

## Regulations of the Online Store - [www.maxtondesign.pl](http://www.maxtondesign.pl)

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### I. General Provisions

1. These Regulations define the general conditions, method of providing services electronically and sales conducted via the Online Store [www.maxtondesign.pl](http://www.maxtondesign.pl) (hereinafter: "Online Store"). The Online Store is operated by 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, hereinafter referred to as the Seller.
2. Contact with the Seller is made through:
  - a. e-mail:
    - i. For individual Clients: [sales@maxtondesign.eu](mailto:sales@maxtondesign.eu);
    - ii. For Counterparties (Dealers): [info@maxtondesign.eu](mailto:info@maxtondesign.eu).
  - b. phone:
    - i. For Individual Clients: +48 14 307 06 04;
    - ii. For Counterparties (Dealers): +48 14 307 06 04.
  - c. Meta's instant messaging communicators:
    - i. Messenger ([www.facebook.com/maxtondesign](http://www.facebook.com/maxtondesign));
    - ii. Instagram Direct ([www.instagram.com/maxtondesign\\_official](http://www.instagram.com/maxtondesign_official)).
3. These Regulations are uninterruptedly available on the website [www.maxtondesign.pl](http://www.maxtondesign.pl), in a manner that allows you to obtain, reproduce and record their contents by printing or saving them on a medium at any time.

4. The Seller informs that the use of services provided electronically may involve risks on the part of any user of the Internet, consisting in the possibility of introducing harmful software into the Client's data communications system and obtaining and modifying its data by unauthorized persons. To avoid the risk of threats the aforementioned Clients should use appropriate technical measures to minimize their occurrence, in particular anti-virus and firewall software.
5. These Regulations do not apply to Dealers, i.e. entrepreneurs within the meaning of Article 43(1) of the Law of April 23, 1964, Civil Code (hereinafter: "**Civil Code**") who are engaged in business or professional activities on their own behalf and plan to purchase Products from the Seller for further distribution in the area where they have a registered and active business. For Dealers, the General Contract Terms and Conditions for Dealers are applicable, which set out the detailed rules for the use of electronically provided services and the rules for sales through the Online Store.

## II. Definitions

The terms used in the Regulations shall mean:

1. **Business Days** - days from Monday to Friday except for public holidays.
2. **Client** - a natural person who has full legal capacity, a natural person conducting business, a legal person or an organizational unit that is not a legal person, to which special regulations grant legal capacity, who places an Order on the Online Store or uses other Services available on the Online Store;
3. **Civil Code** - Law of April 23, 1964;
4. **Account** - a part of the Online Store assigned to a given Client, through which the Client can perform certain actions within the Online Store;
5. **Consumer** - a Client who is a consumer within the meaning of Article 22[1] of the Civil Code or a Client who is an individual who has entered into a contract directly related to his/her business activity, when the content of this contract shows that it is not of a professional nature for him/her, arising in particular from the subject of his/her business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity (**Entrepreneur based on the rights of the consumer**);
6. **Transportation Law** - Law of November 15, 1984;
7. **Entrepreneur** - a Client who is an entrepreneur within the meaning of Article 43[1] of the Civil Code. The provisions concerning Entrepreneurs do not apply to Entrepreneurs on consumer rights, as referred to in item II.5 of the Regulations;
8. **Regulations** - these Regulations of the Online Store - [www.maxtondesign.pl](http://www.maxtondesign.pl);
9. **Online Store** - an Internet service available at a specific address [www.maxtondesign.pl](http://www.maxtondesign.pl) including language variants of the site, which may have different domain endings, not limited to ".pl" only. The Seller, through the e-commerce platform, allows Clients to browse products and services, make Orders and conclude Sales Contracts remotely, as well as process payments and receive information on Orders.
10. **Product** - a product presented in the Online Store with a detailed description available on the sub-page of each product presented;
11. **Sales Contract** - contract for the sale of Goods within the meaning of the Civil Code, concluded between the Seller and the Client;
12. **Services** - services provided by the Seller to Clients electronically within the meaning of the Law of 18 July 2002 on the provision of electronic services;
13. **Law on Consumer Rights** - Law of May 30, 2014 on consumer rights;
14. **Law on the Provision of Services Electronically** - Law of July 18, 2002 on the provision of services electronically;

15. **Order** - a declaration of will of the Client, aimed directly at concluding a Sales Contract, specifying in particular the type and number of Goods.

