

# RULES AND REGULATIONS FOR PURCHASING GOODS FROM THE „ALCOHOLIC BEVERAGES” CATEGORY IN THE FR24 STORE AT WWW.FRISCO.PL

## 1. Definitions

**FR24 Store** – one of six sale points managed by FR24, i.e. at Zorzy 4 in Klaudyn, at Akwarelowa 6 in Marysin, at Składowa 3 in Plewiska, at Ryszarda Chomicza 13C in Nowa Wieś Wrocławska, at Kominkowa 2 in Kowale, at Cholerzyn 519, phone number: +48 785 103 175, email: fr24spzoo@gmail.com

**Seller** – FR24 Sp. z o.o. with its registered seat in Klaudyn, ul. Zorzy 4, 05-080 Izabelin, entered into the Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw, 14<sup>th</sup> Commercial Division of the National Court Register under KRS (National Court Register) number: 0000806029, NIP (Tax Identification Number): 1182202401, REGON (Statistical Number): 384474648, with share capital in the amount of PLN 5,000.

**Website** – Internet site at [www.frisco.pl](http://www.frisco.pl).

**Goods** – goods listed on the Website under the “Alcoholic Beverages” category, available for sale in a given FR24 Store.

**Rules and Regulations** – these rules and regulations specifying the terms and conditions for submitting electronic orders for the purchase of the Goods in the FR24 Store via the Website.

**Website Rules and Regulations** – *“Rules and Regulations of the [www.frisco.pl](http://www.frisco.pl) Website and Mobile Application”* available at [TUTAJ](#), setting out the terms and conditions for using the Website and services made available through the Website, including via the mobile application.

**Frisco S.A. Terms of Delivery** – *“Frisco S.A. Terms of Delivery”* available at [TUTAJ](#).

**Account** – a collection of resources in the IT system of the Website’s administrator designated with an individual name (login) and password, in which the data of the User who has registered on the Website in accordance with the Website Rules and Regulations is collected.

**Customer** – each customer purchasing the Goods.

**Consumer** – a natural person who purchases the Goods from the Seller for purposes not directly related to their business or professional activity.

**Entrepreneur with the Rights of a Consumer** – a natural person who purchases goods from the Seller under a sales contract directly related to the person's business activity, when the content of this contract shows that it does not have a professional nature for that person, resulting in particular from the subject of the person's business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity.

**Registered User** – Registered User

## 2. General Provisions

2.1. The contract for the sale of the Goods listed at [www.frisco.pl](http://www.frisco.pl) under the "Alcoholic Beverages" category is concluded with the company FR24 Sp. z o.o. with its registered seat in Klaudyn, ul. Zorzy 4, 05-080 Izabelin, entered into the register of entrepreneurs maintained by the District Court for the Capital City of Warsaw, 14<sup>th</sup> Commercial Division of the National Court Register under the KRS number: 0000806029, NIP (Tax Identification Number): 1182202401, REGON (Statistical Number): 384474648, with share capital in the amount of PLN 5,000.

2.2. The place of concluding contracts for the sale of the Goods is the point of sale located:

a) in Klaudyn at ul. Zorzy 4 – for Customers indicating this point of sale as the point of sale from which they personally collect the Goods and for Customers who authorize an employee of Frisco S.A. to collect the Goods and indicate as their delivery address an address with a postal code listed in Part A of Appendix 1 to these Rules and Regulations,

b) in Marysin at ul. Akwarelowa 6 - for Customers indicating this point of sale as the point from which they personally collect Products and for Customers who authorize an employee of Frisco S.A. to collect the Products and indicate as their delivery address an address with the postal code listed in Part A of Appendix No. 1 to these Terms of service,

c) in Plewiska at ul. Składowa 3 – for Customers indicating this point of sale as the point of sale from which they collect the Goods personally and for customers who authorize an employee of Frisco S.A. to collect the Goods and indicate as their delivery address an address with a postal code listed in Part B of Appendix 1 to these Rules and Regulations,

