



## Regulations of the eSENTia Guesthouse

### § 1. SUBJECT OF THE REGULATIONS

- The Regulations (hereinafter referred to as the Regulations) define the subject of the provision of services, responsibility and the rules of staying on the premises of the eSENTia guesthouse (hereinafter referred to as: hereinafter referred to as: the Guesthouse) and is an integral part of the contract, which is concluded by signing a residence card or other activities described in § 2 of the Regulations (hereinafter referred to as the Agreement). By signing the residence card or making a reservation in the manner specified in § 2 of the Regulations, the guest of the Guesthouse (hereinafter referred to as the Guest) confirms that he or she has read and accepts the terms and conditions of the Regulations.
- The guesthouse is operated by Tomasz Komarnicki Trading and Service Company, located at Radomierzyce 55A, 59-900 Zgorzelec, VAT ID 615-104-23-82.
- The Regulations are available: (I) on the website: [www.pensjonatesentia.pl](http://www.pensjonatesentia.pl) (II) at the reception of the Guesthouse (hereinafter referred to as: Reception) and (III) in each hotel room.
- The Regulations are addressed to both consumers (within the meaning of the Civil Code ), as well as to persons who are not consumers, in particular entrepreneurs.

### § 2. CONCLUSION OF A CONTRACT THROUGH THE RESERVATION SERVICE (DISTANCE CONTRACT)

- In order to make a reservation on distance (hereinafter referred to as: Reservation) The Guest is entitled to conclude an Agreement with the Guesthouse via the Guesthouse's reservation system (hereinafter referred to as: the System), available on the website: [www.pensjonatesentia.pl](http://www.pensjonatesentia.pl)
- The Guest makes a Reservation in the System by making activities indicated by the System, including completing the reservation form (hereinafter referred to as the Form). Providing the Guest's personal data in the form is necessary in order to use it and make a Reservation.
- The Guest is able to choose the services offered, including standard accommodation with breakfast and stay packages containing more services.
- Prices presented in the System are given in Polish zloty and include VAT. For services not covered by the Reservation, the Guest pays the fee directly to the Guesthouse.

- After the Guest selects an offer under the Reservation, a summary of the Reservation is displayed in the System. The terms of the offer are accepted by selecting the "Book" option and paying a deposit (hereinafter referred to as: Deposit) or the entire price, depending on the displayed conditions of the selected offer. To make a Reservation, the Guest must pay in accordance with the displayed terms and conditions of the selected offer. After making the payment, the Hotel will send a confirmation of the Reservation to the e-mail address provided by the Guest (hereinafter referred to as: Reservation Confirmation), specifying, among others, details of the Guest and the Hotel, description of the ordered offer and the amount of the deposit towards the price or the amount of the price for the booked services.
- The Guest's payment of the deposit or the entire price, depending on the selected offer, is a condition for concluding the Agreement. The contract is concluded only after payment of the deposit. The deposit should be paid within the time specified in the Reservation Confirmation.
- Payment of the deposit or the entire price is made via the online payment system to which the Guest will be redirected at the last stage of making a Reservation in the System. The guest does not incur additional fees for making payments via the online payment system. The guesthouse does not own or operate the online payment system. The Guest should read the privacy protection policies applied by the operator.
- The contract between the Guest and the Guesthouse is deemed concluded through the System when the Guest pays the Deposit or the entire price, depending on the selected offer.
- Consolidation, security and the content of the concluded Agreement is made available to the Guest by: (1) making the Regulations available on the System website in a form that can be downloaded by the Guest and (2) sending the Guest an e-mail with the Reservation Confirmation. The content of the Agreement is additionally recorded and secured in the Guesthouse's IT system.
- Failure of the Guest to pay the deposit or the entire price, depending on the selected offer, within the deadline indicated in the Reservation summary, results in the failure to conclude the Agreement between the Guest and the Guesthouse.
- The agreement between the Guest and the Guesthouse includes the Guest's ability to use the rented accommodation and any additional services for a specified period of time, indicated by the Guest when making the Reservation. The Guest has the opportunity to individually shape the content of the Agreement, including the right to cancel or change the Reservation, by selecting the offer appropriate for him. Unless the terms of the Reservation selected and confirmed by the Guest provide otherwise, the Guest is entitled to withdraw from the Agreement (cancel the confirmed Reservation) without any costs no less than 14 days before the start of the first hotel day of the planned stay. In such a case, the Guesthouse will refund the entire deposit paid to the Guest to the bank account indicated by the Guest. Withdrawal