### **III. Terms of Use of the Online Store**

1. The use of the Online Store is possible provided that the ICT system used by the Client meets the following minimum technical requirements:
  - 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.
2. Use of the Online Store means any activity of the Client that leads to his/her familiarization with the content contained in the Online Store.
3. Specifically, the Client shall:
  - a. not to provide or transmit content that is prohibited by law, such as content that promotes violence, is defamatory or violates the personal rights and other rights of third parties,
  - b. not to use, without the prior consent of the Seller, the descriptions of the Goods located in the Online Store, in particular in the case of further sale of Goods in the framework of the Client's business or professional activity,
  - c. use the Online Store in a manner that does not interfere with its operation, in particular through the use of specific software or devices,
  - d. not to take actions such as: sending or posting unsolicited commercial information (spam) within the Internet Store,
  - e. use the Online Store in a manner that is not burdensome to other Clients and to the Seller,
  - f. use any content posted within the Online Store only for its own personal use,
  - g. use the Internet Store in a manner consistent with the provisions of the law in force in the Republic of Poland, the regulations of the Rules of Procedure, as well as with the general rules of Internet use.
4. The Seller shall not be liable for unauthorized use by the Clients of the descriptions of the Goods available in the Online Store, as well as for the use and/or violation by the Clients of the intellectual (industrial) property rights of the entities referenced in the Online Store and in connection with which the Goods are sold; including, in particular, the Seller shall not be liable for unauthorized use by the Clients of trademarks subject to protection under applicable laws.

### **IV. Services**

1. The Seller makes it possible through the Online Store to use free Services, which are provided by the Seller 24 hours a day, 7 days a week.
2. The service of maintaining an Account in the Online Store is available after registration. Registration takes place by completing and accepting the registration form, made available on one of the Parties of the Online Store. Contract for the provision of services consisting in maintaining an Account in the Online Store is concluded for an indefinite period of time and is terminated when the Client sends a request to delete the Account.
3. Clients have the opportunity to receive commercial information from the Seller in the form of messages sent to the e-mail address provided by the Client (Newsletter service). For this purpose, you must provide a valid e-mail address or activate the corresponding field in the registration form or Order form. Clients can revoke their consent to send commercial information at any time. Contract for the Newsletter service is concluded for an indefinite period of time and is terminated when the Client sends a request to remove his e-mail address

from the Newsletter subscription or to unsubscribe using the link in the content of the message sent within the Newsletter service.

4. The Seller has the right to organize occasional contests and promotions, the terms and conditions of which will be stated each time on the Parties of the Online Store. Promotions in the Online Store are not combinable, unless the Regulations of a given promotion state otherwise.
5. If the Client violates the provisions of these Regulations, the Seller, after an ineffective request to cease or remedy the violations, setting a reasonable period of time, may terminate the contract for the provision of Services upon 14 days' notice. In exceptional cases of gross violations of the law or elementary rules of culture, the Client's account may be blocked.
6. The Online Store offers the opportunity to leave feedback on Products. Reviews are provided by Clients through the Trusted Shops platform. The opportunity to give feedback through the above-mentioned platform is available to those who have made a purchase from the Seller's Online Store. These reviews are verified by the Trusted Shops platform provider and made available in the Seller's Online Shop.

