

Qbana Mama Online Shop Terms and Conditions

determining i.a. terms of concluding sales contracts between entrepreneurs (B2B) through the Shop, containing the most important information about the Seller, and the shop.

LIST OF CONTENTS

Section 1 Definitions

Section 2 Seller's contact details

Section 3 Technical requirements

Section 4 Purchasing at the Shop

Section 5 Payments

Section 6 Performing orders

Section 7 Complaints

Section 8 Personal data

Section 9 Restrictions

Section 10 Provisions applicable to Buyers

Section 1 DEFINITIONS

Business days – Monday through Friday with the exception of public holidays in Poland.

Account – a free-of-charge function of the Shop (online service), regulated by separate terms and conditions, which allows the Buyer to register his/her own individual Account at the Shop.

Consumer – consumer in the meaning of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council.

Buyer – any entity not being a Consumer, making a purchase at the Shop whose habitual residence is in the European Union.

Terms and Conditions – these Terms and Conditions.

Shop – Qbana Mama online shop maintained by the Seller at the address www.qbanamama.com directed to Buyers.

Seller – KATARZYNA MARIA KUBAN, an entrepreneur conducting a business activity under the business name Qbana Mama Katarzyna Kuban, entered into the Central Register and Information on Business Activity conducted by the minister competent for economy and maintaining the Central Register and Information on Business Activity, NIP 9491972839 European Union VAT Identification Number PL9491972839, nr REGON 367435038, ul. Mstowska 2, 42-244 Cegielnia, Poland

Section 2 SELLER'S CONTACT DETAILS

1. Postal address: ul. Mstowska 2, 42-244 Cegielnia
2. E-mail address: kontakt@qbanamama.pl
3. Phone number: 604906886

The basic tariff of the telecommunications operator used by the Buyer applies to phone calls made by the Buyer. The Seller points out that the cost of non-domestic calls may be higher than the cost of domestic calls – depending on the tariff adopted by the Buyer's operator.

Section 3 TECHNICAL REQUIREMENTS

1. A device with Internet access and web browser supporting:
 - cookie files
 - JavaScriptare required for the proper functioning of the Shop.
2. An active e-mail account is required to place an order at the Shop, in addition to the requirements specified in subsection 1.

Section 4 PURCHASING AT THE SHOP

1. The prices of the goods displayed at the Shop are the total prices.
2. The total price displayed at the Shop includes: price of the good and delivery cost – if applicable.
3. The Buyer first adds the chosen good to the Shop cart.
4. Then the Buyer chooses the means of delivery and payment available at the Shop and also provides any data necessary for the performing of the order.
5. The order is placed when the Buyer confirms its content and accepts the Terms and Conditions.
6. Placing the order is tantamount to conclusion of the contract between the Buyer and the Seller.
7. The Buyer can register at the Shop, that is, set up an Account at the Shop. To purchase goods at the Shop the Buyer must register at the Shop, i.e. set up an Account at the Shop.
8. In case the Buyer buys more products in the Shop, the Seller has the option to grant discounts to the Buyer. Detailed information regarding discounts is presented in the Shop or in the separate agreement between the Seller and Buyer.

Section 5 PAYMENTS

1. Subject to subsection 2, the following means of payment are available at the Shop:
 - a. a regular transfer to the Seller's bank account.
2. Additional information about the means of payment can be found at the relevant tab at the Shop, including information about the possibility of using specific means depending on the Buyer's country.
3. In case the Buyer chooses to pay for the order in advance, the payment should be made within 7 Business days from the date of concluding the sales contract.
4. The Seller declares that because of the specifics of some means of payment (e.g. electronic payments), their use is only possible immediately after the order is placed.
5. By making a purchase at the Store, the Buyer accepts the use of electronic invoices by the Seller. The Buyer has the right to withdraw his/her consent.

Section 6 PERFORMING ORDERS

1. The time for order fulfilment is up to 7 Business days.
2. If the Buyer chooses to pay for the order in advance, the Seller will commence fulfilment of the order after having received the payment.
3. If multiple goods are ordered by the Buyer in one order, the order will be performed in the time corresponding to the good with the longest time for order fulfilment.
4. The goods purchased at the Shop are delivered to the following countries:
 - Poland
 - Germany
 - Italy
 - France
 - Slovakia
 - Czech Republic
 - Estonia
 - Switzerland
5. Goods purchased at the Shop are delivered via delivery company.
6. More information about the means of delivery can be found at the relevant tab at the Shop, e.g. information about the possibility of using specific means depending on the Buyer's country.

Section 7 COMPLAINTS

1. In the case of defects in the good the Buyer can complain about defective good.

2. The Seller is responsible for any defect which becomes apparent within 1 year from the date of delivery.
3. In the case of defect of the good the Buyer can:
 - a. request a price reduction;
 - b. exercise the right of withdrawal from the contract, if the defect is substantial;
 - c. demand an exchange of the good for a good free from defects;
 - d. demand that the defect be removed.
4. The Seller requests that complaints be addressed to the postal address or e-mail address specified in section 2 of the Terms and Conditions.
5. If the delivery of the good is necessary for the examination of a complaint, the Buyer is obliged to hand this good over to the Seller at ul. Mstowska 2, 42-244 Cegielnia.
6. If any additional guarantee was provided for the good, the information about it and about its conditions is available in the good description at the Shop.
7. Complaints concerning the functioning of the Shop should be reported electronically to the e-mail address specified in section 2 of the Terms and Conditions.
8. The Seller will review the complaint within the period of 14 days.

Section 8 PERSONAL DATA

1. The Personal Data Controller of the Buyers' personal data submitted to the Seller when using the Shop is the Seller.
2. The personal data of the Buyer are processed mainly on the basis of a contract and for the purpose of its implementation, in accordance with the principles set out in the General Regulation of the European Parliament and of the Council (EU) on data protection (GDPR).

Detailed information regarding data processing by the Seller is presented in the privacy policy available online in the Shop.

Section 9 RESTRICTIONS

1. The Buyer is forbidden to provide content of illegal nature.
2. Each order placed at the Shop requires conclusion of a separate contract and separate acceptance of the Terms and Conditions. The contract is concluded for the time and for the purpose of order fulfilment.
3. Terms and Conditions regulations relating to the good are also applicable to the digital content which is not supplied on a tangible medium.
4. No regulation of the present Terms and Conditions waives or restricts in any way the Consumer rights imposed by the provisions of law.
5. The contracts concluded through the Shop are concluded in English.
6. The provisions regarding goods and sales contracts apply to digital content and contracts for the supply of digital content, provided the Terms and Conditions do not specify those issues separately.

Section 10 PROVISIONS APPLICABLE TO BUYERS

1. The right of withdrawal from distance contract is not granted to a Buyer (the entity who is not a Consumer).
2. Any liability of the Seller in relation to a Buyer (the entity who is not a Consumer) is limited to the price of the Buyer's order.
3. The liability of the Seller in relation to a Buyer (the entity who is not a Consumer), under warranty, is limited to one year from the handover of the goods to the Buyer.
4. Any dispute arising between the Seller and the Buyer (entity who is not the Consumer) will be submitted to the court competent for the Seller's registered office.