

# General Terms and Conditions of Cooperation FMR

## INTRODUCTION

1. Acting pursuant to Art. 384 § 1 of the Civil Code, FMR establishes these General Terms and Conditions of Cooperation.
2. FMR's general terms and conditions of cooperation apply to sales transactions concluded between FMR - the Contractor and the purchasing entity - the Ordering Party
3. The GTC constitute an integral part of the contract concluded between the Contractor and the Ordering Party, together with the order documents and the Contractor's price lists.
4. Placing an Order by the Ordering Party means accepting these GTC in its entirety.

## §1 Definitions

1. Delivery - physical delivery of the ordered goods to the place indicated by the Ordering Party or performance of the service ordered by the Ordering Party.
2. Contractor/FMR – entity performing the order/delivery/assembly of the order for the Ordering Party
3. Ordering Party - a person or entity placing an order or a person authorized by the Ordering Party to act on its behalf
4. Supplier - Shipping and transport companies - if the delivery is carried out by external companies
5. FMR – Fabryka Mebli Rys Sp. z o. o. based in Polanka
6. GTCC - this document specifying the general terms and conditions of cooperation with Ordering Parties,
7. Agreement - a written commitment of the parties concluded between the Contractor and the Ordering Party to perform the subject of the order / service
8. Order - a document which is the basis for the performance of the service/assembly/delivery of the subject of the contract.

## §2 Orders

1. The Ordering Party commissions the Contractor to perform/deliver goods or services under the Order in writing or in electronic form.
2. The conclusion of the sales contract takes place by placing an order by the Ordering Party and its acceptance by the Contractor, and by accepting by the Ordering Party the terms of order execution drawn up by the Contractor. The conditions for the execution of the order are prepared by the Contractor based on the order sent by the Ordering Party or as a result of mutual arrangements.
3. An order placed by the Ordering Party must include: - data of the Ordering Party (in particular: name and surname or company name and address of residence / registered office, company registration data, telephone number, e-mail address, details of the person authorized to place the order, address of the place of assembly / delivery of the subject of the order), - detailed specification

of the ordered goods/services enabling their execution (in particular technical drawings, characteristics) or identification (e.g. catalogue names for FMR serial goods) - quantity and unit price of the goods/services ordered and the proposed completion date - information whether the Ordering Party will collect the goods on its own (from the Contractor's registered office), or whether the Contractor is to deliver the goods to the Ordering Party and the address to which the goods are to be delivered,

4. The date of completion of the placed order is confirmed by the Contractor and runs from the moment -determining all technical and substantive details necessary for the proper execution of the order - confirmation of the availability of materials necessary to complete the order - advance payment on account of the order At the same time, all the above conditions must be met, unless separate arrangements provide otherwise. - If it is necessary to obtain additional information from the Ordering Party or the Ordering Party wants to make changes after the start of production or after the Contractor purchases or orders the materials necessary for the production, the order completion date is extended each time by the time necessary to obtain such information from the Ordering Party or by the time needed to correcting the order (changes to drawings, materials, etc.). - The deadline for the execution of the order is extended by the duration of the obstacle caused by circumstances beyond the control of the Contractor, for example: problems with the availability or delivery date of materials and components necessary to perform the order, force majeure events, unpredictable transport delays, customs delays, etc.

5. The Contractor shall not be liable for non-performance or improper performance of the contract in a situation where, for reasons beyond his control, in particular due to force majeure, or behavior or actions of the Ordering Party or third parties (including the Contractor's suppliers), the delivery of goods is impossible or excessively difficult.

6. Placing an Order by the Ordering Party means acceptance of these GTC in full and any additional arrangements of the Parties contained in the Order/Agreement.

### **§3 Delivery**

1. The order should be carried out on the terms agreed between the Contractor and the Ordering Party as to the method of delivery, the subject of delivery, its quality and quantity, the price, the date of completion and the place of performance and the conditions for collecting the delivery if the subject of the order does not include assembly.

2. In the case of assembly of furniture by the Contractor, the Ordering Party undertakes to carry out, together with the Contractor (or a person authorized by him), the acceptance of works covered by the Order/agreement. The acceptance will take place on the day of completion of the works or within 7 days from that day in the form of a protocol. If any defects are found, they will be described in detail in the report and removed within 14 days from the date of signing the acceptance report.

