

TERMS AND CONDITIONS OF RESERVATION SUPPORT SERVICE

These Terms and Conditions set out the terms and conditions for the provision of the Reservation Support Service to the User.

1. DEFINITIONS

As used herein, the following terms have the respective meanings set forth below::

- 1.1. "**Working days**" - all days of the week from Monday to Friday, excluding public holidays;
- 1.2. "**Consumer**" - an adult natural person who ordered Reservation Support service for a purpose not directly related to his/her commercial or professional business;
- 1.3. "**User Account**" - a collection of resources maintained by the Site Administrator, marked with an individual name (login) and password, in which a set of the User's personal data and preferences is collected, and a set of information about the activities of the User who has registered on the Site in accordance with its Terms and Conditions;
- 1.4. "**Reservation Support**" - a paid agreement concluded by and between the Supplier and the User, whereunder the Supplier undertakes to deliver the Goods covered by the Goods Sales Agreement to the address mentioned by the User, and the User undertakes to pay the Fee. The User electronically (via the User Account); The User orders the Reservation Support by electronic means (via the User Account);
- 1.5. "**Fee**" - the Supplier's remuneration for the Reservation Service;
- 1.6. "**Supplier**" – Tomasz Tomasz Budyta, conducting business under the business name of P APKIN Tomasz Budyta with registered office in Chyliczki, ul. Zimowa 32, 05-500 Piaseczno, holder of Tax Identification Number (NIP): 5221564809, Business Register Number (REGON): 011979099;
- 1.7. "**Attorney**" - the named employee of the Supplier to whom the User has given the Authorisation;
- 1.8. "**Terms and Conditions**" - these Terms and Conditions which set out the terms and conditions for the provision of the Reservation Support Service to the User;
- 1.9. "**Terms Premium Service**" or "**Terms and Conditions**" - Premium Service sp. z o.o. z with its registered office in Warsaw, ul. Puławska 336, 02-819 Warsaw, entered in the Register of Businesses of the National Court Register, maintained by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under number 0000349548, holder of NIP: 9512304245, REGON: 142310466, with share capital of PLN 15 000.00;
- 1.10. "**Site Terms and Conditions**" - the terms and conditions governing the use of the Site and the services provided by electronic means, made available through the Website, subject to the service described in the Terms and Conditions, available [HERE](#);
- 1.11. "**Reservation**" - a reservation agreement whereunder the Service Provider renders a service to the User, consisting of the reservation of the Goods displayed by the Site and pointed out by the User, offered for sale by Premium Service, at the specific Point of Sale for a specified period, in order to enable the User to conclude a Sales Agreement for these Goods at the Point of Sale. The User makes the Reservation by electronic means (via the User Account);
- 1.12. "**GDPR**" - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L. 2016 No. 119, p. 1);
- 1.13. "**Sklep Skład Wina i Whisky**" or "**Point of Sale**" – point of sale located in Pruszków at ul.

Gomulińskiego 8, 05-800 Pruszków, phone: 516 091 824, e-mail: skladwinaiwhisky@gmail.com
maintained by Premium Service;

- 1.14. **"Goods"** - the goods covered by the Reservation;
- 1.15. **"Goods Sales Agreement"** - Goods Sales Agreement, concluded at the Point of Sale by and between Premium Service and the User, by and through the Attorney;
- 1.16. **"Authorisation"** - the authorisation to make, on behalf of the User, a declaration of intent to conclude a Goods Sales Agreement, granted to an employee -identified by his/her full name - of Tomasz Budyta, conducting business under the business name of PPKIN Tomasz Budyta with its registered office in Chyliczki, Zimowa 32, 05-500 Piaseczno (NIP: 5221564809, REGON: 011979099);
- 1.17. **"User"** - an adult natural person with full legal capacity who has a User Account on the Site;
- 1.18. **"Site"** - the website located at www.winezja.pl. The Website belongs to the Service Provider;
- 1.19. **"Service provider"** - Soare sekt a.s. with its registered office at Vídeňská 101/119, 619 00 Brnojih

2. GENERAL PROVISIONS

- 2.1. Via the functionality of the Site, the Users may order the Reservation Support service in accordance with these Terms and Conditions. The Supplier reserves that the Reservation Support Service may not be available to all Site Users due to the manner or location of providing the Reservation Support Service.
- 2.2. Reservation Service shall be construed as a paid Agreement concluded between the Supplier and the User, whereunder the Supplier undertakes to deliver the Goods covered by the Goods Sales Agreement to the address mentioned by the User (located in the Republic of Poland), and the User undertakes to pay the Fee
- 2.3. The User acknowledges that the Supplier may subcontract the carriage of the Goods to a third party who meets the conditions prescribed by law for the carriage of goods

