

REGULATIONS OF THE WHOLESALE COMPANY

Regulations of MAXY.PL Internet Store

Applies to B2B (business-to-business) sales

I. GENERAL PROVISIONS

1. MAXY.EU is an online store run by ISO TRADE Spółka z o.o., Gniewomierz 173, 59-241 Legnickie Pole, Poland
Sąd Rejonowy dla Wrocławia-Fabrycznej we Wrocławiu, IX Wydział Gospodarczy KRS
KRS: 0000947722, VAT NUMBER: 6912559326, REGON: 521121810, Registered Capital
15 175 000 PLN.
2. These Regulations specify the principles of operation of the Online Store and are addressed solely to entrepreneurs, i.e. natural persons, legal persons or organizational units without legal personality, to which the law grants legal capacity, conducting business or professional activity on their own behalf and performing a legal action directly related to their business or professional activity.
3. The Seller via the Internet Store only makes wholesale sales to Customers.
4. By using the services of the Online Store, you accept these Regulations.
5. The Seller reserves the right to modify the technical method of implementing the functionality of the Online Store, according to the scope and conditions resulting from the rights held, as well as according to the technical possibilities.
6. The terms used in the Regulations shall mean:
 - **Goods** - a movable item, being the subject of the Sales Agreement.
 - **Sales agreement** - means a sales contract concluded remotely, on the terms set out in the Regulations, between the Customer and the Seller.
 - **Order** - Customer's declaration of intent, aimed directly at concluding a Distance Sale Agreement via the Online Store or by phone.
 - **Business Day** - one day of the week from Monday to Friday excluding public holidays.
 - **Registration form** - a form available in the Online Store that allows you to create an Account.
 - **Order form** - an interactive form available at the Online Store that allows for placing an Order, in particular by adding Goods to an electronic shopping cart and determining terms of the Sales Agreement, including method of payment.
 - **Customer** - a natural person, a legal person or an organizational unit that is not a legal person and to which the law grants legal capacity, conducting business or professional activity in its own name and performing a legal action directly related to its business or professional activity.
 - **Account** - means an individual panel for each Customer, launched on his/her behalf by the Service Provider, after the Customer registers and concludes an Account maintenance contract.
 - **Regulations** - these Online Store regulations.

- **Online shop** - the Service Provider's online store available at the internet address: www.maxy.pl.
 - **Seller, Service Provider** - ISO TRADE Spółka z o.o., Gniewomierz 173, 59-241 Legnickie Pole, Poland
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KRS: 0000947722, VAT NUMBER: 6912559326, Registered Capital 15 175 000 PLN.
 - The information contained on the website of the Online Store does not constitute an offer by the Seller within the meaning of the Civil Code, but only an invitation to customers to submit offers to conclude a sales contract.
7. All rights to the Online Store, including proprietary copyrights, intellectual property rights to its name, its Internet domain, as well as to patterns, forms, logotypes and photographs placed on the Online Store website (except for certain logotypes and photographs presented in the Online Store for the purpose of presentation of goods, the copyrights to which belong to third parties) belong to the Service Provider.
 8. It is forbidden to resell the purchased Goods on the Internet trading platforms indicated by the Seller, such as allegro.pl, empik.pl, amazon, ebay, kaufland.de, hood.de.

II. ORDERS

1. The Customer may place an Order for selected Goods in the Online Store or by phone. The contract of sale shall be concluded upon receipt by the Customer of an e-mail with the wording Confirmation of receipt of the Order, subject to pt. 11 below.
2. In order to conclude a Sales Agreement in the Online Store, select the Product available in the Online Store and place an Order, taking further technical steps based on the information displayed in the Online Store.
3. Placing an Order is possible after accepting the Regulations and the Privacy Policy.
4. Information about the availability of a Product is always given next to the Product or during the contact with the Customer.
5. The Seller may inform the Customer about the status of the Order, e.g. via e-mail or SMS.
6. The order will be processed, subject to the availability of the Goods. In the event of unavailability of the Goods, the Customer will be immediately informed about the waiting time for the implementation of the Order, with a request to confirm the will to continue their implementation or to cancel the Order due to the permanent lack of the Goods.
7. The Seller issues invoices in the Online Store in electronic form in PDF format and sends the Customer to the e-mail address provided in the Online Store within 7 days from the date of purchase.
8. Orders are processed on a first-come, first-served basis until supplies last.
9. The Seller is not responsible for orders not completed due to technical reasons (malfunction of systems, networks, etc.), but after identifying the error will make every effort to fix it.