d) in Nowa Wieś Wrocławska, at ul. Ryszarda Chomicza 13C – for Customers indicating this point of sale as the point of sale from which they personally collect the Goods and for Customers who authorize an employee of Frisco S.A. to collect the Goods and as their delivery address an address with a postal code listed in Part C of Appendix 1 to these Rules and Regulations,

e) in Liszki, at ul. Cholerzyn 519 – for Customers indicating this point of sale as the point of sale from which they personally collect the Goods and for Customers who authorize an employee of Frisco S.A. to collect the Goods and as their delivery address an address with a postal code listed in Part D of Appendix 1 to these Rules and Regulations,

f) in Kowale at ul. Kominkowa 2 – for Customers indicating this point of sale as the point of sale from which they collect the Goods personally and for customers who authorize an employee of Frisco S.A. to collect the Goods and indicate as their delivery address an address with a postal code listed in Part E of Appendix 1 to these Rules and Regulations,

2.3. FR24 Sp. z o.o. has valid permits for the sale of alcoholic beverages intended for consumption outside the place of sale:

a) at the point of sale in Kludyn at ul. Zorzy 4:

- for alcoholic beverages containing up to 4.5% alcohol and beer No. IA-330/19 of November 14, 2019 issued by the Head of the Stare Babice Commune;

- for alcoholic beverages containing from 4.5% to 18% of alcohol (except for beer) No. IB-274/19 of November 14, 2019 issued by the Head of the Stare Babice Commune;

- for alcoholic beverages containing more than 18% alcohol No. IC-245/19 of November 14, 2019 issued by the Head of the Stare Babice Commune;

b) at the point of sale in Marysin at ul. Akwarelowa 6:

- regarding alcoholic beverages containing up to 4.5% alcohol and beer No. I-4/A-4/2024 from February 13, 2024, issued by the Head of the Lesznówola Commune

- concerning alcoholic beverages containing between 4.5% and 18% alcohol (except beer) No. I-4/B-4/2024 from February 13, 2024 issued by the Head of the Lesznówola Commune

- concerning alcoholic beverages containing more than 18% alcohol No. I-4/C-4/2024 from February 13, 2024, issued by the Head of the Lesznówola Commune

c) at the point of sale in Plewiska, ul. Składowa 3:

- for alcoholic beverages containing up to 4.5% alcohol and beer No. WO.7340.2.18.2021.A of 23.06.2021 issued by the Head of the Komorniki Commune;

- for alcoholic beverages containing from 4.5% to 18% alcohol No. WO.7340.2.29.2021.B of 28.12.2021 issued by the Head of the Komorniki Commune;

- for alcoholic beverages containing more than 18% alcohol No. WO.7340.2.18.2021.C of 23.06.2021 issued by the Head of the Komorniki Commune;

d) at the point of sale in Nowa Wieś Wrocławska, at ul. Ryszard Chomicza 13C:

- for alcoholic beverages containing up to 4.5% alcohol and beer No. I/0291/A/2021 of 31.08.2021 issued by the Head of the Kąty Wrocławskie Commune;

- for alcoholic beverages containing from 4.5% to 18% alcohol No. I/0292/B/2021 of 31.08.2021 issued by the Head of the Kąty Wrocławskie Commune;

- for alcoholic beverages containing more than 18% alcohol No. I/0293/C/2021 of 31.08.2021 issued by the Head of the Kąty Wrocławskie Commune;

e) at the point of sale in Liszki, at ul. Cholerzyn 519:

- for alcoholic beverages containing up to 4.5% alcohol and beer No. SA.7340.1.4.2022 of 01.03.2022 issued by the Head of the Liszki Commune;

- for alcoholic beverages containing from 4.5% to 18% alcohol No. SA.7340.2.4.2022 of 01.03.2022 issued by the Head of the Liszki Commune;

- for alcoholic beverages containing more than 18% alcohol No. 7340.3.4.2022 of 01.03.2022 issued by the Head of the Liszki Commune;

f) at the point of sale in Kowale, ul. Kominkowa 2:

- for alcoholic beverages containing up to 4.5% alcohol and beer No. D/I/02/2022 of 31.03.2022 issued by the Head of the Kolbudy Commune;

