

RULES AND REGULATIONS FOR THE CONCLUSION OF DISTANCE CONTRACTS

1. DEFINITIONS

- 1.1. **Mikomax** – **Mikomax Spółka z ograniczoną odpowiedzialnością spółka komandytowa (*limited partnership*)** with its registered office in Łódź (ul. Dostawcza 4, 93-231 Łódź) registered in the Business Register of the National Court Register kept by the District Court for Łódź-Śródmieście in Łódź, XX Commercial Division of the National Court Register under KRS number 0000338816, Statistical Number (REGON): 100761902, Taxpayer Identification Number (NIP): 7282735086
- 1.2. **Client** - any natural person, legal person or an organisational unit which is not a legal person, to whom specific provisions grant legal capacity, which places a Purchase Order in the Online Store and concludes a Sales Agreement with Mikomax.
- 1.3. **Consumer** – a natural person concluding a legal transaction with Mikomax which is not directly related to their business or professional activity.
- 1.4. **Basket** – a system tool enabling the Clients to make purchases in the Online Store, in particular allowing them to gather selected offers in one place for the purpose of placing a collective Purchase Order.
- 1.5. **Entrepreneur** – a natural or a legal person or other organisational unit without legal personality, pursuing business or professional operations in their own name.
- 1.6. **Regulations** – these Rules and Regulations.
- 1.7. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- 1.8. **Website** – an online service maintained by the Controller at the following address www.justbooth.com, constituting a collection of all data, information, content, functionalities, and services available through the website at www.justbooth.com, allowing to place calls for tender for available Goods and Services.
- 1.9. **Goods and Services** - products presented or offered on the Website by Mikomax: office furniture and acoustic booths.
- 1.10. **Sales Agreement (Agreement)** - an agreement for the sale of the Goods or Services, made between Mikomax and the Client, concluded at a distance.
- 1.11. **Services** - services presented or offered on the Website by Mikomax: Goods assembly or installation services. The provisions of the Regulations relating to the Goods shall apply respectively to the Services.
- 1.12. **User** – any natural person visiting the Website or using one or more of the services or functionalities described in the Policy.

- 1.13. Product Inquiry** - a statement of the Client's intent, constituting a call for tender sent directly to Mikomax, specifying in particular the type and quantity of the Goods or Services and the manner of completing the Purchase Order.
- 1.14. Tender** – means a tender within the meaning of Article 66 of the Civil Code of 23 April 1964 (Journal of Laws 2017.459, consolidated text) for the conclusion of a Sales Agreement of the Goods indicated in the Product Inquiry and pursuant to the terms and conditions specified therein.
- 1.15. Purchase Order** – means the Goods or Services subject to the Sales Agreement and specifies in particular the type and quantity of the Goods or Services and the manner of completing the Purchase Order.

2. GENERAL TERMS AND CONDITIONS OF USE OF THE WEBSITE

- 2.1.** The Website is of an informative nature and serves the purpose of presenting the Website's assortment. The Website also provides an opportunity for the Clients to place Product Inquiries and conclude Agreements with Mikomax.
- 2.2.** Although the Regulations allow for the use of the Website by the Consumers, the services, and functionalities provided through the Website are dedicated exclusively for Entrepreneurs.
- 2.3.** The Regulations specify the type and scope of services provided electronically on the Website, terms and conditions of concluding and terminating Agreements, rules of using the Website by the Users, as well as rules of using additional functionalities thereof.
- 2.4.** A person placing a Product Inquiry on behalf of an Entrepreneur or accepting a Tender on behalf of an Entrepreneur represents, subject to legal consequences, to be fully authorised to act on behalf of a given Entrepreneur, either as an independent Entrepreneur or as holder of a power of attorney, commercial proxy, partner in a partnership or a body of a capital company or other legal person. Such a person shall be liable for the inaccuracy of the above representation and for any damage to Mikomax's assets caused by their actions.
- 2.5.** The User shall provide true and correct data, in particular those necessary to complete the Product Inquiry, conclude the Sales Agreement and identify the User.
- 2.6.** The use of the Website is possible provided that the information and communication system used by the User meets the following minimum technical requirements:
 - 2.6.1.** A computer or a mobile device with Internet access;
 - 2.6.2.** Chrome web browser version 58 or later, Edge version 14 or later, Firefox version 54 or later, Safari version 10 or later, Opera version 55 or later;
 - 2.6.3.** activation of Cookies and Javascript in your web browser;
 - 2.6.4.** installed program for reading PDF files.
- 2.7.** There are no fees or charges imposed for using the Website.