#### **V. Procedure for Concluding a Sales Contract**

1. Clients have the option to place an Order:
  - a. via the Online Store;
  - b. by sending an e-mail to the Seller's contact address;
  - c. by phone:
2. Information about the Goods given in the Online Store, 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 (by merely placing an order, the Client does not conclude a contract with the Seller).
3. All Products available in the Online Store are brand new and have been legally introduced into the Polish market.
4. The Seller notes that the offered Goods are compatible (compatible) with the standard model of the vehicle for which the Goods are intended. For details on the responsibilities of the Client and Seller in the case of non-standard versions/models of vehicles, please refer to item X of these Regulations.
5. Placing Orders through the Online Store:
  - a. The condition for placing an Order is to have an active e-mail account.
  - b. Clients can log in to the Online Store or use the option of placing an Order without registration.
  - c. An order placed through the Order form available on the Parties website of the Online Store is submitted to the Seller by the Client in electronic form and constitutes an offer to conclude a Sales Contract for the Goods that are the subject of the Order.
  - d. The Client places an Order after completing the necessary data and clicking the "Order with obligation to pay" button (or equivalent).
  - e. After placing an order, the Seller will send to the e-mail address provided by the Client a confirmation of receipt of the Order by the Seller (**order receipt confirmation No. X**). However, such confirmation is not equivalent to the Seller's acceptance of the offer. Acceptance of the offer is made at the time indicated in the section below.
  - f. An offer made in electronic form is binding on the Client for 7 days, if the Seller sends a confirmation of acceptance of the Order to the e-mail address provided by the Client (**commencement of Order No. X**). The Seller shall inform about the acceptance or rejection of the Order immediately, no later than 7 days after the Order is placed. The aforementioned confirmation is the Seller's statement of acceptance of the Clients' offer. This means that as soon as the Client receives the confirmation of

acceptance of the Order for execution, the Sales Contract concerning this Order is concluded, which entails the obligation to pay for the ordered Goods.

6. Placing Orders via e-mail or by phone:
  - a. Placing an Order in the Online Store by phone or by sending an e-mail is done on the Business Days and hours indicated on the Online Store website. To this end, the Client should:
    - i. give verbally through a phone call or in writing in the content of an e-mail addressed to the Seller the name and number of the Product from among the Goods on the Online Store,
    - ii. indicate the method of delivery and form of payment from among the methods of delivery and payment listed in the Online Store,
    - iii. provide the data needed to complete the Order, in particular: name, place of residence and e-mail address,
  - b. Information on the total value of the Order, referred to in V.6 above, is given each time by the Seller verbally after completing the entire Order or by informing by e-mail with the information that the conclusion of the Sales Contract by the Client entails the obligation to pay for the ordered Goods, at which moment the Sales Contract is concluded.
  - c. In the case of a Client who is a Consumer, the Seller each time after placing an Order via telephone or e-mail sends the Client a confirmation of the terms of the Order placed.
7. The Sales Contract is concluded in Polish, English or French, with the content in accordance with the Regulations.
8. If the Client has prepaid for an Order and the Seller does not accept that Order, any payment made for the unaccepted Order will be refunded to the Client using the same method of payment used by the Client, unless the Client expressly agrees or indicates another method of refund.
9. The Client has the option of ordering an additional service to install the Product on a vehicle belonging to the Client, based on the Seller's premises. The Parties shall, by individual agreements, establish the terms and conditions for the provision of installation services, including the price and term of the order, subject to the following provisions.
10. In the case of ordering the service of installation of the ordered Product in the vehicle, the Consumer agrees to start the service before the expiration of the 14-day period for withdrawal from the Contract. The Consumer is aware that in such a case he will not have the right to withdraw from the contract. If the Consumer, despite agreeing to the commencement of the service before the expiration of the aforementioned period, decides to withdraw from the Contract, the Seller (Service Provider) will be entitled to expect payment for the Goods or for activities performed up to the moment of withdrawal, in proportion to the agreed service price.

## **VI. Delivery**

1. Delivery of Goods shall be made to the address indicated by the Client when placing the Order and shall take place within or outside the European Union.
2. Delivery of ordered Goods is carried out through a carrier (courier company), the cost of which is borne by the Client in accordance with the delivery option selected when placing the Order.
3. The Seller passes on to the carrier the delivery data that the Customer provided in the purchase form on the Seller's website. The Seller is not responsible for the correctness of the information provided necessary to send the goods, and does not verify their compliance and authenticity.
4. The Seller on the Parties of the Online Store in the description of the Goods informs the Client about the number of Business Days required for the processing of the Order and its delivery, as well as the amount of fees for the delivery of the Goods.
5. The Seller provides the Client with proof of purchase.