3. SERVICE ORDER

- 3.1. A User may order Reservation Support provided that the User holds a User Account, provides the necessary information to execute the Agreement and has examined and accepted these Terms and Conditions.
- 3.2. The Reservation Support is ordered by:
 - a) filling in the Reservation form by providing:
 - (i) full name,
 - (ii) address (street, house number, town, postal code),
 - (iii) telephone number,
 - b) choice of payment method,
 - c) confirmation of ordering the Reservation Support by clicking on the "I book and order the Reservation Support with the obligation to pay" button.

Making an action as described above shall be deemed as making a declaration of intent to conclude an Agreement (ordering the Reservation Support). Reservation Support may be ordered only when using the Reservation.

- 3.3. The User has to provide up-to-date and accurate data on the Reservation form.
- 3.4. The Reservation Support order shall be confirmed by a message submitted to the e-mail address linked with the User Account.

4. DELIVERY OF GOODS

- 4.1. The Supplier undertakes to deliver the Goods promptly, no later than within 14 days of the conclusion of the Goods Sales Agreement. The User shall be informed about the shipment of the Goods and the expected date of delivery of the Goods (day and approximate time) via a message which will be sent to the e-mail address linked with the User's Account. The Goods shall only be delivered on Working Days.
- 4.2. The Goods shall be delivered to the User or to an adult household member at the address mentioned in section 3.2.a) of the Terms and Conditions. The User may designate another person authorised to receive the Goods by informing the Supplier of this via a message submitted to serwis@winobox.pl to the e-mail address linked with the User's Account.
- 4.3. Delivery of the Goods shall be acknowledged by the User or the person referred to in the preceding sentence with his/her own legible signature on the receipt.
- 4.4. The User or the person referred to in section 4.2. undertakes to collect the Goods at the time specified by the Supplier. Where the User is absent, the Goods may be collected at the registered office of the Seller at the address: ul. Gomulińskiego 8, 05-804 Pruszków, on Working Days, from 10:00 to 17:00.
- 4.5. The Supplier undertakes to take all due care to protect the Goods during delivery.
- 4.6. The Supplier reserves the right to verify the age of the persons referred to in section 4.2. of the Terms and Conditions if it has reasonable doubts as to the age of majority of the above persons.

5. PAYMENTS

- 5.1. The User shall pay the Fee for the Reservation Support. The amount of the Fee, which appears on the Site at the time of ordering the Reservation Support, shall be expressed as a gross amount (including VAT at the rate specified by applicable law).
- 5.2. The advance payment may be made via one of the following methods:
 - a) payment by card or fast Przelewy24 transfer;
 - b) payment by traditional bank transfer to the Supplier's bank account.

Rules for the provision of payment services by third parties are set out in separate terms and conditions.

- 5.3. Confirmation of payment of the Fee, together with proof of payment (receipt, invoice) shall be submitted to the e-mail address assigned to the User Account. The User agrees to receive the proof of payment by electronic means.
- 5.4. In the event of cancellation of the Reservation Support, under the terms described in section 6.2, the payment shall be refunded without undue delay, no later than 14 days from the date of cancellation, via the payment method employed by the User.

6. RIGHT OF RESCISSION AND COMPLAINTS

- 6.1. The User who is a Consumer acknowledges that, pursuant to Article 38 (12) of the Act of 30 May 2014 on Consumer Rights, the User shall not be entitled to the statutory right to rescind an Agreement concluded at a distance, as referred to in Article 27 of the aforementioned Act
- 6.2. Notwithstanding the provisions of section 6.1. the User shall have the contractual right to rescind the Reservation no later than the conclusion of the Sales Agreement. Rescission shall be made by submitting the rescission form (attached as Appendix No. 2 to the Terms and Conditions) to serwis@winobox.pl. The date of posting the Rescission Form shall be decisive for meeting the rescission deadline.
- 6.3. If the Reservation Support is found to have been performed in a manner contrary to the provisions of these Terms and Conditions, the User shall have the right to lodge a complaint at [s
serwis@winobox.pl](mailto:serwis@winobox.pl). In the event of any damage or loss to the Goods being delivered, a report must be made and signed by the person delivering the Goods
- 6.4. The complaint shall be considered within 14 days from the date of its submission by the User.
- 6.5. In the complaint, the User should mention: full name, consignment number and the reason for the complaint, together with a clear information of what the complaint is about.
- 6.6. The Supplier shall advise the User of whether the complaint was dismissed or granted by a letter, e-mail or by phone, by relaying on the contact details provided by the User in the complaint.
- 6.7. If the complaint is granted, the refund shall be made immediately, but no later than within 14 days of the User being advised of the positive outcome of the complaint, in accordance with the User's instructions, to the designated bank account

