

## General Terms and Conditions for Dealers

- [www.maxtondesign.com](http://www.maxtondesign.com) -

### § 1

#### Definitions

Terms used in the General Terms mean:

1. **Platform** - Online store platform for placing orders by Dealers operating at: [www.maxtondesign.com](http://www.maxtondesign.com) available for Dealers after logging in;
2. **Dealer** - entrepreneur within the meaning of art. 43<sup>1</sup> of the Civil Code hereinafter: "Civil Code", i.e. a natural person, legal entity and organizational unit that is not a legal person, which the law grants legal capacity, conducting in its own name an economic or professional activity that buys Seller Goods for distribution in the territory on which he has registered and conducts business or professional activity.
3. **General Terms** - this General Terms and Conditions available at: [www.maxtondesign.com](http://www.maxtondesign.com);
4. **Seller** - Piotr Kardaś conducting business under the name MAXTON DESIGN Piotr Kardaś entered in the CEIDG, address: ul. Zbylitowskich 157, 33-113 Zgłobice, NIP 9930412115, REGON 123156155, the owner of the online store at [www.maxtondesign.com](http://www.maxtondesign.com);
5. **Good** - a product presented on the Platform, the description of which is available for each of the presented products;
6. **Order** - a statement of will of the Dealer submitted in the form provided in the General

Terms, constituting an offer to purchase Goods on the Platform.

### § 2

#### Preliminary provisions

1. Through the Platform, the Seller conducts the sale of Goods to the Dealers. Through the Platform the Dealer may purchase products available on the website [www.maxtondesign.com](http://www.maxtondesign.com).
2. The General Terms define the terms and conditions of using the Platform, as well as the rights and obligations of the Seller and Dealers. The General Terms are applicable to all transactions between the Seller and the Dealer, unless expressly stated otherwise.
3. To use the Platform, including in particular to place an order in the store, it is not necessary to meet specific technical conditions by a computer or other Dealer device. They are enough:
  - a) a computer or a mobile device with access to the Internet,
  - b) access to electronic mail,
  - c) Internet browser version 11 or newer, Firefox version 28.0 or newer, Chrome version 32 or later, Opera version 12.17 or later, Safari version 1.1. or newer,
  - d) enabling Cookies and Javascript in the Internet browser.
4. The Dealer cannot place an order on the Platform anonymously or under a pseudonym or have more than one account, unless the Seller agrees.

5. The Dealer declares that he concludes the contract as an entrepreneur for purposes related to his business or professional activity. The platform is not dedicated to consumers.
6. It is forbidden to use the Platform to provide unlawful content, in particular by sending such content via the forms available at: [www.maxtondesign.com](http://www.maxtondesign.com) or other related.
7. All product prices given on the website: [www.maxtondesign.com](http://www.maxtondesign.com) are gross prices, including VAT, without customs duties and other fees. After logging in to the Platform visible prices are net prices (without VAT), without duty and other charges.

### § 3

#### **Obligations of the Dealer**

The Dealer who purchases the Goods with the Seller, in the event of their further offering or further resale, undertakes in particular to:

- a) promote and sell the Goods in the territory in which the Dealer has registered and conducts business or professional activity and extend the sale of the Goods to all potential buyers, by all available means and not to do anything that may interrupt or disrupt such sales;
- b) cooperate with the Seller in the scope of the Goods sales plans developed by him;
- c) not distribute any Goods that compete with the Goods sold by the Seller during the period of contracting for the provision of electronic services with the Seller;
- d) refrain from searching for buyers for Goods outside the territory where the Dealer has registered and conducts business or professional activity, unless the Seller's consent in writing under pain of nullity;
- e) timely pay perform and pay liabilities to the Seller;
- f) in the case of a planned purchase of the Goods in bulk quantities, present to the Seller via email its predictions about the quantity of each type of Goods that is expected to be purchased from the Seller in the following months;
- g) abide by all guidelines and instructions provided by the Seller in relation to the promotion and advertising of the Goods;
- h) not to act as an agent of the Seller or guarantee the reliability of the Seller and not to make any representations on behalf of the Seller and not to make, without the prior written consent of the Seller, any promises or warranties with respect to the Goods other than those contained in promotional material provided by the Seller or otherwise incur any obligations on behalf of the Seller;
- i) immediately inform the Seller via electronic correspondence about any changes in the Dealer's organization or distribution methods that may affect the Dealer's duties;
- j) sell the Goods under trademarks or as 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 his prior consent expressed through electronic correspondence;
- k) protect the Seller against any costs, complaints, requests or other claims arising against the Seller resulting from or in connection with any

breach of the Dealer's obligations under the General Terms;

