

Terms and conditions

Terms and Conditions for foreign clients

TERMS AND CONDITIONS OF BOOKING

ON THE „MAKE A BOOKING - DĘBOWA POLSKA LIQUOR” PLATFORM

These Terms and Conditions specify the general terms, principles and method of booking Products via the „MAKE A BOOKING - DĘBOWA POLSKA LIQUOR” platform, available on https://www.debowa.pl/regulaminy_export/

DEFINITIONS

§ 1

1. Platform – the „MAKE A BOOKING - DĘBOWA POLSKA LIQUOR” platform available on <https://www.debowatrade.pl> and used to book Products for concessionaires via the Internet on the terms stipulated in these Terms and Conditions.
2. Dębowa Polska – Dębowa Polska spółka z ograniczoną odpowiedzialnością spółka komandytowa [limited liability company, limited partnership] with its registered office in Siedlec at ul. Wolsztyńska 56, 64 – 212 Siedlec, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań – Nowe Miasto i Wilda in Poznań, IX Commercial Division, under KRS number: 0000678160, NIP [taxpayer’s ID] 923–002–52–44, REGON [business ID] 008387582.
3. Client – a natural person that is not a consumer pursuant to the art. 221 of the act dated 23 April 1964 of the civil code, a legal person, or an organisational unit that is not a legal person whom the act grants the legal capacity, running business on its own behalf, having the license and making a booking via the Platform.
4. Booking list – All products booked by the Client.
5. Terms and Conditions – these Terms and Conditions that have been accepted by the Client upon completion of the registration form, or the modified terms and conditions that come into force while these modifications take effect pursuant to the § 8.
6. Registration – an activity taken in the way specified in the Terms and Conditions, required for the Client to be able to use all the Platform’s functions.
7. Account – an individual Client’s panel, created by Dębowa Polska for the Client.
8. Login – a unique designation of the Client in the form of the Client’s e-mail address, required together with a password to sign up and log into the Client Account on the Platform.
9. Password – a sequence of letters, digits or other characters specified by the Client to secure the access to the Client Account on the Platform. The password must consist of at least 12 characters, and must include at least one upper-case letter and one digit or special character.

The first Account Password is automatically generated and then provided to the Client by Dębowa Polska.

10. Working days – days of the week, from Monday until Friday, excluding public holidays.

11. Products – the products, showed by Dębowa Polska, that may be booked by the Client via the Platform.

12. ICT system – a set of cooperating IT devices and software responsible for processing and storing as well as sending and receiving data via ICT networks through a suitable final device pursuant to the act dated 16 July 2004 of Telecommunications Law.

13. Price – a price expressed in EURO. The product price is a net price and does not include delivery costs.

14. Booking – the Client’s application to Dębowa Polska for assurance of product availability once the Client has taken relevant actions referred to in the Terms and Conditions.

15. Registration Form – the data entered by the Client during Registration.

GENERAL PROVISIONS

§ 2

1. Dębowa Polska renders services through the „MAKE A BOOKING - DĘBOWA POLSKA LIQUOR” platform on the terms stipulated in the Terms and Conditions.

2. Dębowa Polska renders services through the Platform to concessionaires only.

3. The Platform can be used via the Internet and through „<https://www.debowatrade.pl>”, as a resource of the ICT and IT systems of Dębowa Polska.

4. Any rights to the Platform, including proprietary copyrights, intellectual property rights to the name, domain, webpage: <https://www.debowatrade.pl>, as well as forms, application templates, contents, logos, belong to Dębowa Polska, and using them may only be allowed on the terms referred to in the Terms and Conditions.

5. The Client is authorised to use the Platform only on the terms stipulated in these Terms and Conditions. By filling the registration form in, the Client confirms that he has read the Terms and Conditions and accepts their provisions. The Terms and Conditions are available at all times on https://www.debowa.pl/regulaminy_export/
To be allowed to use the Platform, the user is obligated to accept the Terms and Conditions.

6. Any photographs of products available on the Platform serve as examples and are used for reference only. The product photographs may deviate from the real design of the Products.

7. The product information showed on the Platform shall not be understood as an offer pursuant to the act dated 23 April 1964 of the civil code and is only the information and invitation to conclude the agreement referred to in the art. 71 of the civil code.

8. Dębowa Polska reserves a right to change Prices, introduce new and delete unavailable Products, conduct and cancel promotional campaigns, and to modify them in the way that does not violate the Client's rights, and to grant unique discounts.