7. PERSONAL DATA

- 7.1. In the course of using the functionalities of the Website, the User may be requested to provide some of his/her personal data. The User's personal data shall be processed in accordance with the applicable legislation, in particular the rules arising from the GDPR.
- 7.2. The Personal Data Processing Clause, insofar as the data will be used and processed in relation to the performance of the Reservation Support service, is appended as Appendix no. 1 hereto.
- 7.3. When naming the person authorised to receive the Goods, as referred to in section 4.2, the User shall communicate to him/her the wording of the information clause in Appendix 1a.

8. FINAL PROVISIONS

- 8.1. The Supplier reserves the right to amend these Terms and Conditions for valid reasons in the following cases:
 - a) when an amendment to the Terms and Conditions is necessary due to a change in the provisions of generally applicable law or;

- b) in the event of a change in the nature and scope of the services and in the terms or conditions under which they are provided;
- c) in order to comply with an obligation arising from generally applicable legislation or an obligation arising from a final court ruling or an administrative decision.

8.2. Amendments to the Terms and Conditions shall be communicated to the Users on the Site and shall require the User's acceptance each time expressed prior to ordering the first Reservation Support after the change or modification. In all matters not covered by these Terms and Conditions, the provisions of the Civil Code and other relevant laws shall apply. The amended or modified Terms and Conditions shall be binding upon fulfilment of the other conditions provided by law, only for legal relations arising after the amendments or modifications become effective.

8.3. In all matters not regulated in these Terms and Conditions, the relevant provisions of Czech law shall apply, subject to the following sentence.

8.4. Users may access the Terms and Conditions and the Terms and Conditions of Reservation Service Support at any time via a link on the Site's homepage.

8.5. The Appendixes to the Terms and Conditions shall form an integral part thereof.

8.6. The Terms and Conditions shall enter into force on 13.09.2022.

Appendix no. 1 - Model information clause for Site Users - information obligation under Article 13 of the GDPR (data is obtained directly from the data subject).

Information on the processing of personal data	
Data Controller	Tomasz Budyta operating under the business name of P APKIN Tomasz Budyta (hereinafter referred to as 'Papkin TB') with its registered office in Chyliczki, ul. Zimowa 32, 05-500 Piaseczno, holding NIP: 5221564809, REGON: 011979099 shall be the Data Controller ;
Contact details	Papkin TB has appointed a Data Protection Inspector who can be contacted via e-mail at serwis@winobox.pl or by post: Data Protection Inspector, PAPKIN Tomasz Budyta , ul. Zimowa 32, Chyliczki, 05-500 Piaseczno.
Purposes of processing and legal basis for processing	<p>If you are entering into a Agreement with Papkin TB on your own behalf, your data, that is full name, email address, mobile phone number, mailing address, Reservation number, shall be processed for purposes</p> <ol style="list-style-type: none"> take action at the request of the Customer to whom the data relates prior to entering into a Reservation Support Agreement - the legal basis for the processing is the necessity of the processing for this purpose; Conclude the Reservation Support Service - the legal basis of the processing is the necessity of the processing for this purpose; contact you, including to provide you with organisational information and as part of our ongoing cooperation with you - the legal basis for processing your data is the Papkin TB's legitimate interest in being able to keep in touch with you on an ongoing basis and to provide you with high quality services. <p>Further, in whatever capacity you act your data shall be processed for the following purposes:</p> <ol style="list-style-type: none"> fulfill by Papkin TB of legal obligations in its operations, including those arising from tax rules, such as the Tax Ordinance Act of 29 August 1997, or accounting rules - the legal basis for data processing is a legal obligation incumbent on Papkin TB; carrying out marketing of the Papkin TB's own services - the legal basis for data processing is the Papkin TB's legitimate interest in promoting our services; possibly assert contractual claims or defend against claims - the legal basis for the processing is the Papkin TB's legitimate interest in asserting or defending against claims.

