

## GENERAL TERMS OF PURCHASE AND GUARANTEE OF MEXTRA GROUP

1. **General terms of purchase and guarantee of MEXTRA GROUP** are applied for sale agreements concluded between **Małgorzata Jaremkó and Piotr Domiański** running business activity as partners of private partnership: **MEXTRA GROUP Private Partnership**, ul. Szkolna 15, 47-225 Kędzierzyn-Koźle, NIP "TAX IDENTIFICATION NUMBER": PL 7543039263, hereinafter referred to as "**Seler**" and **Entrepreneurs** as defined in art. 43<sup>1</sup> of Civil Code and the law concerning on freedom of business activity, hereinafter referred to as „**Customers/ Buyers**”.
2. **General terms of purchase and guarantee of MEXTRA GROUP** are not applied for Customer/Buyer - consumer as defined in the Civil Code. The law from 30th May 2014 concerning consumer rights and the law from 23rd April 1964 - Civil Code (Official Gazette of Law from 2014 pos. 121) is applied for Buyers/Customers - consumers (natural persons purchasing goods not directly connected with its business or professional activity).
3. Delivery and sale of goods carried out by the Seller to the benefit of the Buyer is subject to the provisions of Polish law, rules stipulated in the **general terms of purchase and guarantee of MEXTRA GROUP** and in the agreement (provided that it was concluded with the Buyer).
4. Any provisions different from those concluded in the **general terms of purchase and guarantee of MEXTRA GROUP** as well as additional stipulations made between Seller and Customer must be confirmed in writing under pain of nullity.
5. Declaration made by the Buyer in written form, hereinafter referred to as "**Order**", should include:
  - a) specification of ordered goods and its volume,
  - b) Buyer's data necessary to issue an invoice,
  - c) Customer's contact details necessary to make contact with the person responsible for the order on the customer's side,
  - d) Buyer's current e-mail address,
  - e) delivery date,
  - f) place of receipt of goods
6. Conclusion of the agreement regarding sale of goods between Seller and Buyer takes place by placing a written order by the Buyer and the Seller's receipt of order and provided that the Buyer pays an advance payment in the amount of 30% from the determined gross price to the benefit of the Seller. In case the Seller does not send the confirmation of the order's receipt, the sale agreement regarding the goods between the Seller and the Buyer shall be always concluded to the latest upon the Seller's entering into the fulfilment of the agreement, in particular by delivering of the goods to the Buyer. The order shall be deemed accepted for fulfilment when the Buyer is sent the written confirmation regarding receipt of order to by the Seller through one of the ways given below:

- a) exchange of electronic correspondence between Seller and Buyer,
- b) by letter.

7. If the Customer remains in long-standing business relationships with the Seller, he is obliged to immediately notify the Seller in the written form about every change regarding address of his seat, place of business, email address and correspondence address. Lack of such notification means that services carried out into addresses indicated in the order are considered to be effective.

8. **General terms of purchase and guarantee of MEXTRA GROUP** are considered to be accepted by the Customer in the moment when the Buyer makes a purchase of the goods from the Seller.

9. As a result of concluding the agreement, the Seller is obliged to hand over the goods, and the Buyer to collect the goods and to pay the price within the specified date.

10. The basis regarding determination of the price and the Seller's remuneration is the Seller's offer, valid on the day of confirmation regarding the acceptance of order by the Seller, whereby the prices and remuneration indicated in the offer are expressed as net amounts and gross amounts. The Seller reserves the right to change the offer, whose validity is being verified in the moment the order is accepted. Date the pricelist comes into force is the day when previously binding pricelist becomes invalid.

11. Payment of the price and remuneration occurs in the way, that within 14 days time since the moment when the Seller confirmed the receipt of order, the Buyer is obliged to pay the advance payment in the amount of 30% from the determined gross price. The payment shall occur on the basis of pro-forma invoice sent via electronic mail to the email address, given by the Customer in the order.

12. Payment of the advance payment should be made by the Buyer into the bank account of the Seller indicated on the pro-forma invoice, with the indication of payment title.