- 2.8. The User is obliged to use the Website in accordance with the applicable law and good practice, taking into account personal rights and intellectual property rights, in particular copyright of Mikomax or third parties.
- 2.9. The User is obliged not to take any actions that would affect the proper functioning of the Website. In particular, it is prohibited to interfere in any way with the content of the Website.
- 2.10. It is prohibited for the User to distribute illegal content using the Website.

3. PLACING PRODUCT INQUIRIES ON THE WEBSITE

- 3.1. Product Inquiries may be placed on the Website only through the Website.
- 3.2. The goods offered for sale and available for subsequent purchase under a Purchase Order are marked with a button "ASK ABOUT A BOOTH".
- 3.3. The Client selects the Goods and their quantity, then confirms the choice with the "ADD TO BASKET" button. The "Basket" window displays the number of items selected by the Client, their unit price, value and total value of all Goods subject to the Product Inquiry. The Client may add further Goods to the Basket or increase or decrease the number of such items.
- 3.4. After adding all the selected Goods to the Basket and determining all parameters of the Product Inquiry, the Client indicates the delivery method, and delivery address. At this stage, the Client also receives information on delivery and assembly costs. At this stage, the Client may also verify the contents of their Basket and introduce changes (if any).
- 3.5. The Client places the Product Inquiry from the level of the Basket, having determined all the parameters specified in Clause 3.4, as well as using the "ASK ABOUT A BOOTH" button.
- 3.6. By placing a Product Inquiry on the Website, the Client:
 - 3.6.1. represents to have read the Regulations,
 - 3.6.2. represents that they meet the conditions required to use the Website laid out in the Regulations,
 - 3.6.3. places with Mikomax a call for Tender for the Sales of the Goods indicated in the Product Inquiry pursuant to the terms and conditions specified in the Product Inquiry and in these Regulations.
- 3.7. Once the Client has successfully placed the Product Inquiry, it is forwarded to Mikomax.
- 3.8. Upon receipt of the Product Inquiry, Mikomax sends a prepared Tender in a separate e-mail sent to the Client. As of this moment, Mikomax is bound by the Tender. The Tender is valid for 7 (seven) days.

- 3.9.** Where the Client wishes to conclude the Sales Agreement on the terms and conditions specified in the Tender, the Client shall be obliged to accept the tender by replying to the e-mail message received from Mikomax.
- 3.10.** Confirmation of acceptance of the Tender stemming from the content of the Product Inquiry is tantamount to concluding the Sales Agreement pursuant to the terms and conditions specified in the Tender and the Regulations.
- 3.11.** Once Mikomax has confirmed the acceptance of the Tender by the Client, Mikomax commences performance of the Purchase Order and sends in a separate e-mail message a VAT proforma invoice. Upon receipt thereof the Client is not entitled to change the place of delivery of the goods covered by the Purchase Order.
- 3.12.** For the performance of the Sales Agreement, the Client is obliged to pay to Mikomax remuneration covering the price of all the Goods and Services constituting the subject of a given Sales Agreement and delivery costs.
- 3.13.** The price of the Goods includes delivery costs but does not include the costs of its assembly.
- 3.14.** Mikomax has the right to execute the Purchase Order through third parties for whose actions and omissions it is fully liable.
- 3.15.** Mikomax stipulates that all Goods available on the Website included in the Purchase Order are manufactured in accordance with the Client's specifications.
- 3.16.** All prices presented on the Website are expressed in the following currencies: Polish Zloty or Euro. The currency in which the price is expressed to a given Client depends on individual settings of the browser used by the Client and allocation of the currency to the Client's location.
- 3.17.** All prices presented on the Website Store are net prices to which transaction-specific taxes, including VAT, are added.
- 3.18.** Mikomax applies the following rules for calculating the gross price of the Goods (prices payable):
 - 3.18.1.** if the Purchase Order is to be executed in Poland, the net price shall be increased by VAT at the rate currently applicable in Poland;
 - 3.18.2.** in case of an intra-community supply of goods, i.e., when the Purchase Order is to be executed in a member state of the European Union other than Poland, the VAT rate is 0% (this means that the price shall not be increased by VAT), provided that the Client is an entity registered for the purposes of intra-community transactions in the territory of a member state of the European Union other than Poland and meets the requirements of Clause 5.11.
- 3.19.** The Client shall provide correct and true data necessary for Mikomax to correctly issue a VAT invoice and true information allowing Mikomax to calculate the gross price payable on the basis of the principles set out in Clause 3.17 above. At each stage of performing the Agreement, Mikomax is entitled to verify the accuracy of the information provided for by the Client on the basis of which Mikomax has calculated the gross price to be paid. In the event that the Client provides incorrect or untrue

