MaLuna Trade Terms (OWH)

Version 1.3 of 27 October 2026. In force from 19 November 2026. In the event of any discrepancy the Polish version prevails (§ 19 section 5).

§ 1. Scope and definitions

1. These Trade Terms (OWH) set out the rules for selling MaLuna products to businesses that buy them for resale.
2. These Trade Terms do not apply to consumers.
3. These Trade Terms do not apply to a natural person running a sole proprietorship who buys products without a professional character, that is, not for resale. Such a person buys under the Shop terms and conditions for consumers (/terms) and has the rights set out in those terms and conditions.
4. The professional character of a purchase follows from its purpose, that is, resale, and from the verification under § 3. The Seller does not require a separate statement on the professional character of the contract and does not make the conclusion of the contract conditional on such a statement.
5. Terms used in these Trade Terms:
   1) **Seller** — ZOYA GROUP Sp. z o.o., details in § 2.
   2) **Buyer** — a business with an approved business account that buys products for resale.
   3) **Shop** — the Seller's online shop at mymaluna.pl and mymaluna.com.
   4) **Business account** — an account in the Shop approved by the Seller after the verification under § 3.
   5) **Price list** — the wholesale price list under § 4, visible in the Shop after logging in to the business account.
   6) **Order** — an offer to buy placed by the Buyer in the Shop.
   7) **Design** — a MaLuna product model marked in the Shop with one name, in all sizes and colours.
   8) **Pre-order** — sale of designs before they are sewn, on the terms of § 6.
   9) **Advance payment** — part of the price paid in advance and credited towards the price. An advance payment is not a deposit (zadatek).
   10) **Working day** — a day from Monday to Friday, except public holidays in Poland.

§ 2. Seller and contact

1. The Seller is ZOYA GROUP Sp. z o.o. with its registered office in Gdańsk, ul. Szafarnia 11 lok. F8, 80-755 Gdańsk, entered in the register of entrepreneurs of the National Court Register (KRS) under number 0000876118 by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, NIP (tax identification number) 5833416299, REGON 387816925, share capital PLN 10,000.00.
2. Business accounts, orders and terms of cooperation: sales@mymaluna.com.
3. Telephone: +48 784 211 680.
4. Address for returning goods in matters under § 10 and § 11: ZOYA GROUP Sp. z o.o. — magazyn (warehouse), ul. Gołębia 9B, 83-050 Bąkowo, Poland.

§ 3. Business account and verification

1. Buying on the terms of these Trade Terms requires an approved business account. The contract for keeping an account, including a business account, is governed by the Shop terms and conditions (/terms). These Trade Terms set out the rules for approving a business account and for purchases on the terms of these Trade Terms.
2. On registration, the Buyer provides its NIP number; a Buyer from another European Union Member State provides its EU VAT number.
3. The Seller checks the Buyer's details in public registers: in the REGON register kept by Statistics Poland (GUS), in the list of VAT taxpayers kept by the Minister of Finance and, for Buyers from other EU states, in the VIES system.

4. The Seller decides whether to approve the account no later than on the working day following the day on which the NIP or EU VAT number was provided. It informs the Buyer of the decision by e-mail. For a NIP or EU VAT number provided before these Trade Terms enter into force, the day on which it was provided is deemed to be the day on which these Trade Terms enter into force (§ 20 section 1).
5. The Seller may ask for the NIP number to be corrected or for additional details. The time limit in section 4 then runs from the day on which they are received.
6. The Seller may refuse to approve a business account, in particular when:
   1) the number cannot be confirmed in the registers in section 3;
   2) the entity is not an active VAT taxpayer or has ceased its business;
   3) the account details indicate a different entity than the NIP or EU VAT number;
   4) the Buyer owes the Seller amounts that are due and unpaid.