13. The remaining part of the price shall be paid in cash to the Seller or with the help of money transfer to the bank account of the Seller before the purchased goods are released to the Buyer. Within the 7 days time from the delivery confirmed with the acceptance protocol regarding the remaining part of the price, the Seller shall send the invoice to the Buyer.

14. The Buyer authorizes the Seller to issue invoices without signature.

15. In case of failure to meet the payment deadline by the Buyer, the Seller has the right to charge statutory interest for each day of the delay.

16. The Seller is also authorized to set off his financial receivables to which he is entitled against the Buyer and to make assignment of receivables held from the Buyer into freely chosen subject. Whereby the Buyer has no right, without written consent of the Seller, to suspend the payment for the ordered goods or to make any deductions.

17. The Seller delivers the goods to the Buyer, at his own cost. The Seller does not guarantee that the delivered goods to the Customer are unloaded.

18. The release of goods to the Buyer by the Seller depends on the payment made by the Buyer regarding the remaining part of the price, under the terms set forth in point 15 of the **General**

**terms of purchase and guarantee of MEXTRA GROUP** as well as on handing over a proof of payment regarding the remaining part of the price to the driver in the situation when the Buyer transferred the remaining part of the price for the purchased goods to the Seller's bank account.

19. The final deadline regarding execution of the order shall be each time determined by the Parties. Before the planned delivery of goods, the Seller determines with the Buyer - with the help of telephone or via electronic mail - the date and hour regarding delivery of goods.

20. If the parties do not determine other terms regarding receipt of the goods by the Customer (e.g. personal collection), the Seller according to his choice shall either deliver the goods to the Customer with the help of his own transport or shall commission it to carrier or forwarder who professionally earns his living as carrier of the goods of this type, to the place indicated by the Buyer in the order.

21. The Buyer is obliged to unload, using its own resources, the delivered goods and to ensure safe driveway for cars delivering the purchased goods. Otherwise the only possible way to collect the goods by the Buyer shall be personal collection of ordered goods from the Seller's seat or his warehouse.

22. In case of force majeure or other reasons beyond the control of the Seller, resulting in delay in the delivery of goods, the order delivery date may be prolonged by the duration of the obstruction. The Seller shall immediately inform the Buyer about the reason regarding the delay and new expected order delivery date.

23. The release of ordered goods to the Customer takes place in the moment when the goods are handed over to the carrier or forwarder. In case when the ordered goods are personally collected by the Customer or the goods are delivered by the Seller, with the help of his own transport, the release of goods to the Customer shall occur once the acceptance protocol is signed by the Customer or by the person authorized to place orders on behalf of the Customer.

24. The Seller is free of any responsibility due to shortages, changes or damages to the goods occurring during transport, carried out by the agency of carrier or forwarder. The damages of goods occurring during transport do not release the Buyer from the obligation to pay for the goods and do not authorize the Buyer to demand that the delivered goods are free of any defects or to pay the compensation for such goods.

25. At the express request of the Buyer, the Seller shall insure the transport of goods on the terms and at the Buyer's expense.

26. The Seller may carry out the delivery of goods in batches.

#### TERMS OF GUARANTEE FOR ENTREPRENEURS

27. The Seller issues a guarantee to the Buyer for the sold goods in the amount of **one, two or three, four or ten years**, depending on the type of goods bought by the Customer from the Seller (point 31 regarding **General terms of purchase and guarantee of MEXTRA GROUP**). The

guarantee is binding on the territory of the Republic of Poland as well as on the territory of European Union from the date the goods were released to the Buyer.

28. General terms of purchase and guarantee of MEXTRA GROUP regarding guarantee shall not be applied for goods, for which the guarantee is issued by the producer. In such case the terms of guarantee are specified by the guarantee card "certificate" enclosed to sold goods.

