

TERMS AND CONDITIONS

This page contains the terms and conditions on which we supply any of the Products listed on our website www.thecakes.pl to you. Please read these Terms and Conditions carefully before ordering any Products from www.thecakes.pl. You should understand that by ordering Products on this websites you agree to be bound by these Terms and Conditions.

The Seller is a company - The Cakes sp.z o.o. sp.k. with a registered office at ul. Trakt Lubelski 135, 04-790 Warszawa, entered into the register of entrepreneurs kept by the District Court for the Capital City of Warsaw (Sąd Rejonowy dla m.st. Warszawy), Commercial Division XIII, under KRS number 0000557793, NIP 9522136973, REGON 361541791.

In all matters relating to the sale of Goods realized through the Internet Shop, the Customer may contact the Seller by mail (at the address: The Cakes sp. z o.o. , Trakt Lubelski 135, 04-790 Warsaw) or by e-mail (at the address: reklamacje@thecakes.pl).

§ 1 Definitions

1. Terms and Conditions - these terms and conditions.
2. Customer - a natural person, legal entity or organizational unit without legal personality but with the capacity to perform acts in law. If the Customer makes an order in the Online Store www.thecakes.pl, they shall follow these terms and conditions.
3. Consumer - Customer being a natural person, makes purchases in TheCakes Onilne Store which are unrelated to their business or professional activity.
4. The Seller - TheCakes - sales the products in the online store following these Terms and Condition.
5. Object of Sale Transaction – Products listed and described on the website www.thecakes.pl

6. Product – a movable good, presented in the online store, which is the subject to the Purchase-Sale Agreement.

7. Purchase-Sale Agreement - a contract made by and between the Seller and the Customer.

8. Online Store (Store) - Internet service www.thecakes.pl where the Customer can place an order.

9. Order - the Customer's clearly specified type and quantity of Products.

10 Regulation - 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.

§ 2 General Terms and Conditions

1. These Terms and Conditions set out the rules for the use of the Online Store.

2. The condition of placing an Order in the Online Store by the Customer is reading the Terms and Conditions and accepting their provisions during the Order processing.

3. The Internet store conducts retail sales of decorative paper, envelopes, art and creative products and decorations and accessories related to the organization of parties. The sale is conducted via the Internet with shipment in the European Union.

4. All the Products sold by TheCakes are brand-new, originally wrapped and do not contain any defects. Products were legally places on the Polish market.

5. Customer is not allowed to publish, sent or post anything prohibited by law e.g. content promoting violence, violating personal and other rights.

6. Technical requirements for using the Internet Store include an Internet connection with a bandwidth of at least 512kb/s and computer equipment with Windows/MacOS/Linux operating system and a web browser in the latest stable version (we recommend Google Chrome, Safari, Opera, Mozilla Firefox) with JavaScript enabled or other electronic equipment with Android or iOS operating system and a web browser in the latest stable version (we recommend Google Chrome, Safari, Opera, Mozilla Firefox) with JavaScript enabled.

§ 3 Making an order

1. All prices are gross prices in Polish currency (zloty). Delivery/shipping cost is not included in the price.
2. Order can be made via e-mail or directly through the website.
3. To make an order, the Customer is obliged to fill in the Order Form properly, and in particular to give a correct delivery address, a telephone number and an e-mail.
4. If the address is incomplete or incorrect, the Seller contacts the Customer. If the Customer's number/e-mail cannot be reached, the Seller has the right to cancel the order.
5. The Customer, at the moment of making the order, has the right to require a VAT invoice which will be attached to the parcel or sent electronically via e-mail.
6. At the moment of making the order the Customer agrees for the personal data to be processed. The Customer has the right to check, edit, amend or delete their personal data.
7. The Customer can choose a Data Storage Option to facilitate making future orders. For this purpose, Customer should provide login and password to access the Account. Login is Customer's e-mail address, password is a sequence of characters entered by the Customer. Password is unknown to The Seller. Customer is obliged to keep it confidential and under no circumstances disclose to a third party.
8. After making an order, the Customer receives an automatic response via e-mail with a confirmation that the order has been received.
9. An order is being processed only when the payment has been made and credited (in case the Customer has chosen "transfer to a bank account" as a payment method); An order is being processed immediately if the payment is made with a debit/credit card or when Customer chooses cash on delivery payment method.

§ 4 Delivery cost and time

1. Orders are processed within 1-3 business days. To this period should be added the period of delivery, the duration of which depends on the chosen method of delivery.

2. The time limit for execution of an Order and its delivery indicated in the Internet Shop is counted in working days and begins in accordance with § 3 passage 9 of the Terms and Conditions.

