

# GENERAL TERMS AND CONDITIONS – BEATA KOTOWSKA “MEBELLA”

## 1.

These Terms and Conditions specify the terms and conditions of supply of furniture, in particular table bases and table tops, produced by Beata Kotowska pursuing business under the business name Beata Kotowska “MEBELLA” with its registered office in Poznań (postcode: 60-567) at ul. Bukowska 127a, NIP (tax id. No.): 778-011-77-08, REGON (business statistical id. No.): 631540297, phone No.: +48612932154, fax No.: +48612922582, email: mebella@mebella.pl, bank account No.: 55 1750 1019 0000 0000 1378 4205.

## 2.

The following terms used herein have the following meanings:

- a) Working Days – weekdays from Monday to Friday, excluding statutory holidays;
- b) Contact Form – a form available at [www.mebella.pl/pl/kontakt](http://www.mebella.pl/pl/kontakt) which may be used by the Customer to submit a Product Query;
- c) Customer – a natural person at legal age with full capacity to perform legal transactions who is not a Consumer, a legal person, an organisational unit with no legal personality having capacity to perform legal transactions, submitting a Product Query or an Order;
- d) Civil Code – the Polish Act dated 23 April 1964 (consolidated text: Journal of Laws of 2014, item 121, as amended);
- e) Consumer – a consumer within the meaning of Article 22<sup>1</sup> of the Civil Code;
- f) Negotiations of Supply Contract Terms – negotiations held by the Parties in writing or via electronic mail or via fax aimed at agreeing the terms and conditions of the contract for supply of a Product, including but not limited to the type, quantity, price of the Product and the delivery option and costs, held prior to placing an Order by the Customer;
- g) Objects – the Product which is the object of the Supply Contract made by the Parties;
- h) General Terms and Conditions – these General Terms and Conditions – Beata Kotowska “Mebella”;
- i) Supplier – Beata Kotowska “MEBELLA” with its registered office in Poznań (postcode: 60-567) at ul. Bukowska 127a, NIP (tax id. No.): 778-011-77-08, REGON (business statistical id. No.): 631540297;
- j) Party – the Supplier or the Customer;
- k) Website – the website operated by the Supplier at [www.mebella.pl](http://www.mebella.pl);
- l) Product – a piece of furniture, particularly a table base or a table top, produced by the Supplier or the production of which the Supplier has obliged themselves to, which may constitute or constitutes the Objects;
- m) Supply Contract – a supply contract or a contract to perform a specific task within the meaning of the Civil Code;
- n) Personal Data Protection Act – the Polish Personal Data Protection Act dated 29 August 1997 (consolidated text: Journal of Laws of 2014, item 1182, as amended);
- o) Order – the Customer’s declaration of intent submitted to the Supplier in writing or via electronic mail or via fax, specifying clearly the type, quantity and price of the Product which the Customer wishes to order, the delivery option for the Product and the Customer’s identification details, aimed directly at making a Supply Contract between the Parties;
- p) Product Query – a query about a Product addressed by the Customer to the Supplier in writing or via electronic mail or via fax or via the Contact Form aimed at establishing contact between the Customer and the Supplier for the purpose of Negotiations of Supply Contract Terms for such a Product.

3.

1. A Product Query and an Order may be submitted only by natural persons at legal age with full capacity to perform legal transactions who are not Consumers, legal persons, organisational units with no legal personality having capacity to perform legal transactions.
2. Submitting a Product Query or an Order by the Customer means that the Customer accepts the General Terms and Conditions.
3. The Supply Contract is made under the Polish law and the General Terms and Conditions.
4. The presentation of Products on the Website is not an offer within the meaning of the Civil Code, including within the meaning of Article 66<sup>1</sup>(1) of the Civil Code.
5. The Parties exclude the application of Article 66<sup>1</sup> of the Civil Code.
6. The presentation of Products on the Website is an invitation to submit Product Queries for the purpose of starting Negotiations of Supply Contract Terms for Products. The mere submission of a Product Query or an Order by the Customer does not result in the immediate conclusion of the Supply Contract.
7. The photographs and descriptions of the Products presented on the Website are for information purposes only. The Customer has no right to any claim whatsoever based thereupon.