   A difference in how the company name is written, where the number is confirmed in the registers, is not a ground for refusal and does not hold up approval; the Seller may check it later (sections 8 and 8a).
7. A decision to refuse is always taken by a person authorised by the Seller and not solely by an IT system. The Buyer may present its position at sales@mymaluna.com and ask for the matter to be reconsidered.
8. The Buyer updates the company details in the account without delay, in particular after a change of name, address, NIP number or status in the registers. The Seller may check the details again in the registers in section 3.

8a. If, after approval, the check under section 8 shows a case under section 6, the Seller may withdraw approval of the business account. It informs the Buyer of this by e-mail with reasons; section 7 applies. The Seller performs orders already accepted.

9. The business account is free of charge. The Buyer may delete it at any time by writing to sklep@mymaluna.pl or sales@mymaluna.com. Deleting the account does not affect orders already accepted.
10. The register checks may be carried out on the Seller's behalf by an entity processing data on its instructions. Details are given in the privacy policy (§ 17).

§ 4. Wholesale price list and discount

1. Wholesale prices are given in the price list. The Buyer sees it in the Shop, with each product, after logging in to an approved business account.
2. Prices in the price list are net prices. The Shop shows them with VAT added, and the amount of that VAT is given in the e-mail confirming receipt of the order. VAT is added to the net price if it is due under VAT legislation. The net amounts in section 5 point 2 and in § 5 section 1 are calculated from net prices.
3. The price in the price list at the time the order is placed is binding. A change of the price list does not affect orders already accepted.
4. The price list may give a suggested retail price. It is purely for information (§ 12).
5. The Buyer receives a 10% discount on the price-list price if one of these conditions is met:
   1) the order is placed as a pre-order (§ 6), or
   2) the order value is at least PLN 3,000 net.
6. The discounts in section 5 do not add up. An order that meets both conditions receives a 10% discount.
7. The order value in section 5 point 2 is the net value of the goods in one order, before the discount and excluding delivery costs. The PLN 3,000 net threshold applies to every order, including an order for goods available from stock.
8. The discount does not depend on the prices at which the Buyer sells the products.
9. The net value of an order placed in a currency other than the Polish zloty is converted into zloty at the average exchange rate of that currency published by the National Bank of Poland on the last working day before the day the order is placed. The value converted in this way is compared with the amounts in section 5 point 2 and in § 5 section 1.

§ 5. Order and conclusion of the contract

1. The Buyer's first order must have a value of at least PLN 1,500 net. The value is calculated from the net prices of the goods, before the discount in § 4 and excluding delivery costs.
2. The Buyer places an order in the Shop after logging in to the business account. Placing an order is an offer to buy.
3. After the order is placed, the Seller sends an e-mail confirming receipt of the order. This e-mail does not mean that the order is accepted.
4. The sales contract is concluded when the Buyer receives an e-mail confirming acceptance of the order. The Seller attaches these Trade Terms to the e-mail as a PDF file or as a link to a PDF file.
5. If the first order has a value below the minimum in section 1, the Seller gives it the status “to be completed” and contacts the Buyer. The contract is not concluded until the Buyer tops up the order to the minimum.
6. If the Buyer does not top up the order within the time limit set by the Seller, which is not shorter than 7 days from the contact under section 5, the order is not performed. If the Buyer has already paid anything, the Seller refunds the full payment.
7. The Seller may decline to accept an order or part of it, in particular when goods are out of stock or when the order exceeds the limit in § 6 section 4. The Seller then informs the Buyer by e-mail. The Buyer decides whether to accept performance of part of the order. The Seller refunds payments for the part not accepted within 7 days from sending this information.
8. Individual arrangements between the parties, confirmed by the Seller by e-mail, take precedence over these Trade Terms.
9. The Buyer may also send an enquiry by e-mail to sales@mymaluna.com. An enquiry is not an order. On the basis of the enquiry, the Seller may prepare an order in the Shop on the Buyer's business account and sends the Buyer a summary of it by e-mail. The prepared order becomes the Buyer's offer (section 2) when the Buyer confirms it by e-mail. The contract is concluded under section 4.

