

General Contract Terms and Conditions for Dealers

– www.maxtondesign.pl –

§ 1 Definitions

The terms used in the GTC shall mean:

1. **Platform** - online store platform for placing orders by Dealers operating at: www.maxtondesign.pl including language variants of the site, which may have different domain endings not limited to ".pl" available to Dealers after logging in;
 2. **Dealer** - an entrepreneur within the meaning of Article 431 of the Law of April 23, 1964, Civil Code, hereinafter: "Civil Code", i.e. a natural person, a legal person and an organizational unit that is not a legal person, to which the Law grants legal capacity, conducting business or professional activity on its own behalf, who buys the Seller's Products for distribution in the territory where he has registered and conducts business or professional activity;
 3. **GTC** - these General Contract Terms and Conditions for Dealers, available at: www.maxtondesign.pl;
 4. **Seller** - Maxton Design Spółka z ograniczoną odpowiedzialnością, entered into the register of entrepreneurs of the National Court Register maintained by the District Court for Kraków-Śródmieście in Kraków, 12th Commercial Division of the National Court Register, under KRS number 0000955679, with its registered office at ul. Podlesie 26, 32-830 Wojnicz, NIP 7831852502, REGON 521309872, operating an online store at: www.maxtondesign.pl;
 5. **Product** - a product presented on the Platform, the description of which is available next to each product presented;
 6. **Order** - a statement of intent of the Dealer, submitted in the form provided for in the GTC, constituting a proposal to purchase Products on the Platform.
- purchase Products available on the website at: www.maxtondesign.pl or related websites.
 2. The GTC defines the terms and conditions of use of the Platform, as well as the rights and obligations of the Seller and Dealers. The GTC is applied to all transactions between the Seller and Dealers, unless expressly provided otherwise.
 3. In order to use the Platform, including, in particular, to place an Order, it is not necessary for the computer or other device of the Dealer to meet specific technical conditions. Sufficient are:
 - a) computer or mobile device with Internet access,
 - b) email access,
 - c) Internet Explorer version 11 or later, Firefox version 28.0 or later, Chrome version 32 or later, Opera version 12.17 or later, Safari version 1.1. or later,
 - d) enabling Cookies and Javascript in your web browser.
 4. The Dealer may not place an order on the Platform anonymously or under a pseudonym or have more than one account, unless authorized by the Seller.
 5. The Dealer declares that it is entering into the contract as an entrepreneur, for a purpose related to its business or professional activity. The Platform is not dedicated to consumers.
 6. It is forbidden during the use of the Platform to provide content of an unlawful nature, in particular by sending such content through the forms available at: www.maxtondesign.pl or any other related address.
 7. When you log in to the Platform, the prices you see are **net prices (excluding VAT), excluding customs duties and other fees**. All product prices listed on www.maxtondesign.pl are gross prices, including VAT, excluding customs duties and other fees.

§ 2 Introductory Provisions

1. Through the Platform, the Seller sells Products to Dealers. Through the Platform, Dealer can

§ 3 Responsibilities of the Dealer

1. The Dealer purchasing Products from the Seller, in the event of their further offering or resale, undertakes in particular:
 - a) promote and sell the Merchandise in the territory in which the Dealer conducts business or professional activities and extend the sale of the Merchandise to all potential purchasers by all available means and do nothing that may interfere with or disrupt such sales;
 - b) cooperate with the Seller on the plans developed by the Seller for the sale of the Product;
 - c) not to distribute any Products that are in competition with the Products sold by the Seller, during the period of being bound by the Agreement for the provision of electronic services with the Seller;
 - d) refrain from seeking buyers for the Product outside the territory in which the Dealer has registered and conducts business or professional activity, unless he obtains the consent of the Seller for such action expressed in writing under pain of nullity;
 - e) pay its obligations to the Seller in a timely manner;
 - f) in the case of a planned purchase of Products in bulk quantities, submit to the Seller via e-mail his anticipation of the quantity of each type of Products that he expects to purchase from the Seller in the following months;
 - g) comply with all guidelines and instructions given by the Seller with regard to the promotion and advertising of the Product;
 - h) not to present itself as an agent of the Seller or vouch for the Seller's credibility and not to make any representations on behalf of the Seller and not to make, without the Seller's prior written consent, any promises or warranties with respect to the Products other than those contained in the Promotional Materials provided by the Seller or otherwise incur any obligations on behalf of the Seller;
 - i) immediately inform the Seller by e-mail of any changes in the Dealer's organization or distribution methods that may affect the performance of the Dealer's responsibilities;
 - j) sell the Products under trademarks or as they are packaged and presented by the Seller, and refrain from making any changes or modifications to the packaging or Promotional Materials provided by the Seller, without the Seller's prior consent expressed through email correspondence;
 - k) indemnify the Seller against any costs, complaints, demands or other claims arising against the Seller arising out of and/or in connection with any breach of the Dealer's obligations under the GTC;
 - l) in the conduct of its business or professional activities not to use domains having in their name the term: maxtondesign without obtaining the prior written consent of the Seller;
 - m) in the conduct of its business or professional activities, not to use the Seller's intellectual property rights in its name, Internet domain containing MAXTON, MAXTON DESIGN or similar in its name, online store website, as well as forms and logos without obtaining the Seller's prior written consent under pain of nullity;
 - n) not to use, without the prior consent of the Seller, the descriptions of the Products on the Platform, in particular in the case of further sale of the Products in the framework of the Dealer's business or professional activity.