PLATFORM USE TERMS

§ 3

1. The use of the Platform is concerned with any actions taken by the Client whose purpose or effect is the access to the contents available on the Platform, subject to § 4 of the Terms and Conditions.

2. Dębowa Polska will do its utmost to make sure the Platform can be used by the Client through popular web browsers, operating systems, PCs, or other electronics and types of Internet connections. Dębowa Polska cannot be held responsible and cannot guarantee that every electronic equipment owned by the Client will allow him to use the Platform.

3. To be allowed to use the Platform, the Client needs to have a valid electronic mailbox.

4. The Client who uses the Platform is not authorised to interfere into the content, structure, form, graphic designs, and operation of the Platform.

5. The Client is authorised to use the Platform for its own personal purposes only. It is forbidden to use functions and contents of the Platform to take actions to affect Dębowa Polska's interests.

6. Dębowa Polska declares that a public nature of the Internet network and use of the services rendered by electronic means may potentially cause the Client's data to be obtained and modified by unauthorised persons, and therefore relevant technical means must be adopted to minimise the aforementioned hazards. In particular it is necessary to use anti-virus software and identity protecting measures for the sake of Internet users.

7. The Client is entitled to report any reservations concerning the use of the Platform to Dębowa Polska. The aforementioned reservations or remarks must be submitted by electronic means. As far as reasonable possible, Dębowa Polska will respond and address the Client's justified reservations, within 14 working days at the latest, by sending a message to the e-mail specified in the notification (report).

8. Dębowa Polska is authorised to suspend the access to the Client Account if the Client acts to the detriment of Dębowa Polska, or if the Client violates of the rules of law or provisions of the Terms and Conditions, and also when the suspension of the access to the Client Account results from security reasons – especially when the Client bypasses the security on the Platform or takes other hacking actions. The access to the Client Account remains unavailable for the aforesaid reasons until the problem being the basis for access suspension is resolved. Dębowa Polska notifies the Client of the blocked access to the Client Account by electronic means by sending a message to the Client's e-mail address entered in the registration form.

9. Dębowa Polska is authorised to suspend or disrupt electronic services and operation of the Platform in case of:

a) modification, modernisation, extension or maintenance of the Dębowa Polska's ICT system or software;

b) force majeure, actions or omissions of third parties.

10. Dębowa Polska is not held responsible for a failure to provide or improper provision of electronic services if it is by the fault of third parties (particularly ICT operators, ICT connection and electric energy providers). Dębowa Polska is however liable for own actions or omissions, for actions or omissions of people who are used to render electronic services, as well as people who are entrusted with a task of providing these services.

11. Dębowa Polska is not held responsible for unavailability or hindered use of the Platform that is attributable to the Client; also when the Client loses or when third parties come into possession of his Password (regardless of how it happened). Dębowa Polska is however liable if the loss of the password or possession of the password by third parties is attributable to Dębowa Polska.

12. Dębowa Polska is not responsible for damage caused by the Client's actions or omissions, including the use of the Platform at variance with applicable rules of law or Terms and Conditions.

13. Dębowa Polska is held responsible only in case of intentional harm caused and within the limits of losses actually suffered by the Client.

14. The only source of obligations is these Terms and Conditions that bind the Parties to the agreement, and compulsorily applicable rules of law.

REGISTRATION

§ 4

1. The platform can be used and booking can be made only via the Account.

2. Dębowa Polska creates the Client Account on the basis of data that have been sent and only after they have been verified. To create the Account, the following data must be given:

a) Client's data (business name, head office),

b) VAT number,

c) excise number,

d) full name of the Account user,

e) e-mail address,

h) phone number.

3. Once all data referred to in the para. 2 above have been provided, Dębowa Polska will send an e-mail message to confirm that the Account has been created.