§ 6. Pre-orders until 20 December 2026

1. From the date on which these Trade Terms enter into force (§ 20), but not earlier than 20 November 2026, until 20 December 2026, the Buyer may pre-order designs marked in the Shop as available for pre-order. A pre-order covers only such designs. The Buyer orders goods available from stock in a separate order.
2. A pre-order is subject to the discount in § 4 section 5 point 1 and to the minimum in § 5 section 1 if it is the Buyer's first order.
3. After accepting the order, the Seller issues a pro forma invoice for an advance payment of 50% of the order price. The advance payment is credited towards the price. The advance payment is not a deposit (zadatek).
4. The Buyer may pre-order at most 12 pieces of one design, in total across all sizes and colours (§ 1 section 5 point 7) and across all its pre-orders. The Seller accepts an order above this limit only up to the limit (§ 5 section 7).
5. A design goes into production if orders for that design reach at least 30 pieces. We count the pieces of that design, in all sizes and colours, from orders placed in the Shop (mymaluna.pl and mymaluna.com) under the Shop’s terms and paid in full, and from orders placed under the OWH for which the whole advance payment under OWH § 6(3) has been credited to the seller’s account (OWH § 7(3)) — as at 20 December 2026, 23:59. We do not count pieces that have been cancelled or pieces for which either party withdrew from the contract before that time; we count the other pieces of that order.

5a. A design for which the statement “Made regardless of the number of orders” has appeared in the Shop no later than 20 December 2026, 23:59, goes into production regardless of the number of pieces ordered. The Seller does not remove this statement before that time. The condition in section 5 does not apply to such a design; in an order in which another design does not go into production, it is one of the remaining items under section 10.

6. The condition in section 5 is objective. Except as provided in section 5a, the Seller does not decide in any other way whether a design goes into production.

7. After 20 December 2026, and no later than 21 December 2026, the Seller informs the Buyer by e-mail which of the ordered designs go into production.
8. If a design does not go into production, the Seller refunds to the Buyer the full payment for that design within 7 days from 20 December 2026, that is, by 27 December 2026. The refund is made to the account from which the payment came.
9. Instead of a refund, the Buyer may choose to transfer the payment to another design that goes into production. The transfer requires the Buyer's consent given by e-mail before the time limit in section 8 expires. Without such consent, the Seller refunds the payment.
10. If some of the designs in an order do not go into production, the Seller asks the Buyer, in the e-mail under section 7, whether the Buyer cancels the whole order — in which case the Seller refunds the full payment within the time limit in section 8 or, if the Buyer communicates its choice later, within 7 days from the day the choice is communicated — or whether the Buyer accepts performance of the remaining items, also when their value is below the minimum in § 5 section 1. Lack of a reply does not mean cancellation of the order. If the Buyer does not reply within 7 days from the e-mail under section 7, the Seller repeats the question by e-mail. The Seller performs the remaining items after the Buyer's reply or, if the Buyer does not reply within 7 days from the repeated question either, in accordance with the order.
11. The Seller ships pre-order goods from 27 January 2027.
12. Before shipping, the Seller issues a pro forma invoice for the rest of the price and the delivery cost. The Seller ships the goods after this payment is booked.
13. If the Seller cannot ship the goods from 27 January 2027, it informs the Buyer by e-mail and gives a new date. The Buyer may then withdraw from the contract as regards the delayed items. The Seller refunds the payments for those items within 7 days from receiving the statement of withdrawal.
14. If the Buyer does not pay the advance payment by the date on the pro forma invoice, the Seller asks the Buyer by e-mail to pay within an additional time limit of not less than 7 days. If that time limit expires without payment, the Seller may withdraw from the contract.

