

Terms and Conditions

Definitions

In these Terms and Conditions “ENE ONUH”, “we” or “us,” “eneonuh.pl” means FUNDACJA EXPERIENCE AFRICA company with showroom and office at Mostowa 27/29 in Warsaw and with headquarters in Warsaw, address: Pomorska 5/105, REGON: 381650441, NIP: 5242875911. “Customer” or “You” means the person buying or requesting services and / or products from Ene Onuh Company.

General information

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with the following Terms and Conditions of use, which together with our Privacy Policy govern Ene Onuh’s relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The following Terms and Conditions will apply between you and Ene Onuh, when you buy an item from eneonuh.pl.

- Your contract for purchases made through eneonuh.pl is with Ene Onuh and you undertake that all goods ordered by you are for your own private and domestic use only and are not for resale.
- You must be eighteen years old or older to use this site. If you are under eighteen, you may only use this site with the agreement of, and under the supervision of, a parent or guardian.
- You warrant that all details you provide to Ene Onuh for the purpose of ordering or purchasing goods are true, accurate, current and complete and that the credit or debit card you are using is your own and that there are sufficient funds in your account to cover payment of the product(s) ordered.
- You agree that e-mail can be used as a long-distance means of communication.
- During the registration process, you will choose a username and password. You are responsible for all actions taken under that username and password and must only purchase from eneonuh.pl under your own username and password. You must make every effort to keep your password safe and should not disclose it to anyone. If you think someone else might know it, you must change it. You may not transfer or sell your username to anyone, nor permit, either directly or indirectly, anyone to use your username or password. If there are any changes to the details supplied by you it is your responsibility to inform Ene Onuh as soon as possible.
- It is forbidden to use a false name. Anyone caught deliberately entering an incorrect or fictitious order will be prosecuted to the fullest extent of the law.
- Ene Onuh reserve the right to end our agreement with you and to suspend or terminate your access to the site immediately and without notice to you if:
 - a) you fail to make payment to us when due
 - b) you breach any of our terms and conditions
 - c) when requested by us to do so, you fail to provide within a reasonable time frame, enough information to let us check the accuracy and validity of any information supplied by you, or your identity

d) we suspect you have engaged, or are about to engage, or have way of being involved in fraudulent or illegal activity on eneonuh.pl.

Your responsibilities if you break these conditions

You agree that if you break these Conditions, or any liabilities are incurred arising out of your use of this website, you will be responsible for the costs and expenses that we or our officers, directors, employees, agents and suppliers incur as a result of the breach, including reasonable legal fees (if applicable). You will remain liable if someone else uses your shopping account and/or personal information unless you can prove that such use was fraudulent.

Ordering

- When placing an order, you agree that any and all information given is accurate and complete.
- All orders are subject to acceptance and product availability.
- Availability information for products is listed on each individual product description. If eneonuh.pl cannot supply the goods in accordance with the timeframe provided, we will not charge you until the items are available for delivery under the specified timeframe. If any change to the expected delivery time occurs you will be notified by our team.
- All prices listed on eneonuh.pl are correct at the time of entering the information, however, we reserve the right to change prices of any product at any time. All prices include applicable taxes (for the sales within EU).
- No contract for the sale of any product will exist between you and eneonuh.pl until we accept your order. When this happens we will confirm the acceptance by sending you an email.
- This confirmation email will be sent to the email address given in your order form and will detail products ordered, payment method, cost and usual delivery times.
- You must check if all the details on this confirmation email are correct and contact us as soon as possible if any details are incorrect.
- If your order has not been accepted, you will receive an email from us telling you the reasons why.

Delivery

- The standard delivery period is 3 to 5 working days upon receipt of an order. Goods will be sent to the address given by you in your order. If, due to any unforeseen reason, there is a delay in the goods being dispatched you will be notified immediately by our team.
- If your delivery address is outside EU, you may have to pay import duties and taxes, which are levied once a shipment reaches your country. You must meet any additional charges for customs clearance. Please note, customs policies vary widely from country to country. We recommend you contact your local customs office for further information.
- Please note international shipments may be subject to cross-border inspections by customs authorities.

Payment

- eneonuh.pl accept most major credit/debit cards: Visa, MasterCard, PayPal and bank transfer
- All credit and debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay or non-delivery.

Privacy

- Ene Onuh will not pass on your personal, credit or debit card details to any third party.
- We will never ask for personal details via email. If you receive an unsolicited email asking you for your eneonuh.pl log in details, please contact our team immediately at info@eneonuh.pl.

Liability

- We do not accept liability (except as set out below) for any errors and/or omissions contained in our website and reserve the right to change information, prices, specifications and descriptions of listed goods, products and services at any time and without notice.
- If an error is discovered in the price of the goods that you have ordered, we will inform you as soon as possible. We shall be under no obligation to fulfill an order for a product that was advertised at an incorrect price. In the event that you order an item and the price published on eneonuh.pl is incorrect for any reason, we will email you to inform you that we have not accepted your order, and that your order has been cancelled. You will be advised of the correct price of the subject product. You may re-order it if you wish. If you have already paid for the goods in the circumstances described in this clause, we shall refund the full amount within 14 days of the date of order.
- In the unlikely event that you receive goods which were not what you ordered or which are damaged or defective, you shall write to us at the address stated in the confirmation email within 10 working days of delivery of the goods plus return the goods to us, unless we inform you that return is not necessary. We shall make good any shortage or non-delivery, replace or repair any damaged or defective goods, or refund to you the amount you paid for the goods.
- We have taken every measure to provide accurate product images for each product for sale on the site. However, due to a number of different factors such as Internet browsers, monitor color contrasts etc, we cannot be held responsible or liable for any differences in color between the image and the actual product.
- The products sold on eneonuh.pl are provided for private domestic and consumer use only. Accordingly, we do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the Site or for any products or services purchased from eneonuh.pl
- We have taken every measure to prevent Internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the extremely unlikely event of a breach in our secure computer servers.
- We shall have no liability to you for any delay in the delivery of products ordered or any other matters to the extent that the delay is due to any event outside our reasonable control, including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs,

riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events.

– We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

– From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Copyright

All rights, including copyright, in the content of the eneonuh.pl web pages are owned or controlled by Ene Onuh. In accessing eneonuh.pl web pages, you agree that you may only download the content for your own individual and non-commercial use. You are not permitted to copy, broadcast, download, store (in any medium), transmit, show or play in public, adapt or change in any way the content of the eneonuh.pl web pages for any other purpose whatsoever without the prior written permission of Ene Onuh.

Third party information

We cannot be held responsible for material displayed on third party websites or any other written material. The only prices that apply for Ene Onuh products are those stated on the Ene Onuh material. We cannot vouch for the reliability of prices stated on shopping directories or through any other third party.

Survival

Each provision of the Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

Entire agreement

These Conditions govern our relationship with you. Any changes to these Conditions must be in writing and signed by both parties. In this way, we can avoid any problems surrounding what Ene Onuh and you are expected to do. You confirm that, in agreeing to accept the Conditions, you have not relied on any representation except where that representation has been made a term of these Conditions and you agree that you shall have no remedy in respect of any representation. Nothing in this Clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Conditions.

Law

The Conditions shall be governed by and construed in accordance with the laws of Poland.