

OPŠTI USLOVI KUPOVINE PREKO <https://www.zapatabeograd.rs/>

Poštovani potrošači,

Molimo vas da pažljivo pročitate naše uslove poslovanja pre nego što pristupite poručivanju naših proizvoda putem sajta. Poručivanjem proizvoda preko naše veb stranice potvrđujete da ste saglasni sa svim što je navedeno u ovim uslovima kao opštim uslovima poslovanja privrednog subjekta MANITAS & CO ДОО Београд, MB: 21182648 , PIB: 109439638

Za sva pitanja i/ili nejasnoće, molimo da nas kontaktirate putem imejl adrese zapata.beograd@gmail.com

1. Usluga dostave

Dostava svih naših proizvoda poručenih preko ove veb strane biće izvršena preko pružalaca usluge dostave koji isporuku hrane i ostalih proizvoda vrše od naših restorana do željene adrese koja mora biti u definisanoj zoni dostave.

Cena usluge dostave je dostupna i istaknuta na veb strani restorana. Usluga dostave se naplaćuje prilikom preuzimanja porudžbine.

2. Poručivanje i plaćanje proizvoda

Poručivanje i plaćanje proizvoda putem naše veb stranice možete izvršiti na sledeći način:

- **PRONALAŽENJE PROIZVODA KOJE ŽELITE DA PORUČITE** - Molimo Vas da odaberete proizvode sa naše veb stranice koje želite da Vam se dostave na željenu adresu. Hteli bismo da ukažemo da su fotografije proizvoda, ako postoje, date kao ilustracija i da veličina ili izgled proizvoda na slikama sa reklama može da varira od veličine ili izgleda proizvoda koje ste poručili. Po izboru željenog proizvoda, molimo vas da proizvod ubacite u korpu.
- **PROVERA IZABRANIH PROIZVODA** - Nakon izbora željenih proizvoda molimo Vas da proverite Vašu korpu. Ukoliko se u njoj nalazi ono što ste želeli, nastavite dalje sa

poručivanjem. Ukoliko to nije slučaj, izbacite iz korpe proizvod koji niste želeli, ili ubacite u korpu novi proizvod, opcijom za nastavak kupovine.

- **UNOS PODATAKA O NARUČIOCU I MESTU ISPORUKE** - Pošto je izvršen izbor proizvoda, molimo Vas da unesete podatke koji su potrebni za uspešnu isporuku Vaših proizvoda. Prilikom unosa podataka o mestu dostave treba obratiti posebnu pažnju, imajući u vidu da snosite odgovornost za tačnost i potpunost datih podataka. Obavezujemo se da ćemo čuvati privatnost svih naših kupaca. Da bismo uspešno obradili Vašu narudžbinu potrebni su nam Vaše ime i prezime, adresa, e-mail adresa i telefon. Uz pomoć tih podataka bićemo u mogućnosti da Vam isporučimo željenu narudžbinu, kao i da Vas obavestimo o trenutnom statusu narudžbine. U naše ime obavezujemo se da ćemo čuvati privatnost svih naših kupaca. Prikupljamo samo neophodne, osnovne podatke o kupcima/korisnicima i podatke neophodne za poslovanje i informisanje korisnika u skladu sa dobrim poslovnim običajima i u cilju pružanja kvalitetne usluge. Svi podaci o kupcima/korisnicima dostupni su samo zaposlenima kojima su podaci nužni za obavljanje posla. Svi naši zaposleni su odgovorni za poštovanje načela zaštite privatnosti. Obavezujemo se da prikupljene podatke ne koristimo ni u koje druge svrhe, niti ih prosleđujemo trećim licima.

Takođe, koristimo „cookies“ kako bismo Vam pomogli da prilagodite korišćenje interneta Vašim potrebama. *Cookie* je tekstualni fajl koji je smešten na Vašem hard disku od strane web servera. *Cookie*-ji ne mogu biti korišćeni da pokrenu program ili da isporuče virus Vašem računaru. *Cookie*-ji su jedinstveno dodeljeni Vama, i jedino mogu biti pročitani od strane web servera u domenu koji Vam ih je poslao. Jedna od osnovnih svrha cookie-ja je da obezbedi pogodnosti koje će Vam uštedeti vreme.

- **NAČIN PLAĆANJA** – Postoji samo opcija plaćanja pouzećem. Plaćanje pouzećem podrazumeva plaćanje narudžbenice kuriru prilikom preuzimanja pošiljke. Plaćanje se vrši isključivo gotovinom. Sva plaćanja biće izvršena u lokalnoj valuti Republike Srbije – dinar (RSD).

