

Quote&GO Terms and Conditions

§1 Definitions

Order Form - software, a function of the Service made available on the Website, used to place orders for the performance of the Carriage Service, which calculates the total cost of the Service, including the cost of the Carriage Service, based on the data entered by the User.

Consignment - The object of the Carriage Service made available to the Carrier for the purpose of performing the Carriage Service.

Carrier - entrepreneur permanently and professionally engaged in the carriage or forwarding of goods in national and international transport, who has entered into a contract with the Service Provider on the basis of which it carries out Consignment transport ordered by the Service Provider.

Order Confirmation - confirmation of the conclusion of the Contract of Carriage under the terms of the Order Confirmation.

Service Complaint - a complaint submitted to the Service Provider by a User about the Service.

Carriage Service Complaint - a complaint made to the Service Provider by the User about the Carriage Service.

Terms and Conditions - these terms and conditions.

GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

Website - the Website available at www.quoteandgo.com, through which the Service is available to Users, owned by the Service Provider.

Contract of Carriage - the contract under which the Carriage Service is performed.

Service - the service provided electronically by the Service Provider on the basis of these Terms and Conditions, enabling the User to receive a carriage quote, determine the date of carriage and place an order for the Carriage Service for the User's Consignment.

Carriage Service - the service of transporting the Consignment by the Carrier, ordered by the Service Provider. The Carriage Service is provided on the basis of a contract between the Carrier and the Service Provider.

Service Provider - DONE DELIVERIES Spółka z ograniczoną odpowiedzialnością with its registered office in Andrychów, ul. Stefana Batorego 35 (34-120 Andrychów), entered into the National Court Register kept by the District Court for Kraków - Śródmieście in Kraków, XII Economic Division of the National Court Register under KRS number 0000992825, NIP 5542945426, REGON 366428409.

User - the entity that uses the Website or the Service. The User can only be a legal entity or a natural person conducting business activity (entrepreneur).

§ 2

Ordering procedure and rules

1. Only legal entities and sole proprietors with active VAT status are entitled to place an order for the Carriage Service.

2. The order process involves the User filling in all the fields of the Order Form available at www.quoteandgo.com which are necessary for pricing the Consignment and organising the Carriage Service. When completing the Order Form, it is necessary to enter the VAT/EU VAT number and the business name of the company/entrepreneur.
3. When filling in the Order Form, the User undertakes to provide accurate and factually correct information concerning the parameters of the Consignment, including in particular the weight, dimensions, shape and method of packaging, under pain of refusal to provide the Carriage Service. The User is obliged to provide truthful data.
4. Once the details in the Order Form have been completed and approved by the User, the User will receive an Order Confirmation at the email address provided in the Order Form.
5. The receipt by the User from the Service Provider of the Order Confirmation shall be equivalent to the conclusion of the Contract of Carriage on the terms indicated in the Order Confirmation.
6. Upon receipt of the Order Confirmation, the Service Provider and the User may contact each other by telephone or email to confirm the details of the Carriage Service or to establish additional or different terms and conditions.
7. The User acknowledges and accepts that as a result of the Service Provider's verification of the User in accordance with the Service Provider's procedures, the Service Provider is entitled, without giving any reason, to refuse to execute the Contract of Carriage (withdraw from the Contract) despite the User's receipt of the Order Confirmation. The refusal may be made within 3 days from the moment the Order Confirmation is received by the User, but no later than the start of the Carriage Service, and will be communicated to the User in the form of e-mail correspondence. The User will not be entitled to any claims against the Service Provider for this reason and waives any possible claims for this reason.

§ 3

Implementation of the Carriage Service

1. The Carriage Service is provided on the basis of a separate Contract of Carriage concluded by the User with the Service Provider upon receipt by the User of an Order Confirmation containing all details of the terms of the Contract of Carriage, to which the generally applicable legal provisions apply.
2. Notwithstanding any other reasons provided in these Terms and Conditions or by law for which the Service Provider is entitled to refuse to execute the Contract of Carriage after its conclusion, the Service Provider is entitled to refuse to execute the Contract of Carriage in the event that at the place of loading it is found that the weight of the goods is higher or the dimensions of the goods are larger than declared in the Order Form or the shipment contains contents indicated in the insurance exclusions. In such a case, the User shall not be entitled to any claim against the Service Provider for this reason.
3. The status of the Carriage Service is monitored on an ongoing basis by the Service Provider's Track & Trace department.
4. The Service Provider declares that it has third-party carrier liability insurance covering, among other things, liability for theft and robbery. The policy shall cover the area of the European Union in which the carriage is to be carried out (including, where applicable, cabotage). The policy is available at the following link: <https://www.donedeliveries.com/do-pobrania> , where an extract from the Service Provider's General Terms and Conditions of Insurance containing the cases excluded from insurance is also available. By placing an order through the Website, the User declares that he/she has read the policy and the extract from the General Terms and Conditions of Insurance and accepts its terms and exclusions.
5. The User declares that the Consignment does not contain the contents indicated in the insurance exclusions.
6. The Service Provider holds the necessary licences and permits to carry out transport, including international transport. The text of the licence is available at the following link: <https://www.donedeliveries.com/do-pobrania>