4.

1. Services rendered electronically under the General Terms and Conditions consist in enabling the Customer to submit Product Queries using the Contact Form available at [www.mebella.pl/pl/kontakt](http://www.mebella.pl/pl/kontakt).
2. Any and all complaints and comments regarding the Website functionalities should be reported to the Supplier to the email address specified in Clause 1 hereof.
3. The Supplier is not liable for technical issues or limitations occurring in the IT equipment, terminal equipment, ICT system or telecommunications infrastructure used by the Customer which prevent the correct Website use by the Customer.
4. The Supplier is not liable for interruptions in the Website use occurring due to technical reasons, including but not limited to maintenance, inspection, replacement of equipment or any other reason beyond the Supplier's control, and the results of such interruptions.
5. The Supplier reserves the right to suspend temporarily the operation of the Website and to stop operating the Website completely without notifying the Customer in advance and without providing reasons therefor.

5.

The Customer is recommended to have the following items to use the Website: a device allowing for starting a web browser, a web browser configured correctly according to the relevant standards of the ... browser in a version not older than ..., and an active email address.

6.

1. The Customer may send a Product Query to the Supplier:
  - a) in writing to the correspondence address specified in Clause 1 hereof, or
  - b) via electronic mail to the email address specified in Clause 1 hereof, or
  - c) via fax to the fax number specified in Clause 1 hereof, or
  - d) via the Contact Form.
2. The Supplier will send a reply to the Product Query to the Customer.
3. The Parties hold the Negotiations of Supply Contract Terms in writing or via electronic mail or via fax.
4. When the Negotiations of Supply Contract Terms are complete, the Customer may place an Order in the way specified in paragraph (1) of this Clause.
5. An Order must include the following information:
  - a) the type and quantity of the Product which the Customer wishes to order,
  - b) the Product price,

- c) the Customer's identification details, including:
    - for a natural person pursuing business: full name, business name, registered office location and exact address, NIP (tax id. No.), REGON (business statistical id. No.), contact phone,
    - for a legal person or an organisational unit with no legal personality: business name, organisational form, registered office location and exact address, NIP (tax. id. No.), REGON (business statistical id. No.), as well as the full name of a person authorised to represent the Customer, contact phone,
  - d) the Product delivery option and – where the Parties agreed that the Product is to be delivered by a courier at the Customer's costs – the delivery address.
6. The Supplier may ask the Customer to send a copy of the documents confirming the Customer's identification details, in particular a copy of the extract from the Business Register.
  7. By placing an Order the Customer makes an offer to the Supplier to make a Supply Contract for the specific Product. The mere placing of an Order by the Customer does not result in the immediate conclusion of the Supply Contract. The Customer undertakes to wait for a reply to their offer for 3 Working Days.
  8. If the Customer sends an incomplete Order which does not contain all information or documents, the Supplier may request the Customer to complete such information or documents. In such a case, the Order is deemed to have been placed upon the receipt of the missing information and documents by the Supplier. If the Customer fails to provide the Supplier with the missing information and/or documents within 3 days of the date of the Supplier's request in this regard, the Order sent by the Customer is deemed cancelled.
  9. After an Order is placed, the Supplier will notify the Customer of the Order acceptance or of the inability to accept the Order due to the unavailability of the Product or other reasons, within 3 Working Days of the Order placement date. Lack of the Supplier's reply to the Order is not deemed to be the acceptance of the Order (offer).
  10. The Supply Contract between the Parties is made upon the notification of the Customer by the Supplier of the Order acceptance, subject to paragraph (11) of this Clause.
  11. If:
    - a) the Customer places an Order for a non-standard Product, specifically such that has to be produced in a colour other than standard one or with a size other than standard one, or
    - b) the value of the Order exceeds PLN 10,000.00 (ten thousand zlotys only) net,the Supplier may accept the Order only under a condition precedent that they receive from the Customer earnest money at the amount of 40% of the Order value within 3 days of notifying the Customer of the Order acceptance. In such a case, such an Order is deemed to be accepted by the Supplier under the aforesaid condition. The terms of performance of Orders for non-standard Products are from time to time agreed individually with the Customer.