from the Agreement should be made in writing (to the delivery address guesthouse, indicated in § 1 section 2 of the Regulations) or by e-mail to the following address: pensjonatesentia@gmail.com

- If the Guest who has paid the Deposit: (I) withdraws from the Agreement less than 7 days before the start of the 1st hotel day of the intended stay or (II) fails to show up at the Hotel on the scheduled day of arrival, then the Deposit will be retained or refunded on the terms set out in Art. 394 of the Civil Code, subject to section 13.
- The provisions specified in the preceding paragraphs or in the content of the offer limiting the possibility of canceling the Reservation (withdrawal, termination of the Agreement) or refund of the amounts paid towards the Reservation do not limit or exclude the Guest's rights to cancel the Reservation and refund of the paid amounts, resulting strictly from applicable legal provisions or the rights of the Guest in the event of non-performance of the Agreement for reasons attributable to the Guesthouse or the occurrence of force majeure, including the rights resulting from the payment of the Deposit, specified in Art. 394 of the Civil Code.
- In the case of reservations made in direct telephone or e-mail contact with the Guesthouse, the Guesthouse sends information about the terms of the contract in an offer sent to the Guest to the provided e-mail address. The offer includes, among others: its validity period, also understood as the deadline for payment of the deposit or the entire price. The acceptance of the offer and thus the conclusion of the contract between the Guest and the Guesthouse takes place upon payment of the deposit or the entire price, depending on the terms of the offer, during the validity period of the offer. The provisions of this paragraph shall apply mutatis mutandis to the contract concluded in this way.
- In the case of reservations made through intermediaries, e.g. booking portals, the rules for making reservations and canceling reservations result from the provisions of the regulations and content of offers applicable to these intermediaries.
- Pursuant to Art. 38 point 12 of the Act of May 30, 2014 on consumer rights, the Guest is not entitled to withdraw from a distance contract under this paragraph (subject to the exceptions referred to in section 11 above).

### **§ 3. HOTEL DAY**

- The guest determines the date of stay in the guesthouse.
- The hotel day starts at 3:00 p.m. on the first day and ends at 11:00 a.m. on the next day.
- It is possible to extend the hotel day depending on room availability. Extension of the hotel day until 4:00 p.m. will result in a fee of half the accommodation price applicable on the day of departure. Extension of the hotel day by more than 5 hours is possible upon payment of 100% of the value of the hotel day from the offer selected by the Guest.

- The wish to extend the stay should be reported to the Reception by 09:00 on the day on which the room rental deadline expires.
- The Guest's guardians are the Reception employees.

#### **§ 4. REGISTRATION OF STAY**

- The basis for registering the Guest's stay at the Guesthouse is presenting it at the Reception a valid ID card or passport and signing the residence card. If the Guest has not paid the entire amount for the stay when making the Reservation, the Guest is obliged to pay it during registration.
- Persons not registered to stay at the Guesthouse may stay as guests in the hotel room from 7:00 a.m. to 10:00 p.m.
- The guest cannot transfer the room to other people, even if the period for which he/she paid the fee for the stay has not expired.
- The guesthouse may refuse to accept a guest who grossly violated the Regulations during the previous stay(s) at the guesthouse. , in particular by causing damage to the property of the Guesthouse or Guests, personal injury to Guests, employees of the Guesthouse or other persons staying in the Guesthouse.
- The Guesthouse may block funds on the payment card provided by the Guest or request the Guest to pay a deposit in order to securing all payments, e.g. unpaid amount for the stay, in an amount not higher than the amount due for the entire stay, and the Guest authorizes the Guesthouse to also collect the amount due from this card.
- Guest's cancellation of the stay during the hotel day , does not affect the amount due for the entire stay, unless the provisions of mandatory law provide otherwise.
- The guest consents to the issuance of a VAT invoice without a signature.
- The guest should not provide the room access card with additional verification data persons whom the Guest did not authorize to purchase goods or services using the hotel account. The guest should immediately notify the Guesthouse Reception of the loss of the room access card.

