

## Terms and Conditions

### of consumer sale of the goods in the online shop "CoffeeMask"

(the wording in force as of 22 June, 2016)

#### general provisions

##### § 1

1. The Terms and Conditions determine conditions for the provision of sales and delivery services at a distance by electronic means, i.e., without the parties being simultaneously present, and also filing and handling Consumers' complaints, and returning the goods, in the shop "CoffeeMask" (hereinafter referred to as "the Shop" or "the Seller") available on the Internet at <http://coffeemask.com>.
2. The Seller, within the meaning of these Terms and Conditions, is Świeżo Palona s.c. Paweł Małkowski, Jakub Stróżyński, ul. Głogowska 273, 60-111 Poznań, NIP (tax identification number) 7811870069, REGON (statistical identification number) 301789931, telephone: 61-2504100, e-mail address: [order@coffeemask.com](mailto:order@coffeemask.com).
3. The Buyer, within the meaning of these Terms and Conditions, is only the consumer within the meaning of Art. 22(1) of the Civil Code.

##### § 2

1. These Terms and Conditions establish the terms and conditions of sales of the goods only in the Shop available at <http://coffeemask.com>. The Seller may sell the goods by other means, also through other shops or online sales platforms. These Terms and Conditions shall not apply to the sales of the goods by the Seller outside the Shop "CoffeeMask" available outside the address <http://coffeemask.com>.
2. The Seller provides the price of the goods in PLN and in gross value (including VAT).
3. The provided price shall exclude the costs of delivery to the Buyer, that is calculated on the basis of the incurred costs of delivery of the goods to the Buyer. Information about the

costs of delivery shall be given each time with the description of the goods.

4. The Seller is obliged to deliver the goods free of defects.

### § 3

1. Any natural person who is a consumer can be the user of the Shop, after a successful registration in the Shop's system.

2. Registration in the Shop's system shall be performed by providing the Buyer's e-mail address by the Buyer.

3. Due to fulfilling orders, in particular, documenting sales and delivery of the goods, the Seller can process the following information provided by the Buyer:

1) First name and last name,

2) home address,

3) e-mail address,

4) delivery address,

5) telephone number.

4. The Seller can process personal data provided by the Buyer only in order to properly fulfil obligations resulting from the concluded contracts, including contracts of sale, in particular:

1) documenting sales in a manner specified by the law,

2) delivering the goods in a manner and to the address given by the Buyer,

3) handling returns and complaints.

5. The Seller shall process personal data given by the Buyer based on the Buyer's consent, and also in compliance with the Act on Personal Data Protection and the Act on Electronic Services. The Buyer has the right to access their data to correct it and to request for the data to be removed.

6. The Seller shall not transfer and make the data available to other data administrators, except when it is necessary to fulfil the obligations in a proper way.

7. Providing data by the Buyer shall be entirely voluntary, however, it is required for the correct execution of the concluded contract.

8. The Buyer may request the Seller to remove the Buyer's user account. In this case, the

Seller shall remove the data associated with the Buyer's activity in the Shop. The Seller may process the data associated with the concluded contracts of sales, especially during the period necessary to handle the Buyer's complaints and other claims.

## **placing and fulfilling orders, payments**

### **§ 4**

1. Information provided in the Shop shall be an invitation to conclude a contract within the meaning of Art. 71 of the Civil Code. No information provided in the Shop by the Seller shall not constitute an offer within the meaning of the provisions of the Civil Code.

2. The invitation expressed by the Seller to conclude a contract determines in particular:

- 1) type of the goods, their manufacturer,
- 2) short description of the goods,
- 3) price of the goods,
- 4) estimated time of fulfilling an order,

3. The Buyer may offer the Seller to conclude a contract of sales of the goods by choosing the goods using an appropriate feature of the Shop (adding the goods to the "basket" and confirming the ordered goods in the basket).

4. Placing the order, the Buyer provides data necessary to correct fulfilling the order, in particular data indicated in para. 3 item 3.