- for alcoholic beverages containing from 4.5% to 18% alcohol No. D/II/02/2022 of 31.03.2022 issued by the Head of the Kolbudy Commune;

- for alcoholic beverages containing more than 18% alcohol No. D/III/02/2022 of 31.03.2022 issued by the Head of the Kolbudy Commune;

2.4. The website [www.frisco.pl](http://www.frisco.pl) belongs to Frisco S.A., with its registered seat in Warsaw at ul. Grochowska 306/308, entered into the register of entrepreneurs maintained by the District Court for the Capital City of Warsaw, 13<sup>th</sup> Commercial Division of the National Court Register, under the number KRS (National Court Register) 0000401344, NIP (Tax Identification Number): 1132847981, REGON (Statistical Number): 145819360, with share capital in the amount of PLN 3,097,369.90.

2.5. On the basis of these Regulations, Registered Users of the Website may place Orders by electronic means for the purchase of the Goods in the FR24 Store. Orders are executed by the Seller.

2.6. The offer of the FR24 Store is intended for people over 18 years of age.

2.7. Website Users, including Customers, may access these Rules and Regulations at any time via the link on the home page of the [www.frisco.pl](http://www.frisco.pl) Website, download it and print it out.

2.8. Commercial information on the Goods posted on the [www.frisco.pl](http://www.frisco.pl) Website does not constitute an offer within the meaning of the Polish Civil Code, but only an invitation to submit offers. Invitations to submit offers are subject to change at any time. The sales contract is concluded according to the invitation to conclude it which was valid at the time of completing the ordering process.

2.9. Orders for the purchase of goods in each of the three FR24 Stores may also be placed by phone at +48 785 103 175 or by e-mail at [fr24spzoo@gmail.com](mailto:fr24spzoo@gmail.com) (the buyer must indicate in which of the three FR24 Stores the buyer wants to make purchase at). However, these Rules and Regulations cover only the terms and conditions for placing Orders for the Goods by Registered Users of the Website using the Website's functionality.

2.10. The Seller does not agree to the buyer's resale of the purchased goods to consumers as part of the buyer's business activity.

2.11. Users can access these Rules and Regulations at any time via the link on the main page of the Website, download it and print it out.

### **3. Terms and Conditions of Placing Orders**

3.1. The condition for placing an Order for the Goods via the Website is having an Account on the Website and providing the necessary information to perform the Order, as well as reading the content of these Rules and Regulations and accepting them.

3.2. Placing an Order is executed by filling in the appropriate order form available on the Website. All sales contracts concluded on the basis of Orders placed via the Website are concluded and performed in one of the three FR Stores belonging to, pursuant to the provisions of items 2.2. of these Rules and Regulations.

3.3. Confirmation of the Order by the Customer is tantamount to submitting a statement that the Customer is responsible for arranging that the Goods are collected by an adult. Placing an Order is also tantamount to the Customer's declaration that the Customer is not a person to whom it is forbidden to sell alcoholic beverages pursuant to Article 15 of the Polish Act on Upbringing in Sobriety and Counteracting Alcoholism and that the Customer does not purchase alcohol for resale.

3.4. After placing the Order, the Customer receives Order confirmation and details to the e-mail address saved in the User's Account.

3.5. The Seller shall confirm the acceptance of the Order within one business day as from its receipt. In the event that the Order was placed on a Saturday, Sunday or holiday, the Seller shall confirm the acceptance of the Order on the first following Business Day. After this deadline, the Customer is no longer bound by the content of the Order placed.

3.6. The Order shall be rejected when:

- a. the Goods are not available in the Seller's warehouse or in the FR24 Store selected by the Customer pursuant to item 2.2. of these Rules and Regulations,
- b. the data provided by the Customer are incomplete, incorrect or raise justified doubts as to their truthfulness,
- c. the Customer has not picked up the Goods covered by the previous Order,
- d. random events occurred beyond the control of the Seller.

3.7. A sales document in the form of a receipt or invoice is issued for each order. The sales document is issued when all the Goods selected for the Order have been completed and are ready for collection.