#### 7.

1. If the Supply Contract is made by the Parties, the Customer is obliged to pay the Supplier the price for the ordered Product, including the delivery costs, based on a pro-forma invoice:
  - a) by a wire transfer to the bank account specified in Clause 1 hereof, within 3 days of the date of notifying the Customer by the Supplier of Order acceptance but no later than before the receipt of the Product, or
  - b) in cash to the courier delivering the Product, before the receipt of the Product.
2. In the case referred to in Clause 6(11) hereof, the Customer is obliged to pay the earnest money to the bank account specified in Clause 1 hereof.
3. In case of delay in paying the price or delivery costs, the Customer is obliged to pay the Supplier statutory interest for delays in commercial transactions.

#### 8.

1. The Supply Contract is performed by the Supplier within the time limit agreed by the Parties.

2. The Customer may contact the Supplier on Working Days between 8:00 and 16:00 (8.00 a.m. and 4.00 p.m.).
3. The purchased Product is issued to the Customer with an invoice or a stock issue confirmation.
4. The Supply Contract is deemed performed by the Supplier upon the Issue of the Product, as per Clause 9(2) hereof.
5. Price changes are allowed due to reasons beyond the Supplier's control, such as those provided for ex officio, resulting from a substantial change of exchange rates (exceeding 10%), taxes or customs rates, price increases of raw materials, such as steel, wood, adhesives, varnishes (exceeding 10%), utility prices (exceeding 10%). If this is the case, the Supplier may unilaterally change the content of the Contract by notifying the Customer thereof in writing or via email from the address: mebella@mebella.pl. In case the changed content of the Contract is not accepted, the Customer has the right to rescind this Contract within 3 days of the date of receipt of the relevant Supplier's notice.

9.

1. The Customer may choose from the following Product delivery options:
  - a) collection in person from the Supplier's warehouse located at ul. Mieszka I-go 2, 64-500 Szamotuły, from Monday to Friday between 8:00 and 15:00 (8.00 a.m. and 3.00 p.m.),
  - b) courier delivery to a delivery address specified by the Customer, which must be in Poland.
2. The Product is issued:
  - a) for collection in person – upon the collection of the Product by the Customer themselves or a person authorised by them;
  - b) for courier delivery – upon the moment when the Product is handed over by the Supplier to the courier for the purpose of the Product delivery to the delivery address specified by the Customer.
3. The Product delivery by a courier does not include unloading.
4. Table bases are delivered in ready-to-assemble packages. Screws for the assembly of tops are delivered only if a table base is ordered with the top.
5. Signing a Product issue confirmation or invoice by the Customer or a person authorised thereby means that the Supplier has fulfilled their performance, issued the Product and that the Customer has accepted the Product without reservations, including but not limited to reservations as to the quality and quantity, and that the invoice has been served on the Customer.
6. Upon the issue of the Product, the Product-related benefits and burdens as well as the risk of accidental loss or damage of a thing are transferred to the Customer.
7. The date of receipt of the parcel containing the Product by the Customer depends on the delivery times specified by the courier. The Supplier is not liable for any delays in delivery of the Product, damage, destruction or losing of the Product which occurred from the moment of handing the Product over by the Supplier to the courier.
8. The Customer bears the costs of the Product delivery. The delivery costs depend on the delivery address, the Product mass and size and the delivery option.
9. The delivery costs are included in the invoice.
10. The Supplier will notify the Customer of handing the Product over to the courier for the purpose of delivering it to the address specified by the Customer or of the Product being ready for collection from the warehouse.
11. If the Customer chooses to collect the Product from the warehouse, the Customer is obliged to collect it within 3 days of being informed that the Product is ready for collection. In case the Customer fails to collect the Product within the said time limit, the Supplier has the right to:
  - a) rescind the Supply Contract within 14 Working Days of the date on which the time limit for the Customer to collect the Product lapsed, and/or
  - b) request the Customer to pay liquidated damages of 0.5% of the Order value for each day of the Product storage by the Supplier. The Customer hereby represents that the reserved liquidated

damages are not excessive. The Supplier has the right to seek damages exceeding the value of the reserved liquidated damages.