3. Products ordered by the Customer are sent to the address given in the Order Form. TheCakes will inform the Customer immediately about incorrectly filled in Order Form. Incorrectly filled in Order Form may result in delaying the delivery or impossibility of sending the products to the Customer. If the Customer chooses Inpost Parcel Locker as a delivery method, the order will be sent to the InPost Parcel Locker indicated by the Customer

4. If the Customer chooses personal collection as a delivery method, the package will be sent to a pick-up point indicated by the Customer. TheCakes sends an e-mail to the Customer with the information that their order is ready to be collected. Customer is obliged to pick up their order in 14 days from receiving an e-mail with an information that the order is ready to be collected. In case the package is not collected, it is sent back to TheCakes and the delivery status is changed in TheCakes system.

5. Customer covers the delivery cost. Price list for delivery services is available on: Delivery .

§ 5 Payment

1. The Customer obtains a cash register receipt or a VAT invoice (if required) for the Order.

2. The Seller accepts the following payment methods: cash on delivery, PayU, transfer to a bank account, debit card, credit card.

§ 6 Withdrawal from an agreement

1. The Customer being the Consumer, has the right to withdrawal from an agreement - "Sale-Purchase Agreement" within 30 days without giving any reason, counting from the date of order's delivery to the Customer.

2. The period for withdrawal from the Sales Agreement starts from the moment the Products are taken possession of by the Client, which means, among others, delivery of the parcel to the address indicated by the Client. The Client may withdraw from the Sales Agreement by submitting a statement of withdrawal to the Service Provider. In this case, the Customer should

submit the following document to the Seller: Withdrawal Form. Customer can use the Withdrawal Form published by the Seller on the website: <https://thecakes.pl/files-docs/simply-reklamacja.pdf>. To meet the deadline it is sufficient to send a statement before its expiry.

3. In case of withdrawal from the agreement, the agreement is invalid and considered void.
4. If the Customer withdraws from the agreement before processing the order by the Seller, the order is being deleted.
6. The Service Provider is obliged to refund immediately, but not later than within 14 days from the date of receipt of the Client's statement of withdrawal from the Sales Agreement, the value of the returned products. In the case of full withdrawal from the Sales Agreement, the Service Provider shall be obliged to refund the cost of delivery of the Products (in the amount of the cost of the cheapest delivery available at the date of the order). The Service Provider may withhold the refund of payments received from the Client until the earlier of receipt of returned Products or delivery by the Client of proof of return of the Products.
7. If the Customer chooses a delivery method, other than the cheapest delivery option offered by the Seller, the Customer is obliged to pay the delivery cost.
8. The Customer must make a return of the products to the Seller immediately, not later than 30 days from the date of withdrawal from an agreement. Products should be returned to the following address: TheCakes, Trakt Lubelski 135, 04-790 Warszawa by the end of the agreed time period (30 days).
9. The Customer pays only indirect costs of Product's return when withdrawing from an agreement.
10. The Customer is liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.
11. TheCakes will make the reimbursement using the same means of payment as they Customer used for the initial transaction. The Customer does not incur any fees as a result of the reimbursement.

§ 7 Warranty and liability

1. The Seller is obliged to send the Products free of any defects.
2. If the Customer receives a defective or damaged Product, they have the right to:
 - A. Claim for lowering the price of the faulty Product or withdraw from the agreement, in case the Seller has not replaced or repaired the faulty Product for the Customer before. The Customer has the right to replacement or repair. Customer has the right to demand replacement of the faulty Product instead of having it repaired. Customer has the right to demand repairing the Product instead of its replacement. The Seller repairs the defective Product if:
 - it is possible
 - the total repair cost is not higher than the cost of the brand-new Product
 - making a repair does not cause any inconvenience to the Seller or the Customer.
 - B. Demand replacement of the defective Product. the Seller is obliged to exchange the faulty Product for a brand-new Product or repair it within the time period convenient to the Customer. The Seller has the right to refuse repairing the Product if the repair cost is higher than the cost of a brand-new Product. Repair cost is covered by the Seller.
3. If the Customer receives a defective Product, they are obliged to send the Product to the Seller's Address. The Seller covers the delivery cost if the Customer is Consumer
4. The Seller shall be liable under statutory warranty for physical defects of the products sold within 2 years after selling the Product to the Customer. Customer's right to replace or repair a defective product expires after one year.
5. Jeżeli Klient żądał wymiany Towaru na wolny od wad lub usunięcia wady, termin do odstąpienia od Umowy Sprzedaży lub złożenia oświadczenia o obniżeniu ceny rozpoczyna się z chwilą bezskutecznego upływu terminu do wymiany Towaru lub usunięcia wady.