4. The Account password is created upon Registration, is confidential and must not be disclosed to third parties. It is created by Dębowa Polska and sent to the phone number specified in the Registration Form. The Client may change the password at any time.
5. The Client is obligated to immediately inform Dębowa Polska about any changes to the e-mail address. In case such a modification is not reported, any notifications will be sent to the e-mail address specified in the Registration Form.
6. The Client is not allowed to transfer the right to the Account to other people or grant the access to the Account to other people.
7. In case the person authorised to use the Client Account changes, the Client is obligated to immediately notify Dębowa Polska so that the latter can update the Account.
8. The Client is held fully responsible for any actions taken with the use of its Account or Accounts, including actions of any people who are in possession of the Login and Password to the Account. The actions taken within the Account will be considered as actions of the Client.
9. The Client is held responsible for accuracy of data entered.
10. In case it is suspected that the Password has been obtained by an authorised person, the Client is obligated to immediately inform Dębowa Polska about it using any available communication means. For safety reasons, Dębowa Polska reserves a right to block the access to such a Client Account. To unblock the Account, the Client will be provided by Dębowa Polska with a new password, sent to the phone number entered in the Registration Form. The aforesaid password may be changed at any time.
11. If the Client forgets the Password, he may use the form available on the Platform to apply for a new password. This being the case, the new password will be sent to the e-mail address specified in the Registration Form and the Client will be allowed to change the password at his convenience.
12. Dębowa Polska develops and implements protective measures against unauthorised use, copying or disclosure of contents available on the Platform. If Dębowa Polska adopts the above-stated protection, the Client undertakes to refrain from any actions aimed at eliminating or bypassing such protective measures or solutions.

BOOKINGS

§ 5

1. The Client makes a booking by selecting Products on the Platform.
2. The Client may choose the number of Products that are to be added to the Booking List.
3. The Products that the Client has chosen are transferred into the Client's booking "Cart".
4. When the Booking List is ready and the products can be booked, it is necessary to click „Make a booking” icon, and enter potential remarks in a dedicated field, and click „Next”,

and then confirm the Booking List by pressing „Send my booking”. If the aforesaid actions have been taken, the Client’s Booking List will be provided to Dębowa Polska.

5. After Dębowa Polska has received the Booking List, it proceeds to acknowledge receipt by sending an e-mail message to the Client’s address specified during registration.

6. The Client is not allowed to make another booking until the booked Products have been paid for under the sales agreement.

DATA PROCESSING AND RESIGNATION FROM THE ACCOUNT

§ 6

1. The controller for personal data processed with the use of the Platform is Dębowa Polska.

2. The personal data are processed in accordance with the applicable rules of law, particularly in line with the resolution of the European Parliament and Council (EU) 2016/679 dated 27 April 2016 on natural person protection due to personal data processing and on free flow of such data, and repeal of the directive 95/46/CE (General Data Protection Regulation).

3. The Controller has appointed the Data Protection Inspector (DPI) who can be contacted on all matters related to personal data processing and protection through an e-mail message sent to kod@debowa.pl or to the Controller’s head office address.

4. For more details on <https://www.debowa.pl/> platform users’ personal data processing, please read the Privacy Policy of the Online Platform (https://www.debowa.pl/regulaminy_export/).

5. The Client may feel free to resign from the Account on the Platform at any time. To do so, the Client is obligated to inform us about an intention to close the account by sending a message to the following address : office@debowatrade.pl.

6. The Client Account will be deleted or blocked by Dębowa Polska when the Client ceases to be Dębowa Polska’s Client or in case of lack of valid license.

7. The data stored under the closed Account will be deleted from the Platform immediately, yet may still be processed for other purposes, as referred to in the „Privacy Policy” of the <https://www.debowatrade.pl> Online Platform”.

FINAL PROVISIONS

§ 7

1. The content of these Terms and Conditions may be recorded by printing, saving on a storage device or downloaded at any time from the Website:
https://www.debowa.pl/regulaminy_export/

2. The Terms and Conditions are subject to modifications. Any modifications to the Terms and Conditions are posted on the website: https://www.debowa.pl/regulaminy_export/

Any modifications to the Terms and Conditions will be communicated by Dębowa Polska to the Client via e-mail before they come into force. In case the modifications are not approved, the Client shall have a right to resign from the Account and this shall be reported to Dębowa Polska in no time.

3. The modifications to the Terms and Conditions come into force on the day specified in the notice on the modifications to the Terms and Conditions.

4. If any provisions of the Terms and Conditions prove invalid or ineffective in the light of applicable law, these provisions must be interpreted in the way that they are in accordance with law and reflect the essence of the provision as much as possible. The remaining parts of the Terms and Conditions remain fully applicable and are fully effective.

5. The provisions of these Terms and Conditions bind the Parties unless specified otherwise in Agreements which Dębowa Polska and Client are parties to and whose provisions prevail over regulations referred to in the Terms and Conditions.

6. In case of any disputes, the parties will do their best to resolve them amicably. Any disputes arising from these Terms and Conditions shall be regulated by the law of Poland and resolved before the competent court having its jurisdiction over the Dębowa Polska's head office.

7. The Terms and Conditions come into force on 1 March 2024.