

# Terms and Conditions SeryLomnickie.pl

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## 1. General information

- 1.1. These regulations (hereinafter referred to as the Terms and Conditions) specify the terms and conditions of using the online store (hereinafter referred to as the Shop) available on the website of the Organic Farm "Kozia Łąka" located at [www.SeryLomnickie.pl](http://www.SeryLomnickie.pl) (hereinafter referred to as the Service).
- 1.2. These Terms and Conditions are the regulations referred to in Article 8 of the Act on the provision of electronic services.
- 1.3. The owner and operator of the store is Golddom Daniel Sokołowski, based in Jelenia Góra (postal code: 58-508), at Sudecka 17 st., entered in the business register of the Municipal Office of Jelenia Góra under the number 1066/89, with NIP number 6110200542 and REGON number 008296980. The Ecological Farm "Kozia Łąka" (Lipowa 3, 58-521 Łomnica) is a branch of Golddom Daniel Sokołowski.
- 1.4. Contact with the owner of the Store is possible via the e-mail address [kozialaka@serylomnickie.pl](mailto:kozialaka@serylomnickie.pl), under the phone number 608554571 (payment in accordance with the price list of the relevant operator) or contact form available on the Website.

## 2. Definitions

The terms used in these Terms and Conditions have the following meanings:

- 1) **Customer** (or **User**) - means any entity (natural and legal persons and organizational units without legal personality, but able to acquire rights and incur liabilities on their own behalf), which uses the Website's services and functionalities, and in particular - submits an order for purchase Goods in the e-Store;
- 2) **Civil Code** - the Act of April 23, 1964 (Journal of Laws No. 16, item 93, with amendments);
- 3) **Website** (or **serylomnickie.pl**) - means [serylomnickie.pl](http://serylomnickie.pl), where e-Shop is also available;
- 4) **Shop** (or **e-Shop**) - an online store that enables Users to shop on-line available on the Website;
- 5) **Seller** - the website and e-Shop operator, i.e. Golddom Daniel Sokołowski, Sudecka 17 st., 58-500 Jelenia Góra (POLAND); NIP: 611-020-05-42;
- 6) **Terms and Conditions** - means these Terms and Conditions for providing services electronically as part of the Website;
- 7) **Goods** - means all types of products and services intended for sale via the Shop;
- 8) **Sale contract** - a Goods sales contract in the understanding of the Civil Code, concluded between the Seller and the Customer, concluded using the Shop website;
- 9) **Consumer Rights Act** - the Act of 30 May 2014 on Consumer Rights (Journal of Laws No. 2014, item 827);
- 10) **Electronic services Act** - the Act of 18 July 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204, with amendments);
- 11) **Services** - means services offered to Users on the Website;
- 12) **User** - see Customer;
- 13) **Order** - Customer's declaration of intent, aimed directly at the conclusion of the Sale contract, specifying in particular the type and quantity of Goods.

### **3. The scope of Terms and Conditions and Terms of Use of Services**

- 3.1. These Terms and Conditions specify in particular:
  - 3.1.1. general rules of using the Website,
  - 3.1.2. the terms and conditions of electronic goods booking available under the Website,
  - 3.1.3. terms and rules for submitting orders via the Website via e-mail,
  - 3.1.4. the principles of concluding Sales Agreements using the services provided on the Website.
- 3.2. Using the Website is possible with system complies with the following minimum technical requirements:
  - 3.2.1. installed web browser (Firefox, Chrome, Internet Explorer or Opera) in the latest available version with Java Script enabled;
  - 3.2.2. minimum screen resolution: 1024x768 pixels.
- 3.3. To use the Website, User should have a computer station or terminal device with access to the Internet network as well as an active e-mail address.
- 3.4. In accordance with applicable law, the Seller reserves the right to limit the provision of Services via the Website to persons who have reached the age of 18 years. In this case, potential customers will be notified of such limitation.
- 3.5. Customers can access Terms and Conditions at any time via the link found on the Website home page.
- 3.6. Information about the Goods on the Shop websites, in particular their descriptions and prices, constitute only an invitation to enter into a contract, within the meaning of Article 71 Civil Code.

### **4. Rules for using the Website and the e-Shop**

- 4.1. To use the Online Shop, it is not necessary to register Customer on the Website. To conclude a Sale contract, it is only necessary to provide the necessary data by filling out the form available on the Shop websites (according to the information contained in Chapter 5 Terms and Conditions).
- 4.2. Using the Shop means you accept Terms and Conditions.

