

General Terms and Conditions of Cooperation

rules defining the cooperation between Bejot and the Business Partner

Scope of application

1. The following *general terms and conditions of cooperation* constitute the basis for any current and future deliveries and services rendered by Bejot.
2. Placing an order is tantamount to accepting by the Business Partner these *general terms and conditions of cooperation*.
3. Any amendments, including supplements, of the *general terms and conditions of cooperation* shall be made in writing under pain of nullity, by duly authorized representatives of the parties.
4. Should any provision of the *general terms and conditions of cooperation* be against the law binding within the territory of the Business Partner, the parties undertake to commence negotiations in order to make these provisions legal within the territory of the Business Partner. The remaining provisions remain in force.
5. Any disputes arising from the performance of the *general terms and conditions of cooperation* shall be resolved under the Polish law and shall be put under the jurisdiction of a competent court for the seat of Bejot in Poznań.
6. *General terms and conditions of cooperation* shall be valid indefinitely. Any amendments should be notified at least 30 days prior to introducing them. Each party may terminate it filing a written 30-day-notice.

Discount scheme

Discount groups are negotiated individually with a Business Partner.

Price list

1. The sale of standard products manufactured by Bejot is made according to the price list.
2. The price list is territory-bound.
3. The price list is drawn up both in an electronic version and a hard copy.
4. The price lists vary from one country to another and therefore different discount groups apply.
5. Amending the price list:
 - 5.1. Bejot reserves the right to change prices depending on a given purchase situation, changes in its discount policy or other reasons,
 - 5.2. The Business Partner shall be notified of the changes in the price list via mail correspondence sent to the Business Partner's address stated in the National Court Register or to the address stated in other corporate documents,
 - 5.3. The information on amending the price list is announced at least 30 days prior to the amendment and after this period the new prices become binding,
 - 5.4. Within 7 days of receiving the official information on the change of the pricelist, the Business Partner has the right to notify Bejot of the products which it currently has on offer in order to guarantee prices on the current level. Bejot shall grant a price guarantee for the products on offer for the period of up to 3 months following the introduction of the new price list. The notification must include the name of the end customer as well as the names, quantity and settings of the products on offer.

Payment conditions

Bejot reserves the right to the sold product till making payment under Art. 589 of the Civil Code.

1. A Business Partner settles consecutive purchases on a 100% advance payment basis.
2. US Dollar (USD) is the currency in which payments will be made and which is specified in the contract. Any costs of intermediary banks shall be paid by Contractor.

3. If granted, the term “trade credit” is understood as the total sum of all the unsettled liabilities, matured or unmatured, of the business partner towards Bejot.
4. If unmatured liabilities of the business partner exceed the amount of the trade credit granted to this partner, Bejot suspends any orders above the trade credit limit.
5. If the business partner has any unsettled liabilities due towards Bejot, the latter reserves the right to suspend orders until the outstanding payments have been settled even if the total amount of such outstanding payments is lower than the amount of the trade credit limit granted to the business partner

Conditions applying to placing orders

Any orders must be directed to the e-mail address: orders@bejot.eu

1. Each new Business Partner who places an order with Bejot must submit its registration documents:
 - Taxpayer Identification Number,
 - Full name,
 - Full address,and update them in case of any changes.
2. If possible, the Business Partner must:
 - 2.1 regularly update the entry (extract) in the competent register with regard to its business activity,
 - 2.2 notify in writing of any incident (event) which influences the Business Partner’s financial situation including, in particular, any financial instability or insolvency, a threat of bankruptcy or liquidation as well as the fact of filing any motion in the bankruptcy or liquidation proceeding with regard to the Business Partner in the scope of its business operations.
3. The Business Partner’s orders are entered into the system within one business day of receiving the **complete** order.
4. If the order is incomplete the Business Partner receives a request to supplement it.
5. After entering them into the system as accepted for processing, the orders are confirmed by the person entering them within 1 business day of entering the order into the system. The order shall be accepted for processing unless the Business Partner has its orders blocked owing to unsettled payments.
6. The order delivery date for orders placed by the Customer is calculated from the day of the money transfer confirmed on Bejot’s account (100% pre-payment).
7. An order with customized terms of cooperation, e.g. changes with regard to discount, form of payment, packaging, place of delivery or other order characteristics defined as customized, is placed on the basis of original offer by Bejot. An offer in the understanding of the Polish Civil Code requires an approval from a person authorized to represent Bejot.

Terms of cancelling orders

1. The Business Partner has the right to change or cancel an order it has placed within 1 business day of placing the order with Bejot without any financial consequences.
2. If the change or cancelation of the order is made later than within 1 business day and Bejot has already made steps to initiate the manufacturing process, the ordering party shall be informed within 48 hours about the incurred costs and shall be charged with them.
3. If the object of the order cancellation or change is a customized order, the Business Partner shall be charged with the costs mentioned in point 2. increased by the costs of purchasing special raw materials for a given customized order.

