



## Terms and Conditions



### Article 1 – Seller's data

The online shop available at: [www.maasloop.com](http://www.maasloop.com) is run by a company under Polish law, MAAS LOOP spółka z ograniczoną odpowiedzialnością, ul. Króla Kazimierza 5, 35-061 Rzeszów, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, XII Commercial Division of the National Court Register under KRS number: 0000861834, NIP (Tax Identification Number): PL8133844818, share capital PLN 5,000.00.

Contact details:

1. Address for correspondence:  
ul. Króla Kazimierza 5, 35-061 Rzeszów, Polska,
2. E-mail address:  
[hello@maasloop.com](mailto:hello@maasloop.com)
3. Phone number: +48 797307739 – contact is possible on business days (i.e. from Monday to Friday, excluding public holidays in Poland) from 9 am to 5 pm (call charge as per operator's tariff).



## Article 2 – Definitions

The terms used in the Regulations mean:

1. Customer – a natural person, a legal person or an organisational unit that is not a legal person, which has the legal capacity under the law to use the Shop and make purchases through the Shop;
2. Entrepreneur – an entity, in accordance with the definition of the applicable law, conducting business or professional activity on his/her own behalf;
3. Regulations – these regulations specifying the general terms of sale via the Shop and the rules for the provision of services by electronic means as part of the Shop;
4. Shop – a website available at: [www.maasloop.com](http://www.maasloop.com), through which you can view the content of the service, and in the case of a Customer who is an Entrepreneur, through which he/she can place Orders and conclude a contract for the sale of the Goods;
5. Seller – MAAS LOOP spółka z ograniczoną odpowiedzialnością, ul. Króla Kazimierza 5, 35-061 Rzeszów, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, XII Commercial Department of the National Court Register under KRS number: 0000861834, NIP (Tax Identification Number): PL8133844818, share capital PLN 5,000.00.
6. Goods – brand new products offered for sale in the Shop;
7. Order – declaration of will of the Customer who is an Entrepreneur, constituting an offer to conclude a contract for the sale of the Goods covered by the Order, specifying the quantity of the Goods and other data indicated in the Shop.

## Article 3 – General provisions

1. These Regulations define the rules of using the Shop available at [www.maasloop.com](http://www.maasloop.com), including the conclusion of contracts for the sale of the Goods via the Shop and the rules of complaint procedure.
2. The use of the Shop is possible provided that the following minimum technical requirements are met:
  - a. a computer workstation or a terminal device with access to the Internet,
  - b. a working and updated web browser,
  - c. an e-mail address.
  - d. a credit card.



3. Services provided via the Shop by electronic means consist in access to information contained on the website of the Shop, and in the case of Customers who are Entrepreneurs conducting business in the field of management of catering facilities also in the possibility of placing an Order and conclusion of a contract of the sale of Goods. The conditions for the provision of services in the scope of placing an Order and concluding a contract for the sale of the Goods are set out in Article 3 – Article 6 of the Regulations. Services available through the Shop consisting of access to information contained on the Shop's website are free of charge and available after the Customer enters the Shop's website, and the Customer may at any time opt out of these services by ceasing to use the Shop's website.
4. The current version of the Regulations is available on the Shop's website.
5. The customer using the Shop's website:
  - a. is obliged to use the Shop's website in accordance with the provisions of the applicable law and the provisions of the Regulations,
  - b. is obliged to use the Shop's website in a way that does not infringe the rights of third parties, and in a manner consistent with good manners and the principles of social coexistence,
  - c. cannot provide illegal content.

## **Article 4 – Conclusion of a sales contract**

1. The order and conclusion of a contract of sale of Goods can only be made by a Customer who uses the Shop and makes purchases via the Shop as part of his/her economic or professional activity, i.e. only by Entrepreneurs conducting business in the field of management of catering facilities.
2. In order to conclude a contract of sale through the Shop, it is necessary to enter the website [www.maasloop.com](http://www.maasloop.com) and click the button 'Buy' taking further technical steps on the basis of messages displayed to the Customer and information available on the website, in particular by determining the quantity of ordered Goods.
3. When placing the Order – until the button confirming the Order placement is clicked – the Customer has the option to modify the entered data regarding the Goods. For this purpose, the Customer should follow the messages displayed and information available on the website.
4. To place an Order, it is necessary to indicate the country of delivery along with the specific delivery address and customer data, and provide the payment card details necessary to finalise the payment, as well as provide other data indicated on the Shop's website as necessary to place the Order. Providing data (including personal data, in particular an e-mail address) is voluntary, however, failure to provide the data necessary to place an Order (including data for delivery) will prevent the implementation of the Order.