10. The condition for the execution of the Order is the presence of the goods in the warehouse and/or at the Seller's suppliers.
11. The Customer placing an order by phone uses the telephone number provided by the Service Provider on the Online Store website. When placing an order by phone, the Customer shall provide the Service Provider with the name of the Goods from among the Goods displayed on the Store's Website and the quantity of the Goods he/she wishes to order. Then, after completing the whole Order, the Customer specifies the method and address of delivery and method of payment, as well as indicates his or her e-mail address for the purpose of confirming the Order. Each time the Customer places an Order by phone, the Customer is informed about the data of the Seller with whom the Sales Agreement will be concluded, about the total price of the selected Good and the total cost of the selected delivery method, as well as about all additional costs that s/he is obliged to incur in connection with the Sales Agreement. . The Order is placed in real time, i.e. during a telephone call. At this moment, the Sales Agreement is concluded.

III. METHOD AND DATE OF PAYMENT OF THE PRICE

1. The Online Store provides both net and gross prices (including VAT). The price posted in the Online Store does not include VAT, if the sales contract is subject to the reverse VAT charge mechanism; in this case, the Customer is obliged to settle the VAT on the terms specified in generally applicable law.
2. The price given for each product is binding from the moment the Customer places the Order.
3. The online store provides the Customer with the following payment methods:
 - o 3a Payment in cash upon personal collection.
 - o 3b Payment by bank transfer to the Seller's bank account, appropriate for the currency in which the buyer received the proforma. Account numbers (PLN, EUR, CZK) can be found on the proforma sent by e-mail from the address b2b@maxy.eu
4. The customer who chose the payment in the manner referred to in point 3b above is obliged to make the payment within 7 calendar days from the date of receipt of the proforma.
5. In the absence of payment within the time limit referred to in point 4 above, the Seller shall cancel the order placed by the Customer.

IV. COST, METHODS AND TIME OF DELIVERY AND COLLECTION OF THE PRODUCT

1. The Seller delivers the Goods also outside the territory of the Republic of Poland - the costs are determined on the basis of the price list of international shipments. The total cost of delivery will be indicated after placing the Order in the proforma sent by our employee from the e-mail address b2b@maxy.eu
2. Delivery of the ordered goods in Poland takes place by own transport or by DPD courier. The delivery costs in Poland are free of charge for orders with a value higher than 1000 PLN. In other countries, the minimum order value is EUR 120 net, and delivery costs are calculated in accordance with the price list: <https://www.maxy.pl/Price-list-of-EU-shipments-ccms-eng-25.html>

3. Personal collection of the Goods by the Customer is free of charge.
4. The Seller provides the Customer with the following methods of delivery or collection of the Goods:
 - Courier service,
 - Pallet shipment.
 - Personal collection available at the address: Gniewomierz 173, 59-241 Legnickie Pole, Poland - on Business Days from 07:00 a.m. to 03:00 p.m.
5. The Product shall be delivered to the Customer within 7 Business Days, unless a shorter period is specified in the description of the Goods or during the Order placement process. In case of an Order of Goods with different delivery dates, the delivery date shall be the longest specified date, which cannot, however, exceed 7 Business Days. The beginning of the period for delivery of the Goods to the Customer is calculated as follows:
 - if the Client chooses a method of payment by bank transfer, electronic payment or payment card - from the date of crediting the bank account or settlement account of the Seller;
 - in case the Customer chooses cash on delivery payment method - from the date of conclusion of the Sales Agreement.
6. In case the Client chooses personal collection of the Goods, the Goods shall be ready for collection by the Client within 7 Business Days from the date of conclusion of the Sales Agreement, unless a shorter term has been specified in the description of a given Goods or during placing the Order. In the case of Goods with different dates of readiness for acceptance, the date of readiness for acceptance shall be the longest date given, which, however, shall not exceed 7 business days. The Customer will be additionally informed by the Seller about the readiness of the Goods for collection. The beginning of the period when the Goods are ready for collection by the Customer is calculated as follows:
 - if the Client chooses a method of payment by bank transfer, electronic payment or payment card - from the date of crediting the bank account or settlement account of the Seller;
 - if the Customer chooses cash on delivery - from the date of conclusion of the Sales Agreement.