### **§ 5**

1. The Seller shall confirm the acceptance of the order after receiving the order without undue delay, through an e-mail sent to the Buyer's e-mail address.

2. The Seller may, without undue delay, after receiving the order from the Buyer, refuse to accept the order if it shall be impossible to fulfil the order.

3. After receiving the order by the Seller, the Buyer may pay for the goods and delivery using one of the selected methods:

- 1) a bank transfer, directly to the Seller's bank account,
  - 2) through a safe transaction system Przelewy24.pl which is operated by DialCom24 sp. z o. o. based in Poznań, ul. Kanclerska 15, KRS nr 306513,
  - 3) by cash, during the acceptance of the goods from a courier or an employee of Poczta Polska, in case of choosing the cash on delivery option.
4. The goods shall be delivered by one of the methods selected by the Buyer
5. A detailed price for delivery of the goods shall be given with each sales offer, and its amount shall depend, in particular, on the selected method of delivery, and the type, size and weight of the goods.

## § 6

1. The Seller shall fulfil the order within the period determined for each type of the goods, which includes the time of order fulfilment and time of delivery:

1) time of fulfilment "24 hours" - the goods are available in storage, the dispatch will take place within 24 hours from receiving the price for the goods and delivery, or when cash on delivery is chosen,

2) time of fulfilment "72 hours" - the goods are available in storage, the dispatch will take place within 24 hours from receiving the price for the goods and delivery, or when cash on delivery is chosen,

3) time of delivery by Poczta Polska - according to the Terms and Conditions of Poczta Polska, 3 working days (may be extended to 5-6 days) in case of economy mail, and on the next working day (may be extended to 2-4 days) in case of priority mail,

4) time of delivery by "InPost" - 24 hours, i.e., mostly the day after placing the order,

and the delivery of the goods shall take place in the time calculated as the sum of the time of order fulfilment and time of delivery.

2. If the order fulfilment shall be impossible because, for example, the ordered goods are temporarily unavailable, the Seller shall inform the Buyer about it without undue delay, at the same time indicating the right to:

1) withdraw from the contract by the Buyer entirely. If the Buyer shall choose this option, the Seller shall reimburse the whole amount paid by the Buyer and the incurred delivery costs without undue delay. The Seller shall be exempt from the obligation to fulfil the entire order,

2) withdraw from the order by the Buyer partially. If the Buyer shall choose this option, the Seller shall reimburse an appropriate part of the price paid by the Buyer without undue

delay. The Seller fulfils the order on the remaining part.

3. Regardless of the provisions of Art. 2, if the fulfilment of the order shall be impossible due to, for example, a temporary unavailability of the goods, the Seller may, with the Buyer's consent, deliver different goods serving the same purpose and of the same quality and price. The Buyer has the right to return such goods at the Seller's expense, within 14 days.

Seller's liability for the defects of the goods

## § 7

1. The Seller shall be liable towards the Buyer under a warranty for physical defects, if the goods (an item) are not in conformity with the contract, in particular:

- 1) the goods have no characteristics that items of this type should have for the purpose of the contract defined or resulting from the circumstances or purpose of these goods,
- 2) the goods have no characteristics of which the Buyer was assured by the Seller, presenting a sample or design of the goods,
- 3) the goods are not suitable for the purpose of which the Buyer informed the Seller while concluding the contract, and the Seller did not raise any objection concerning this purpose,
- 4) the goods have been delivered to the Buyer incomplete.

2. The Seller shall have a liability for warranty claims if the physical defect of the goods is proven within 2 years of the date on which the goods have been handed over to the Buyer.

3. If the physical defect is proven within 1 year from the date on which the sold goods have been handed over to the Buyer, it shall be presumed that the defect or its cause have existed when the goods had been handed over to the Buyer at his risk.

4. The Buyer's claim for the removal or replacement of the sold goods for the goods free of defects shall be subject to a time-limit of 1 year, as of the date on which the defect was proven, however, not earlier than 2 years indicated in art. 2 above.