6. If different lead times are stipulated for the Goods covered by the Order, the longest of the stipulated periods shall apply to the entire Order.
7. The Client, pursuant to Article 545 § 2 of the Civil Code in conjunction with Articles 74 and 76 of the Carriage Law, is obliged to examine the shipment at the time and in the manner appropriate to the type of shipment, and if it is found that there was a loss or damage to the item during carriage, it is also obliged to perform all actions necessary to determine the carrier's liability.
8. If the Client notices visible defects or damage upon receipt of the shipment, the Client should request the carrier to make a protocol determination of the condition of the shipment. If the Client notices defects or damage that cannot be seen from the outside upon receipt, the Client should report this fact to the Seller or the carrier immediately after the discovery of the damage, but no later than within 7 days of receipt of the shipment. If the damage is reported directly to the carrier, the Client should at the same time request that the carrier determine the condition of the shipment.
9. In order to facilitate the complaint process, the Client should immediately, no later than within 7 days of receipt of the shipment, inform the Seller about noticing any damage and defects in the Contract Goods or non-compliance of the Contract Goods in the form of lack of completeness of the Contract Goods (e.g. lack of individual parts).
10. The consequence of failure to comply with the above obligations to examine the Goods in accordance with item VI subitems 6 - 8 of the Regulations may be the disregard of the Client's complaint that the Goods are not in conformity with the contract.

#### **VII. Prices and Payment Methods**

1. The prices of the Goods are given in Polish Zloty, British Pounds, Euros at the Clients' choice and include VAT. The price is defined as the regular price. The Products are available at regular prices, which are the ordinary price the Client pays if the Products are not subject to a discount, promotion, rebate, etc. The promotional price is the price that the Client finally pays with the benefits granted by the Seller, such as discount, promotion, discount, etc. The quoted prices do not include information regarding delivery costs and any other costs that the Client will be required to pay in connection with the Sales Contract, which the Client will be informed about when choosing the delivery method and placing the order.
2. Products may be presented in the Online Store at promotional prices. The price indicated by the Seller next to the promotional price is the lowest price at which the product was available from the Seller in the last 30 days.
3. Clients can choose from the payment methods available on the Online Store, including primarily the following methods:
  - a. bank transfer to the Seller's bank account (in this case, the execution of the Order will begin after the Seller sends the Client a confirmation of acceptance of the Order, and shipment will be made immediately after receipt of funds in the Seller's bank account and completion of the Order);
  - b. electronic payment (in this case, the execution of the Order will begin after the Seller sends the Client a confirmation of acceptance of the Order and after the Seller receives information from the billing agent's system about the payment made by the Client, and shipment will be made immediately after completion of the Order). Electronic payments can be made via PayPal or Przelewy24.
4. The Client shall pay the submitted Order in advance, no later than 14 days after its submission.
5. If a Sales Contract is concluded and the Client simultaneously fails to make payment within the period referred to above or as otherwise agreed between the Parties, the Seller may withdraw from the Contract (cancel the Order).
6. If the Goods are sold outside the European Economic Area, the Buyer shall be responsible for the payment of taxes and customs duties related to the importation of the product into the destination country (hereinafter: "**import duties**"). In this case, the price that the Client is obliged to pay to the Seller is the price not including any taxes payable outside the EEA, any customs duties or other similar charges.

7. The amount of import duties depends on local customs regulations and the value and type of product. Buyers 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 Buyer 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 Goods. The same applies to the situation of returning the Product to the Seller.