Customized order policy

1. A customized product is a product or a product setting which is not present in the current price and sampler list.

2. The Business Partner must consult orders involving customized products with the Business Partner's Consultant.
3. Bejot presents the Business Partner an offer – a customized product quotation within the time limit agreed with the Business Partner together with estimated order processing time of a given customized order.
4. Customized orders are processed on the basis of a prior written approval by the Business Partner of Bejot's written quotation for the customized product.
5. The date of entering an order into the system and receiving the confirmation is determined on individual basis.

Order processing time

1. The standard order processing time is 5 weeks.
2. The customized order processing time is determined in the offer presented to the Business Partner.
3. Bejot reserves the right to change the order processing time.

Delivery conditions

1. Bejot performs export deliveries in the following way:

o EXW delivery.

Other delivery conditions can be agreed on upon the approval by the Sales Director and the CEO.

2. A delivery which is to be made directly to the end customer indicated by the Business Partner must be reported and agreed on with Bejot, at the latest, on the day of placing an order.
3. In case of problems – technical, road or infrastructural limitations etc. – with the delivery to the target place, Bejot can refuse the delivery to the end customer.
4. Bejot delivers partly disassembled products which have to be assembled by the Business Partner according to the attached product manuals.
5. At the moment of placing an order, the Business Party can request for the products to be delivered as fully assembled. For the delivery of fully assembled products, Bejot charges an additional amount which has been determined at the moment of placing an order.
6. Bejot assigns the right to assemble its products only to its distributors. **The end customer has not been instructed to assemble the products manufactured by Bejot.** In order to facilitate the assembly and disassembly of its products, Bejot can, for a fee, hand over a set for disassembling the mounts and shock absorbers
7. A delivery to the Business Partner or the end customer is understood as a one-time delivery to its warehouse. It does not include carrying the products inside and unpacking them in office spaces, i.e. the place of end use. The service is provided against payment and requires a written agreement on the delivery conditions with Bejot. The delivery conditions are determined whilst placing an order by a duly authorized representative of the Business Partner.
8. The Business Partner is obliged to confirm the receipt of the delivery with a company stamp and a legible signature of a person authorized to collect the products. This condition is necessary for handing over the ordered products.
9. The Business Partner is obliged to return the transport documents to Bejot by mail within 14 days following the delivery of products, together with the signature and the company stamp on the documents.

Display

1. Display discount

Bejot facilitates the purchase of selected products for the display on preferable terms, i.e. with an additional discount and an extended pay period or method – always agreed individually. Both the conditions and the products to be displayed in the Business Partner's showroom shall be agreed with the Business Partner's Consultant.

2. Display discount conditions.

- 2.1 If the Business Partner has purchased a product under display terms, it is obliged to:
- 2.2 present the purchased item on its display for at least 12 months,
- 2.3 actively promote the Bejot products on the display as well as other products from Bejot's current offer,
- 2.4 maintain the products and pay attention to the state of a product once it returns from a presentation at the end customer's location.
- 2.5 It is possible to purchase the product again under display conditions after the lapse of 12 months.
- 2.6 If a display product is sold before the lapse of 12 months from the purchase date, the Business Partner shall be obliged to supplement its display under normal sales conditions.

Conditions of making complaints

- 1. The instruction manual in cases of filing a complaint to the Business Partner is analogical to the ordering procedure. The warranty conditions constitute schedule No 1 to the *general terms and conditions of cooperation*.
- 2. Complaints shall be made in writing to the following address claims@bejot.eu.
- 3. A complaint in writing includes references to purchase documents and full description of the damage and if the complaint pertains to product defects also photographic illustration.
- 4. Bejot undertakes to make its decision with regard to the complaint within 5 business days following the date of receiving the complaint. The Business Partner shall be informed about the manner and date of rectifying the defect.
- 5. Bejot supplies new components and collects damaged products only from the seat of the Business Partner who has purchased a given product from Bejot. Should the damaged components be replaced by the maintenance team of the Business Partner, the Business Partner is obliged to return the damaged components to Bejot within 14 days following the date of receiving new ones.
- 6. **In case of failure to return damaged components within the period determined in point 5, the Business Partner shall be charged with the cost of such components. Any other arrangements with regard to damaged components shall be made in writing.**
- 7. A complaint does not constitute the grounds to withhold the payment with regard to the product which is the subject of the complaint.
- 8. The costs incurred by Bejot in processing an unjustified complaint shall be borne by the Business Partner.