## § 8

1. If the sold goods have defects, the Buyer may make a statement on diminishing the price or withdrawal from the contract, unless the Seller shall replace the defected goods for goods free of defects or remove the defect without undue delay and any inconvenience to the Buyer. This limitation shall not be applicable if the goods have been already replaced or

repaired by the Seller, or the Seller has not complied with the obligation to replace the goods for the goods free of defects or remove the defects.

2. However, the Buyer may request for replacing the goods for goods free of defects instead of the removal of defects proposed by the Seller, or request for removing the defects instead of replacing the goods, unless making the goods compliant with the contract in a manner chosen by the Buyer is impossible, or would require excessive costs in comparison to the manner proposed by the Seller. When assessing the excessive costs, the value of the goods free of defects and the type and significance of the defect are taken into account, as well as any inconvenience posed on the Buyer by the different way of satisfaction.

3. The Buyer cannot withdraw from the contract if the defect is irrelevant.

4. If the Buyer requests for replacing the goods or removing the defect, or makes a statement on diminishing the price, determining the amount by which the price is to be diminished, and the Seller shall not address this request within 14 days, the request is considered to be justified by the Seller.

5. The Buyer who exercises the rights under warranties, delivers the defected goods to the Shop at the Seller's expense. The Seller is obliged to accept the defected goods from the Buyer.

## **§ 9**

1. If due to the physical defect of the goods the Buyer makes a statement on withdrawal from the contract or diminishing the price, the Buyer can request for repairing the damage he incurred because the Buyer concluded the contract not knowing about the defect, even if the defect was the result of circumstances for which the Seller was not responsible. In particular, the Buyer may request for:

- 1) reimbursement of the costs of the conclusion of the contract,
- 2) reimbursement of the costs of collecting, shipping, storage, and insurance of the goods,
- 3) reimbursement of expenditures to the extent in which the Buyer did not benefit from these expenditures,

and using the above options shall not prejudice the right to seek to be compensated for the damage under general rules.

### **right of withdrawal**

## § 10

1. The Buyer may withdraw from the concluded contract within 14 days from the delivery of the goods to the Buyer without any giving reason and incurring any costs.
2. The Buyer shall withdraw from the contract of sales by making a declaration to the Seller on withdrawal by any means, and in particular:
  - 1) using a form, which is included in Annex 2 to these Terms and Conditions,
  - 2) by electronic means, using model instructions of withdrawal,
  - 3) by making a declaration through the Seller's website.
3. The period of withdrawal shall be met if the notice of withdrawal is sent before the period has expired.
4. In case of withdrawal, the contract shall be considered not concluded. If the Buyer makes a decision to withdraw from the contract before the Seller accepts his order in the manner determined in para. 5 item 1 of these Terms and Conditions, the order shall cease to be binding.
5. In case of withdrawal from the contract, the Buyer is obliged to return the goods to the Seller without undue delay, but no later than within 14 days of the date on which the Buyer has withdrawn from the contract. The period for withdrawal shall be met if the goods are returned before the period has expired. The Buyer shall incur only direct costs of returning the goods.
6. The Seller, without undue delay, not later than within 14 days of receiving the declaration about withdrawal, shall reimburse all costs made by the Buyer, including the costs of delivery. If the Buyer chose the method of delivery of the goods different than the least expensive method offered by the Seller, the Seller shall not be obliged to reimburse supplementary costs incurred by the Buyer.
7. The Seller shall reimburse the costs using the same payment method as the Buyer, unless the Buyer clearly agrees to other method of reimbursement that is free of any fees for the Buyer.
8. The Seller may withhold the reimbursement of the payment received from the Buyer until he has received the goods back or the Buyer has supplied the evidence of having sent back the goods, whichever is earlier.
9. Bearing in mind that the Seller has informed the Buyer about the right of withdrawal, and the method and times of withdrawal, the Buyer shall be liable for diminishing the value of the goods resulting from handling the goods other than what is necessary to establish the nature, characteristics and functioning of the goods.