- l) in their business or professional activity, do not use domains with the following expressions in their name: maxtondesign without obtaining prior written authorization under pain of nullity of the Seller's consent;
- m) in their business or professional activity do not use the Seller's intellectual property rights to its name, internet domain containing the name MAXTON, MAXTON DESIGN or similar website of the online store, as well as to forms and logos without obtaining the earlier , expressed in writing under pain of nullity of the Seller's consent,
- n) not to use, without the Seller's prior explicit consent, the descriptions of the Goods presented on the Platform, in particular in case of further sale of the Goods within the Dealer's business or professional activity.

#### **§ 4**

##### **Placing an order**

1. Information about the Goods provided on the Seller's website or on the Platform, in particular their descriptions, technical and functional parameters and prices, constitute an invitation to conclude an Agreement, within the meaning of art. 71 of the Civil Code.
2. All Goods available on the Platform are brand new and have been legally placed on the Polish market.
3. The condition for submitting the Order is to have an active account on the Platform and an e-mail account.

4. The order placement process consists of the following activities:
  - a) The Dealer places the Order on his dealer account on the Platform,
  - b) when placing the Order, the Dealer indicates the address for dispatch,
  - c) after receiving the Order, the Seller calculates the cost of shipment, taking into account in particular the dimensions of the Goods and the place of delivery,
  - d) then the Dealer receives a summary with the total amount to be calculated (the cost of the Goods + shipment + taxes and other additional fees - if applicable) based on the proforma invoice,
  - e) The Dealer makes the payment based on the proforma invoice and is waiting for the order (delivery time is given for each Good),
  - f) In the absence of the Goods or impossibility of its delivery, the Seller informs Dealer within 2 days from the date of becoming aware of the lack of availability or the possibility of delivery of the Goods - in this case the Seller has a contractual right to withdraw from the part of the Order, which the Seller indicated that he cannot perform, within 2 months from the date of placing the Order,
  - g) after completing the Order by the Seller and paid by the Dealer, the Order is sent to the Dealer,
  - h) if the Dealer does not pay for the proforma within 30 days from the date of expiry of the deadline, he will not pay for the Order indicated in the pro-form invoice, the Seller is entitled to

- withdraw from the Order, which can be processed within 1 year from the date of placing the Order.
5. In the case of submitting orders via the Order form available on the online store Platform, the Order is submitted to the Seller by the Dealer in electronic form and constitutes an offer to conclude an Agreement for the sale of Goods being the subject of the Order. An offer submitted in electronic form shall be binding on the Dealer if the Seller sends a confirmation of acceptance for the Order to the e-mail address provided by the Client.
  6. Within 2 days of receipt of the Order, the Seller will inform about the possibility and timing of the Order (§ 4 paragraph 4 letter d). When the information on these parameters of the Order is sent (§ 4 paragraph 4 letter d) and a pro forma invoice is sent, an agreement is reached between the Parties.
  7. If placing an Order on the Platform is not possible due to technical reasons, the Order may be submitted by e-mail or by phone. If placing an Order takes place via telephone or by sending an electronic message on business days and hours indicated on the Internet and Internet Service's website. For this purpose, the Dealer should:
    - a) provide verbally via a telephone call or in writing in the electronic message addressed to the Seller, the name of the Goods from among the Goods available on the Platform and its quantity,
    - b) indicate the method of receipt of the Goods or choose the option of delivery of the Goods and the form of payment from the methods given on the Platform,
    - c) provide the data needed to process the Order, in particular: name and surname, place of residence and e-mail address,
    - d) confirm the Order and consent to the General Terms in the form of an e-mail.
  8. Placing an order by phone, e-mail or via the Platform is tantamount to acceptance of the Order by the Dealer and its consent to the implementation of the Order and is tantamount to reading and acceptance of the General Terms by the Dealer.
  9. Information on the total value of the Order referred to in the point above is given each time after completing the entire Order by confirming the Order by the Seller via e-mail. Conclusion of the sale agreement by the Dealer entails the obligation to pay for the ordered Goods.
  10. The Seller shall refrain from any actions in order to execute the Order until receiving the payment for the pro-forma invoice issued to the Dealer. In the event of a delay in payment for a pro-forma invoice, the Seller shall not be liable for delayed delivery, and the duration of the Order is automatically extended by the number of non-payment days.
  11. The sales contract is concluded in Polish, English or French, with the content in accordance with the General Terms.