### **VIII. Entitlement to Withdraw from the Contract**

1. In the case of the sale of a single Goods, the deadline for withdrawal from the contract expires after 14 days from the date on which the Client took possession of the Goods or on which a third party other than the carrier and designated by the Client took possession of the Goods (in the case of the purchase of multiple Goods - when the last Good comes into possession).
2. In the case of the purchase of Goods that are delivered in batches or parts, the term for withdrawal from the Contract shall expire 14 days after the date on which the Client took possession of the last batch or part or on which a third party other than the carrier and designated by the Client took possession of the last batch or part of the Goods.
3. In the case of a contract subject to regular delivery of Products for a fixed period of time, the period for withdrawal from the contract shall expire after 14 days from the date on which the Client took possession of the first of the products, or on which a third party other than the carrier and indicated by the Client took possession of the first of the products.
4. In order to exercise your right to withdraw from the contract, you must inform Maxton Design spółka z ograniczoną odpowiedzialnością, ul. Podlesie, 32-830 Wojnicz, e-mail: sales@maxtondesign.eu, phone No.: +48 14 307 06 04 about your decision to withdraw from this contract by an unequivocal statement (for example, a letter sent by mail, fax or e-mail). You can use the model withdrawal form (available at: [https://maxtondesign.pl/pol-returns-and\\_replacements.html](https://maxtondesign.pl/pol-returns-and_replacements.html)), but it is not mandatory. In order to comply with the deadline for withdrawal from the contract, it is sufficient for you to send information on the exercise of your right of withdrawal before the expiry of the deadline for withdrawal from the contract.
5. The Consumer's right to withdraw from the Contract is excluded, under the circumstances provided for in Article 38 of the Law on Consumer Rights, in particular, in the case of:
  - a. provision of services, if the Seller has performed the service in full with the express consent of the Consumer, who was informed before the start of the service, that after the performance of the Seller will lose the right to withdraw from the Contract;
  - b. the Contract, in which the price or remuneration depends on fluctuations of the financial market, over which the Seller has no control, and which may occur before the end of the period for withdrawal;
  - c. the Contract, in which the object of services is a non-refabricated Product, produced to the Consumer's specifications or serving to meet his individualized needs;
  - d. the Contract, in which the subject matter of the provision is an item delivered in a sealed package that cannot be returned after opening the package for health or hygiene reasons, if the package has been opened after delivery;
  - e. the Contract, in which the subject matter of the performance are things which after delivery, due to their nature, are inseparable from other things;
  - f. the Contract, in which the Consumer expressly requested that the Seller come to him to perform urgent repair or maintenance; if the trader provides additional services other than those requested by the Consumer, or provides Goods other than spare parts necessary for repair or maintenance, the right of withdrawal shall be granted to the Consumer with respect to additional services or Goods;
  - g. the Contract concluded through a public auction;

- h. the Contract for the supply of digital content which is not recorded on a tangible medium if the performance has begun with the Consumer's express consent before the end of the period for withdrawal and after the trader has informed him about the loss of the right of withdrawal;
6. In the event of withdrawal from a Contract concluded remotely, the Contract is considered not concluded. What the Parties have provided shall be returned unchanged, unless the change was necessary to determine the nature, characteristics and functionality of the Goods. The return should be made immediately, no later than 14 days after the submission of the document of withdrawal from the contract. The purchased Products should be returned to the Seller's address.
7. The Seller shall immediately, but no later than within 14 days from the date of receipt of the Consumer's statement of withdrawal from the Contract return to the Consumer all payments made by him, including the cost of delivery of the Goods. The Seller shall refund the payment using the same method of payment used by the Consumer, unless the Consumer agrees to a different method of refund, which method will not incur any cost to the Consumer. The Seller may withhold reimbursement of payments received from the Client until it receives the item back or the Client provides proof of its return, whichever event occurs first, unless the Seller has offered to collect the item from the Client itself.
8. If the Consumer has chosen a method of delivery of the Goods other than the cheapest ordinary means of delivery offered by the Seller, the Seller shall not be obliged to reimburse the Consumer for any additional costs incurred by the Consumer.
9. The Client shall bear only the direct cost of returning the Goods, which may amount to a maximum of PLN 4000, unless the Seller has agreed to bear this cost.

#### **IX. Product Complaints**

1. The Seller agrees to provide the Consumer with Goods in accordance with the Sales Contract, and in the case of Entrepreneurs - free from defects.
2. The Seller shall be liable to the Client who is a Consumer for non-compliance of the Goods with the contract under the terms of Chapter 5a of the Law on Consumer Rights and the relevant provisions of the Civil Code, taking into account the provisions of these Regulations.
3. Towards the Client who is an Entrepreneur, the Seller shall be liable for warranty for defects under the terms of Articles 556- 576 of the Civil Code, subject to the provisions of these Regulations.
4. Complaints arising from violation of Clients' rights guaranteed by law or under these Regulations should be addressed to Maxton Design spółka z ograniczoną odpowiedzialnością, ul. Podlesie 26, 32-830 Wojnicz, at e-mail address: sales@maxtondesign.eu (Individual Client)/ info@maxtondesign.eu (Counterparty-Dealer), phone number +48 14 307 06 04.
5. In the case of Clients who are Entrepreneurs, Complaints must be submitted immediately, but no later than 72 hours from the discovery of a defect in the Products (or 72 hours from the date of receipt of the Goods in the case of quantity shortages).
6. In order to consider the complaint, the Client should send or deliver the advertised Product, if possible attaching to it proof of purchase. The Seller undertakes to pick up the Goods at its own expense in case the claimed Goods are picked up from a country located in continental Europe. In the event that the claimed Product is to be received from a country that is not in continental Europe, the cost of shipping and export duties shall be borne by the Client, sending the Product for complaint to the address indicated in item 4.
7. The Seller electronically confirms receipt of the complaint submitted by the Client via e-mail.
8. The Seller undertakes to process any complaint within 14 days of receipt of the claimed product.
9. After processing the reported complaint, the Seller changes the status of the complaint visible in the Client Account. At this point, the Client is automatically informed by email of the change.
10. In case of deficiencies in the complaint, the Seller will call on the Client to supplement it to the necessary extent immediately, but no later than within 7 days, from the date of receipt of the call by the Client.



