

TERMS AND CONDITIONS

Conditions of Use for the Maqma Online Store

Last updated: 27 August 2026

These Terms govern access to and use of the Maqma online store and the purchase of Products through the Website. **Please read them carefully before placing an Order.**

1. Definitions

For the purposes of these Terms, the following expressions have the meanings set out below. Once defined, the shortened terms are used throughout this document for clarity and consistency.

Company: LTD Bmb Mataraci Trans Georgia, registered under identification number 401975449, with its office at David Aghmashenebeli Ave. 156, 3rd Floor, Tbilisi, Georgia.

Brands: the product brands offered for sale on the Website, including but not limited to Maqma, Vestel, Fakir, Manamo and Taç, as well as any other brands that may be added to the Website from time to time. The relevant trademarks and brand rights remain the property of their respective owners.

Website: the Maqma online store available at www.maqma.ge, including its sub-pages and any replacement domain officially operated by the Company.

Service: the Website and the online shopping, account, customer support and related digital services made available through it.

User: any person who visits, accesses or uses the Website, whether or not that person has created an Account. Where the User purchases Products for personal purposes, the User may also be a Consumer under applicable law.

Account: a registered user account created on the Website.

Product: any goods offered for sale through the Website.

Order: a request submitted through the Website to purchase one or more Products.

Payment Provider: a bank, payment institution or other third-party provider used to process or facilitate payment for an Order.

Delivery Provider: a courier, postal operator, transport company or other third party used to deliver an Order.

Terms: these Terms and Conditions, as amended from time to time in accordance with applicable law.

2. Acceptance and Scope

By accessing or using the Website, creating an Account, or placing an Order, you acknowledge that you have read and understood these Terms and agree to be bound by them. **If you do not agree with these Terms, you should not use the Website or place an Order.**

Mandatory rights granted to Consumers under Georgian law are not excluded, waived or restricted by these Terms. If any provision of these Terms conflicts with a mandatory legal requirement, the mandatory legal requirement will prevail to the extent of that conflict.

3. Electronic Communications

When you place an Order, create an Account, send us a message or otherwise communicate with the Company electronically, you consent to receiving communications from us electronically where permitted by law. Such communications may include order confirmations, payment or delivery updates, account notices, support messages and legally required information.

Electronic records and communications may be used as evidence of correspondence and transactions between you and the Company to the extent permitted by applicable law.

4. Eligibility and Minors

The Website is intended for persons who are legally capable of entering into the relevant transaction. A person under the age of 18 may use the Service only with the involvement and consent of a parent or legal guardian, where such consent is required by law.

The Company may refuse or cancel an Order where it reasonably determines that the person placing the Order is not legally entitled to enter into the transaction, subject to applicable law.

5. Accounts and Account Security

When creating an Account, you must provide information that is accurate, complete and current. You are responsible for keeping your login credentials confidential and for taking reasonable steps to prevent unauthorised access to your Account.

You must notify the Company promptly if you become aware of unauthorised access to, or use of, your Account.

Do not share your password with third parties.

The Company may suspend or terminate an Account where reasonably necessary for security, fraud prevention, legal compliance or a material breach of these Terms. Any such action will not affect mandatory Consumer rights or obligations relating to Orders already accepted, except where the law permits otherwise.

6. Product Information and Availability

The Company aims to present Product descriptions, images, specifications, availability and other information as accurately as reasonably possible. Minor differences may occur due to screen settings, photography, manufacturing variations or other factors that do not materially affect the Product.

If you identify inaccurate Product information, please contact us at info@maqma.ge and, where possible, provide the Product name or barcode and a description of the issue.

Product availability may change. The inclusion of a Product on the Website does not guarantee that it will remain available until an Order is accepted and fulfilled.

7. Prices, Taxes and Charges

Unless clearly stated otherwise, prices displayed on the Website are the final Product prices and include taxes required by Georgian legislation. Delivery or other additional charges, where applicable, will be disclosed before the User completes the Order.

If a clear pricing or description error is identified before fulfilment, the Company may contact the User to correct the Order or may cancel it, subject to applicable law. Any payment collected for a cancelled Order will be refunded as required by law and the applicable payment method.

8. Orders and Contract Formation

An Order submitted through the Website is a request to purchase the selected Products. When an electronic Order entails payment, the User must be clearly informed that placing the Order creates an obligation to pay.

The Company may refuse or cancel an Order before fulfilment for legitimate reasons, including Product unavailability, a material error in Product information or price, inability to verify the transaction, suspected fraud or unauthorised activity, or another reason permitted by law.

An Order confirmation, invoice, payment confirmation, dispatch notice or other electronic record may be used to document the transaction. The exact point at which the sales contract is concluded will be determined by the checkout flow and applicable law.

9. Payments

Available payment methods are displayed on the Website or during checkout. Payments may be processed by third-party Payment Providers. The Company may provide the Payment Provider with information necessary to initiate, verify and reconcile the transaction.

Where card information is collected directly by a Payment Provider, the Payment Provider may process that information under its own terms, security standards and privacy notice. The User must be legally entitled to use the selected payment method and must provide accurate payment-related information.

10. Delivery

Available delivery methods, delivery restrictions, estimated delivery periods and charges are shown on the Website, during checkout, or in the applicable Delivery Policy. Delivery times are estimates unless a specific period is expressly guaranteed.

The User is responsible for providing an accurate and complete delivery address and contact information. Delays resulting from incomplete or incorrect information may affect the delivery schedule.

If an Order is shown as delivered but has not been received, the User should contact the Company promptly at info@maqma.ge so that the matter can be investigated with the Delivery Provider.