## **§ 5**

### **Delivery forms and the risk transfer**

1. Delivery of goods takes place in the EXW formula (Incoterms 2010), or if it has been

determined individually in the Order, in the DAP or DDU formula.

2. Delivery of the Goods takes place within the territory of the European Union and outside its borders and is implemented in such a way that:
  - a) the Dealer collects at his own expense the Goods from the Seller's warehouse and bears the transport, insurance and other costs related to the delivery from the moment the goods are made available in the Seller's warehouse, or
  - b) The Seller delivers the Goods to the address indicated by the Dealer when placing the Order at the expense and risk of the Dealer.
3. The delivery referred to in point 1 b) above is via a courier company.
4. The Seller before executing the Order informs the Dealer about the number of working days needed to execute the Order and its delivery, as well as the amount of fees for the delivery of the Goods.
5. The time of delivery and execution of the Order is counted in working days. If for the Goods covered by the Order, a different period of implementation is provided for, the entire period shall be the longest period out of the foreseen.
6. Upon the release of the Goods to the carrier, the Dealer goes through the benefits and burdens associated with the Goods and the risk of accidental loss or damage to the Goods. In the case of delivery of DAP and DDU (Incoterms 2010), the Seller is responsible for the Goods during transport, while the Dealer is obliged in the presence of a representative of the transport company to check the contents of the package

for possible damage, in accordance with paragraph. 7 below.

7. In the event of sending the Goods to the Dealer via the carrier, the Dealer is obliged to examine the Goods in time and in the manner accepted for such parcels. If the Dealer determines that during the transport there was a loss or damage to the Goods, he is obliged to perform all actions necessary to determine the carrier's liability and prepare a report of damage to the Goods.
8. The Seller provides the Dealer with proof of purchase.

## **§ 6**

### **Prices and payment methods**

1. Commodity prices are given in Polish zlotys, British pounds or euros - according to the Dealer's choice.
2. The Client may choose the following payment methods:
  - a. bank transfer to the Seller's bank account (in this case, the implementation of the Order will commence after the Seller has sent the confirmation of acceptance of the Order, and the shipment will be made immediately after receipt of the funds to the Seller's bank account and completing the Order);
  - b. cash on personal collection - payment in the Seller's warehouse (in this case, the implementation of the Order will be made immediately after the Seller sends the confirmation of acceptance of the Order to the Dealer, and the Goods will be released in the Seller's warehouse);

- c. cash on delivery - in the case of Dealers based in Poland, payment to the supplier when making the delivery (in this case, the implementation of the Order and its shipment will be commenced after the Seller has sent to the Dealer the confirmation of the Order and completed the Order);
- d. electronic payment (in this case, the Order will be commenced after the Seller has sent the confirmation of the Order and after the Seller receives information from the paying agent's system about the payment by the Dealer, and the shipment will be made immediately after completing the Order).

## § 7

### **Services provided electronically**

1. Through the Platform, the Seller provides the service electronically to the Dealer.
2. The basic service provided electronically to the Dealer by the Seller is to enable the Dealer to place an order in the Platform. Placing an order requires the creation of an account on the Platform.
3. After the Dealer has set up an account on the Platform, the Seller will provide the Dealer with an electronic service consisting in the creation and maintenance of an account on the Platform. The account stores the Dealer's data and the history of orders placed by him. The dealer logs in to the account using his e-mail address and the password he has defined.
4. The creation of an account on the Platform is carried out by completing and sending a registration form using the automated platform mechanism. At the moment of sending the

registration form, a contract for keeping an account on the Platform is concluded between the Dealer and the Seller. The contract is concluded for an indefinite period, and the Dealer may terminate this contract with immediate effect at any time in any form by submitting a declaration of termination of the account agreement on the Platform.