data or information, in particular in the event of a false declaration by the Client as to possession of a VAT-EU number, Mikomax is entitled, at its own discretion, to:

- 3.19.1.** include the relevant data in the calculation of the gross price under the Agreement and request the Client to pay the price difference, or
- 3.19.2.** rescind the Agreement within 14 days and return the price paid by the Client
- 3.20.** Mikomax reserves the right to include selected products in the price promotion within a specified period. The terms and conditions of purchase during the promotion may differ from those contained in these Regulations.
- 3.21.** Goods available on the Website Store may be purchased by the Clients for resale.
- 3.22.** A VAT invoice is issued for each Purchase Order placed on behalf of the Client.
- 3.23.** In order to receive a VAT invoice for the execution of the Order, and to identify the Client, the Client is additionally obliged to provide the following data, which will be included in the VAT invoice: the registered office and address of the Entrepreneur who is a party to the Sales Agreement, as well as the Tax Identification Number of the Entrepreneur, and, for deliveries to a member state of the European Union, EU VAT number.

4. PAYMENT FOR PURCHASE ORDERS

- 4.1.** The Client may pay the amounts resulting from the Purchase Order by a bank transfer to Mikomax's bank account on the basis of the data specified in the VAT proforma invoice sent to the Client.
- 4.2.** The Goods are shipped only after Mikomax has received payment of the total purchase price.
- 4.3.** The Sales Agreement expires in the event that the Client fails to pay within 5 days of the date of confirmation of the Purchase Order by Mikomax. Mikomax may contact the Client before the expiry of this term to remind it of the payment, including via e-mail.

5. DELIVERY OF ORDERED GOODS

- 5.1.** Delivery of the Goods is offered on the territory of the Republic of Poland; the Federal Republic of Germany (excluding Büsingen; Heligoland); the French Republic (excluding the French Overseas Departments: Martinique, Guadeloupe, French Guiana, Réunion; the French Overseas Territories of New Caledonia, Polynesia, Wallis and Futuna, Saint Barthelemy; the French local authorities (Mayotte, St. Pierre, Miquelon); the Kingdom of the Netherlands.
- 5.2.** The delivery deadline is calculated from the date of confirmation of acceptance of the Purchase Order by Mikomax and payment by the Client of the full price for the Goods to the Mikomax's account.

- 5.3. The delivery takes place, as a rule, on business days from Monday to Friday, from 9:00 a.m. to 5:00 p.m.
- 5.4. ETA (estimated delivery time) to individual member states of the European Union is 10 (ten) business days. In determining the estimated delivery date, Mikomax takes into account the date of conclusion of the Agreement (the date of confirmation of acceptance of the Mikomax's Tender).
- 5.5. Deliveries are made by groupage transport.
- 5.6. The Purchase Order is carried out by shipments of large size and significant weight. The Client is obliged to read the information on large-size and heavyweight shipments provided by Mikomax at the stage of placing the Purchase Order.
- 5.7. In the process of placing the Purchase Order, the Client shall indicate a person authorized to accept the Goods at the place of delivery.
- 5.8. Unless otherwise agreed between the Client and Mikomax, terms of delivery to the member states of the European Union and the United States are set as DPU Incoterms 2020 (delivered to the place of unloading). The place of unloading means the place in front of the building having the address designated by the Client as the delivery address. If the Client has a suitable ramp, the Goods may be removed to the ramp. Mikomax delivers the Goods to the address indicated in the Purchase Order, unloads the Goods from the car, from that moment the risk related to loss or damage of the Goods passes to the Client.
- 5.9. Should the Client fail to collect the Goods, Mikomax is entitled to charge the Client with the costs of storage and re-delivery of the Goods.
- 5.10. After unloading, the Client shall examine the condition of the Goods at the time of their collection to determine whether they comply with the submitted Purchase Order and are not damaged, in particular in terms of the number of collective packaging and the condition of packaging and the Goods, and then sign and stamp the shipping documents (CMR, waybill, delivery note and goods specification).
- 5.11. The Client shall send a scan of the waybill and the product specification to Mikomax at contact@justbooth.com by the 10th calendar day of the month following the delivery date. In the case of delivery to member states of the European Union, if the Client does not send the scanned documents back to Mikomax within the aforementioned deadline and Mikomax does not possess other documents allowing the 0% VAT rate to be applied, Mikomax shall be entitled to correct the VAT invoice up to 23%, applicable as for delivery in Poland, and charge the Client with that amount.
- 5.12. If the packaging is damaged or the Goods are visibly damaged, the Client is obliged to make an appropriate note on the waybill (or e.g., the CMR) together with a detailed description of the damage.
- 5.13. Goods and Services may be delivered in batches.
- 5.14. In the event of the Client's absence at the place of unloading, Mikomax reserves the right to unload and leave the Goods in the forwarder's warehouse at the Client's risk and expense. Re-delivery of the Goods will also take place at the Client's risk and