§ 4 Placing an Order

1. Information about the Products provided on the Seller's website and the Platform, in particular their descriptions, technical and performance parameters and prices, constitute an invitation to conclude a Contract within the meaning of Article 71 of the Civil Code.
2. All Products available on the Platform are brand new and have been legally marketed in Poland.

3. The condition for placing an Order is to have an active account on the Platform and an e-mail account.
4. The process of placing an Order via the Order form available after logging into the Platform consists of the following steps:
 - a) The Dealer submits an Order on his dealer account on the Platform; the Order constitutes the Dealer's offer, which is binding for 30 days,
 - b) when placing an Order, the Dealer completes the necessary information, including indicating the shipping address,
 - c) Upon receipt of the Order, the Seller will send to the e-mail address provided by the Dealer a confirmation of receipt of the Order by the Seller (**confirmation of receipt of Order No. X**) This confirmation, however, is not tantamount to acceptance of the offer by the Seller,
 - d) upon receipt of the Order, the Seller calculates the cost of shipment, taking into account, in particular, the production capacity, the dimensions of the Products and the place of delivery,
 - e) then the Dealer receives a summary with the calculated total amount to be paid (the cost of the Products + shipping + taxes and other additional charges - if applicable) on the basis of the proforma invoice (**we started the implementation of order No. X**). This confirmation constitutes the Seller's statement of acceptance of the Dealer's offer. This means that upon receipt of the aforementioned confirmation by the Dealer, a sales contract relating to this Order is concluded and from then on the price and description of the Products become binding on the Parties to the Contract,
 - f) The Dealer makes the payment on the basis of a proforma invoice and waits for the Order (the lead time is given with each product),
 - g) In case of unavailability of Products or inability to deliver them, the Seller shall inform the Dealer, if possible, within 2 days from the date of becoming aware of the unavailability or ability to deliver the Products - in this case, the Seller shall have the contractual right to withdraw from the part of the Order, as to which the Seller has indicated that he cannot perform it, within 2 months from the date of becoming aware of the inability to deliver the Products or from the date of placing the Order (whichever is later),
 - h) after the Seller completes the Order and it is paid for by the Dealer, the Order is shipped to the Dealer,
 - i) If the Dealer fails to make payment for the proforma within 30 days of the payment deadline specified on the proforma invoice, the Seller shall have the right to withdraw from the Order, which right may be exercised within 1 year from the date of the Order.
5. If placing an Order on the Platform is not possible due to technical reasons, the Order can be placed by email or telephone on the Business Days and hours indicated on the website of the online store. To this end, the Dealer should:
 - a) Provide verbally through a phone call or in writing in the content of an email addressed to the Seller the name of the product among the Products on the Platform and its quantity,
 - a) indicate the method of receiving the Products or select the delivery option of the Products and the form of payment from among the methods listed on the Platform,
 - b) provide the data needed to complete the Order, in particular: name, place of residence and e-mail address,
 - c) confirm the Order and agreement to the GTC by e-mail.
6. Placing an order by phone, e - mail or through the Platform constitutes an offer by the Dealer to purchase the products at the price and with the characteristics in the Products card available on the Parties of the Store and is tantamount to the Dealer's acceptance of the contents of the Order, agreement to the Seller's execution of the Order, as well as is tantamount

to the Dealer's reading and acceptance of the GTC.