3.8. The Seller reserves the right to introduce limitations on the quantity of the Goods ordered. The Customer shall be informed about any such limitations before confirming the Order.

## **4. Prices and Payment Methods**

4.1. All prices of the Goods displayed on the Website are gross prices (including VAT in the amount in accordance with applicable legal regulations) and are expressed in Polish zlotys. The binding price is the price posted on the Website next to the Goods at the time of placing the Order. In case of doubt, the

Seller reserves that the prices do not include any shipping costs, which service is provided by Frisco S.A. at the Customer's request.

4.2. The Customer may pay for the Goods ordered with the use of one of the following methods at the Customer's choice:

- a. personally upon collecting the Order at the FR24 Store in which the Customer made the purchase;
- b. with a payment card in the case of delivery of the Order via Frisco S.A. (Frisco S.A. deliverers are equipped with mobile terminals) – the Order will be processed after the Seller confirms its acceptance;
- c. online with a payment card;
- d. online with a bank transfer.

4.3. The Seller reserves the right to exclude certain methods of payment for the Order, but the Consumer is never obliged to pay the price before receiving the Goods.

4.4. The Seller informs that, pursuant to the provisions of the Polish Value Added Tax Act effective as from January 1, 2020, the Seller may issue an invoice to the taxpayer or a payer of the value added tax only if the Customer provides the Customer's NIP (Polish Tax Identification Number or EU VAT) upon placing the Order. Otherwise the Seller will not be able to issue an invoice with the Customer's NIP (EU VAT) at a later date.

4.5. A VAT invoice covering all delivered items of the Order, collective invoices that are issued for some business customers at the end of each billing period and include all deliveries executed during that period, as well as correcting invoices are issued in electronic form and are placed on a dedicated Customer Account at the Website in a way that ensures the authenticity of the origin of the documents, integrity of the content and legibility until the end of the limitation period and at the same time enables the Customer to download them; information about the availability of a VAT invoice or correcting invoice is sent via e-mail to the Customer's e-mail address saved in the Account along with information about completing the order.

4.6. By placing the order the Customer each time accepts that the VAT invoice and the correcting invoice for the given order shall be issued in electronic form and placed on the Customer's Account in a way that allows it to be downloaded and that information about the availability of the invoice shall be sent by e-mail to the Customer's e-mail address saved on the Account along with information about completing the Order.

4.7. A VAT invoice or a correcting invoice shall be made available in PDF format. This means that in order to be able to read the file containing the VAT invoice or correcting invoice, the Customer must have the appropriate software installed.

4.8. In the case of a Customer who is a consumer, the Seller shall issue and provide the Customer with a VAT invoice in the form and in the manner indicated in item 4.4. and subsequent of this section of the Rules and Regulations, while the issued fiscal receipt shall remain in the possession of the Seller.

## **5. Collection or Delivery of the Goods**

5.1. The Customer undertakes to collect the Goods ordered at the point of sale, i.e. at the FR24 Store, where, pursuant to item 2.2. of these Rules and Regulations, the contract for the sale of the Goods was concluded on business days between 10.00 a.m. and 4.00 p.m. The Customer may collect the Goods in person or through another person authorized by the Customer. The Customer may also use the services of Frisco S.A. cooperating with the Seller, which will collect the Goods ordered from the FR24 Store, where, pursuant to item 2.2., a contract for the sale of the Goods has been concluded and deliver the Goods to the place of delivery indicated by the Customer in the Order.

5.2. Information about the readiness of the Goods to be collected from the FR24 Store shall be sent to the Customer to the e-mail address provided by the Customer upon placing the Order, and if the Customer has authorized Frisco S.A. to collect the Goods on the Customer's behalf, the information about the readiness of the Goods for collection shall be provided to Frisco S.A. The person collecting the Goods shall be obliged to provide the name and surname of the Customer and the Order number. The condition for collecting the Goods is a written confirmation of receipt of the Goods. The Seller reserves that the Goods shall not be released to a minor or a person under the influence of alcohol. The Seller is entitled to check the age of the person collecting the Goods.