5. Services provided electronically to the Dealer are free of charge. Contracts for placing orders concluded via the Platform are paid off.
6. In order to ensure the security of the Dealer and transfer of data in connection with the use of the Platform, the Seller takes technical and organizational measures appropriate to the degree of security threat to the services provided, in particular measures to prevent the acquisition and modification of personal data by unauthorized persons.
7. The Seller undertakes actions to ensure that the Platform is fully functioning properly. The Dealer should inform the Seller about any irregularities or interruptions in the functioning of the Platform.
8. Any complaints related to the functioning of the Platform, Dealer may submit via e-mail to the following e-mail address: [info@maxtondesign.com](mailto:info@maxtondesign.com). In the complaint, the Dealer should provide full company details, correspondence address, as well as the type and date of irregularities related to the functioning of the Platform. The Seller will consider any complaints within 14 business days of receipt of the complaint and inform the Dealer about its

settlement to the e-mail address of the complainant.

## § 8

### Liability for defects

1. The Seller provides a guarantee for the offered Goods and is liable for their defects (quantitative and qualitative deficiencies) only on the terms set out in these General Terms, while the Seller's liability for defects of the Goods or services expires after 1 year from the date of release of the Goods to the Dealer or person receiving the product on behalf of the Dealer. The Seller's liability under the statutory warranty for defects described in art. 558 and subsequent Civil Code is excluded.
2. If the Goods sold have a defect, the Dealer may:
  - a) demand repair of Goods,
  - b) demand replacement of the Goods with one free from defects,
  - c) if a) or b) do not bring a result, ask for a price reduction.
3. Dealer is obliged to inform the Seller about any quantity shortages in writing via email at: info@maxtondesign.com immediately, but no later than within 72 hours from the date of receipt of the Goods. Lack of correct notification to the Seller results in the loss of claims from the aforementioned title. In the case of quantitative shortages of the products, the Dealer may demand the delivery of the missing quantity of products within the deadline set by the Parties.
4. In terms of the quality of the Goods offered by the Seller, the Seller shall be liable only for material defects, i.e. significant deviations of the Goods from their specifications being part of the order or for Goods classified as defective. The Dealer is obliged to inform the Seller immediately of any defects in the quality of the Goods delivered by the Seller under the contract, however not later than within 72 hours from the detection of the defect. Notification of the defects of the delivered Goods should be sent before the deadline by registered mail or by e-mail to the following address: info@maxtondesign.com, as well as deliver the complained Goods, after prior agreement of the date of their delivery with the Seller. The Dealer bears all transport costs related to the returned Goods.
5. The Dealer may contact the Seller via both traditional mail as well as by e-mail at: info@maxtondesign.com.
6. The Seller will respond to the complaint submitted by the Dealer within 14 days from the date of delivery of the complaint by a means of communication with which the complaint was filed.
7. The Seller is relieved of any liability for defects in the Goods, if the Dealer knew about the defect at the time of concluding the Contract, placing an order, presenting the offer, delivery document, and in other cases specified in applicable law.
8. If the complaint is accepted, taking into account the provisions of these General Terms, the Seller undertakes to replace the purchased Goods with a Goods free from defects or remove the defect, at the discretion of the Seller. In such cases, the replacement of the Goods