§ 7. Payments

1. The Buyer pays by bank transfer to the Seller's account given on the pro forma invoice or invoice. The Shop may also offer other payment methods. The methods available are those the Shop shows when the order is placed.
2. The payment date is given on the pro forma invoice or invoice. It is not later than 60 days from delivery of the invoice. The Seller ships goods available from stock after payment, unless the pro forma invoice or the order acceptance confirmation sets a payment date after the goods are handed over.
3. Payment is made when the Seller's account is credited.
4. The Seller documents the advance payment and the rest of the price with invoices in line with VAT legislation, including an advance invoice where that legislation requires one.
5. If the Shop offers deferred payment through an external provider, its terms are set by the Buyer's contract with that provider.
6. In the event of late payment, the Seller is entitled to statutory interest for late payment in commercial transactions and to compensation for recovery costs, in the amount and on the terms set out in the Act on Counteracting Excessive Delays in Commercial Transactions (ustawa o przeciwdziałaniu nadmiernym opóźnieniom w transakcjach handlowych).
7. The Seller may withhold shipment of the Buyer's further orders until the Buyer pays amounts that are due.

§ 8. Delivery and receipt

1. The Seller ships the goods to the delivery address given in the order.
2. Delivery costs are set by the delivery price list in the Shop or by the order acceptance confirmation; the Buyer sees them before the contract is concluded.

3. The risk of accidental loss of or damage to the goods passes to the Buyer when the goods are handed over to the carrier.
4. The Buyer checks the parcel on receipt. If the packaging is damaged, the Buyer, where possible, draws up a damage report with the carrier and informs the Seller at sales@mymaluna.com.
5. The Buyer checks the contents of the parcel against the order and the invoice. The Buyer reports quantity shortages and defects visible on an ordinary inspection within 7 days of delivery.

§ 9. Retention of title

1. The goods remain the property of the Seller until the price and delivery costs are paid in full.
2. The Seller repeats the clause in section 1 on the pro forma invoice and the invoice.
3. If the Seller takes back goods because of non-payment, it may claim remuneration for wear of or damage to the goods.
4. For an order with a payment date after the goods are handed over, the Buyer confirms the retention of title by signing the pro forma invoice or the order confirmation. In a pre-order, the Buyer pays the rest of the price before shipment (§ 6 section 12).

§ 10. Statutory warranty (rękojmia)

1. The Seller is liable to the Buyer under the statutory warranty for defects in the goods for 12 months from the handover of the goods to the Buyer.
2. The Buyer reports a defect by e-mail to sales@mymaluna.com:
   1) quantity shortages and defects visible on an ordinary inspection — within the time limit in § 8 section 5;
   2) hidden defects — without delay after they are found, and no later than before the period in section 1 expires.
3. Sending the report before the time limit expires is enough to meet it. In the report, the Buyer gives the order number, design, size, number of pieces and a description of the defect, preferably with a photo.
4. Where a defect is accepted, the Seller chooses how to deal with it: repair, replacement with goods free from defects, a price reduction or a refund of the price after the goods are returned. The Seller bears the cost of returning goods with an accepted defect.
5. The Seller replies to the report within 14 days of receiving it.
6. The limitations in this § 10 do not apply if the Seller fraudulently concealed the defect.
7. This § 10 does not apply to a natural person who buys without a professional character (§ 1 section 3). That person's rights are set out in the Shop terms and conditions for consumers.
8. If a customer of the Buyer makes a complaint to the Buyer about a MaLuna product, the Buyer may report a defect in the goods to the Seller under this § 10.

§ 11. Trade returns

1. The Buyer does not have the right to withdraw from the contract without giving reasons that the law gives to consumers.
2. Goods free from defects may be returned only with the Seller's consent given by e-mail. The Seller states the terms of the return, including the time limit, the condition of the goods and the cost of return, in that consent.
3. A size exchange is a return of goods free from defects on the terms of section 2. The Buyer orders a different size in a separate order.

§ 12. Resale prices

The suggested retail price is purely for information. The Buyer sets the prices at which it sells the products on its own and independently. The Seller does not make cooperation or its terms conditional on the level of resale prices.