3. In the case of delivery of the subject of the order without the assembly service to the place indicated by the Ordering Party, the Contractor undertakes to load or deliver the ordered goods in accordance with the arrangements contained in the order or in the terms of order execution that have been accepted by both parties. The cost of freight shall be charged to the Ordering Party each time - unless the Parties have agreed otherwise. The Ordering Party is obliged to unload immediately upon delivery of the goods.

4. The Contractor shall be liable for the loss or damage of the delivered goods during transport performed by himself or through external companies, until the ordering party starts unloading. From

the moment of commencement of unloading, the Purchaser shall be liable for any damage or loss of the goods. At this moment, the goods are released to the Ordering Party.

5. If the Ordering Party performs the collection on its own (at the Contractor's premises), the responsibility for damage or loss is transferred to the Ordering Party at the moment of commencement of loading. At this moment, the goods are released to the Ordering Party.

6. The parties may agree on the logistical minimum applicable between them. The logistic minimum means the minimum value or quantity of ordered goods for a given place of delivery, at which the Contractor will not charge the Ordering Party a transport fee. In the case of deliveries that do not meet the logistical minimum agreed between the Parties and in the event that the Parties do not agree on the logistical minimum, the Contractor shall charge the Ordering Party a transport fee in accordance with the Contractor's price list.

7. Delivery should be made to the place indicated by the Ordering Party in the order at the expense of the Ordering Party, unless the Order/Agreement provides otherwise.

8. Acceptance of Delivery will require the Ordering Party to complete the following documents: a) in the case of deliveries of goods - by signing the receipt document on proof of delivery WZ, CMR b) in the case of services - by signing a document confirming the receipt of the service performed service-receipt protocol

9. If, due to the type of packaging or the quantity of goods, it is not possible to perform an immediate quality control of the delivered goods, the quality acceptance shall be carried out at the seat of the Ordering Party or at the place of destination not later than 3 days from the date of delivery of the goods, with the participation of an authorized representative of the Contractor. This does not release the Ordering Party from the obligation to collect the goods in quantity at the time of their release.

10. The signing of the WZ document or the bill of lading by the Ordering Party or a person indicated by him as authorized to collect the goods means acceptance of the subject of sale without reservations in terms of quantity. The signature under the receipt document should be legible and enable identification of the recipient by name.

11. Each person indicated by the Ordering Party as receiving the goods is treated as authorized to collect the goods and sign the acceptance documents on behalf of the Ordering Party. The person collecting the goods on behalf of the Ordering Party shall be indicated via e-mail.

12. If the Ordering Party does not indicate the collecting person, it is considered that each person signing the acceptance document in the place indicated by the Ordering Party is authorized by him to collect the goods on his behalf.

13. The contractor has the right to charge additional fees for special packaging of glass and elements requiring special treatment. The price of these packages, the rules of settlement or possible return will be agreed between the Parties at the stage of agreeing the conditions order fulfillment.

14. The Contractor has the right to charge the Purchaser with storage costs in the amount of 3% of the value of the goods for each commenced week of storage, if the Purchaser delays the collection for reasons beyond the control of the Contractor.

15. If the Ordering Party fails to unload on time, the Contractor may unload at the Ordering Party's risk, charging it with the costs, or, at its own discretion, may return with the goods to the Contractor's headquarters, charging the Ordering Party with additional transport and unloading costs and the costs of reloading the goods. In such a situation, the Ordering Party is obliged to collect the

goods on its own at the Contractor's premises, a The Contractor has the right to charge the Ordering Party with storage costs in the amount of 3% of the value of the goods for each commenced week of storage.

#### **§4 Payment deadline**

1. Payment for delivered goods or services is made on time --40% of the order value within 3 days from the date of placing the order by the Ordering Party on the basis of a proforma invoice issued by the Contractor, -40% of the order value 3 days before delivery / assembly / based on a partial invoice issued by the contractor for the order, -20% within 14 calendar days from the date of issuing the final invoice to the order Unless separate written arrangements state otherwise. A trade limit is set for the Ordering Party in the amount specified in the Order/Agreement. Exceeding the limit in the issued and unpaid documents results in suspending the execution / delivery of the subject of the order or the performance of the service and the execution of subsequent orders The payment is deemed to have been made when the amount due is credited to the bank account appropriate for the Contractor specified in the settlement documents.

2. The remuneration shall be paid to the Contractor's bank account specified in the settlement documents.

3. The Contractor declares that this bank account is a bank account related to the economic activity conducted by the Contractor and is included in the list of VAT taxpayers. Failure to pay within the time limit specified in the FV will entitle the Contractor to charge statutory interest for the delay, as well as to terminate or terminate this agreement.