- shall take place without undue delay, unless the Goods free of defects, including Goods ordered by the Dealer is available in the Seller's warehouses. Otherwise, the exchange will be made within 12 weeks from the date of filing the defect at the latest.
9. If a complaint regarding a quality defect is accepted, the Seller and the Dealer may agree - instead of replacing the Goods or removing the defect - an appropriate reduction of the price payable by the Dealer or termination of the Agreement with mutual reimbursement of the services provided.
  10. If the Dealer fails to notify the quality or quantity defect of the Goods in accordance with the provisions of these General Terms, it is deemed that the Goods have been delivered in accordance with the Agreement, and any rights and claims of the Dealer in this respect expire.
  11. The parties exclude the application of art. 581 § 1 of the Civil Code.
3. The Seller shall not be liable for Goods used in a manner inconsistent with its intended use and technical characteristics, as well as for damages resulting from failure to follow the instructions and instructions of the manufacturer or the Seller.
  4. The above limitations of liability shall not apply to damages resulting from the intentional fault of the Seller.
  5. The Dealer is not entitled to any claims against the Seller resulting from third parties' claims arising from the use of the Goods.
  6. The Seller shall not be liable for use of the descriptions of the Goods available on the Platform by the Dealer without the Seller explicit consent, as well as for the use and / or violation of intellectual (industrial) property rights of entities referred to on the Platform and in connection with which the Goods are sold; in particular the Seller shall not be liable for unauthorized use by Dealers of trademarks protected under applicable law.

## **§ 9**

### **Liability**

1. Notwithstanding other restrictions under these General Terms, the aggregate liability of the Seller towards the Dealer for non-performance or improper performance of the Agreement or for any other legal title is limited to the net price of the order with which the Seller's liability is associated.
2. Under no circumstances shall the Seller be liable for lost profits (*lucrum cessans*), damage (costs / expenses) resulting, indirect or special, as well as the loss of the Dealer's reputation, market or customers.

## **§ 10**

### **Personal data protection and cookies**

The rules regarding the processing of personal data and the use of cookies are included in the privacy policy available at: [www.maxtondesign.com](http://www.maxtondesign.com).

## **§ 11**

### **Miscellaneous**

1. The Seller reserves the right to introduce and cancel offers, promotions and to change prices of Goods on the Platform without prejudice to the rights acquired by the Dealer, including in

particular the terms of contracts concluded before the change.

2. The Seller reserves the right to make changes to the General Terms at any time, by posting the relevant information on the website: [www.maxtondesign.com](http://www.maxtondesign.com). The contracts concluded before the change of the GTC shall apply to the GTC valid as at the date of conclusion of the Agreement. The change of the GTC is effective from the moment it is posted on the above-mentioned website to Dealers in relation to all events occurring after the change, subject to paragraph 3 below.
3. Dealers who have an account on the Platform of any change to the General Terms will be notified by e-mail to the e-mail address assigned to the account. If the content of the new General Terms is not accepted, the Dealer has the right to terminate the account agreement within 14 days from the change of the General Terms by deleting the account or submitting to the Seller an appropriate statement, in any form, about termination of the account agreement.
4. Any general terms and conditions used by the Dealer as well as detailed terms and conditions resulting from the order placed by the Dealer, which deviate from the provisions of these General Terms, are not binding and do not apply to cooperation between the Seller and Dealer, in particular with reference to offers, contracts and transactions with the Seller, unless the Seller expressly declares in writing under pain of nullity that such Dealer's terms of business apply to a specific contract, order or transaction. Possible consent to use such trading terms does not mean that they have or will apply to other

transactions concluded between the Seller and the Dealer.

5. If the offer submitted by the Seller or the Agreement concluded between the Seller and the Dealer contains provisions differing in part from those contained in the General Terms, the remaining provisions of the General Terms shall remain in force, unless the Parties expressly agree otherwise. Any changes to the Regulations require express expression of the will to change a specific provision of the General Terms by the Seller.
6. In the event of a potential dispute, the Parties undertake to make every effort to resolve them amicably through direct negotiations. If an amicable resolution of a dispute between the Seller and the Dealer is not possible, all disputes arising from this General Terms or Agreement between the Parties or arising in connection with General Terms or Agreement between the Parties shall be settled:
  - by the common court competent for the seat of the Seller – if the Dealer has his registration seat in the territory of Poland,
  - by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw in accordance with the Rules of this Court in force on the date of filing the lawsuit – if the Dealer has his registration seat outside the territory of Poland.
7. All relations arising from or related to the submission of an Order on the Platform including this General Terms and the contract concluded are subject to Polish law.

8. These General Terms shall apply from 1<sup>st</sup> of July 2019.