7. Information on the total value of the Order is given each time the Order is completed in its entirety by confirming the acceptance of the Order for execution by the Seller by means of an e-mail sent to the Dealer (§ 4 paragraph 4 letter e of the GTC). The conclusion of the Dealer's sales Contract entails the obligation to pay for the ordered products.
8. The Seller shall withhold any action to process the Order until payment for the proforma invoice issued to the Dealer has been received. In the event of a delay in payment of the proforma invoice, the Seller shall not be liable for delayed delivery, and the lead time of the Order shall be automatically extended by the number of days of non-payment.
9. The Dealer has the right to withdraw from the Contract (cancel the Order) without giving any reason until the commencement of the Order (§ 4 paragraph 4 letter e of the GTC).
10. The sales Contract is concluded in Polish, English or French, with the content in accordance with the GTC.

§ 5 Forms of Delivery and Transfer of Risk

1. Delivery of products shall be made under the EXW (Incoterms 2020) formula, or if individually agreed in the Order, under the DAP formula subject to the provisions of these GTC.
2. Delivery of Products shall take place in the territory of the European Union and outside its borders and shall be carried out in such a way that:
 - a) The Dealer shall collect the Products from the Seller's warehouse at its own expense and shall bear the costs of transportation, insurance and other costs associated with delivery from the moment the Products are available at the Seller's warehouse, or
 - b) the Seller shall deliver the Product to the address specified by the Dealer during the placement of the Order at the expense and risk

of the Dealer (unless other delivery terms have been agreed).

3. The delivery referred to in item 2b) above shall be made via courier service.
4. Before processing the Order, the Seller shall inform the Dealer of the number of Business Days required for the processing of the Order and its delivery, as well as the amount of charges for the delivery of the Product.
5. Delivery and processing time of the Order is calculated in Business Days. If different lead times are stipulated for the Products covered by the Order, the longest of the stipulated periods shall apply to the entire Order.
6. Upon delivery of the Products to the carrier, the benefits and burdens of the Products and the danger of accidental loss of or damage to the Products shall pass to the Dealer. In the case of DAP (Incoterms 2020) delivery, the Seller shall be responsible for the Product during transport, with the Dealer being obliged to check the contents of the package for any damage in the presence of a representative of the transport company, in accordance with paragraph 7 below.
7. If the Products are sent to the Dealer via a carrier, the Dealer shall examine the shipment at the time and in the manner usual for shipments of this kind. If the Dealer determines that there was a loss or damage to the Products during carriage, the Dealer is obliged to perform all actions necessary to determine the carrier's liability and prepare a report of damage to the Products.
8. The Seller shall provide the Dealer with proof of purchase.

§ 6 Prices and Payment Methods

1. Prices of the Products are quoted in Polish Zloty, British Pounds or Euros - at the Dealer's choice.
2. The Dealer can choose the following payment methods:
 - a. bank transfer to the bank account of the Seller (in this case, the execution of the Order will

begin after the Seller sends the Dealer a confirmation of acceptance of the Order for execution, and shipment will be made immediately after receipt of funds in the Seller's bank account and completion of the Order, unless the Parties agree otherwise);

b. electronic payment (in this case, the execution of the Order will begin after the Seller sends the Dealer a confirmation of acceptance of the Order for execution and shipment will be made immediately after the Seller receives information from the billing agent system about payment by the Dealer and completion of the Order, unless the Parties agree otherwise).

2. If the Products are sold outside the European Economic Area, the Dealer shall be responsible for the payment of taxes customs duties or similar charges related to the importation of the product into the destination country (hereinafter: "**import duties**"). The price to be paid by the Dealer to the Seller does not include import duties.
3. The amount of import duties depends on local customs regulations and the value and type of product. Dealers should familiarize themselves with applicable regulations or contact the relevant authorities in the destination country before making a purchase to avoid unexpected costs. Import duties are usually accrued when the product is imported into the destination country. The Dealer shall pay any import duties that may accrue upon importation of the product directly to Customs or through a designated Customs agent before receiving the Products. The same applies to charges in case of return of the product to the Seller.

§ 7 Services Provided Electronically

1. Through the Platform, the Seller provides services to the Dealer electronically.
2. The primary service provided electronically to the Dealer by the Seller is to enable the Dealer to place an order on the Platform. Placing an order requires creating an account on the Platform.

