

Terms and conditions of the online store
Terms and conditions of the online supersonicfood.com

§ 1

Definitions

For the purposes of these Regulations, the following terms shall be adopted:

1. Buyer – a natural person with full legal capacity, a legal person or a infernal legal person,
2. Consumer – a natural person concluding a contract with the Seller not directly related to his business or professional activity,
3. Entrepreneur on consumer rights - entrepreneur to whom the provisions of the Civil Code give part of the rights of the consumer.
4. Seller: SUPERSONIC FOOD PL limited liability company KRS 0000839873 NIP 9512501164 REGON 385996745 ul. Bruzdowa 100C / 2, 02-991 Warsaw, Poland mailing address: SUPERSONIC Food, HubHub, ul. Progress 14, 02-676 Warsaw email: contactus@supersonicfood.com

§ 2

Preliminary provisions

1. Through the Store, the Seller provides the Buyer with the opportunity to conclude a contract for the delivery of the products described on the Store's pages.

The Terms and Conditions define the terms and conditions of use of the Store, as well as the rights and obligations of the Seller and Buyers.

2. In order to use the Store, it is not necessary for the Buyer's computer or other device to comply with special technical conditions. Sufficient are:
 - a. Internet access,
 - b. Standard operating system,
 - c. Standard web browser,
 - d. Have an active email address.
3. The Buyer may not make a purchase in the Store anonymously or under a pseudonym.
4. It is prohibited when using the Store to provide content of an unlawful nature, in particular by sending such content through forms available in the Store.
5. The provisions of the Regulations also apply to the Entrepreneur on consumer rights, except where expressly indicated otherwise.
6. All product prices listed on the Store's website are gross prices.

§ 3

Electronically supplied services

1. Through the Store, the Seller provides services to the Buyer by electronic means, as well as sales with delivery.
2. The basic service provided electronically to the Buyer by the Seller is to enable the Buyer to place an order in the Store leading to the conclusion of a contract

with the Seller. You can place an order without having an account with the Store.

3. The services are provided electronically to the Buyer free of charge. However, sales agreements and contracts for the supply of products concluded through the Store are payable.
4. In order to ensure the safety of the Buyer and the transfer of data in connection with the use of the Store, the Seller takes technical and organizational measures appropriate to the degree of security of the services provided, in particular measures to prevent the acquisition and modification of personal data by unauthorized persons.
5. The Seller takes steps to ensure the full proper functioning of the Store. The Buyer should inform the Seller of any irregularities or interruptions in the functioning of the Store.
6. Any complaints related to the functioning of the Store, the Buyer may report via e-mail to the e-mail address return@supersonicfood.com. In the complaint, the Buyer should provide the name, address for correspondence, as well as the type and date of the occurrence of irregularities related to the functioning of the Store. The Seller will process any Complaints within 14 days of receiving the complaint and will inform the Buyer about its settlement to the e-mail address of the complainant.

§ 4

Placing an order

1. Placing an order is done by filling in the order form after the products of interest have been added to the shopping cart. In the form it is necessary to provide the data necessary for the execution of the order. At the ordering stage, the payment method for the order is also used. The condition for placing an order is acceptance of the Terms and Conditions, which the Buyer should first familiarize himself with. In case of any doubts regarding the terms and conditions, the Buyer may contact the Seller.
2. When you click on the checkout button, the Buyer will be redirected to the payment gateway according to the selected payment method. Once the payment has been made effectively, the Buyer will be redirected back to the Order Confirmation Store page. At this time, the contract is deemed to have been concluded between the Buyer and the Seller. Confirmation of the conclusion of the contract will be sent to the Buyer to the e-mail address provided on the order form.
3. On the order form, the Buyer must provide true personal data. The buyer is responsible for providing false personal data. The Seller reserves the right to suspend the execution of the order in the event that the Buyer has provided incorrect data or where such data raises reasonable doubts of the Seller as to their correctness. In this case, the Buyer will be informed by telephone or e-mail of the Seller's doubts. In such a situation, the Buyer has the right to clarify all circumstances related to the verification of the veracity of the data provided.

In the absence of data enabling the Seller to contact the Buyer, the Seller will provide any explanations after the Buyer has taken contact.

4. The Buyer declares that all the data provided by him in the order form is true, while the Seller is not obliged to verify their truthfulness and correctness, although he has such a right in accordance with paragraph 7 above.