11. The Seller shall not be liable for defects or non-conformity of the Contract Goods resulting from:
  - a. damage caused by inadequate or inconsistent with the instructions provided by the Seller for the installation of the Product,
  - b. damage caused to the mounting holes of the Products resulting from attempts to install the item in an improper manner (the item should be tried on first),
  - c. damage to add-ons (diffusers) caused when the vehicle on which the Goods are mounted does not have the original exhaust system,
  - d. damage to add-ons (diffusers) caused by using vehicles to travel at too high a speed, i.e. above 250 km/h,
  - e. incompatibility of the Goods with additional elements of vehicle equipment not provided for in the basic versions of the vehicles for which the Goods are dedicated,
  - f. damage to the Goods caused by improper maintenance, including through the use of overly aggressive chemicals,
  - g. and is not responsible for the loss of warranty provided by the vehicle manufacturer.
12. The Client is informed in each case about the applicable restrictions on the use or durability of the Goods in the description of the respective Goods on the website of the Online Store. These limitations are dictated primarily by the specific durability of the materials used in production, over which the Seller has no real control. When entering into a Sales Contract, Clients declare that they have read and accepted the absence of certain features of the Goods using a dedicated form.
13. The Seller shall not be liable for damage to the Client's vehicle resulting from the use of the Goods in an improper manner, inconsistent with the installation instructions provided by the Seller or with the intended use of these Goods.

#### **X. Limitation of Liability Regarding Compatibility of Products**

1. The Seller notes that the offered Goods may not fit the specific model of the Client's vehicle, especially when it concerns non-standard versions, such as hybrid versions, or when the vehicle has been modified at the Client's special request. The Seller makes and delivers Products compatible with the standard version, model of the vehicle indicated in the description of the Goods. Therefore, Clients should consider the possibility of product incompatibility risks when purchasing automotive parts.
2. In order to avoid misunderstandings, Clients are required to report any modifications occurring in their vehicle relative to the standard version/model when placing an Order.
3. If the Client fails to report significant modifications to his vehicle before placing the Order or, despite the Seller's attention, decides to proceed with the Order, all risks and additional costs resulting from the incompatibility of the Goods will be borne by the Client. This includes, but is not limited to, costs associated with replacing a part, returning it, or potential damage to the vehicle resulting from the use of an inadequate part. Such nonconformity will not be considered nonconformity with the contract.
4. The above reservations do not affect the Consumer's statutory right to cancel the Contract.

#### **XI. Complaints Regarding the Provision of Services Electronically**

1. Clients may report complaints to the Seller in connection with the operation of the Online Store and use of the Services. Complaints can be reported in writing to Maxton Design spółka z ograniczoną odpowiedzialnością, ul. Podlesie 26, 32-830 Wojnicz at e-mail address: sales@maxtondesign.eu (Individual Client)/ info@maxtondesign.eu (Counterparty - Dealer), phone number +48 14 307 06 04.
2. In the complaint, Clients should include their name, mailing address, type and description of the problem.
3. The Seller undertakes to process each complaint within 14 days, and if this is not possible, to inform the Client within this period when the complaint will be processed. In case of deficiencies in the complaint, the Seller

will call on the Client to complete it to the necessary extent within 7 days, from the date of receipt of the call by the Client.