#### **§ 5. HOTEL SERVICES**

- The guesthouse provides services in accordance with its category and standard.
- In case of any reservations regarding quality services, the Guest is asked to immediately report any reservations at the Reception, which will enable the employees to react and improve the standard services provided.
- The guesthouse provides guests with:
  - conditions for complete and unrestricted relaxation as part of the purchased offer,
  - security of stay, including keeping information about the guest confidential,

- professional and courteous service in within the scope of the applicable offer
- leaning the room and making necessary repairs to equipment during the Guest's absence, and in the case of his presence, only if he consents and wishes,
- technically efficient service, and in the event of faults that do not can be removed immediately, the Guesthouse will make every effort to alleviate this inconvenience if possible.
- Additionally, at the Guest's request, the Guesthouse provides the following services free of charge:
  - providing information related to the stay and travel,
  - wake-up calls at the designated time,
  - ordering a taxi.
  - Guests can use free of charge:
    - Internet access,
- Buffet meals may only be eaten in the dining room where the buffet is offered . It is forbidden to take food outside the dining room.
- Children under 13 years of age should use the buffet only under the supervision of adult guardians to avoid burns, cuts or other damage.
- People with any food intolerances should read the offered dishes or drinks before consuming information about allergens in the offered products, located in a visible place in the dining room where specific products are offered.

## **§ 6. GUEST RESPONSIBILITY**

- Children under the age of Children aged 13 or over should be under the constant supervision of their legal guardians. Legal guardians may be held financially liable for any damage resulting from the actions of children, in accordance with the principles set out in generally applicable law.
- The guest is financially liable for any damage or destruction of objects, equipment and technical devices of the Guesthouse resulting from due to his fault or the fault of people accompanying him or visiting him.
- The guest should inform the Reception Desk about the occurrence of damage immediately after discovering it. In particular, the Guest should immediately inform the Reception Desk about any damage to the hotel room, discovered after entering the room after registering the stay.
- The Guesthouse may charge the Guest's payment card after his departure for any damage caused by him in the Guesthouse or as payment for goods or services purchased additionally during the stay and not reported or paid for by the Guest before leaving the Guesthouse. The Guest may consent to pre-authorization of the payment card by signing the residence card. In such a case, the Guest authorizes the Guesthouse to collect the Hotel's payment from the payment card.

- In the event of a gross violation of the provisions of the Regulations, the Guesthouse may refuse to continue providing services to the person who violates them. Such a person is obliged to immediately follow the recommendations of the Guesthouse representative, settle the amount due for previous services, pay for any damages and leave the Guesthouse.
- Whenever leaving the room, for safety reasons, the Guest should check that the windows and doors are closed, and also turn off the TV, turn off the light, close the taps and take careful care of the room access card.
- It is prohibited to use hotel towels to clean shoes or clean any other dirty items. It is strictly forbidden to take towels and other room furnishings after the stay at the Guesthouse.
- It is prohibited to consume food, drinks or alcohol not purchased in the Guesthouse in public areas of the Guesthouse. It is also prohibited to order external catering for delivery to the Guesthouse.

## **§ 7. HOTEL'S LIABILITY**

- The Guesthouse is liable to the Guest on the terms specified in the provisions of generally applicable law, including the Civil Code. The rules of liability of the Guesthouse for loss or damage to items brought by the Guest are specified in the provisions of the Civil Code.
- Money, securities and valuable items, in particular valuables and items of scientific or artistic value, should be deposited by the Guest at the Reception. The guesthouse may refuse to accept these items for storage if they pose a threat to safety or if they are too valuable in relation to the size or standard of the guesthouse or if they take up too much space.
- The guesthouse provides a vehicle storage service in an unguarded parking lot. The conditions and rules for the use of parking spaces in the parking lot are specified in the regulations of the parking lot.