§ 4

Payments

1. The Services provided by the Service Provider are chargeable.
2. By completing the Order Form, the User learns the cost of the Carriage Service.
3. The quoted cost of the Carriage Service is a net amount, to which the appropriate VAT will be added in accordance with applicable regulations, if such tax is to be added.
4. Subject to item 6 below, payment for the Carriage Service may be made in two ways:
 - a) By bank transfer to the Service Provider's bank account, on the basis of a VAT invoice issued by the Service Provider after completion of the Carriage Service. In this case, the User is obliged to pay the amount indicated in the VAT invoice within 14 days of receipt.
 - a) Through the Autopay system prior to the performance of the Carriage Service - at the time of placing an order for the performance of the Carriage Service.

The choice of payment method is made by the User by filling in the Order Form.

5. The online payment service provider is Autopay S.A., based in Sopot, ul. Powstańców Warszawy (KRS: 0000320590).
6. Through the Autopay system, it is possible to pay by card: Visa, Visa Electron, Mastercard, MasterCard Electronic, Maestro, as well as via ApplePay and GooglePay virtual wallets.
7. The Service Provider has the right at any time, without giving any reason, to change the payment method chosen by the User as described in item 3(a) and to make the performance of the Carriage Service conditional on the User making a prepayment of 100% of the value of the Carriage Service.
8. All VAT invoices are issued by the Service Provider only on the basis of the User's details provided by the User when completing the Order Form via which the order for the Carriage Service was made. A VAT invoice shall be issued by the Service Provider immediately after the performance of the Carriage Service.
9. Failure to timely pay the amount due as covered by the VAT invoice issued by the Service Provider may result in the blocking of the User in the Service Provider's system and the suspension of the provision of Carriage Services to that User.
10. In the event of non-payment by the due date, the Service Provider shall be entitled to compensation from the User for the recovery costs referred to in 10 of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions
11. In the event of non-payment of a receivable covered by a VAT invoice issued by the Service Provider, the Service Provider is entitled to set off its receivable against any receivable the User may have against the Service Provider.
12. If, despite the User's payment for the Carriage Service prior to its execution via Autopay, the User and the Service Provider do not conclude the Contract of Carriage for the Carriage Service, the funds paid by the User will be refunded to the User, subject to the deduction of any receivables due to the Service Provider as referred to in the Order Confirmation. Refunds will be made using the same payment method used to make the payment.
13. Due to the fact that the entity handling electronic payments on the Website is Autopay S.A., the Service Provider is not liable in any way for the acts or omissions of this entity, in particular delays in the transfer of funds. Any complaints regarding electronic payments should be reported to Autopay S.A.

§ 5

Complaints

1. Complaints concerning the malfunctioning of the Service and access to the Website may be made by the User in particular by:
 - a) e-mail sent to hello@quoteandgo.com
2. The Complaint should include, in addition to a description of the facts giving rise to the complaint itself:
 - a) data enabling the User to be identified in the Service Provider's system,
 - b) data which make it possible to identify the order to which the complaint relates, in particular the order number and the date on which it was placed.

3. The Service Provider will consider a correctly submitted complaint within 14 days of receipt of the complaint.
4. The Service Provider will send the decision on the complaint to the User electronically at the e-mail address provided by the User.
5. The User may be asked to supplement information relating to the complaint if this is necessary in the complaint resolution process. In this case, the time limit for processing the complaint shall be extended by the period of waiting for the completed complaint documentation.