expense. The Goods will only be re-delivered once all storage and re-delivery fees have been settled.

- 5.15.** Upon Mikomax's consent, the Goods may be stored at the Client's request and expense. The price for storage is: EUR 25 / month / for JUST4ME and EUR 30,40 / month / for JUST4YOU item. The storage cost shall be increased by 23% VAT. The minimum fee for storage is EUR 25 / month / for JUST4ME and EUR 30,40 / month / for JUST4YOU item + 23%VAT.

6. PHYSICAL AND LEGAL DEFECTS OF GOODS AND SERVICES (STATUTORY WARRANTY) / COMPLAINTS REGARDING GOODS AND SERVICES

- 6.1.** All Goods sold by Mikomax using the Website are free from legal defects and have been legally marketed.
- 6.2.** Mikomax informs that, in accordance with the applicable provisions of law, in the event of concluding the Sales Agreement, Mikomax, as the seller, is liable towards the Client for physical and legal defects of the Goods or Services (liability under statutory warranty), subject to Clause 6.4 below.
- 6.3.** Together with the complaint, the Client should deliver or send back the Goods under complaint, unless the delivery would be excessively difficult due to the nature of the Goods, the method of their installation. In such a situation:
- 6.3.1.** The Client should contact Mikomax and deliver or send back the advertised element of the Goods - if the Client has no intention to withdraw from the contract, and only the element of the Goods is defective, which can be delivered or returned without undue hardship;
- 6.3.2.** in other cases, the Client is obliged to make the Goods available to Mikomax at the place where the Goods are located in order to repair or collect them.
- 6.4.** In the event of the Sales Agreement concluded by Mikomax with the Client acting as an Entrepreneur concluding the Agreement as part of their professional business operations, Mikomax's liability for defects of things regulated by the provisions of generally applicable law is excluded to the fullest extent permitted by mandatory provisions of law.

7. MANUFACTURER'S GUARANTEE

- 7.1.** Mikomax is the manufacturer of the Goods. The Goods are included in the Mikomax guarantee for a period of 24 months. Along with the Goods, Mikomax issues to the Client a guarantee card specifying the guarantee conditions.
- 7.2.** Mikomax is liable under the guarantee of the Goods sold under the terms and conditions and for the period indicated on the guarantee card. The obligations of Mikomax and the rights of the Client, as well as information necessary to exercise the rights of the manufacturer (such as: the territorial scope of the guarantee protection, rights to be granted in the case of a defect, and information that the guarantee conditions of the manufacturer do not exclude the rights resulting from the statutory warranty) are specified on the guarantee card.

- 7.3. The Client shall submit their claims under the guarantee conditions in the manner specified on the guarantee card.
- 7.4. The Client may exercise the rights under the statutory warranty for physical defects of the Goods regardless of the rights resulting from the terms and conditions of the manufacturer's guarantee. The exercise of rights under the guarantee is without prejudice to the liability under the statutory warranty.