§ 5

Delivery and payment

1. The available payment methods for the order are described on the Store's website and presented to the Buyer at the ordering stage.
2. Electronic payments PayU, including payment by credit card, are handled by the following payment operator: payment operator: PayU SA with its registered office in Poznan, 60-166 Poznań, at Grunwaldzka Street 186.
3. Electronic payments PayPal, including payment by credit card, are handled by the following payment operator: PayPal with its local office registered in Warsaw, al. Jana Pawła II 28.
4. When paying with credit cards, the following types of cards are available: Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro.
5. Delivery is covered by the Buyer in accordance with the prices specified during the placing of the order.
6. The provisions of this paragraph also apply to the Consumer Rights Trader.

§ 6

Intellectual

1. The Seller hereby instructs the Buyer that the content contained in the Store and electronic products are protected by copyright and the copyright is vested in the Seller.
2. Unlawful distribution of the content or materials referred to in paragraph 1 above may result in civil or criminal liability.

§ 8

Withdrawal from the Consumer's Contract

1. The Consumer, who has concluded a distance contract with the Seller, has the right to withdraw from the contract without giving a reason within 14 days from the date of conclusion of the contract.
2. In order to withdraw from the contract, the Consumer must inform the Seller of his decision to withdraw from the contract by means of an unambiguous statement sent to the e-mail address: return@supersonicfood.com. The return form can be found on the <https://supersonicfood.com/shipping/> site.
3. In order to keep the deadline for withdrawal from the contract, it is sufficient for the Consumer to send information regarding the exercise of the Consumer's right of withdrawal before the expiry of the withdrawal period.

4. In the letter he should include the Buyer's Personal Data and the Buyer's claim. The buyer sends back the product that is the subject of the withdrawal at his own expense.
5. Address for return: SUPERSONIC – RETURN, OMNIPACK Sp. z o.o., ALEJA KATOWICKA 66, 05-830 NADARZYN, bud. DC04 ramp 10
6. The provisions of this paragraph also apply to the Consumer Rights Trader.

§ 9

Liability for defects

1. The Seller is obliged to provide the Buyer with a product free from defects.
2. The Seller is liable to the Buyer if the sold product has a physical or legal defect (warranty for defects).
3. If the Buyer finds a defect in the product, he should inform the Seller, at the same time specifying his claim for the defect found or making a statement of the relevant content.
4. The Buyer may contact the Seller both by post and by e-mail.
5. The Seller will respond to the complaint submitted by the Buyer within 14 days from the date of delivery of the complaint to him by such means of communication, using which the complaint was made.

§ 10

Personal data and cookies

1. The Seller is the Administrator of the Buyer's personal data.
2. The Buyer's personal data is processed for the purpose of handling orders, user account and possible defense, investigation or determination of claims related to contracts concluded through the Store.
3. Details of the processing of personal data and the use of cookies can be found in the privacy policy available at <https://supersonicfood.com/polityka-prywatnosci>.

§ 11

Out-of-court complaint handling and redress

1. The Seller agrees to submit any disputes arising out of the contracts concluded by means of mediation proceedings. Details will be determined by the parties to the conflict.
2. The consumer has the opportunity to use out-of-court means of dealing with complaints and redress. Among other things, the Consumer has the opportunity to:
 - a. to apply to the consumer court on a permanent amicable basis to settle the dispute resulting from the contract concluded,
 - b. request the provincial inspector of the Trade Inspection to initiate mediation proceedings for the amicable termination of the dispute between the Buyer and the Seller,
 - c. the assistance of a district (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection.

3. For more detailed information on out-of-court complaint handling and redress, the Consumer may search the website <http://polubowne.uokik.gov.pl>.
4. The consumer can also use the ODR platform, which is available at <http://ec.europa.eu/consumers/odr>. The Platform is used to resolve disputes between consumers and traders seeking an out-of-court settlement of a dispute concerning contractual obligations arising out of an online sales or service contract.

§ 12

Final provisions

1. The Seller reserves the right to enter into and revoke offers, promotions and price changes in the Store without prejudice to the rights acquired by the Buyer, including in particular the terms of the contracts concluded before the change.
2. Any disputes related to contracts concluded through the Store will be dealt with by Polish common court competent for the permanent place of business of the Seller. This provision does not apply to Consumers for whom jurisdiction and jurisdiction are dealt with on a general basis.
3. The Seller reserves the right to make changes to the Regulations. The Regulations in force on the date of conclusion of the agreement shall apply to contracts concluded before the amendment of the Regulations.
4. These Terms and Conditions apply from 01.01.2021