5. When placing an Order, the Customer shall be provided with information regarding the ordered Goods and their quantity, total sales price of the Goods, together with possible transport costs.
6. By placing an Order, the Customer confirms that he/she has read and accepted the content of these Regulations. If the Customer does not accept the Regulations, he/she should withdraw from placing the Order.
7. The Order is placed by clicking the button confirming the placement of the Order, i.e. the 'Pay' button.
8. Information about the Goods provided on the Shop's websites does not constitute an offer within the meaning of the applicable law, and the submission of an Order by the Customer constitutes an offer to conclude a contract for the sale of the Goods with the Seller, in accordance with the Regulations.
9. The contract of sale of the Goods shall be deemed concluded at the moment of confirmation by the Seller of receipt of the Order and its acceptance for execution by sending by a message confirming receipt of the Order and its acceptance for execution, and the proof of purchase, to the Seller to the e-mail address provided when the Order was placed. A paper proof of purchase may be sent at the Customer's request, and such request should be sent to the following e-mail address: [hello@maasloop.com](mailto:hello@maasloop.com).
10. By accepting these Regulations, the Customer agrees electronic invoices being to sent in the manner indicated in section 10 above to the Customer's e-mail address provided when placing the Order.

## **Article 5 – Delivery of Goods**

1. The Goods are delivered to the address indicated by the Customer when placing the Order to selected countries (Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Greece, Spain, Ireland, Lithuania, Luxembourg, Latvia, Malta, the Netherlands, Germany, Poland, Portugal, Romania, Slovakia, Slovenia, Sweden, Hungary, Italy and the United Kingdom) indicated by the Seller on the Shop's website.
2. Delivery of the ordered Goods is carried out by courier companies.
3. The approximate delivery date is specified on the shop's website at the time of placing the Order. The approximate delivery time includes the time during which the courier company should deliver the Goods to the delivery address indicated when placing the Order. This time may vary depending on the delivery country chosen by the Customer.
4. The risk of accidental damage or loss of the Goods passes from the Seller to the Customer at the time that the Goods are entrusted to the carrier that transports the goods of the given type.



## Article 6 – Payment methods

1. The price of the Goods presented on the Shop's website is a net price and these prices do not include taxes or delivery costs.
2. In addition to the prices of the Goods, the Customer shall also pay the costs of taxes, including VAT, and delivery costs depending on the data provided by the Customer and the country chosen for delivery of the Goods. The cost of delivery shall be indicated in the course of placing the Order and shall be included in the total value of the order. The total value of the order includes the price of the product and possible delivery costs.
3. Payment for the Goods, together with other amounts due, including taxes and delivery costs, shall be made immediately on placing the Order by credit or debit card, and the Customer shall provide the card number, expiry date and CVC code for this purpose when placing the Order.
4. Failure to make payment for the Goods together with any other amounts due, including taxes and delivery costs, within 24 hours of placing the Order shall result in cancellation of the Order. zany przez Sprzedawcę adres.

## Article 7 – Complaints about Goods under warranty

1. The goods offered on the Shop's website are new and free from physical and legal defects.
2. The Customer shall lose its rights under warranty for defects of the Goods if it failed to examine the Goods in the time and in the manner adopted for such goods and failed to notify the Seller of the defect forthwith, no later than within 2 working days (by working days it shall be understood that from Monday to Friday, excluding days that are statutory non-working days in Poland) of delivery of the Goods, and in case the defect is revealed only later – if the Seller is not notified immediately after its discovery, no later than within 5 working days (by working days it shall be understood as days from Monday to Friday, excluding public holidays in Poland) of its discovery. If no defect is notified within the aforementioned period, the Goods shall be deemed not defective. The above does not apply in the case of fraudulent concealment of the defect by the Seller.
3. Complaints may be submitted in writing to the Seller's address: ul. Króla Kazimierza 5, 35-061 Rzeszów, Poland, and by e-mail to the following address: [hello@maasloop.com](mailto:hello@maasloop.com).
4. The complaint should include, in particular: Customer data, e-mail address if the Customer wishes to receive a response to the complaint by e-mail, the date of purchase of the Goods, a detailed description of the defect and date of notification, the Customer's request, as well as the Customer's preferred method of considering the decision regarding the complaint.



5. If the nature of the reported defect requires an inspection of the Goods, the Customer is obliged to deliver the defective goods to the address indicated by the Seller at the Seller's expense.
6. The Seller shall be obliged to respond to the complaint immediately, no later than within 14 days from the date of its submission or from the date of delivery of Goods to the address indicated by the Seller. The Seller reserves the right to extend the above-mentioned term if it is necessary to make inspections, obtain expert opinions or special information. The Customer will be informed about the method of considering the complaint in the manner indicated when submitting the complaint. including taxes and delivery costs, within 24 hours of placing the Order shall result in cancellation of the Order. zany przez Sprzedawcę adres.