5.3. If the Customer chooses the option of delivering the Goods via Frisco S.A., the Goods shall be released to the Customer when the Seller releases the Goods ordered to a representative of Frisco S.A. The Customer shall be immediately informed by the Seller about the release of the Goods ordered to a representative of Frisco S.A. by sending relevant information to the e-mail address provided in the Order.

5.4. The Seller reserves that alcoholic beverages ordered shall not be released to minors or persons under the influence of alcohol. In the above event, the Seller shall submit a declaration of withdrawal from the contract within 3 days as from the date of finding these circumstances and return the money paid to the Customer. The Seller shall be entitled to check the age of the person collecting the Goods.

5.5. The Seller informs that Frisco S.A. also reserves the right to refuse to release the Goods purchased by the Customer to a minor or a person under the influence of alcohol. The rules according to which

Frisco S.A. delivers Goods from the FR24 Store to the Customer are specified in the “Delivery Information” posted at [TUTAJ](#) on the Website.

5.6. The document confirming the sale shall be attached to the shipment collected from the FR24 Store by Frisco S.A. and delivered to the delivery address indicated by the Customer.

5.7. Upon receipt of the shipment, the Customer must check that the shipment has not been damaged in transit and that the contents of the shipment are consistent with the content of the Order and the attached proof of sale (VAT invoice) in the presence of the Frisco S.A. employee.

5.8. In the event that the content of the shipment is inconsistent with the content of the order, receipt or VAT invoice, or if the Goods have been damaged, the Customer should prepare a damage report in accordance with the procedure applied by Frisco S.A. Preparing a damage report is not a condition for examining a complaint; it is only intended to streamline the process of its examination.

## **6. Right to Withdraw from the Contract**

6.1. Subject to item 6.4. of the Rules and Regulations below, the Consumer may withdraw from the contract for convenience within 14 days as from the date of the Order. To meet the deadline, it suffices to send a relevant declaration before its expiry. A model declaration can be found at [tutaj](#).

6.2. To exercise the right to withdraw from the contract, the Consumer should submit a declaration of withdrawal from the contract. The Consumer may use the declaration of withdrawal from the contract available at [TUTAJ](#) on the Website. The method of withdrawal recommended by the Seller is also sending the completed form available [HERE](#) by e-mail to the following address:  
**fr24spzoo@gmail.com.**

6.3. In the statement referred to above the Consumer should indicate the Order number or attach the proof of purchase of the Goods, or otherwise document the purchase of the Goods and specify whether the withdrawal from the contract covers all the Goods or only an individual Good covered by the contract.

6.4. The right to withdraw from the contract does not apply to the following Goods:

- a. items that spoil quickly or have a short shelf life,
- b. delivered in sealed packaging which, after opening the packaging, cannot be returned due to health protection or hygiene reasons,
- c. where the subject of the service are alcoholic beverages, the price of which was agreed at the conclusion of the sales contract, and the delivery of which may take place only after 30 days

and the value of which depends on fluctuations on the market that are beyond the Seller's control.

6.5. The Ordering Party shall be obliged to return the Goods covered by the declaration of withdrawal from the contract immediately, but not later than within 14 days as from the date of the withdrawal. To meet the deadline, it shall also suffice to return the Goods before its expiry to the FR Store in which the contract for the sale of the Goods was concluded pursuant to item 2.2. of these Rules and Regulations.

6.6. The Consumer bears only the direct costs of returning the Goods, which should in particular be understood as the cost of returning the Goods to the address of a given FR24 Store.

6.7. If the Goods have been collected from the FR24 Store and delivered to the Consumer by Frisco S.A. and the Consumer has withdrawn from the contract at the latest upon delivery of the Goods by Frisco S.A., the Consumer may hand over the returned Goods to the representative of Frisco S.A., who shall deliver them to the FR24 Store in which the sales contract was concluded pursuant to item 2.2. of these Rules and Regulations.

6.8. The Seller shall immediately, but not later than within 14 days as from receiving from the Consumer a declaration of full or partial withdrawal from the contract, refund to the Consumer the payment made by the Customer for the returned Goods.