12. In case the Customer fails to accept the Product delivered by the courier, the Supplier has the right to:
  - a) rescind the Supply Contract within 7 Working Days of the date of returning the Product to the Supplier by the courier, and/or
  - b) request the Customer to pay liquidated damages of twenty times the value of the delivery costs of the Product rejected by the Customer. The Customer hereby represents that the reserved liquidated damages are not excessive. The Supplier has the right to seek damages exceeding the value of the reserved liquidated damages.
13. Regardless of the liquidated damages reserved above, the Supplier may request the Customer to refund to the Supplier the costs of Product storage between the date on which the Product was supposed to be collected and the date on which the Supplier rescinded the Supply Contract or the date on which the Customer actually collected the Product – at the rate of 0.5% of the Order net value per day.

10.

1. The Supplier is liable for the correct functionality and quality of the supplied Products under the terms specified in this Clause. The Parties exclude, however, the Supplier's liability towards the Customer for physical and legal defects of the Products (statutory warranty) governed by Articles 556-576 and 609 of the Civil Code.
2. The Supplier is liable towards the Customer, if the delivered Product has a physical defect.
3. A physical defect is the nonconformity of the delivered Product with the contract. The delivered Product is not in conformity with the contract in particular when:
  - a) it does not have the properties which a thing of this type should have with regard to the purpose specified in the contract or resulting from the circumstances or intended use;
  - b) it does not have the properties the existence of which has been assured by the Supplier to the Customer, including by presenting a sample or specimen;
  - c) it is not fit for the purpose of which the Customer informed the Supplier when making the contract, and the Supplier failed to raise reservations as to such an intended use;
  - d) it has been issued to the Customer in an incomplete condition.
4. The Supplier is liable for physical defects which existed upon the issue of the Product to the Customer or have resulted from a cause which was inherent in the delivered Product at the same moment.
5. The Supplier is exempt from the liability for the Product defects, if the Customer was aware thereof at the moment of the Product issue.
6. The Supplier's liability does not apply to:
  - a) Products for which the Customer failed to pay the full price,
  - b) Products installed or set or used not in conformity with the intended use or the Supplier's recommendations,
  - c) defects arising out of random events or other circumstances beyond the Supplier's control,
  - d) defects arising out of natural wear and tear,
  - e) defects arising during transport,
  - f) mechanical defects of paint coat,
  - g) defects arising out of incorrect assembly,
  - h) defects arising out of the Customer's own modifications,
  - i) defects arising out of incorrect carry of the Product,
  - j) defects arising out of the Product use not in conformity with the Supplier's recommendations,
  - k) defects due to which the price was lowered.
7. The Customer loses their right to report a defect (make a complaint), if they failed to inspect the Product before accepting it and failed to notify the Supplier of a defect found in this way within 3 days of the date

of accepting the Product. The Supplier is liable for physical defects, if a defect is found before the Product is accepted by the Customer.