§ 6

Carriage Service Complaints

1. A Carriage Service Complaint is filed by the User outside the Service, in accordance with the regulations applicable to the Carriage Service.
2. The User is obliged to submit Carriage Service Complaint within 3 days from the date of unloading the Consignment.
3. A Carriage Service Complaint should be submitted to the email address reklamacje@donedeliveries.com.
4. The complaint submission should include all documentation confirming its validity, particularly photographic documentation, a damage calculation, a description of all relevant circumstances of the damage occurrence, and information about the entity entitled to the complaint.
5. The User may be asked to provide additional information and documents concerning the Carriage Service Complaint if necessary for the resolution process.
6. The absence of explanations or documentation confirming the validity of the Carriage Service Complaint will prolong its consideration and may result in its rejection.
7. After reviewing all documents and information received from the User, the Service Provider will inform the User about the validity of the submitted Carriage Service Complaint. The time frame for considering the Carriage Service Complaint depends on the complexity of the case and the completeness of the documents and information provided by the User. The Service Provider will make every effort to resolve the Carriage Service Complaint as soon as possible.

§ 7

Principles and responsibilities of the Service Provider and the User

1. The Service Provider shall exercise due diligence to ensure the correct operation of the Website and the proper performance of the Service, as well as to protect the data contained on the Website.
2. The Service Provider is responsible to the User for the performance of the Service and for the correct functioning of the Website.
3. The Service Provider shall not be liable to the User for non-performance or improper performance of the Service for reasons attributable to third parties, related to technical failure of the Website or caused by force majeure.
4. The Service Provider is entitled to declare an interruption in the operation of the Service for technical reasons.
5. The Service Provider will ensure:
 - a) the correct and uninterrupted functioning of the Service and the ability to use the Service. However, due to the complexity of the Website and its services, as well as external factors beyond the Service Provider's control (e.g. DDOS (distributed denial of service) attacks), it is possible that errors and technical failures may occur which prevent or restrict in any way the functioning of the Website and the possibility of using its services. In such an event, the Service Provider will take all possible measures to ensure that the negative effects of such events are reduced as far as possible,
 - b) to plan technical interruptions in such a way that they cause the least possible inconvenience to Users, in particular that they are planned for the night hours and only for the time necessary for the Service Provider to carry out the necessary actions.
6. The Service Provider shall not be liable to the User for any damage or non-fulfilment of obligations caused by technical errors and failures or technical interruptions.

7. The Service Provider shall only be liable to the User, irrespective of the legal basis, up to the value of the Carriage Service provided.
8. The Service Provider shall only be liable to the User for the actual damage incurred, excluding lost profits.

§ 8

Copyright

The copyright and intellectual property rights in the Website as a whole and in its individual elements, including the content, graphics, works, designs and marks available as part of the Website, as well as these Terms and Conditions, belong to the Service Provider or other authorised third parties and are protected by Copyright and other generally applicable laws.

§ 9

Terms and Conditions

1. Use of the Service indicates that the User has read and accepted the Terms and Conditions.
2. The Service Provider is entitled to amend the Terms and Conditions at any time.

§ 10

Personal Data Protection

1. The Service Provider is a Personal Data Controller (hereinafter: the Controller) reachable according to the contact details indicated at www.donedeliveries.com.
2. The Controller indicated The Data Protection Inspector who can be contacted through e-mail address: iod@donedeliveries.com
3. The Controller processes personal data in accordance with the Privacy Policy constituting an integral Appendix to these Terms and Conditions (appendix no. 1) and in accordance with Regulation (UE) No. 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation - GDPR), and the Personal Data Protection Act of 10 May 2018.
4. The Controller processes the personal data to properly implement the goals and functionalities of the Website, especially in order to correctly perform the Service and the Carriage Service.
5. More information about the principles of personal data processing can be found in the Privacy Policy.

§ 11

Final provisions

1. The Service Provider is entitled to take steps at any time to verify the truthfulness, reliability and accuracy of the information provided by the User. In terms of verification, the Service Provider is entitled, among other things, to request the User to send a scan of any certificates, attestations or other documents required for verification. During the verification referred to in the previous sentence, the Service Provider is entitled to suspend the provision of services to the User.
2. All legal relations between the User and the Service Provider in connection with the use of the Website, Service and to Contract of Carriage shall be governed by Polish law unless the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) and Protocol of Signature, drawn up in Geneva on May 19, 1956 (Journal of Laws of 1962, No. 49, item 238, as amended) apply to a given Contract of Carriage.
3. Any disputes arising between the Service Provider and the User shall be submitted to the court having jurisdiction over the Service Provider's registered office.