## **§ 8. RETURN OF ITEMS LEFT AWAY**

Personal items left behind by leaving Guest in the hotel room will be sent to the address indicated by the Guest at his/her expense. If such an instruction is not received, the Guesthouse will store the above items at the owner's expense for a period of 1 month, and after this period, these items will become the property of the Guesthouse. Due to their properties, food products will be stored for 24 hours.

## **§ 9. COMPLAINT PROCEDURE**

- Guests have the right to submit complaints if they notice any shortcomings in the quality of the services provided or in any other respect. .
- The guesthouse is obliged to provide services without any omissions or other defects.
- A complaint may be submitted by the Guest, for example:

- in writing to the guesthouse's delivery address indicated in §1 section 2 of the Regulations;
- in electronic form via e-mail
- It is recommended that the Guest provide in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of the default or other defect, and (2) contact details of the person submitting the complaint. complaint - this will make it easier and faster to consider the complaint by the Guesthouse. The requirements set out in the previous sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.
- The guesthouse will respond to the complaint received from the Guest and inform him about how the complaint will be considered, in particular in writing or via e-mail, if the Guest provided an e-mail address for this purpose. The guesthouse will provide the Guest with a response to the complaint within 30 days from the date of its receipt, unless separate regulations provide otherwise.

## **§ 10. AMICAL (OUT-OF-JUDICIAL) METHODS OF HANDLING COMPLAINTS AND SEEKING CLAIMS AND RULES OF ACCESS TO THESE PROCEEDINGS**

1. Detailed information on the possibility for a Guest who is a consumer to use out-of-court methods of dealing with complaints and pursuing claims, as well as the rules of access to these procedures, are available at the offices and on the websites of district (municipal) consumer ombudsmen and social organizations whose statutory tasks include consumer protection. , Provincial Inspectorates of the Trade Inspection and at the following Internet addresses of the Office of Competition and Consumer Protection:

[http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php)

[http://www.uokik.gov.pl/sprawy\\_osobalne.php](http://www.uokik.gov.pl/sprawy_osobalne.php)

[http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php)

- A guest who is a consumer has the following exemplary possibilities of using out-of-court methods of dealing with complaints and pursuing claims:
- The guest is entitled to apply to the permanent consumer arbitration court referred to in Art. 37 of the Act of December 15, 2000 on the Trade Inspection, with a request to resolve a dispute arising from the concluded Agreement; the regulations for the organization and operation of permanent consumer arbitration courts are set out in the Regulation of the Minister of Justice of July 6, 2017 on determining the regulations for the organization and operation of permanent arbitration courts at voivodeship trade inspection inspectors;
- The guest is entitled to apply to the voivodeship inspector of the Trade Inspection, in accordance with Art. 36 of the Act of December 15, 2000 on the Trade Inspection, with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Guest and the Hotel;

information on the rules and procedure of the mediation procedure conducted by the provincial inspector of the Trade Inspection is available at the offices and on the websites of individual Provincial Inspectorates of the Trade Inspection;

- The Guest can obtain free assistance in resolving the dispute between the Guest and the Hotel, also using the free assistance of a district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, the Association of Polish Consumers); advice is provided by the Consumer Federation at the free consumer hotline number 800 007 707 and by the Polish Consumers Association at the email address: • [advice@dlakonsumentow.pl](mailto:advice@dlakonsumentow.pl).
- The guest can use the European ODR (Online Dispute Resolution) platform, available at :• • <http://ec.europa.eu/consumers/odr>, facilitating the independent, impartial, transparent, effective, quick and fair out-of-court resolution of disputes between consumers and traders online, in accordance with the provisions of the Regulation of the European Parliament and of the Council (EU) No. 524/2013 of 21 May 2013 on online consumer dispute resolution and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (OJ UE.L No. 165, p. .1).