Period for which data will be stored	<p>Your personal data will be stored:</p> <ol style="list-style-type: none"> for the period arising from the statute of limitations for claims relating to the Agreement you concluded or the Agreement concluded by the entity on whose behalf you are acting, or until the expiry of the legal obligation to retain data, in particular the obligation to retain accounting (bookkeeping) documents pertaining to the agreement.
	We will stop processing data used for direct marketing purposes early if you object to the processing of your data for these purposes.
Recipients of data	Papkin TB transfers your personal data to suppliers to whom it outsources personal data processing services (by way of illustration a transport service subcontracted to a sub-transporter, IT services, accounting services). Such entities process data under an agreement with us and only in accordance with the instructions of Papkin TB .
Rights of the data subject	<p>You have the following rights in relation to the processing of your personal data:</p> <ol style="list-style-type: none"> the right to object to the processing of data processed on the basis of the legitimate interest of the Controller, The right to object applies in particular to the processing of data for marketing purposes, The right of access to personal data, The right to request the rectification of personal data, the right to request the erasure of personal data, The right to request the restriction of the processing of personal data, the right to data portability insofar as the data are processed by automated means for the conclusion and performance of an agreement or processed on the basis of consent. <p>You also have the right to lodge a complaint with the supervisory authority in charge of personal data protection, that is the President of the Data Protection Authority. To exercise the above rights, please contact the Data Controller or the Data Protection Inspector. The contact details are provided above.</p>
Information on data requirements	The provision of personal data is necessary for the conclusion and performance of an agreement with the Controller, the agreement may not be concluded without the provision of personal data
Transfer of data outside the EEA	Your data will not be transferred to recipients located outside the European Economic Area.

Appendix no. 1a - Model information clause for a person authorised to receive a consignment on behalf of the User - information obligation under Article 14 of the GDPR (assuming that the person's data is obtained from the User)

Information on the processing of personal data

Data Controller	Tomasz Budyta operating under the business name of P APKIN Tomasz Budyta (hereinafter referred to as 'Papkin TB') with its registered office in Chyliczki, ul. Zimowa 32, 05-500 Piaseczno, holding NIP: 5221564809, REGON: 011979099 shall be the Data Controller ;
Contact details	Papkin TB has appointed a Data Protection Inspector who can be contacted via e-mail at serwis@winobox.pl or by post: Data Protection Inspector, PAPKIN Tomasz Budyta , ul. Zimowa 32, Chyliczki, 05-500 Piaseczno.
Purposes of processing and legal basis for processing	Your data, that is your full name, will be processed in order to: <ol style="list-style-type: none"> 1. perform the Reservation Support Agreement - the legal basis for the processing of the data is the legitimate interest of Papkin TB, that is concluding the Agreement with the User with the participation of an attorney, 2. possibly assert contractual claims or defend against claims - the legal basis for the processing is the Papkin TB's legitimate interest in asserting or defending against claims.
Period for which data will be stored	Your personal data will be stored for the period resulting from the statute of limitations for claims relating to the agreement concluded by the User who has given you the Authorisation.
Recipients of data	Papkin TB transfers your personal data to suppliers to whom it outsources personal data processing services (by way of illustration IT services, accounting services). Such entities process data under an agreement with the Papkin TB and only in accordance with its instructions.
Rights of the data subject	You have the following rights in relation to the processing of your personal data: <ol style="list-style-type: none"> a. the right to object to the processing of data processed on the basis of the legitimate interest of the Controller, b. The right of access to personal data, c. The right to request the rectification of personal data, d. the right to request the erasure of personal data, e. The right to request the restriction of the processing of personal data, f. the right to data portability insofar as the data are processed by automated means for the conclusion and performance of an agreement or processed on the basis of consent. <p>You also have the right to lodge a complaint with the supervisory authority in charge of personal data protection, that is the President of the Data Protection Authority. In order to exercise the above rights, please contact the Data Controller or the Data Protection Inspector. The contact details are provided above.</p>
Source and categories of data	Your data, including your full name, has been collected from the User, who has appointed you as the authorised person to receive the Goods.

Transfer of data outside the EEA	Your data will not be transferred to recipients located outside the European Economic Area.
---	---

MODEL RESCISSION FORM

(this form must be completed and returned only if you wish to rescind the Agreement)

Tomasz Budyta, operating under the business name of PPKIN Tomasz Budyta with its registered office in Chyliczki, ul. Zimowa 32, Chyliczki, 05-500 Piaseczno serwis@winobox.pl

I/We(*) _____ hereby give notice(*) of my/our rescission of the Agreement, whereby the following services are provided: _____.

– Day of Agreement _____

– Full name of Consumer(-s) _____ – Address of Consumer(-s)

– Date _____ (*) Delete as appropriate.