29. The length of guarantee period, as defined in point 29 of the **General terms of purchase and guarantee of MEXTRA GROUP**, for the individual goods of the Seller is as follows:

#### **I. Banquet chairs**

ALICANTE ST 220 - 3 years

ALICANTE ST 370 - 3 years

ALICANTE ST 390 - 3 years

ALICANTE ST 314 - 3 years

ALICANTE ST 633 - 3 years

ALICANTE ST 830 - 3 years

ALICANTE ST 850 - 3 years

ALICANTE ST 870 - 3 years

ALICANTE STF 910 - 3 years

ALICANTE STF 920 - 3 years

ALICANTE STF 930 - 3 years

ALICANTE STF 940 - 3 years

ALICANTE STF 950 - 3 years

ALICANTE STF 960 - 3 years

MAESTRO - 4 years

HERMAN - 2 years

JAZZ - 2 years

ROCK - 2 years

BLUES – 2 years

ES 100 – 2 years

ES 120 – 2 years

#### HOTLINE

+48 531 542 542

#### CONTACT

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## **II. Banquet tables**

H-500 - 4 years

T-300 - 4 years

L-100 - 4 years

K-200 - 4 years

HK-800 - 4 years

HS-600 - 4 years

EC-H - 3 years

EC-T - 3 years

EC-HK - 3 years

EC-L - 3 years

EC-HS - 3 years

EC-K – 3 years

GERDA - 2 years

DORA – 3 years

PABLO - 2 years

FOLD - 2 years

CUBE - 2 years

## **III. Banquet textiles**

Banquet covers - 1 year (with the exception of the SLIMTEX 200 banquet cover, which is not covered by the warranty and which excludes warranty rights, due to the use of standard, unreinforced legs that are prone to faster wear).

Banquet tablecloths – 1 year

Skirting / valance - 1 year

## **IV. Catering furniture:**

### **Catering tables:**

80272 – 10 years

80350 – 10 years

280299 – 10 years

280301 – 10 years

80176 – 10 years

4473 – 10 years

80165 – 10 years

80568 – 10 years

22673 – 10 years

80121 – 10 years

80362 – 10 years

70183 – 2 years

**Catering chairs:**

80615 – 2 years

BETA – 2 years

7077 – 1 year

POLYFOLD – 2 years

**Trolleys for catering furniture:**

80279 – 1 year

80525 – 2 years

80339 – 2 years

80193 – 2 years

**V. Conference chairs:**

ISO24H - 2 years

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ISO PLUS – 2 years

ISO CLEAN - 2 years

ISO MESH - 2 years

ISO BENCH – 2 years

SAMBA - 2 years

LUNGO - 2 years

ESPRESSO -2 years

TRACY - 2 years

ALINA - 2 years

**VI. Wooden chairs and tables:**

TOP COLLECTION - 2 years

PREMIUM COLLECTION - 2 years

STOŁY DREWNIANE - 2 years

30. The goods, which present characteristics of inappropriate use or other than intended use, by way of ordinary wear and tear and mechanically damaged goods, and in particular damaged due to:

- a) repair or making construction changes regarding subject of sale,
- b) operation inconsistent with the producer's recommendations,
- c) harmful actions taken toward the product with sharp, blunt or rough, objects,
- d) inappropriate storage,
- e) non-compliance to the maintenance manual, as well as using inappropriate cleaning products, not recommended by the producer (in particular caustic substances and acids),
- f) using goods for the purposes not intended for its use, influence of external factors, towards which the Seller has no impact, is not covered under the guarantee.

31. The guarantee regarding banquet chairs does not also include upholstery, in particular its staining, cutting and the seats inside, as well as varnish layer regarding construction of the chair, in particular abrasions, bruises and scratches. The guarantee regarding banquet tables does not include tabletop, its scratching, swelling or damage of the edge's strip, whereas in case of



banquet textiles the guarantee does not cover damage of the material, its staining, cutting and wiping, damage regarding footers of the elastic covers as well as colour and shades of the fabric.

32. The buyer is obliged to check the goods within the time and manner accepted in case of goods of such type and to notify the Seller about defect of goods within 14 days from the moment such defect was detected. 33. If the Buyer does not perform the check in the manner specified in the previous point or, when after the check the Buyer does not notify the Seller within 14 days from the time the defect was found, the Buyer cannot pursue his rights by way of guarantee regarding physical defects, if such defects could have been detected during the check, which would be carried out with adequate care, unless the defect was deceitfully concealed by the Seller.