8. A complaint may be submitted by the Customer only in writing to the address: Mebella Beata Kotowska, 64-500 Szamotuły, ul. Mieszka I-go 2 or via email to: bases@mebella.pl.
9. A complaint must specify at least the following details:
  - a) the Customer's full name, address, email address,
  - b) date of ordering the Product subject to complaint,
  - c) the number of the invoice or the pro-forma invoice,
  - d) the Product subject to complaint,
  - e) the Customer's claim,
  - f) the statement of reasons, including but not limited to a detailed description of the defect and photographic documentation.
10. The Customer is obliged to deliver the Product subject to complaint at their own cost to the address specified in Clause 1 hereof, in the original, undamaged packaging, in a manner securing the Product from damage during transport. The Supplier may exempt the Customer from the obligation to deliver the Product subject to complaint and inspect the Product at a place specified by the Customer.
11. The Customer is obliged to attach a copy of the invoice to the Product subject to complaint.
12. The Supplier will review the complaint within 14 Working Days of the receipt date of the correctly drafted complaint and the Product subject thereto, including a copy of the invoice, and if the Supplier receives a complaint, Product or invoice copy on different days – of the receipt date of the last one of them.
13. The reply to the complaint will be sent to the correspondence address or email address provided by the Customer, as the Supplier thinks fit.
14. If the complaint is accepted, the Supplier will, at their own discretion, repair the Product subject to complaint, or replace the Product subject to complaint with a Product free of defects, or reduce the price.
15. The approximate time limit of the Product repair or replacement is 21 Working Days of the date of sending the reply to the complaint to the Customer, and the Supplier reserves the right to extend this time, if the complaint regards an element the production cycle of which is longer.
16. If the complaint is rejected, the Customer is obliged to collect the Product subject to complaint at their own cost within 14 days of the receipt date of the reply to the complaint.
17. If the Product is not collected by the Customer within the time limit specified in paragraph (16) of this Clause, the Supplier will have the right to request the Customer to pay liquidated damages of 0.5% of the value of the Product stored by the Supplier for each day of storage. The Customer hereby represents that the reserved liquidated damages are not excessive. The Supplier has the right to seek damages exceeding the value of the reserved liquidated damages.
18. If the complaint is rejected, the Customer is obliged to refund to the Supplier the costs of travel, labour and other expenses involved in the complaint examination, including but not limited to the visual inspection of the Product, the examination of the Product or the transport thereof.
19. The Parties exclude the Supplier's liability for any damage incurred by the Customer as a result of the existence of a physical defect, in particular the Supplier is not liable for any damage incurred by the Customer as a result of making the contract without knowing about the existence of the defect, including in particular the Supplier is not liable for any lost profit of the Customer and is not obliged to refund to the Customer the costs of making the contract, collecting, transporting, storing and insuring the Product, or the expenses incurred by the Customer for the Product, or for any damage incurred by the Customer due to the reporting of the defect or complaint procedure described in this Clause, including in particular the Supplier is not obliged to refund the costs of delivery of the Product subject to complaint, packing it, transport, travel and accommodation of the Customer, or to remedy the damage incurred by the Customer in relation to the failure to perform or undue performance by the Customer of a contract made with a third party, in particular due to liquidated damages burdening the Customer.

11.

1. The data controller of the personal details provided by the Customer is the Supplier.
2. The Supplier protects the personal details pursuant to the Personal Data Protection Act and Electronic Service Performance Act.
3. By submitting a Product Query or an Order the Customer represents that all details sent by the Customer in writing to the correspondence address or email address or fax number specified in Clause 1 hereof are true and up to date.
4. The personal details are processed by the Supplier only for the purpose of establishing, agreeing the essence, amending, performing and/or terminating the contractual relation between the Supplier and the Customer which consists in the performance of electronic services and/or the making and performance of a Supply Contract and supply of Products to the Customer as well as for the purpose of documenting the aforesaid contractual relations.
5. For Customers using the service of Product delivery by courier to a delivery address specified by the Customer, the Supplier transfers the collected personal details of the Customers to the extent necessary to effect the delivery to the following entities: 1. JAS- FBG Spółka Akcyjna with its registered office in Katowice (postcode: 40-706) at ul. Kolejowa 17, KRS (National Court Register No.): 0000019000; 2. DPD POLSKA Sp. z o.o. with its registered office in Warsaw (postcode: 02-274) at ul. Mineralna 15, KRS: 0000028368.
6. For Customers applying for a trade credit, the Supplier transfers the collected personal details of the Customers to the extent necessary to insure the transaction to the following entities: Towarzystwo Ubezpieczeń EULER HERMES SA with its registered office in Warsaw (postcode: 00-807) at al. Jerozolimskie 98, KRS: 0000156966.
7. The provision of personal details specified herein is necessary within the meaning of Article 18(1), (2) and (3) and Article 22(1) of the Electronic Service Performance Act.
8. Submitting Product Queries or Orders or making Supply Contracts, which involves the necessity to provide personal details, is voluntary and the data subject makes their own independent decision in this regard.
9. The Customer has the right of access to their personal details and to correct them. The Customer has the right to control the processing of their personal details included in the Supplier's filing system, including in particular the right to request that the data be completed, updated, rectified, temporarily or permanently stopped being processed or be deleted, if they are incomplete, out of date, untrue or have been collected in breach of a statute or have been no longer needed to perform the purpose for which they were collected.

