Terms and Conditions are continuously available on the Store's website.

In matters not regulated herein, the provisions of Polish law shall apply, subject to mandatory consumer protection laws applicable to the Customer.

The Seller reserves the right to amend these Terms and Conditions for important legal or organizational reasons.