34. In case when the defect is detected the Buyer shall notify the Seller in written form about the faulty goods within the 14 days time since the defect was detected. Such notification shall be made on the form (a complaint notification form) and sent via electronic mail to the following address: [biuro@mextra.pl](mailto:biuro@mextra.pl), or with the help of registered letter to the following address: Małgorzata Jaremko and Piotr Domański running business activity as partners of private partnership: MEXTRA GROUP Spółka cywilna, ul. Szkolna 15, 47-225 Kędzierzyn-Koźle, together with photos of all faulty goods, taken in such manner, that the Seller could verify and estimate the defect of goods. The notification (complaint report/return of goods) can be found on the internet website [www.mextra.pl](http://www.mextra.pl). Precise and thorough completion of the notification (a complaint notification form) and enclosing of photos of all faulty goods shall significantly contribute to faster execution of complaint.

35. In case of failure to meet the deadline regarding notification of the Seller concerning the defect of goods on the principles described above or when the photos regarding all faulty goods, taken by the Customer in the manner enabling the Seller to verify and estimate the defects of goods, are not enclosed to the complaint report, the Buyer's rights by way of guarantee expire and do not produce any legal effects against the Seller.

36. However the basis to consider a complaint regarding damaged goods/goods in short supply during transport is drawing up a damage protocol with the carrier's courier, forwarder or Seller and sending it together with a complaint report according to the above-mentioned procedure.

37. The Seller is obliged to remove the physical defect of the goods **within 30 working days**, counting from the day he received effective notification from the Buyer, provided that the defects shall be revealed within the guarantee period and shall occur due to reasons connected with the sold goods, subject to points 32 and 33 of the **General terms of purchase and guarantee of MEXTRA GROUP**. The removal of the defects regarding goods may occur, on the territory concerning validity of the guarantee and as the Seller may decide, or through repair of faulty goods or replacement of faulty goods into the goods free from defects or refund of paid price. The manner the complaint is considered and finished or refund of purchase costs regarding the goods depends only and exclusively on the Seller. The performance of the above duties by the Seller satisfies his responsibility for faulty goods on any account whatsoever.

38. In case when the Buyer receives effective notification regarding the defect of the goods, on the principles described above, the Seller shall indicate to the Buyer the place of repair regarding faulty goods or place of replacement of goods into goods free of defects. If the repair of the goods or its replacement into goods free of defects is to be performed outside the place



the defect was revealed, the Buyer shall provide and secure the faulty goods into the wrapping ensuring safety during transport.

39. Transport costs and costs connected with the complaint procedure born by the Seller, in case of unjustified complaint regarding goods are entirely covered by the Buyer. In case when the Buyer notifies untrue or misleading circumstances, thus causing the Seller's damage, he may be obliged to redress the damage. In such case the goods shall be also sent back at the Buyer's cost.

40. The Seller bears no responsibility, if within the confines of the order the appropriate goods were delivered to him, but they do not fulfil the Buyer's expectations.

41. The Seller bears no responsibility against the Buyer for production losses, loss of profits, loss in usage, loss of contacts or any secondary loss resulting in ordered and delivered goods. Joint responsibility of the Seller is only limited to the value regarding ordered and delivered goods.

42. The above-mentioned regulations by way of guarantee entirely satisfy the issues of the Seller's responsibility against the Buyer regarding faulty goods. The Seller's responsibility regarding warranty for defects in relation to Buyers - Entrepreneurs as defined in art. 43 1 of the Civil Code and the law on freedom of business activity, shall be excluded. 43. To all matters not settled herein relevant provisions of civil code shall apply.

44. The hereby **General terms of purchase and guarantee of MEXTRA GROUP OWS** shall be applied for all sale agreements of goods concluded from 01.10.2016, between Seller and Buyers being Entrepreneurs as defined in art. 43 1 of Civil Code and the law on freedom of business activity.

45. To all matters not settled herein relevant provisions of Polish Civil Code and the Code of Civil Procedure shall apply, whereas in case of disputable matters regarding delivery and sale of goods between Seller and Buyer, the court of local jurisdiction regarding the Seller's seat shall decide.