V. WARRANTY

1. The Seller provides the delivery of the Goods free from physical and legal defects. The Seller shall be liable to the Customer if the Goods have a physical or legal defect (warranty).
2. If the Goods have a defect, the Customer may file a complaint with the Seller under the warranty for defects.
3. The seller is liable under the warranty if a physical defect is discovered before the expiry of two years from the date of issue of the item to the buyer.

4. In sales between entrepreneurs, the buyer loses his rights under the warranty if s/he did not examine the item in the time and manner usual for such type of items and did not notify the seller of the defect immediately, and if the defect became apparent only later - if s/he did not notify the seller immediately after its discovery.
5. In order to submit a complaint, the Customer should fill in the appropriate form on the Online Store website, send information about this fact by letter or via e-mail to the address maxyserwis@iso-trade.eu or communicate by phone with the Seller on this matter. The notification shall specify a defect that the Customer considers the Goods to have and, if possible, document the said defect. Within 30 days of receipt of the notification, the Seller shall respond to the notification and, if the notification is justified, take action to remove the identified defect.
6. Transport of goods claimed under the warranty is carried out at the expense of the Seller through a courier company of his/her choice, unless the Seller informed that the goods will be collected by him/her or a person authorized by him/her. The Seller does not accept shipments sent back cash on delivery. **Address for shipping complaint packages: Gniewomierz 173, 59-241 Legnickie Pole, Poland**
7. The Store is not responsible for shortages or quantitative surpluses of the delivered Goods in packages originally closed in China and unpackaged and not opened by the Store. In this regard, the Store's liability under warranty for defects is excluded.

VI. WITHDRAWAL FROM THE SALES CONTRACT

4. The Customer is not entitled to withdraw from the Sales Agreement.

VII. ELECTRONIC SERVICES IN AN ONLINE STORE

1. The Service Provider provides the Customers with free electronic services: Account management, Order form, contact form and Newsletter.
2. The Service Provider reserves the right to choose and change the type, form, time and method of granting access to selected mentioned services, about which s/he will inform the Customers in a manner appropriate to the amendment of the Regulations.
3. Account management service - the use of the Account is possible after the service recipient has completed two consecutive steps - (1) completing the Registration Form, (2) clicking the "Register an account" field. In the registration form, it is necessary for the service recipient to provide the following data: name and surname/company name, address (street, house/flat number, zip code, city, province, country), e-mail address, contact telephone number, tax identification number and password.
4. The Account service is provided free of charge for an indefinite period of time. The Service Recipient may, at any time and without giving any reason, delete the Account (resign from the Account) by sending an appropriate request to the Service Provider, in particular via e-mail to the following address: b2b@maxy.eu or in writing to the following address: Gniewomierz 173, 59-241 Legnickie Pole.
5. Order form - the use of the Order Form begins when the Customer adds the first Product to the electronic basket in the Online Store. The Order is placed after the Customer completes two consecutive steps - (1) after filling in the Order Form and (2) after clicking the "Confirm order" button on the Online Store's website after filling in the Order Form - until this point the Customer may modify the data entered (for this purpose, follow the

messages displayed and information available on the Online Store's website). In the Order Form it is necessary for the Customer to provide the following details concerning the Customer: name and surname/company name, address (street, house/flat number, postal code, town, country), e-mail address, contact phone number, NIP number and details concerning the Sales Agreement: Product(s), quantity of Product(s), place and method of delivery of Product(s), method of payment.