3. Otkazivanje ili promena porudžbine

Poručene proizvode možete otkazati i/ili izmeniti u razumnom roku pre nego što je otpočela priprema proizvoda, kojom prilikom će Vas naši zaposleni obavestiti da li je zahtev usvojen. Ukoliko želite da otkazete porudžbinu nakon što smo otpočeli sa pripremom proizvoda, biće Vam naplaćena puna cena porudžbine bez prava na povraćaj novca, sve imajući u vidu da se radi o Vašoj grešci.

U slučaju otkazivanja i/ili izmena porudžbine možete pozvati restoran na broj telefona koji ćete dobiti u imejlu koji vam restoran šalje kao potvrdu o Vašoj porudžbini.

Ukazujemo da postoji mogućnost da u izuzetnim okolnostima moramo da otkazemo porudžbinu koju smo potvrdili. Ovim potvrđujete da ste sa tim upoznati i saglasni, te da mi zadržavamo pravo da otkazemo bilo koju porudžbinu, pre ili posle prihvatanja, i da vas o tome odmah obavestimo. Otkazanu porudžbinu sa naše strane niste u obavezi da platite.

Prilikom preuzimanja porudžbine molimo Vas da porudžbinu pregledate u prisustvu kurira, te ukoliko nisu isporučeni svi poručeni proizvodi da nas obavestite pozivom na navedeni broj telefona ili slanjem mejla na našu e-mail adresu.

4. Viša sila

Saglasni ste da, u okolnostima koje su izazvane usled više sile, mi nećemo biti odgovorni za bilo kakvu radnju koju nismo uspeli da obavimo, za dostavu koju nismo isporučili, za nepotpunu ili zakasnelu dostavu, kao i za neispunjenje bilo koje druge obaveze koju smo bili dužni da ispunimo prema ovim uslovima usled okolnosti koje si nisu mogle predvideti i/ili sprečiti, a koje okolnosti u skladu sa važećim zakonom predstavljaju višu silu.

Pod višom silom smatra se bilo koja radnja, događaj, činjenje, nečinjenje, propust, nesreća, nezgoda i slično, a na koje nismo mogli da utičemo i/ili da ih otklonimo i koji su van naše razumne kontrole, uključujući (ali ne ograničavajući se) na sledeće:

A. štrajkove, lock-out-ove i slično;

B. javne skupove, civilne neredе, pobune, invazije, teroristički napad ili pretnja terorističkih napada, rat (objavljen ili ne) ili opasnost od pripreme za rat;

C. požar, eksplozija, oluja, poplava, ekstremno vreme, sneg, led, zemljotres, epidemiju ili druge prirodne katastrofe;

D. nemogućnost korišćenja železnice, brodova, aviona, motornog prevoza ili drugih sredstava javnog ili privatnog prevoza;

E. nemogućnost korišćenja javnih ili privatnih telekomunikacijskih mreža;

F. propise, uredbe, zakone, zabrane i slične akte nadležnih državnih organa; ili

G. neizvršavanje obaveza od strane dobavljača ili podizvođača.

5. Izmene opštih uslova poslovanja

MANITAS & CO ДОО Београд zadržava pravo da izmeni opšte uslove poslovanja. Bilo kakve promene u ovim uslovima će biti postavljene i objavljene na našoj veb stranici. Na Vas će biti primenljive odredbe o našem poslovanju koje su postavljene na našoj veb stranici u trenutku Vaše poružbine, osim u slučaju da neka izmena odredaba opštih uslova bude izvršena na osnovu zakona i/ili odluke nadležnog državnog organa.

Korišćenje naših servisa podrazumeva saglasnost korisnika sa navedenim Uslovima korišćenja. MANITAS & CO ДОО Београд se obavezuje da će se pridržavati svega navedenog, a sve promene uslova postaju važeće tek nakon objavljivanja na ovoj strani.

GENERAL TERMS AND CONDITIONS OF PURCHASE THROUGH <https://www.zapatabeograd.rs/>

Dear consumers,

Please read our terms and conditions carefully before proceeding to order our products through our website. By ordering products through our website, you confirm that you agree with everything stated in these terms and conditions as the general terms and conditions of business entity MANITAS & CO ДОО Београд, business ID: 21182648, tax ID: 109439638

For any questions and/or ambiguities, please contact us via email address zapata.beograd@gmail.com

1. Delivery Services

The delivery of all products ordered through our website will be made by the service providers who deliver food and other products from our restaurants to the desired address, which must be in the defined delivery zone.

Price of the delivery service is available on the restaurant website. The delivery service is charged when the order is picked up.