### **5. Concluding Sale contract**

- 5.1. To conclude a Sale contract via the Shop, go to the website [www.serylomnickie.pl](http://www.serylomnickie.pl) and select products to purchase by clicking the "Add to basket" button on the page of the product. After adding selected products to the Basket, you must choose (on the subpage of the Basket) the method of delivery and payment, as well as provide personal data necessary for shipment, following the instructions available on the following pages of the Shop. Placing an order takes place after clicking the "Buy and Pay" button by the Customer.
- 5.2. In order to place an order, Customer must confirm (in the order form) the acceptance of this Terms and Conditions.
- 5.3. Making orders by the Customer in the manner specified in point 5.1 is a declaration of intent to conclude Sale contract with Seller, in accordance with Terms and Conditions, and Customer's obligation to pay for the ordered Goods.
- 5.4. Customer makes a payment in the way chosen by him in the Order.
- 5.5. Sale contract is treated as concluded with the moment of sending to Customer, who placed the order in the manner specified in point. 5.1, e-mail with order confirmation (which lists the order number and contains the confirmation of all essential elements of the Orders). This e-mail constitutes a declaration of will by Seller to conclude the Agreement.

- 5.6. Order of cheeses by weight is carried by pcs. being a multiple of 10 dag. The minimum amount of cheese that can be ordered is 20 dag (smaller orders will be increased to 20 dag). The amount given is an approximate value, as the final weight may vary slightly. The payment amount is sent in a separate email.
- 5.7. The contract is concluded in Polish and its content complies with the Terms and Conditions.

## **6. Delivery of the Goods**

- 6.1. Delivery of Goods is limited to the territory of the United Europe and takes place at the address indicated by the Customer when placing Orders.
- 6.2. The delivery of ordered Goods takes place in the manner specified on the website [www.serylomnickie.pl/en/delivery-and-payments/](http://www.serylomnickie.pl/en/delivery-and-payments/)
- 6.3. The deadline for delivery is set out at [www.serylomnickie.pl/en/delivery-and-payments/](http://www.serylomnickie.pl/en/delivery-and-payments/)
- 6.4. Cheeses are packed in vacuum - usually as one piece with a weight similar to the one chosen in the order. In case the product is to be prepared in a special way (e.g. packed separately or sent in the form of a whole disc), please mark this in the Orders form.
- 6.5. Consolidation, security, disclosure and confirmation of Customer of the relevant provisions of the Sale contract are made by sending the Customer to the e-mail address specified in the Specification of Orders and - along with the purchased Goods - a document confirming the sale (VAT invoice or receipt).

## **7. Prices and methods of payment**

- 7.1. Goods prices are given in Polish Zlotys or EUR and contain all components, including VAT, customs duties and all other components. In case of intra-community delivery of goods the VAT will be charged according the specific regulations.
- 7.2. Customer has the option to pay the price as specified on the site [www.serylomnickie.pl/en/delivery-and-payments/](http://www.serylomnickie.pl/en/delivery-and-payments/)

## **8. The right to withdraw from the Sale contract**

- 8.1. Customer, being a consumer within the meaning of Article 22<sup>1</sup> Civil Code, is entitled - based on the law - to withdraw from a remote contract, without giving a reason, by making a relevant declaration of withdrawal from the contract (according to the template available here: [FORM of DECLARATION OF WITHDRAWAL FROM THE CONTRACT](#)) in writing, within 14 days and sending them to the following address: Daniel Sokołowski, ul. Sudecka 17, 58-500 Jelenia Góra (POLAND).
- 8.2. The 14-day period is counted from the day on which Goods was delivered.
- 8.3. The right to withdraw from the Contract by the consumer is excluded in the case of:
  - 8.3.1. goods (services) going beyond the Shop's standard offer, prepared for Customer's special order and tailored to his individual needs;
  - 8.3.2. goods subject to rapid deterioration or having a short shelf life;
  - 8.3.3. goods delivered in a sealed package, which cannot be returned after opening the packaging due to health or hygiene reasons, if the packaging has been opened after delivery.
- 8.4. In the event of withdrawal from a distance contract, the contract is considered null and void. What the parties have rendered is returned unchanged, unless a change was necessary within the limits of ordinary management. The return should take place immediately, not later than within 14 days. The purchased Goods should be returned to the following address: Daniel Sokołowski, ul. Sudecka 17, 58-500 Jelenia Góra. Shipments delivered to the Seller with cash on delivery will not be accepted. Customer is responsible

for reducing the value of Goods as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Goods.