## **§ 11**

1. The Seller shall inform the Buyer shall have not the right of withdrawal established in para. 10 of the Terms and Conditions with regard to contracts of sales:

1) in which the goods of performance are liable to deteriorate or expire quickly - in particular: coffee, chocolate, cocoa,

2) in which the goods of performance are delivered in a sealed package which cannot be returned after having been opened due to the protection of health or for hygienic reasons, if the package has been opened after having been delivered - in particular: coffee, chocolate, cocoa.

3) in which the goods of performance after having been delivered and mounted, due to their nature, are inseparably attached to other items, in particular: filters, gaskets, strainers, cleaning products (descalers), spoons, thermometers.

## **§ 12**

1. Regardless of the provisions of para. 10, any Buyer can, within 365 days from the date on which the goods have been delivered to the Buyer, withdraw from the contract of sales and return the purchased goods without giving a reason.

2. The right mentioned in item 1 concerns only the goods that have not been used by the Buyer in any manner.

3. Exercising the right shall require making a proper declaration by sending an e-mail to the Seller's address. The Seller may then offer to send different goods that the Buyer may accept or reject.

## **warranty**

## **§ 13**

1. The conditions of the warranty provided by the manufacturer, importer or another guarantor who is not the Seller, are determined by the guarantor in the Deed of Warranties.

2. The Seller shall inform the Buyer about the conditions of the warranty provided by the guarantor with the description of the goods. The Seller shall indicate in particular the duration of the warranty, the obligations of the guarantor, and other warranty provisions.
3. The Seller shall issue to the Buyer the Deed of Warranties received from the guarantor along with the goods.
4. The Seller may, regardless of having been provided with warranty by the guarantor in a manner established in art. 1-3, provide the Buyer with his own warranty free of charge. For the warranty provided by the Seller the provisions of items 1-3 shall be applied respectively.

## complaints

### § 14

1. Any user of the Shop may file a complaint to the Seller, associated with the Shop's failure or the concluded contract, and in particular:
  - 1) concerning the goods on which the contract has been concluded,
  - 2) manner of delivery of the goods,
  - 3) the Shop's failure,
  - 4) description of products.
2. Complaints may be filed:
  - 1) in a written form, to the Seller's address,
  - 2) through an e-mail sent to the Seller's e-mail address.
3. The Seller shall handle the complaints and inform the user about the method of handling without undue delay, but not later than within 14 days of the date on which the complaints have been filed.
4. The Buyer may appeal against unfavorable handling of the complaints:
  - 1) by filing another complaint to the Seller,
  - 2) in a manner established in para. 18.
5. The Buyer may use the out-of-court dispute resolution by electronic means through the ODR platform of the European Union that enables filing complaints and redressing due to

the concluded contract that is available at <http://ec.europa.eu/consumers/odr/>. The Seller's e-mail address is indicated in the "Contact" tab.

### **other declarations by the Seller**

#### **§ 15**

The Seller declares that:

1) he has not been subject to the code of good practice established in art. 2 item 5 of the Act on Tackling Unfair Trade Practices.

2) The Buyer shall not be obliged to make any purchases in the Shop.

technical conditions for the provision of the services

#### **§ 16**

1. The Seller shall establish the following technical conditions for the provision of the services by electronic means:

1) The Buyer should use a device that enables using the Internet, in particular a personal computer or similar,

2) using the services requires installing a web browser Firefox 10, MS Internet Explorer 8, Opera 10, Chrome 10 - or higher versions,

3) the browser should enable accepting cookies and have JavaScript activated.

2. The Seller declares that within the Shop he shall use cookies to collect information associated with using the online shop "CoffeeMask" by the Customer, in particular, in order to maintain the session of the logged user and adjust the display method of sales offers to the needs of users.