3. After the Dealer establishes an account on the Platform, the Seller will provide the Dealer with an electronic service of establishing and maintaining an account on the Platform. The account stores the Dealer's data and the history of orders placed by him. The Dealer logs into the account using his e-mail address and a password he has defined.
4. Creating an account on the Platform is done by completing and submitting, through the Platform's automated mechanism, a registration form. Upon submission of the registration form, a contract for an account on the Platform is concluded between the Dealer and the Seller. The Contract is concluded for an indefinite period of time, and the Dealer may terminate this contract with immediate effect at any time, in any form by submitting a statement of termination of the contract for the account on the Platform.
5. Services are provided electronically to the Dealer free of charge. Contracts for placing orders concluded through the Platform, however, are chargeable.
6. In order to ensure the security of the Dealer and the transmission of data in connection with the use of the Platform, the Seller shall take technical and organizational measures appropriate to the degree of security risk of the services provided, in particular, measures to prevent the acquisition and modification of personal data by unauthorized persons.
7. The Seller takes measures to ensure the full proper functioning of the Platform. The Dealer should inform the Seller of any irregularities or interruptions in the operation of the Platform.
8. Any complaints related to the functioning of the Platform, Dealer can report via e-mail to: info@maxtondesign.pl. In the complaint, the Dealer should provide full company details, mailing address, as well as the type and date of the irregularity related to the functioning of the Platform. The Seller will process all complaints within 14 Business Days of receipt of the complaint and will inform the Dealer of the resolution of the complaint at the e-mail address of the complainant.

§ 8 Liability for Defects

1. The Seller shall provide warranty for the offered Products and shall be liable for their defects (quantity and quality deficiencies) only under the terms of this GTC, however, the Seller's liability for defects in the Products or services shall expire after 1 year from the date of delivery of the Products to the Dealer or the person collecting the product on behalf of the Dealer. The Seller's liability under the warranty for defects described in Article 558 et seq. of the Civil Code is excluded.
2. If the sold Product has a defect, the Dealer may:
 - 1) demand repair of the Product, demand replacement of the Product with a defect-free one,
 - 2) and, if 1) or 2) are unsuccessful, ask for a price reduction.
3. The Dealer is obliged to inform the Seller about any quantity shortages in writing via e-mail at: info@maxtondesign.pl immediately, but no later than 72 hours from the date of receipt of the product. Failure to properly notify the Seller will result in the loss of claims under the above Titles. In case of quantity shortages of Products, the Dealer may demand delivery of the missing quantity of Products within the period agreed by the Parties.
4. With regard to the quality of the Products offered by the Seller, the Seller shall be liable only for material defects, i.e. material deviations of the Products from their Specification forming part of the order or for Products classified as damaged. About any quality defects in the products supplied by the Dealer under the contract, the Dealer is obliged to inform the Seller immediately, but no later than 72 hours after the discovery of the defect. Notification of defects in the delivered Products must be sent before this deadline by registered mail or by e-mail to: info@maxtondesign.pl, and deliver the claimed Products, having previously agreed on the date of their delivery with the Seller. The Dealer shall bear all transportation costs associated with the return of the advertised Product.
5. The Dealer may contact the Seller both by regular mail and by e-mail at: info@maxtondesign.pl.
6. The Seller shall respond to the complaint submitted by the Dealer within 14 days from the date of delivery of the complaint to him by such means of communication, by which the complaint was submitted, or within 14 days from the date of delivery of the Products to the Seller's base, if the Seller determines that direct inspection of the Products is necessary to consider the complaint.
7. The Seller shall be relieved of any liability for defects in the Titles if the Dealer knew of the defect at the time the Contract was concluded, the order was placed, the offer was presented to the Dealer, the delivery document was provided to the Dealer, as well as in other cases specified by applicable law.
8. If the complaint is accepted in accordance with the provisions of this GTC, the Seller agrees to replace the purchased product with defect-free Products or remove the defect, at the Seller's discretion. In such cases, replacement of the Products will take place without undue delay, as long as the Products free of defects, including the Products ordered by the Dealer are available in the Seller's warehouses. Otherwise, replacement will be made no later than 12 weeks from the date the defect was reported.
9. If the complaint is accepted with regard to a quality defect, the Seller and the Dealer may agree, instead of replacing the Product or removing the defect, to an appropriate reduction in the price payable by the Dealer or to terminate the Contract with mutual reimbursement of the services rendered.
10. If the Dealer fails to report a defect in the quality or quantity of the Products in accordance with the provisions of this GTC, the Products shall be deemed to have been delivered in accordance with the Contract, and

all rights and claims of the Dealer in this respect shall cease.