6.9. The Seller may withhold the refund of the payments referred to in the preceding item until the Consumer returns the Goods to which the withdrawal from the contract relates, or until the Consumer provides the confirmation that the Goods were sent back, whichever of these events (return or delivery of confirmation) is earlier.

6.10. The refund shall be made with the method of payment used by the Consumer.

6.11. Before withdrawing from the contract, the Consumer should not use the Goods in a way that goes beyond what is necessary to establish the nature, characteristics and functionality of the Goods. Otherwise, the Consumer shall be liable for a decrease in the value of the Goods. The Consumer may not withdraw from the contract with regard to alcoholic beverages that have been opened by the Consumer.

6.12. The right to withdraw from the contract does not affect the rights of the Ordering Party resulting from the Seller's liability for non-compliance of the Goods with the contract.

6.13. The Customer has no right to withdraw from the contract if the Customer has concluded the contract as part of business activity (as an entrepreneur).

6.14. The provisions regarding the Consumer contained in section 6 apply to the Entrepreneur with the Rights of the Consumer.

## **7. Complaints**

7.1. In the event of non-compliance of the Goods with the contract after their release, the Customer has the right to file a complaint.

7.2. For a complaint to be considered the Customer should deliver the Goods together with the proof of purchase to the FR24 2 Store in which, pursuant to item 2.2. of these Rules and Regulations, a contract for the sale of the Goods was concluded.

7.3. The complaint shall be examined within 14 days as from the date of its submission by the Customer.

7.4. The Customer shall be informed about the method of considering the complaint by the Seller by letter, e-mail or by phone, using the contact details provided by the Customer in the complaint.

7.5. If the complaint is accepted, the money shall be refunded immediately to the Customer's balance or, in accordance with the Customer's instructions, to the indicated bank account after providing the Customer with information about the complaint's acceptance.

## **8. Out-of-Court Methods of Resolving with Complaints and Redress**

8.1. Out-of-court resolution of disputes with consumers pursuant to the Polish Act of 23 September 2016 on Out-of-Court Resolution of Consumer Disputes shall be carried out by the authorized entity, i.e. the Provincial Inspectorate of Trade Inspection in Warsaw, at ul. Sienkiewicza 3, website: [www.wiih.org.pl](http://www.wiih.org.pl).

8.2. A Customer who is a Consumer has the additional option of using an out-of-court redress method by submitting a complaint via the EU ODR internet platform, available at: <http://ec.europa.eu/consumers/odr/>.

8.3. A Customer who is a Consumer may obtain free assistance in a dispute between such a Customer and an entrepreneur by referring to a powiat (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers). Information for consumers, including information on the possibility of obtaining assistance, is also available on the website of the President of the Office of Competition and Consumer Protection ([www.uokik.gov.pl](http://www.uokik.gov.pl)).

## **9. Personal Data Protection**

9.1. The personal data controller is FR24 Sp. z o.o. with its registered office in Klaudyn, ul. Zorzy 4, 05-080 Klaudyn. For detailed information on the principles of personal data processing, including the purposes of processing and your rights under the GDPR, please refer to the FR24 Shop privacy policy available [here](#).

## **10. Final Provisions**

10.1. The Seller reserves the right to amend these Rules and Regulations. Amendments to the Rules and Regulations shall be communicated to Registered Users on the website [www.frisco.pl](http://www.frisco.pl) and shall require the Registered User's approval prior to placing the Order. The amended or modified Rules and Regulations shall be binding, subject to the fulfillment of other conditions provided for by law, only for legal relations arising after the amendments or modifications enter into force.

10.2. In all matters not covered by these Rules and Regulations, the provisions of the Polish Civil Code, the provisions of the Polish Act of May 30, 2014 on Consumer Rights (Polish Journal of Laws Dz.U. of June 24, 2014) and other relevant acts shall apply.

10.3. Any doubts arising from the interpretation of the Rules and Regulations should be interpreted in a way that ensures compliance hereof with mandatory provisions of law.