12.

1. The Supplier uses cookies to enable Customers to use the particular Website functionalities, to adapt the Website content to suit the Customer's preferences and to optimise the Website use.
2. Cookies contain configuration information which store data necessary to, among others: ....
3. The personal details stored with the use of cookies are collected only to perform specific functions for the Customer, e.g. to store login. Such details are encrypted in such a way as to prevent unauthorised access.
4. Cookies are accepted by default in the majority of web browsers. The Customer may at any time turn cookies off by the relevant settings of their web browser or modify the browser settings so as to be notified of all instances of sending cookies.
5. If cookies are turned off or the cookies-related browser settings modified, some parts of the Website may not operate properly.

13.

1. The General Terms and Conditions form an integral part of the Supply Contract made by the Parties.

2. By submitting a Product Query or an Order the Customer represents that the General Terms and Conditions have been made available to them in a way enabling them to get, reproduce and fix the content of the General Terms and Conditions with the use of the IT system used by the Customer and that the Customer has read the General Terms and Conditions and accepts the provisions thereof.
3. The relevant applicable regulations of law, including the Civil Code provisions, shall apply to all matters not governed hereby.
4. The Parties unanimously agree the following events to be deemed force majeure if they affect the inability, suspension or delay in the performance of the Objects: war and warlike actions, riots, strikes, acts of authorities, fire, state of natural disaster, substantial (i.e. exceeding 10%) increase of prices of transport or goods or services in the markets, the epidemiological situation related to the SARS-CoV-2 virus causing COVID-19 or a similar disease. The Party affected by a force majeure event should notify the other Party, in writing and without unnecessary delay, of the occurrence of such an event and of the ceasing of such an event. In case of force majeure, no Party is liable for failure to meet their obligations, in particular no Party has the right to seek damages or liquidated damages. If any Party is unable to meet their obligations for 30 days, the other Party may, after the lapse of such a period of 30 days, rescind the Contract, notifying the Party affected by force majeure thereof, in writing and within 7 days.
5. The General Terms and Conditions are made available to Customers free of charge via the Website in electronic form which allows for downloading, saving and printing them.
6. The Customer undertakes to notify the Supplier of any change of their details, including but not limited to the address, email address and fax number. If the Customer's details, including but not limited to the address, email address or fax number, change and the Supplier is not notified thereof to their correspondence address or email address specified in Clause 1 hereof, any information or declaration sent by the Supplier to the Customer as per the last known details of the Customer or to the address or email address or fax number specified by the Customer are deemed effectively served as at the date of sending. The address, email address and fax number specified by the Customer is deemed to be the address, email address and fax number respectively, from which the Customer sent their Product Query or Order or any other message to the Supplier.
7. The Parties deem every person who signs a declaration sent from the Customer's address or email address or fax number to be a person authorised to make declarations on the Customer's behalf.
8. The Customer may not deliver illegal or wrongful content.
9. The Polish law shall apply to Supply Contracts made by the Parties.
10. Any and all disputes arising out of or in connection with a Supply Contract made shall be resolved by a court territorially competent for the Supplier's registered office.