## **§ 11. ADDITIONAL PROVISIONS**

- There is night silence in the Guesthouse from 10 p.m. to 6 a.m. the following day. Him Guests should use the services of the Guesthouse in a manner that does not violate night silence and respects the right to peaceful rest of other guests. Guests should immediately report to the reception any disturbances caused by other guests to enable the Pension staff to respond. The guesthouse may refuse to continue providing hotel services to guests who persistently violate the night curfew despite the intervention of the guesthouse's employees. Such persons are obliged to immediately comply with the Guesthouse's requests, settle the amount due for previous services, pay for any damage and leave the Guesthouse. If, due to inconvenience caused by a Guest breaking the night curfew, the Guesthouse reduces the price of the stay for other Guests as a result of complaints submitted by them, the Guesthouse, acting on the basis and within the limits of generally applicable law, may seek compensation or recourse from the Guest violating the night curfew
- Children up to 3 years old stay for free. In addition, children are provided with towels. However, children are not provided with a sleeping place or bedding separate from their guardians.
- Pursuant to the Act of November 9, 1995 on health protection against the consequences of the use of tobacco and tobacco products, smoking is strictly prohibited on the premises of the Guesthouse. The ban also applies to all hotel rooms. If the above prohibition is not respected, the Guest may be charged a fee of PLN 2,000.00 for additional room cleaning.



- For safety reasons, it is prohibited to possess, store or use dangerous goods or weapons in the area of the Guesthouse, with particular emphasis on the rooms. , ammunition, flammable, explosive or illuminating materials, including fireworks.
- It is prohibited to carry out door-to-door sales and sales in the Guesthouse, as well as gambling activities.
- The guest should not cause unpleasant odors to escape from the hotel room, disturbing in any other way, damaging or irritating other guests.
- Guests are not allowed to use devices and objects that may pose a risk of damage to the property of the hotel and other guests, in particular devices that may cause fire or flooding, such as: heaters electric appliances, irons and other similar items that are not part of the room equipment. Due to fire protection requirements, it is prohibited to cover or turn off smoke detectors.
- It is permissible to use kettles and other devices provided in individual rooms in the hotel room.
- Rollerblading is prohibited in the guesthouse building , roller skates, skateboards, bicycles, scooters and other personal transport devices, as well as a ban on the use of drones.
- The court competent to resolve disputes between the Guest and the Guesthouse is the common court specified in the provisions of generally applicable law.
- The Regulations are valid from April 15, 2024

## **Parking Regulations**

- The parking of the eSENTia Guesthouse, hereinafter referred to as "the parking," consists of parking spaces (stands) located on Nowomiejska Street.
- The parking is an unguarded paid vehicle storage area belonging to the guests of the eSENTia Guesthouse, hereinafter referred to as "Users".
- Pictogram and informational signs placed in and around the parking area are an integral part of these regulations. Users are obliged to strictly follow the information on the pictogram and informational signs and to follow the instructions of the eSENTia guesthouse staff.
- The parking is partially monitored, with footage made available only at the request of the police.
- Every vehicle user, by entering the parking area, agrees to the terms of these regulations and commits to abide by them.
- The parking fee schedule is available at the Reception of the eSENTia Guesthouse.
- **CONDITIONS OF USE OF THE HOTEL PARKING**
- Traffic Code regulations apply within the parking area.
- Speed limit is up to 10 km/h;