The Seller does not collect, does not monitor and does not require from the Buyer information on the prices at which the Buyer sells the products. Information on prices in the Seller's shops is purely for information.

§ 13. Brand presentation

1. The name and signs of the MaLuna brand and the photos and descriptions of products from the Shop belong to the Seller, or the Seller has the right to use them.
2. The Buyer may use the MaLuna name in any sales channel under § 14 section 1 to offer MaLuna products bought from the Seller. It may use photos and descriptions of products from the Shop for this purpose only on its own websites, including its own online shop.
3. Use of photos or descriptions of products from the Shop on social media, in listings on online marketplaces, in PDF files, in print, in advertising and in other materials requires the Seller's consent given by e-mail.
4. The Buyer does not alter photos in a way that changes how the product looks.
5. The consent in section 2 is free of charge and non-exclusive. The Buyer may not pass it on to others.
6. The scope of the consent does not depend on the prices at which the Buyer sells the products.

§ 14. Sales channels

1. The Buyer may sell MaLuna products in any channel, including a physical shop, its own online shop and online marketplaces.
2. These Trade Terms do not grant the Buyer exclusivity for a territory or a customer group. The parties may agree exclusivity only in a separate contract.

§ 15. Liability

1. The Seller's liability to the Buyer for non-performance or improper performance of the contract is limited to the value of the order to which the damage relates.
2. The Seller is not liable for the Buyer's lost profits.
3. The limitations in sections 1 and 2 do not apply to damage caused intentionally.
4. The limitations in sections 1 and 2 do not apply to the obligation to refund payments under § 5 and § 6.
5. The rules of the statutory warranty are set out in § 10.

§ 16. Force majeure

1. A party is not liable for non-performance or delayed performance of the contract if it results from force majeure. Force majeure is an external event that the party could not foresee or prevent, for example a natural disaster, an epidemic, a decision of the authorities or a disruption in carriers' services.
2. The party affected by force majeure informs the other party of it by e-mail without delay and gives the expected duration of the obstacle.
3. Time limits for performance of the contract are extended for the duration of force majeure.
4. If force majeure lasts longer than 30 days, either party may withdraw from the contract as regards the part not performed. The Seller then refunds payments for that part within 7 days.

§ 17. Personal data

1. The controller of personal data is the Seller. The rules of data processing are described in the Shop privacy policy (/privacy-policy).
2. The Buyer may give the Seller the data of its employees and associates, for example contact persons and persons collecting parcels (first name, surname, e-mail, telephone, position). The Seller processes these data to conclude and perform the contract with the Buyer, on the basis of its legitimate interest.
3. The Buyer informs these persons that it has given their data to the Seller and points them to the Seller's privacy policy.

4. The Seller does not require the data of the Buyer's customers from the Buyer, except for data needed to handle complaints under § 10 section 8.

§ 18. Changes to the Trade Terms

1. The Seller may change these Trade Terms for a valid reason, in particular after a change in the law, a change of payment or delivery methods, or a change in the scope of wholesale sales.
2. The Seller informs the Buyer of a change by e-mail with the new text of the Trade Terms as a PDF file at least 14 days before the change takes effect.
3. A Buyer that does not accept the change may delete its business account before the change takes effect (§ 3 section 9).
4. Orders placed before the change takes effect are governed by the previous Trade Terms.

§ 19. Governing law, court, final provisions

1. Contracts concluded on the basis of these Trade Terms are governed by Polish law.
2. Disputes are settled by the court having jurisdiction over the Seller's registered office.
3. If the Buyer applies its own general terms of purchase, the Seller does not accept their provisions that conflict with these Trade Terms, unless it agrees to them by e-mail.
4. If a provision of these Trade Terms proves invalid, the remaining provisions remain binding.
5. These Trade Terms have a Polish and an English version. In the event of any discrepancy the Polish version prevails.

§ 20. Entry into force

1. These Trade Terms enter into force on 19 November 2026.
2. These Trade Terms apply to orders placed from 19 November 2026.