- 8.5. Returned by Customer Goods should be packed in an appropriate manner, ensuring protection against damage to the shipment during transport.
- 8.6. The cost of packaging and sending Goods shall be borne by Customer.
- 8.7. The refund of the amount resulting from the value of the returned Goods and the costs of its delivery to the Customer shall be made within 14 days from the date of receipt of the Goods from the Customer, subject to the provisions of point. 8.4. If Customer chose the delivery method of the Goods at the time of purchase other than the cheapest usual delivery method offered in the Shop, the Seller is not obliged to return the Customer's additional costs.
- 8.8. Return of the amount referred to in point 8.7 will be made using the same method of payment as used by Customer, unless Customer agrees to other methods of refunding.

## **9. Notice of defects of Goods**

- 9.1. The Seller is liable to Customer, who is a consumer within the meaning of Article 22<sup>1</sup> Civil Code, for non-compliance with the Goods Sale Agreement purchased by this consumer, its defects and damage during delivery, to the extent specified by the Consumer Rights Act. In the case the Customer is not consumer, pursuant to Article 558 § 1 Civil Code, the statutory provisions of the Civil Code implied warranty is excluded.
- 9.2. If any defects are found in the Goods, the Goods together with a description of the defect and a complaint form (specimen form: [COMPLAINT FORM](#)) should be sent to the following address: Daniel Sokołowski, ul. Sudecka 17, 58-500 Jelenia Góra. Shipments delivered with COD (cash on delivery) will not be accepted. If the complaint is not accepted, the Goods will be sent back to Customer.
- 9.3. The Seller undertakes to consider each complaint within 14 days. The response to the complaint is sent to the address provided by the Customer or in any other manner provided by him.
- 9.4. If the complaint is considered justified, the defected Goods will be replaced. In the event that the replacing will not be possible, the amount paid by the Customer will be reimbursed or the price will be reduced on Customer's request.
- 9.5. If Goods has a defect, Customer may submit a price reduction or withdrawal from the Sale contract, unless Seller declares that he will replace the defective Goods with a defect-free one or remove the defect immediately and without undue inconvenience to the Customer.
- 9.6. If Customer is a consumer, he may, instead of the Seller's removal of the defect as proposed by the Seller, request the replacement of Goods free from defects or, instead of replacing the Goods, demand removal of the defect, unless bringing Goods into conformity with the Sales agreement in the manner chosen by Customer is impossible or would require excessive costs compared to the manner proposed by the Seller.

## **10. Complaints regarding the electronic services**

- 10.1. The Seller took steps to ensure that the Website is fully functional, to the extent that results from the current technical knowledge and undertakes to remove any irregularities reported by Users within a reasonable time.
- 10.2. User should immediately notify the Seller about any irregularities or interruptions in the functioning of the Website.
- 10.3. Irregularities related to the functioning of the Website User may be reported by e-mail to the address [kozialaka@serylomnickie.pl](mailto:kozialaka@serylomnickie.pl) or using the contact form available on the Website.

- 10.4. In the complaint, the User should provide his name, address for correspondence (e-mail address) and the type and date of occurrence of the irregularity related to the functioning of the Website.
- 10.5. The Seller undertakes to consider each complaint within 14 days.

## **11. Protection of personal data. Privacy policy.**

- 11.1. Personal data provided by the Users are protected as personal data within the meaning of 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, hereinafter: GDPR).
- 11.2. Seller, as a controller of personal data, declares that the data provided by Users will be processed by him in accordance with the Terms and Conditions and the Privacy Policy. Current versions of Terms and Conditions and Privacy Policy are available on the Website (via links in the footer).
- 11.3. Seller declares that electronic transactions are secured in accordance with applicable standards and laws.

## **12. Final provisions**

- 12.1. Customer using the Website is prohibited from providing false data. The Seller is not responsible for the failure to provide the service in the event of providing false or incorrect data.
- 12.2. The Seller is not liable for non-delivery of messages sent to the e-mail address indicated by the Customer, which may be caused by blocking or deleting e-mails by software installed on the computer used by the Customer or by blocking by the administrators of e-mail servers or other failure.
- 12.3. Seller can change Terms and Conditions and run a new version of the services provided on the Website. The change becomes effective on the date indicated by the Seller or when the amended Terms and Conditions are made available on the Website. All registered Website Clients will be notified of the change of Terms and Conditions at least 14 days prior to its entry into force.
- 12.4. Settlement of any disputes arising between Seller and Customer, who is a consumer within the meaning of Article 22<sup>1</sup> Civil Code, is subject to the competent courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure.
- 12.5. Settlement of any disputes arising between Seller and Customer, who is not a consumer within the meaning of Article 22<sup>1</sup> Civil Code, is submitted to the court competent for the Seller's registered office.
- 12.6. In matters not covered by these Terms and Conditions, the relevant provisions of Polish law shall apply.