§ 8 Claims and complaints

1. Any claims or complaints against our services or products should be sent in a written form to a following address: TheCakes, Trakt Lubelski 135, 04-790 Warszawa; or electronically to our e-mail address: reklamacje@thecakes.pl.

2. The Seller must investigate the claim or complaint within 14 days.

§ 9 Privacy policy and personal data protection

1. The administrator of the databases of personal data submitted by the Customer of the Internet Shop in connection with placed orders is the Service Provider.

2. The issues related to personal data protection are regulated in the Service Provider's Privacy Policy.

3. The Client's personal data may be made available by the Online Store to recipients of personal data other than the Service Provider, as specified in par. III of the Privacy Policy, including in particular:

A. PayU S.A. with registered office in Poznań (address: ul. Grunwaldzka 182, 60-324 Poznań), entered into the register of entrepreneurs kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Department of the National Court Register under KRS number 0000274399, to the extent necessary to execute the payment;

B. ING Bank Śląski S.A. with its registered office in Katowice (address: Sokolska 34, 40-086 Katowice), entered in the register of entrepreneurs maintained by the District Court of Katowice-Wschód in Katowice, VIII Commercial Department of the National Court Register under number 0000005459 ("Bank") to the extent referred to in Article 6(1)(f) of the Regulation, i.e: (i) provision by the Bank to the Internet Shop of the service of making available the infrastructure for handling Internet payments; (ii) handling and settlement by the Bank of payments made by customers of the Internet Shop with the use of payment instruments via the Internet; (iii) for the purpose of verification by the Bank of due performance of agreements concluded with the Internet Shop, in particular to ensure protection of the interests of payers in connection with complaints submitted by them;

C. Twisto Polska sp. z o.o. with registered office in Warsaw (address: Puławska 2, 02-566 Warsaw), entered into the register of entrepreneurs kept by the District Court for the Capital

City of Warsaw in Warsaw, XII Economic Department of the National Court Register under the number 0000689624 ("Twisto"), in the scope referred to in art. 6 sec. 1 lit. f) of the Regulation, in connection with the possibility of offering to pay for products purchased by Twisto under the order agreement including a purchase formula "Buy with Twisto" and making this purchase formula available through the Internet Shop, as well as in order for Twisto to verify proper execution of such order agreements.

4. 4. In the event that the transfer of Customer's personal information occurs:

A. in connection with the handling and settlement of payments made by the Customer by the Bank to the Internet Shop via the Internet using payment instruments - providing the Customer's personal data is required in order to process the payment and provide confirmation of its execution by the Bank to the Internet Shop;

B. in order for the Bank to verify the proper performance of agreements concluded with the Internet Shop, in particular to ensure the protection of interests of the payers in connection with their complaints - providing personal data of the Customer is required in order to enable the performance of the agreement concluded between the Internet Shop and the Bank;

C. in order to pass them on to Twisto before concluding a contract of sale of Products purchased in the Internet Shop - passing the Customer's personal data is a condition of concluding the Contract of Sale;

D. for the purpose of their transfer to Twisto in connection with the possibility of offering the Customer to pay the price for the Goods purchased by the Customer by Twisto within the framework of the order agreement which includes a purchase formula "Buy with Twisto" and making this formula available by the Internet Shop - the submission of the Customer's personal data and their processing for this purpose is required in order to fulfill the agreement concluded between the Internet Shop and Twisto.

5. In matters relating to personal data protection and not governed by these Terms and Conditions, the provisions of the Privacy Policy, the Civil Code and relevant provisions of applicable Polish law, as well as European Union law, in particular the Regulation, shall apply.

§ 10 Amendment to Terms and Conditions

1. These Terms and Conditions are subject to change. We recommend reading the Terms and Conditions each time before placing an Order.

2. Orders placed by customers before the effective date of changes to the Terms and Conditions will be processed in accordance with the existing provisions of the Terms and Conditions.

§ 11 Final Provisions

1. The content of the Terms and Conditions may be recorded by printing or writing it on a carrier of your choice.

2. In case of a dispute concerning a Sales Contract, the Client and Service Provider undertake to seek an amicable settlement of the dispute. Polish law is applicable to resolve any disputes arising under these Terms and Conditions.

3. The Customer may use out-of-court ways to handle complaints and assert claims, including mediation. Lists of permanent mediators and existing mediation centers are provided and made available by presidents of relevant District Courts.

4. Any disputes related to the Sales Agreement may also be resolved by the Customer through the ODR online platform.

5. The Terms and Conditions are published in the Polish and English language versions. In case of discrepancies, the Polish version is binding.