- Absolute prohibition of entry for vehicles transporting flammable, corrosive, explosive materials, and other similar materials and substances that may pose a threat to people and property;
- Use of the parking by persons not being guests of the eSENTia Guesthouse is prohibited.
- Vehicles may only be parked in designated parking spaces, except for reserved and marked places. If a User violates this rule, the eSENTia Guesthouse is entitled to tow the vehicle at the User's expense.
- The eSENTia Guesthouse is authorized to clamp a wheel in case of improper parking, blocking another vehicle, or leaving a vehicle beyond the accommodation period without the knowledge and consent of the reception. Removing the clamp will be associated with a financial penalty.
- Entry to the parking with a trailer, semi-trailer, and by delivery vehicles, trucks, buses may only take place after prior notification to the Guesthouse Reception.
- It is prohibited in the parking area to:
  - smoke and use open fire;
  - consume alcohol;
  - smoke tobacco;
  - transfer fuels, corrosive, explosive, and toxic substances;
  - store fuels, flammable substances, and empty fuel containers;
  - refuel vehicles;
  - leave the car with the engine running;
  - park vehicles with leaky systems;
  - stay of unauthorized persons;
  - stay of persons longer than necessary for parking or retrieving the car from the parking;
  - leave animals in the car;
  - repair, wash, vacuum the car;
  - change coolants, fuel, or oil;
  - pollute the parking.
- The eSENTia Guesthouse is not responsible for any damage, destruction, damage, loss of the vehicle, incurred in the parking area due to the User's fault or third parties or force majeure.
- The eSENTia Guesthouse is not responsible in particular for:
  - Items left inside the vehicle;
  - Theft of the vehicle from the parking space;
  - Natural or accidental damage;
  - Bumps and collisions;
  - Damage caused by third parties.
- The user of the hotel parking must have liability insurance for the parked car.
- The user is responsible for all damages caused in the parking area to third parties by themselves, their employees, contractors, or accompanying persons. Moreover, they are responsible for any pollution of the parking caused by their fault.

- All damages, including traffic accidents incurred in the parking area, are settled within the mandatory liability insurance of the damage perpetrator.
- The user is obliged to immediately inform an eSENTia Guesthouse employee about the incident, the damage incurred, and its appropriate confirmation.
- The eSENTia Guesthouse is authorized to immediately remove the vehicle in case of an occurrence and justified threat.
- In case of violation of the provisions of these regulations, the eSENTia Guesthouse is entitled to tow the vehicle at the User's expense, clamp the wheel, or call the police.
- Complaints and requests related to the use of the hotel parking should be reported to the Reception of the eSENTia Guesthouse in writing.
- These regulations come into effect on April 15, 2024.

## **PRIVACY POLICY**

By staying at our guesthouse, you share your privacy with us. We assure that all information regarding your visit to the eSENTia Guesthouse remains exclusively in the hands of our authorized employees and entities closely cooperating in the provision of hotel services and is not passed into foreign hands. Your comfort and safety are of utmost importance to us, therefore, a video surveillance system operates on the premises of the guesthouse, covering all corridors and common areas. While on the premises, your image is recorded for security purposes, in accordance with Article 6(1)(f) of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016, and stored by the Administrator for a period of 7 days. We inform that:

1. The Administrator of your personal data is FHU Tomasz Komarnicki.
2. Personal data will be processed for the purpose of providing hotel services - based on Art. 6(1)(b) of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016. Moreover, the purpose of processing personal data by eSENTia Guesthouse is:
  - a) Seeking potential claims related to damage caused to the Guesthouse by a guest, or defense against a guest's claims towards the Guesthouse.
  - b) Documenting the provision of service for tax purposes,
  - c) Ensuring the highest quality of services for hotel guests.

In the case of granting marketing consent, the purpose of data processing is the marketing of own products and services, including sending information about promotions and special offers.
3. You may give your consent to the processing of personal data for marketing purposes, including sending by eSENTia Guesthouse information about promotions and special offers to the email address provided by you. Consent is entirely voluntary and does not affect the provision of hotel service.
4. The recipients of your data will be solely entities authorized to receive personal data under the law and entities participating in the provision of services, i.e., authorized employees of the data administrator, entities operating the

guesthouse's IT system, entities providing hosting services, IT services, and entities supervising the video surveillance of the facility.

5. Personal data obtained for the provision of hotel services will be stored for a period of 10 years. Data obtained based on consent for marketing purposes for the period of validity of consent for marketing purposes.

6. You have the right to request from the administrator access to personal data, the right to rectify, delete or limit processing, and the right to transfer data.

7. Providing personal data is necessary for the provision of hotel services. Refusal to consent to data processing may result in the inability to execute the agreement for the provision of hotel services. Giving consent to the processing of data for marketing purposes is voluntary.

## **Microsoft Clarity**

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**If you have any questions, we are at your disposal. We wish you a pleasant stay at the eSENTia Guesthouse.**

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