2. Orders and Payment

You can order and pay for products through our website as follows:

- **FINDING THE PRODUCTS YOU WANT TO ORDER** – Please select the products from our website that you want delivered to your desired address. We would like to point out that product photos, if any, are provided for illustration purposes and that the size or appearance of the product in the advertising images may vary from the size or appearance of the product you have ordered. After choosing the desired product, please add the product to the basket.
- **CHECKING SELECTED PRODUCTS** – After selecting the desired products, please check your basket. If it contains what you wanted, continue ordering. If this is not the case, remove the product you do not want from the basket, or add a new product to the basket, with the option to continue shopping.
- **ENTERING RELEVANT DATA OF THE DELIVERY** – After selecting the desired products, please enter the data required for the successful delivery of your products. When entering data on the delivery address, please pay special attention and keep in mind that you are responsible for the accuracy and completeness of the data provided. We are committed to protecting the privacy of all our customers. In order to successfully process your order, we need your first and last name, address, e-mail address and telephone number. With the help of this data, we will be able to deliver your order, as well as inform you about the current status of the order. On our behalf, we undertake to protect the privacy of all our customers. We collect only necessary data about our customers/users, data necessary for running our business and informing our customers/users in

accordance with good business practices and with the aim of providing quality service. All customer/user data is available only to employees who need the data to successfully complete the delivery. All our employees are responsible for respecting the principles of data protection. We undertake not to use the collected data for any other purposes, nor to forward it to any third parties.

We also use "cookies" to help you customize your internet usage. A "cookie" is a text file that is placed on your hard drive by a web server. "Cookies" cannot be used to run a program or deliver a virus to your computer. "Cookies" are uniquely assigned to you, and can only be read by the web server in the domain that sent them to you. One of the primary purposes of "cookies" is to provide convenience that will save you time.

- **METHOD OF PAYMENT** – We offer only the cash-on-delivery option. Cash-on-delivery means paying the order in cash to the delivery provider upon picking up the order. Payment is made exclusively in cash. All payments are made in the local currency of the Republic of Serbia - dinar (RSD).

3. Cancellation or change of order

You can cancel and/or change the ordered products within a reasonable period before the preparation of the products has begun, at which time our employees will inform you whether the request has been approved. If you want to cancel the order after we have already started preparing your order, you will be charged the full price of the order without the right to a refund, due to your omission.

In case of cancellation and/or changes to the order, you can call the restaurant using the phone number delivered to you in the order confirmation e-mail, sent to you by the restaurant.

We point out that there is a possibility that in exceptional circumstances we have to cancel an order that we have previously confirmed. You hereby confirm that you are aware of and agree to this, and that we reserve the right to cancel any order, before or after accepting the order, of which you will be notified immediately. You are not obliged to pay for a cancelled order.

When picking up the order, please inspect the order in the presence of the delivery provider, and if all the ordered products have not been delivered, please notify us by calling the specified phone number or by sending an email to our e-mail address.

4. Force Majeure

You agree that, in circumstances caused by force majeure, we will not be liable for any act that we fail to perform, for delivery that we fail to deliver, for incomplete or late delivery, and for the failure to fulfil any other obligation that we have been obliged to under these conditions due to circumstances that could not have been foreseen and/or prevented, and which circumstances, in accordance with the applicable law, constitute force majeure.

Force majeure means any act, event, action, inaction, omission, accident, etc., which we could not influence and/or eliminate and which are beyond our reasonable control, including (but not limited to) to the following:

- A. strikes, lock-outs and similar circumstances;
- B. public assemblies, civil disturbances, riots, invasions, terrorist attacks or threat of terrorist attacks, war (declared or not) or threat of preparation for war;
- C. fire, explosion, storm, flood, extreme snow, ice, earthquake, epidemic or other natural disasters;
- D. impossibility of using railways, ships, planes, motor transport or other means of public or private transport;
- E. inability to use public or private telecommunication networks;
- F. regulations, decrees, laws, prohibitions and similar acts of competent state authorities; or
- G. default by suppliers or subcontractors

5. Amendments to the General Terms and Conditions

MANITAS & CO ДОО Београд reserves the right to change the general terms and conditions of its business. Any amendments to these terms and conditions will be posted and published on our website. Provisions of these terms and conditions which are available on our website at the time of creating an order are applied, except in the event that some amendments to the provisions of the general terms and conditions are made directly by the law and/or the decision of the competent state authority.

The use of our services implies that the customer/user agrees with the stated Terms of Use. MANITAS & CO ДОО Београд undertakes to comply with all of the above, and any changes to the terms and conditions become effective only after they are published on this page.