4. In the event of failure to pay the due date, the Contractor has the right to suspend the execution of subsequent orders of the Ordering Party or execute them on a 100% prepayment basis and additionally make all invoices payable immediately, including those whose payment dates have not yet expired.

#### **§5 Furniture storage and use instructions.**

1. Wooden, veneered and wood-based furniture (chipboards, MDF, HDF, cellular boards) should be used in accordance with their function and purpose. In particular, it is not allowed to sit on parts of the furniture that are not intended for this purpose (e.g. headrests, armrests, shelves) or overloading movable parts (e.g. doors).

2. Furniture should be used in closed and dry rooms. They should not be exposed to weather conditions. In the rooms, the temperature should be maintained within the range of 10-35°C and the relative humidity of the air within the range of 40-70%.

3. Furniture should be placed on a stable, well-leveled surface.

4. Hot, damp or frozen items and dishes must not be placed on the surface of the furniture.

5. Furniture should be kept at a safe distance (not less than 1 m) from heat sources such as heaters, stoves, fireplaces.

6. Avoid exposing furniture to long-term contact with moisture and steam.

7. Do not use hard or sharp objects or cloths to remove dirt.

8. The furniture should be cleaned of dust and maintained with means only intended for this purpose, with a soft cloth along the so-called jars. The fabric can be soaked with water with a mild detergent (e.g. dishwashing liquid or glass cleaner with a small amount of alcohol - no ammonia).
9. Avoid flooding the surface with chemicals, oils, acids or alcohol. This may cause permanent damage or discoloration of the surface.
10. Furniture constructions may not be subjected to impacts, shocks, displacement (pushing, shifting) or any other form of exceptional loads. They should also not provide temporary support for any elements.
11. If it is necessary to move or move furniture, it should be done by lifting and placing the furniture in a new place. Avoid sliding the furniture across the floor, as it may damage min. feet and height adjusters.
12. Avoid lifting the furniture by the upper rims or tops, as it may tear it off the body of the furniture.
13. Before moving the furniture, empty it of all items and dismantle or secure all movable elements of the furniture structure, e.g. shelves, drawers, fronts, etc.
14. If the structure of the furniture is fixed - do not attempt to move it
15. Movable parts of the furniture (e.g. doors, drawers, pull-out shelves) should not be left open (pulled out) unnecessarily, which may damage the furniture and threaten the safety of users.
16. It is unacceptable to climb, suspend or climb and sit down (pressing) on furniture structures.
17. A self-supporting ladder should be used to remove goods from the upper floors of the furniture.
18. Do not overload the furniture, as it may cause permanent damage. In particular, if a load element (e.g. a shelf) is bent, the load must be reduced immediately.
19. It is recommended to arrange the goods in such a way that the load on all elements is evenly distributed, avoiding overloading one of the sides. The rule applies to both hooks, clothes rails, shelves and all other elements of equipment.
20. The goods cannot protrude beyond the surface/volume of the storage part.
21. In the case of storing furniture delivered to the Ordering Party intended for self-assembly or assembly by external companies, the conditions as in point 1-21 §5, In addition, until the furniture is installed, it should be stored in dry rooms (as specified in point 2, §5), without exposure to weather conditions, on the pallets on which it was delivered or surfaces free of dirt, chips, garbage and other elements whose presence poses a risk of scratching or damaging the furniture. During storage and assembly, it is forbidden to store furniture and its elements directly on concrete floors, especially if the object or its part is still under construction, renovation or finishing. Furniture and elements should not be leaned against walls and other furniture and elements to avoid damage. Do not leave any objects, tools or elements that may cause damage on the furniture and its elements. Installation should be carried out by authorized persons with appropriate qualifications, in accordance with the technical specification, design, also as to the intended use, and the art of carpentry.