6. The Order Form service is provided free of charge and is of a one-off nature and ends when the Order is placed through it or when the service recipient ceases to place the Order through it.
7. The Contact Form service consists in sending a message to the Service Provider by means of a form placed on the Store's website.
8. Resignation from the free of charge Contact Form service is possible at any time and consists in ceasing to send inquiries to the Service Provider.
9. Newsletter - using the Newsletter is possible after providing in the "Newsletter" tab visible on the Online Shop website name and e-mail address, to which next editions of the Newsletter are to be sent and clicking on the "Sign up" field, and then confirming the intention to subscribe to the Newsletter by clicking on the confirmation link sent automatically to the e-mail address provided. You can also subscribe to the Newsletter by selecting the appropriate checkbox when creating an Account - upon creating the Account, the Service Recipient is subscribed to the Newsletter.
10. Newsletter Electronic Service is provided free of charge for an indefinite period of time. The Service Recipient has the opportunity, at any time and without giving any reason, to unsubscribe from the Newsletter by sending an appropriate request to the Service Provider, in particular via email to the following address b2b@maxy.eu or in writing to the following address: Gniewomierz 173, 59-241 Legnickie Pole.
11. Technical requirements necessary for cooperation with the ICT system used by the Service Provider: (1) a computer, laptop or other multimedia device with Internet access; (2) access to electronic mail; (3) web browser: Mozilla Firefox version 17.0 and higher or Internet Explorer version 10.0 and higher, Opera version 12.0 and higher, Google Chrome version 23.0. and higher, Safari version 5.0 and higher, Microsoft Edge version 25.10586.0.0 and higher; (4) recommended minimum screen resolution: 1024x768; (5) enabling cookies and Javascript support in the web browser.
12. The Service Recipient is obliged to use the Online Store in a manner consistent with the law and morality, taking into account respect for personal rights, copyrights and intellectual property of the Service Provider and third parties. The Service Recipient is obliged to enter data in accordance with the facts. The Service Recipient is prohibited from providing unlawful content.
13. The Service Provider is entitled to block access to the Account and free services if the Customer acts to the detriment of the Service Provider or the Seller. The action may consist in particular in the violation of the law or the provisions of the Regulations by the Customer, and also when blocking access to the Customer Account and free services is justified by security reasons - in particular: the Customer breaking the security of the Store's website or other hacking activities. The blocking of access to the Account and free services for the aforementioned reasons shall continue for the period necessary to

resolve the issue giving rise to the blocking of access to the Account and free services. The Service Provider notifies the Customer about blocking access to the Account and free services by electronic means to the address provided by the Customer in the Registration Form.

VIII. TERMINATION OF THE AGREEMENT FOR THE PROVISION OF SERVICES BY ELECTRONIC MEANS AND COMPLAINTS

1. Both the Customer and the Service Provider may terminate the contract for the provision of electronic services at any time and without giving reasons, subject to the rights acquired by the other party before the termination of the above-mentioned agreement and the provisions below.
2. The Customer who has registered terminates the contract for the provision of electronic services by sending to the Service Provider an appropriate declaration of will, using any means of distance communication that allows the Service Provider to read the Customer's declaration of intent.
3. The Service Provider terminates the contract for the provision of electronic services by sending to the Customer an appropriate declaration of will to the e-mail address provided by the Customer during registration.
4. The Customer may submit a complaint to the Service Provider in connection with the use of free services provided electronically by the Service Provider. The complaint may be submitted in electronic form. In the complaint, the customer should include a description of the problem. The Service Provider shall immediately, but not later than within 14 days, consider complaints and provide the Customer with a reply.

IX. FINAL PROVISIONS

1. The Seller has the right to limit the available payment methods, including requiring a prepayment in whole or in part, regardless of the method of payment chosen by the Customer and the fact of concluding the Sales Agreement.
2. Upon the release of the Goods by the Seller to the carrier, the benefits and burdens related to the Goods and the risk of accidental loss or damage to the Goods are transferred to the Customer. In such a case, the Seller shall not be liable for any loss, defect or damage to the Goods arising from its acceptance for transport until it is delivered to the Customer and for delay in transporting the shipment.
3. The liability of the Service Provider or the Seller towards the service recipient or the Customer, regardless of its legal basis, is limited - both as part of a single claim, as well as for all claims in total - up to the amount of the price paid and delivery costs under the Sales Agreement, but no more than up to five hundred zlotys. The Service Provider or the Seller shall be liable towards the service recipient or the Customer only in the event of deliberate damage and shall not be liable for the lost benefits in relation to the recipient or the Customer.
4. Any disputes arising between the Seller or the Service Provider and the Customer or the Service Recipient shall be submitted to the court having jurisdiction over the seat of the Seller or the Service Provider.
5. The content of these Regulations may be recorded by printing, saving on a carrier or downloading at any time from the Store's Website.

6. The Service Provider reserves the right to amend these Regulations. All contracts for the provision of electronic services concluded before the date of entry into force of the new Regulations are implemented on the basis of the Regulations that were in force on the date of conclusion of the contract for the provision of electronic services. The amendment to the Regulations comes into force within 7 days of publication on the Online Store website. The Service Provider will inform the Customer 7 days before the entry into force of the new Regulations about the change in the Regulations by means of an e-mail message. If the Customer does not accept the new content of the Regulations, s/he is obliged to notify the Service Provider of this fact, which results in the termination of the contract in accordance with the provisions of point 8 of the Regulations.