## **XII. Business-to-business (B2B) Sales**

1. In the case of Contracts with Entrepreneurs, the Seller has the right to limit the available methods of payment for the ordered Goods. This also applies to the possibility of requiring prepayment in full or in part for the Goods and regardless of the payment method selected by the Entrepreneur.
2. Upon delivery of the Goods to the carrier, the benefits and burdens of the Goods and the danger of accidental loss of or damage to the Goods shall pass to the Entrepreneur.
3. If the Products are sent to the Entrepreneur via a carrier, the Entrepreneur shall examine the shipment at the time and in the manner usual for shipments of this kind. If the Entrepreneur determines that there was a loss or damage to the Goods during carriage, the Dealer is obliged to perform all actions necessary to determine the carrier's liability.
4. In the case of electronic provision of services, the Seller, being a service provider within the meaning of the Law on Electronic Provision of Services, may terminate the Contract regulated by the Law on Electronic Provision of Services to the Entrepreneur, being a service recipient, with immediate effect and without indicating reasons by sending an appropriate statement to the e-mail address.
5. The Seller shall not be liable, in particular, in case of storage, transportation or use of Goods not in accordance with the information contained in the description of the Goods, labels of the Goods.
6. The Seller's liability for lost profits to the Entrepreneur is excluded.
7. Any liability of the Seller under the Contract or the provision of services to the Entrepreneur is limited to the amount of the Order under the Contract.
8. The Client shall not be entitled to any claims against the Seller for third-party claims arising from the use of the Products.

## **XIII. Out-of-court Ways of Settling Complaints and Redressing Claims**

1. Clients who are Consumers have, among other things, the following options for out-of-court means of handling complaints and claims:
  - a. are authorized to apply to the permanent amicable consumer court operating at the Trade Inspection to resolve a dispute arising from the Sales Contract;
  - b. are authorized to apply to the provincial inspector of the Commercial Inspection to initiate mediation proceedings for an amicable settlement of the dispute between the Client and the Seller;
  - c. may obtain free assistance in resolving a dispute between the Client and the Seller, also using the free assistance of the district (city) consumer ombudsman or a social organization whose statutory tasks include protection of the Consumer, among others: Federation of Consumers, Association of Polish Consumers). Advice is provided by the Federation of Consumers at the toll-free consumer hotline number +48 800 007 707 and by the Association of Polish Consumers at the e-mail address [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl);
  - d. submit the complaint through the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.

## **XIV. Protection of Personal Data**

1. The Seller collects and processes the personal data provided by Clients in accordance with applicable laws and in accordance with the Privacy Policy, available on the Parties of the Online Store.
2. Clients' personal data will be processed by the Seller only for the purpose of performing activities necessary for the proper conduct of the Sale.

3. Participants have the right to inspect the processed data and to correct and delete it. Data is provided on a voluntary basis, with account registration required for participation in the Sale.
4. At the time of deletion of data, the Client loses the opportunity to purchase.

#### **XV. Final Provisions**

1. All rights to the Online Store, including property copyrights, intellectual property rights to its name, Internet domain, the Online Store website, as well as to the forms, logos belong to the Seller, and the use of them may only be carried out in the manner specified and in accordance with the Regulations.
2. Settlement of any disputes arising between the Seller and the Client, who is a Consumer, shall be submitted to the competent courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure.
3. Settlement of any disputes arising between the Seller and the Client, who is an Entrepreneur, shall be submitted to the court having jurisdiction based on the Seller's registered office.
4. In matters not covered by these Regulations, the provisions of the Civil Code, the regulations of the Law on Provision of Electronic Services, the provisions of the Law on Consumer Rights and other relevant provisions of Polish law shall apply.
5. The Seller may make changes to the Regulations. With regard to the provisions relating to Consumers, changes will be made only for important reasons, including if the terms of the Sales Contract change, when the applicable regulations change, when new Products or Services are introduced, as well as when IT solutions change.
6. Any changes to these Regulations will be communicated to each Client through information on the main page of the Online Store website containing a summary of the changes and their effective date. Clients having an Account will additionally be informed of the changes with a summary of the changes to the e-mail address they have indicated. The effective date of the changes will not be less than 14 days from the date of their announcement. If a Client with a Client Account does not accept the new content of the Regulations, he is obliged to notify the Seller within 14 days from the date of notification of the change in the Regulations. The Seller's notification of non-acceptance of the new content of the Regulations will result in termination of the Contract.