3. The Seller shall declare that within the Shop's system he shall process the following performance data of the website's users within which the Shop is run:

1) IP address,

2) browser version,

- 3) browser type,
- 4) host,
- 5) operating system.

## **§ 17**

1. Any disputes arising out of the concluded contract of sales shall be resolved by common courts whose jurisdiction is based on the provisions of the Civil Code.
2. The Buyer can, regardless of the provisions of act 1, request the Seller for the consensual resolution of any dispute concerning the concluded contract or other matters concerning these Terms and Conditions.

## **§ 18**

1. The Seller can, due to significant reasons, to amend these Terms and Conditions. The amendment to the Terms and Conditions shall be made by the announcement of the new wording in the Shop, and shall enter into force after 14 days from informing the Buyers.
2. The significant reasons include in particular:
  - 1) changes to legislation,
  - 2) enhancement of the functionality of the Shop, in particular, the provision of new services by the Seller,
  - 3) changes to the provision of the services consisting of providing the Buyers with the access to information.
2. The Seller shall inform the Buyers about the changes to the Terms and Conditions by posting information on the Shop's website and by sending individual messages to e-mail addresses. After having received the information about the changes to the Terms and Conditions, the Buyer has the right to withdraw from the concluded contract within one month of the date on which they have received the information.

## **§ 19**

For matters not covered by these Terms and Conditions the following provisions shall apply:

- 1) the Civil Code, in particular, the part concerning sales,
- 2) Act of 30 May, 2014 on Consumer's Rights (Journal of Laws of 2014, item 827 with subsequent amendments).

## **§ 20**

1. The Terms and Conditions shall enter into force on 25 December, 2014 and shall apply to contracts of sales concluded as of this date.
2. Due to contracts of sales concluded before this date, the Terms and Conditions shall apply accordingly, namely, with reference to differences resulting from the provisions of:
  - 1) Act of 2 March, 2000, on the Protection of Certain Consumer Rights and the Liability for Damage Caused by a Dangerous Product (Journal of Laws of 2012, item 1225),
  - 2) Act of 27 July, 2002, on specific terms and conditions of consumer sale and amendments to the Civil Code (Journal of Laws No. 141, item 1176 with subsequent amendments).
3. Any user of the Shop who created an account in the Shop before 25 December, 2014 can make a declaration on withdrawal or ceasing the maintenance of an account within 30 days after the Terms and Conditions are established.

### **Annex 1 to the Terms and Conditions of 25 December, 2014**

### **of consumer sales of goods in the online shop "CoffeeMask"**

#### **INFORMATION CONCERNING EXERCISING THE RIGHT OF WITHDRAWAL**

#### **MODEL INSTRUCTIONS ON WITHDRAWAL**

#### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal you must inform the Seller, Świeżo Palona s.c., ul. Głogowska 273, 60-111 Poznań, [order@coffeemask.com](mailto:order@coffeemask.com), of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail).

You can use the model instructions on withdrawal, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

### **Annex 2**

**to the Terms and Conditions of 25 December, 2014**

**of consumer sales of goods in the online shop "CoffeeMask"**

**MODEL INSTRUCTIONS OF WITHDRAWAL**

(this form needs to be filled and sent back only in the event when you wish to withdraw from this contract)

– Świeżo Palona s.c. Paweł Małkowski, Jakub Stróżyński, ul. Głogowska 273, 60-111 Poznań, NIP (tax identification number) 7811870069, REGON (statistical identification number) 301789931, telephone: 61-2504100, e-mail address: order@coffeemask.com.

– I \_\_\_\_\_ I hereby inform / I announce my / our withdrawal from the contract of sale of the following things \_\_\_\_\_ .

– The date of conclusion of the contract \_\_\_\_\_ /reception \_\_\_\_\_

– Name and Surname: \_\_\_\_\_

– Address: \_\_\_\_\_

Signature: \_\_\_\_\_, date: \_\_\_\_\_