## **§6 Terms of warranty and complaints**

1. The Contractor/Guarantor grants a 24-month warranty for furniture and devices made/installed, with the exception of orders to which separate written arrangements between the Contractor and the Ordering Party refer, if any.
2. Claims under the guarantee shall be submitted by the Ordering Party to the Contractor/Guarantor
3. When submitting a complaint, the Ordering Party is obliged to submit a correctly completed warranty card and/or proof of purchase.
4. A complaint must be submitted in writing and should contain a detailed description of the defect.
5. The Ordering Party loses the rights provided for by the guarantee, if it does not notify the Contractor of this fact within 14 calendar days from the discovery of the physical defect.
6. If necessary, the Contractor/Guarantor has the right to inspect the premises of the Ordering Party in order to verify the legitimacy of the complaint. For this purpose, the Contractor/Guarantor arranges with the Employer the date of the site visit on working days. Lack of cooperation between the Ordering Party and the Contractor/Guarantor in the scope of arranging the date of the inspection or preventing the inspection on the agreed date results in the loss of rights under the guarantee. The same rules apply to the visit of the representative of the Contractor/Guarantor in the premises of the Ordering Party in order to disassemble, assemble the element or remove the defect.
7. The Purchaser will be notified of the acceptance of the complaint by the Contractor/Guarantor - in the event of an inspection of the furniture, immediately after its completion by making an entry in the inspection report. In other cases, this will be done within 14 working days of reporting the defect by the Purchaser.
8. Complaint repairs will be carried out within no more than 30 working days from the date of recognition of the complaint as justified, unless there are circumstances that prevent the removal of the defect within this period (waiting time for spare parts/elements, technological process required to remove the defect, force majeure or separate arrangements between the Employer and the Contractor)
9. The guarantee is granted for furniture, furniture elements, equipment elements after making 100% payment for the purchased goods / subject of the contract / contract.
10. The warranty does not cover defects, shortages and damage to furniture resulting from - natural wear and tear, - improper or inconsistent use of the subject of the order/agreement. - improper or careless transport or handling of furniture, - fortuitous events and force majeure - assembly errors - fault of the assembly team, if the assembly is not carried out by FMR - lack of care or care inconsistent with the rules of furniture care, - using products not intended for furniture care - due to discoloration of furniture or furniture elements exposed to prolonged exposure to sunlight, chemicals or other agents that may cause them - repair or alteration of furniture made by or on behalf of the Ordering Party - defects and damage, as a result of which the price of the furniture was reduced -differences in profiles and shades resulting from the characteristics of the natural raw materials from which the furniture was made. - damage and faults caused by animals
11. Due to the production processes and the variety of product batches, there may be slight differences in color shades, even if several pieces of the same product are purchased

12. The completeness of furniture, furniture elements, equipment elements being the subject of the order/delivery in terms of quantity and quality, and glass elements should be checked upon receipt of the furniture in the presence of the supplier or assembly team if the assembly is also the subject of the order placed with the Contractor. In the event of any defects in the furniture or packaging, the Contractor must be notified in writing immediately, no later than 2 days from the date of receipt of the subject of the order, attaching a detailed description of the damage and photos of the damaged subject of the order and its packaging.

13. Invisible mechanical damage (no damage to the packaging) should also be reported within 2 days from the date of purchase. In this case, the Ordering Party should keep and present the original packaging at the contractor's request in order to exclude any possible transport damage under pain of refusal to exercise the rights resulting from the guarantee

14. Defects not covered by the warranty will be removed for a fee.

15. The risk of damage or loss of items caused by the Ordering Party or third parties is transferred to the Ordering Party upon bringing them to the premises indicated by the Ordering Party or collecting the subject of the order delivered by external forwarding and transport companies confirmed by the Ordering Party or persons accepting the delivery on behalf of the Ordering Party by signing the WZ transport documents, CMR, except for damages caused by the Contractor during delivery or assembly, or drawing up a damage report of the received subject of the order in the presence of the supplier and meeting the conditions points 12 and 13 §6 of these GTC.

## **§7 General provisions**

1. The GTCC specify the rules of cooperation with FMR, including, in particular, the rules for placing Orders, executing Deliveries, payments and prices.

2. Oral orders as well as arrangements regarding changes and additions to written orders submitted by the Ordering Party require written confirmation.

3. Upon conclusion of the contract by the parties, any change to the terms of the contract requires the consent of the other party.

4. Acceptance of the provisions of the GTC by the Ordering Party is tantamount to acceptance of the identical provisions in the Agreement/Order.

5. If the Ordering Party withdraws from the contract for reasons not attributable to the Contractor, the Contractor is entitled to demand payment of a contractual penalty in the amount proportional to the amount of costs incurred for the execution of this Order/Agreement.

6. The Contractor reserves the ownership of the items/subject of the order referred to until the full price is paid for them.

7. In any matters not regulated in the contract or the GTCS, the provisions of Polish law shall apply.

8. Any disputes arising from the cooperation between the Contractor and the Ordering Party will be settled by the court competent for the seat of the Contractor.