11. Parties exclude the application of Article 581 § 1 of the Civil Code.

§ 9 Responsibility

1. Notwithstanding any other limitation under this GTC, the Seller's aggregate liability to the Dealer for non-performance or improper performance of the Contract or for any other Titles shall be limited to the net price of the order to which the Seller's liability is related.
2. In no event shall the Seller be liable in any way for lost profits (*lucrum cessans*), consequential, indirect or special damages (costs/expenses), as well as loss of reputation, market or clients by the Dealer.
3. The Seller shall not be liable for Products used in a manner inconsistent with its intended use and technical characteristics, as well as for damage caused by failure to follow the manufacturer's or Seller's recommendations and instructions.
4. The Seller notes that the products offered may not be compatible with custom or modified vehicles. Products are in accordance with the standard model described in the offer. Responsibility for risks and costs associated with Product incompatibility, including replacement, return or damages, shall rest with the Dealer.
5. The above limitations of liability do not apply to damages caused by the Seller's willful misconduct.
6. The Dealer shall not be entitled to any claims against the Seller for third-party claims arising from the use of the Products.
7. The Seller shall not be liable for unauthorized use by the Dealer of the descriptions of the Products available on the Platform, as well as for the use and/or infringement by the Dealer of the intellectual (industrial) property rights of entities referenced on the Platform and in connection with which the Products are sold; including, in particular, the Seller shall not be

liable for unauthorized use by the Dealer of trademarks subject to protection under applicable laws.

§ 10 Data Protection and Cookies

The rules regarding the processing of personal data and the use of cookies can be found in the privacy policy available at: www.maxtondesign.pl.

§ 11 Final Provisions

1. The Seller reserves the right to introduce and cancel offers, promotions and to change the prices of Products on the Platform without prejudice to the acquired rights of the Dealer, including, in particular, the terms of contracts concluded before the change.
2. The Seller reserves the right to amend the GTC at any time, by posting the relevant information on: www.maxtondesign.pl. The GTC in effect on the date of the Contract shall apply to Contracts entered into prior to the amendment of the GTC. The amendment to the GTC shall be effective from the moment of its posting on the aforementioned website with respect to Dealers with respect to all events occurring after the amendment, subject to paragraph 3 below.
3. Dealers who have an account on the Platform will be notified of any change to the GTC by email to the email address assigned to the account. If the content of the new GTC is not accepted, the Dealer has the right, within 14 days from the date of the change in the GTC, to terminate the contract for account maintenance by deleting the account or by submitting an appropriate statement, in any form, to the Seller to terminate the contract for account maintenance.
4. Any commercial general terms and conditions applied by the Dealer, as well as specific terms and conditions resulting from an order placed by the Dealer, which deviate from the provisions of these GTC, shall not be binding and shall not apply to the collaboration between the Seller and the Dealer, including, in particular, with respect to offers, contracts and transactions with the Seller, unless the Seller expressly declares in writing under pain of invalidity that such Dealer's terms and conditions apply to a specific contract, order or

transaction. Any consent to the application of such terms and conditions of business does not imply that they have or will apply to other transactions between the Seller and the Dealer.

5. If the offer made by the Seller or the contract concluded between the Seller and the Dealer contains provisions that differ in part from those contained in the GTC, the remaining provisions of the GTC shall remain in effect, unless the Parties expressly agree otherwise. Any changes to the GTC require an express expression of the Seller's intention to change a specific provision of the GTC.
6. In the event of a possible dispute, the Parties undertake to make every effort to resolve it amicably through direct negotiations. If an amicable resolution of the dispute between the Seller and the Dealer is not possible, all disputes arising out of or arising in connection with the GTC or the Contract shall be resolved by:
 - common court with jurisdiction over the Buyer's registered office - if the Dealer is based in the territory of the Republic of Poland,
 - by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw in accordance with the Rules of that Court in effect on the date of filing a claim - if the Dealer is based outside the Republic of Poland.
7. All relations arising out of or related to the placement of an Order on the Platform including these GTC and the Contract entered into shall be governed by Polish law.
 - These GTC are effective as of [...] 2024.