## **Article 8 – Complaints regarding the provision of services by electronic means**

1. The Seller takes steps to ensure that the Shop operates properly, to the extent that results from the current technical knowledge and undertakes to remove any irregularities reported by customers within a reasonable time.
2. In order to ensure the security of the transmission of messages and data in connection with the services provided as part of the shop, the Seller takes technical and organisational measures appropriate to the degree of threat to the security of the services provided, in particular measures to prevent the acquisition and modification of personal data sent via the Internet by unauthorised persons.
3. The Customer may notify the Seller of any irregularities or interruptions in the functioning of the shop. Irregularities related to the functioning of the shop should be reported by e-mail to the following address:  
hello@maasloop.com.
4. In order to reliably consider complaints related to the functioning of the shop, the type and date of occurrence of the irregularity should be indicated.
5. The Seller undertakes to respond to the complaint immediately, no later than within 14 days from the date of its submission.

## **Article 9 – Personal data**

1. The Seller is the administrator of personal data provided by and collected from Customers when using the shop's website, including when placing an Order.



2. Providing the Seller's personal data is voluntary, although providing some data is necessary, for example, for the implementation of the contract for the sale of Goods, as well as their delivery and contact with the Seller, and failure to provide it prevents the use of the Shop, including the submission and implementation of the Order.
3. Customers' personal data is processed:
  - a. in accordance with Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (Journal of the EU L 119, p. 1), hereinafter: 'GDPR' – in order to establish and implement a contract for the sale of the Goods;
  - b. in accordance with Article 6(1)(c) of the GDPR – in order to fulfil legal obligations arising from legislation;
  - c. in accordance with Article 6(1)(f) of the GDPR – for the purposes of legitimate interests pursued by the Seller, including in particular processing of complaints; contact with the Customer in terms of responding to the enquiry submitted by the Customer; establishing, asserting and defending mutual claims; improving the presentation of products, services and the efficiency of the website.
4. Customers' personal data will be processed for the period required by law (in particular, arising from tax and accounting obligations), as well as until the expiry of mutual claims related to the implementation of the contract for services provided through the Shop.
5. Personal data can be transmitted to courier companies or other entities that mediate in the delivery of purchased Goods to the Customer, operators of payment systems, as well as entities that cooperate with the Seller in the implementation of contracts, in particular to entities that provide the Seller with accounting, legal, or postal services, and those that operate ICT systems.
6. The Customer has the right to access the content of his/her data and its rectification, erasure, restriction of processing, as well as the right to data portability and the right to object, and in a situation where data processing is carried out on the basis of consent given by the Customer, the right to withdraw consent at any time without affecting the legality of processing, which was carried out on the basis of consent before its withdrawal.
7. The Customer has the right to lodge a complaint to the supervisory authority (President of the Office for Personal Data Protection), if he/she considers that the processing of his/her personal data violates the provisions of the GDPR or other provisions governing the processing and protection of personal data.
8. Providing data is voluntary, but failure to provide it may prevent the use of the Shop, including the submission and implementation of the Order.
9. The personal data collected from the Customer may be exceptionally transferred to the Seller's partners processing them outside the European Eco-



conomic Area (EEA), but only to the extent necessary, related to the provision of services, especially IT services, by these partners to the Seller. If, in connection with the provision of these services, there is a transfer of the Customer's data to third countries (i.e. a country outside the European Economic Area (EEA)), and the data will not be transferred to a country for which the European Commission has issued a decision declaring an adequate level of protection, appropriate safeguards provided for by law shall be applied – in particular standard contractual clauses. In order to obtain further information on the transfer of data to third countries, including copies of detailed information on the applied safeguards, please contact the Seller.

10. Provisions regarding the protection of personal data and the privacy policy can also be found in the Privacy and Cookie Policy, which is available on the Shop's website at: [www.maasloop.com](http://www.maasloop.com).

## **Article 10 – Final provisions**

1. Contracts concluded via the Shop are concluded in English.
2. The law applicable to obligations arising under these Regulations and contracts of sale relating to Goods purchased through the Shop, as well as contracts for the provision of services consisting in enabling the use of the Shop website, will be Polish law.
3. In matters not covered by these Regulations, the provisions of Polish law shall apply.
4. Any disputes arising between the Seller and the Customer arising from or related to the use of the Shop, including the contract for the sale of Goods or the contract for the provision of services by electronic means, will be settled by the courts in Poland. Such disputes will be resolved by a common court having jurisdiction over the registered office of the Seller.
5. The Seller reserves the right to amend these Regulations on the terms set out below. The changes will be published in the form of a unified text of the Regulations on the Shop's website. Any changes to the Regulations come into force on the date indicated each time by the Seller, not less than 7 days from the time the amended Regulations are made available on the Shop's website. Orders placed by Customers before the effective date of changes to the Regulations are carried out in accordance with the existing provisions of the Regulations.
6. These Regulations enter into force on 23 May 2022.