11. Damaged, Incorrect or Missing Products

The User should inspect the external packaging at delivery where reasonably possible. If the package is visibly damaged, the User should record the damage with the Delivery Provider and may refuse the package where permitted by the delivery procedure and applicable law.

If a Product is damaged, incorrect or missing, please contact info@maqma.ge as soon as reasonably possible and provide the Order details together with photographs where useful. The Company will assess the matter and provide the remedy required by applicable law and the relevant Return and Refund Policy.

Important: Nothing in this section transfers to the User any risk or responsibility that Georgian consumer law places on the Company.

12. Returns, Withdrawal and Refunds

Consumers purchasing through a distance contract may have a statutory right to withdraw from the contract within **14 calendar days** without giving a reason, except where a legal exception applies.

The conditions, procedure, return method, exclusions and refund process are described in the Company's Return and Refund Policy and are always subject to mandatory Georgian consumer protection law.

Your statutory rights: The Return and Refund Policy cannot reduce rights that are granted to you by mandatory law.

13. User Content and Communications

Where the Website permits reviews, comments, questions, images or other user-submitted content, the User remains responsible for that content and must ensure that it is lawful, accurate where presented as fact, and does not infringe the rights of another person.

Users must not submit content that is unlawful, threatening, abusive, discriminatory, obscene, deceptive, defamatory, infringing, malicious, spam, unauthorised advertising, or that contains viruses or other harmful code.

By submitting content for publication on the Website, the User grants the Company a non-exclusive right to host, reproduce and display that content to the extent reasonably necessary to operate the Website and provide the

Service. The Company may moderate or remove content where reasonably necessary to enforce these Terms or comply with law.

14. Prohibited Uses

The Service may be used only for lawful purposes. In particular, a User must not:

- attempt to gain unauthorised access to the Website, another Account, systems or data;
- interfere with the security, availability or operation of the Website;
- use false identity or payment information, impersonate another person or conduct fraudulent activity;
- introduce malware, automated abuse, scraping or other harmful technical activity except where expressly authorised;
- use the Website or its Content in a manner that violates applicable law or third-party rights.

15. Intellectual Property

Unless otherwise stated, the Website, its design, software, text, graphics, photographs, icons, logos, trademarks, product presentation and other content made available through the Service (“Content”) are owned by the Company, its affiliates, suppliers, licensors or other lawful rights holders and are protected by applicable intellectual property laws.

The User may access the Content for personal, non-commercial use in connection with the Service. **No Content may be copied, modified, distributed, republished, sold or commercially exploited without the prior permission of the relevant rights holder, except where the law permits otherwise.**

16. Third-Party Services and Links

The Website may use or link to services operated by third parties, including Payment Providers, Delivery Providers, analytics services and external websites. Those third parties may have their own terms and privacy notices. The Company does not control independent third-party websites and is not responsible for their content or practices, except to the extent responsibility cannot be excluded under applicable law.

17. Privacy, Personal Data and Cookies

The Company processes Personal Data in connection with the Website and Orders in accordance with its Privacy Policy and applicable Georgian data protection legislation. The Privacy Policy explains the categories of data processed, purposes, recipients, retention principles and User rights.

The Website may use cookies or similar technologies for essential functionality and, where applicable, analytics or other purposes. Further information may be provided in a Cookie Policy or cookie notice.

18. Marketing Communications

The use of the Website does not by itself constitute consent to receive direct marketing. Marketing or promotional communications will be sent where the Company has an appropriate legal basis, including consent where required by law.

A User may withdraw marketing consent or unsubscribe at any time using the mechanism provided in the communication or by contacting the Company. Transactional and service-related messages necessary for an Order or Account are not marketing communications.

19. Service Availability and Limitation of Liability

The Company takes reasonable measures to keep the Website available and secure, but uninterrupted or error-free operation cannot be guaranteed. Temporary interruptions may occur due to maintenance, security, telecommunications, third-party services or events outside the Company’s reasonable control.

To the fullest extent permitted by law, the Company is not liable for indirect or consequential loss arising solely from the inability to access or use the Website. This limitation does not exclude liability or Consumer rights that cannot lawfully be excluded or limited.

20. Governing Law and Disputes

These Terms and transactions made through the Website are governed by the laws of Georgia, without prejudice to mandatory Consumer protections that may apply.

The parties should first attempt to resolve complaints or disputes in good faith through the Company's customer service channels. A User retains the right to use any court, consumer protection authority or other dispute-resolution mechanism available under applicable law.

21. Changes to These Terms

The Company may update these Terms to reflect changes in law, the Website, business processes or services. The current version will be published on the Website with an updated revision date.

Changes will apply prospectively as required by law. Terms governing an Order already concluded will not be changed retroactively where doing so would adversely affect rights already acquired under that transaction, unless the law permits or requires otherwise.

22. Notices and Contact Information

General questions, Order issues, Product concerns and customer service requests may be sent to:

- **Email:** info@maqma.ge
- **Website:** the Maqma online store available at www.maqma.ge, including its sub-pages and any replacement domain officially operated by the Company.
- **Registered/office address:** David Aghmashenebeli Ave. 156, 3rd Floor, Tbilisi, Georgia

Formal notices to the Company may be delivered to the address above or by another legally valid method accepted under Georgian law.

23. Severability, No Waiver and Entire Understanding

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in effect to the extent permitted by law. A failure or delay by the Company to exercise a right does not constitute a waiver of that right.

These Terms operate together with the Privacy Policy and any specific policies expressly applicable to an Order, including the Return and Refund Policy, Delivery Policy and other legally required information made available before purchase.

24. Acknowledgement

By using the Website or placing an Order, you acknowledge that you have had the opportunity to read these Terms and the policies referenced in them. When placing an Order that entails payment, you acknowledge the obligation to pay the amount shown before confirmation.