8. RIGHT TO RESCIND THE AGREEMENT

- 8.1. Subject to Clause 8.5, the Client placing a Purchase Order for the Services directly in connection with their business, however, apart from the professional nature of their operations, resulting in particular from the objects of their business, made available in publicly available registers, within the scope of delivery of the Goods or Services to the territory of Poland, shall have the right to rescind the Sales Agreement without stating a reason, by submitting a relevant statement within 14 days of the date of conclusion of the Agreement.
- 8.2. The rescission may be exercised by sending the statement on rescission of the Sales Agreement (form is attached as Appendix No. 1 to the Regulations) to Mikomax's mailing address. The date on which the statement is sent to Mikomax before the expiry of the time limit indicated in Clause 8.1 above shall be decisive for keeping the time limit.
- 8.3. In the event that the Client rescinds the Agreement, the price shall be refunded within 14 days of the date of receipt by Mikomax of the Client's statement on rescission.
- 8.4. The Client does not have the right to rescind the Agreement if Mikomax has fully performed the service upon the express consent of the Client, who was informed prior to the performance of the Service that, once the performance of Mikomax has been completed, the Client loses the right to rescind the Agreement.
- 8.5. The Client is not entitled to rescind the Sales Agreement of the Goods as such an agreement concerns a product manufactured according to the Client's specifications or serving to satisfy its individual needs.

9. CONTACT SERVICE USING THE FORM

- 9.1. The Website provides an electronic free of charge service consisting in the possibility of direct contact between the User and Mikomax, including in particular providing answers to the User's questions.
- 9.2. The use of the services referred to in Clause 9.1 above is effected by taking the following actions:
 - 9.2.1. completing the forms available on the Website by the User;
 - 9.2.2. pressing the "Send" button.
- 9.3. Mikomax renders the service by providing an answer to the question asked through the form.

- 9.4. The User may at any time terminate any contract for the provision of services described in the regulations, without stating reasons thereof and with immediate effect.
- 9.5. In the case of reservations concerning the operation of the Website, the User may file a complaint by sending an e-mail to the address: service@justbooth.com.
- 9.6. All complaints, including those related to the provision of electronic services, shall be considered immediately, within a period not exceeding fourteen (14) calendar days of the date of lodging the complaint. The complainant receives a reply in the form of an e-mail message sent to the e-mail address from which the complaint was sent.

10. PROCESSING OF PERSONAL DATA

- 10.1. Personal Data of Users using the services available through the Website are processed pursuant to the principles described in the Privacy Policy available at the address: rodo@mikomax.pl.

11. FINAL PROVISIONS

- 11.1. Mikomax is entitled to verify at any time the circumstances of the conclusion of the Agreement by the Client and the reasonableness of the Client's use of the rights vested in the Entrepreneurs who conclude the Agreement outside the professional nature of their business.
- 11.2. Mikomax shall not be liable for non-performance or improper performance of its obligations under these Regulations, insofar as the non-performance or improper performance is caused by circumstances beyond its control despite due diligence (force majeure). Force Majeure includes, in particular, the following events: strike, war, emergency, epidemic, flood, fire, whirlwind. The above includes cases of force majeure occurring directly on the part of Mikomax as well as Mikomax's suppliers, subcontractors and other associates. In the event of force majeure, the performance of the obligation may be suspended for a period equal to the duration of the force majeure.
- 11.3. The Regulations shall become effective as of 15th March 2021. The Regulations replace the existing regulations of the Website. The contracts concluded prior to the date of entry into force of the Regulations remain valid and all provisions of the Regulations shall apply thereto.
- 11.4. In matters not regulated herein, the relevant provisions of Polish law shall apply. In the event that a provision of such a nature is found to exist, the provisions of the applicable law shall apply without exception. Disputes arising on the grounds of the Regulations which have not been resolved amicably between the Users and Mikomax shall be settled by a common court having jurisdiction under Polish law. All correspondence, statements, records and other verbal communication shall be in the Polish, English, French, or German language.

FORM OF STATEMENT ON RESCISSION

This form shall be completed and returned only if you wish to rescind the agreement, to the address: Mikomax Spółka z ograniczoną odpowiedzialnością spółka komandytowa with its registered office in Łódź (ul. Dostawcza 4, 93-231 Łódź).

I / We (*) hereby inform (*) of my / our rescission of the Sales Agreement of the following _____ services (*):

Purchase Order number: _____

Date of the agreement (*) / receipt (*): _____

Client(s) name and surname: _____

Client(s) address: _____

Date _____

Client(s) signature (if the form is sent in hard copy): _____