General Warranty Conditions

- 1. Bejot guarantees efficient performance of its products.
- 2. The geographic scope of the warranty protection includes the territory of the Customer's country.
- 3. An in-warranty repair shall be performed after the following conditions are met:
 - 3.1. sending a warranty claim to the distributor of products manufactured by Bejot or, if the product has been purchased directly from Bejot, the complaint can be filed via e-mail to the address claims@bejot.eu (the warranty claim form can be downloaded from the website www.bejot.eu),
 - 3.2. presenting a valid proof of purchase – invoice,
 - 3.3. submitting the faulty product to the distributor or the seat of Bejot (the product needs to be clean, packed and protected from damage in transport),
 - 3.4. attaching the warranty card.
- 4. **The warranty period for the products by Bejot varies:**
 - 4.1. A standard product used on a one-shift basis is granted a warranty period of 5 years.
 - 4.2. A standard product used on a two-shift basis is granted a warranty period of 2 years.
 - 4.3. A standard product used on a three-shift basis is granted a warranty period of 1 year.
 - 4.4. Selected collections are granted a warranty period of 2 years.

- 4.5. A non-standard product or a product which is characterized by dimensions, type of fabric, colour etc. which is not included in the current price and sampler list is granted a warranty period of 1 year.
- 4.6. The purchase of chair parts (i.e. wheels, mechanisms, plastic fittings etc.) is granted a warranty period of 1 year.
- 4.7. If the warranty period of a part of a product has been determined in the current price list as a period other than 5 years, the warranty period for this part shall be identical with the warranty period indicated in the current price list.
5. If on the delivery day the Customer has reservations about mechanical defects of the delivered product, it shall be obliged to fill in the shipping damage report **in the presence of the courier** or the haulier, obtain the courier's or the haulier's authorization by mean of signing the damage report and send it to Bejot together with the warranty claim.
6. Any visible or hidden defects of the product must be reported in writing on a special warranty claim form to be downloaded from the website www.bejot.eu.
7. The warranty claim should include the name and index No of the product, the invoice number, the address where the product which is the subject of the claim is stored, a detailed description of the defect as well as a photograph of the parts which are the subject of the claim. The necessary information to be sent, such as the name or index No, can be found on the label placed on the bottom side of the product. No label or changes made to the information included on the label result in the loss of warranty for the purchased product. The warranty claim should be accompanied by a copy or a scan of the purchase invoice.
8. Bejot shall be obliged to reply to the warranty claim within 5 business days, except for point 9, and perform the in-warranty repair within 14 days of processing the complaint or on any other date agreed and confirmed with the Customer.
9. If it is necessary to send the defective product or its sample to the manufacturer of the damaged part, the warranty claim shall be processed within 14 days of receiving by Bejot the results of the examination of the defective product samples.
10. If the subject of the complaint is an imported part and Bejot does not have it in stock and it is not possible to replace a given part with a different one, the part shall be replaced immediately after the component has been delivered to Bejot and the Customer shall be notified in writing of the potential date of adjusting the complaint.
11. A refusal to release the product or the faulty part for repair in Bejot or preventing the repair in the Customer's establishment shall result in releasing Bejot from the obligation to perform its warranty duties and waiver of any warranty claims.
12. If the warranty is not recognized, the Customer shall receive a written justification of the refusal to adjust the complaint and the product shall be sent back to the place of purchase at the Customer's cost.
13. Any repairs performed by unauthorized persons or failure to use original parts in the repair shall result in the loss of warranty.
14. The rights under warranty do not include the right for the Customer to demand the refund of lost profits or compensation for potential loss caused by the defect of the product.
15. Bejot reserves the right to alter and update the product in the way which does not influence its overall appearance.
16. Any defective products or parts which have been replaced become the property of Bejot.
17. The warranty claim does not give the Customer the right to withhold the payment for the products which are subject of a complaint.

This warranty does not cover:

1. Any damage caused during the assembly which fails to follow the manual.
2. Normal wear and tear of the product (wheels and upholstery fabrics etc.) as well as stains which result from normal use of the product.
3. Mechanical defects of the product which are caused by the influence of a destructive external force which is

not related to normal use of the product.

4. Any defects which occur during transportation and transshipment (except for transportation by Bejot).
5. Faulty operation or damage caused by improper use, user's negligence or misuse of the product.
6. Any defects which are the result of inappropriate selection of available options (e.g. the use of wheels unsuitable for a given surface). The proper selection of options does not exclude damages which may result from the use of inappropriate quality of floor panels, parquet etc. and dirt on them.
7. Differences in fabric shades of products which are successively purchased by the Customer and which are manufactured from fabrics of different production series of the fabric manufacturer.
8. Deformation of the foam. Such deformations are connected with the natural process of aging of polyurethane foam.
9. Products which have undergone any modifications or construction changes as well as any repairs performed by unauthorized persons.
10. Mechanical defects of coating of wooden and metal surfaces caused by misuse.
11. In case of products with wooden components the features of which depend on the nature of the raw material, which in turn makes it impossible to precisely determine the final aesthetic effect understood as colour, shade and wood pattern and the Polish Standard or other regulations do not state exactly the quality requirements, the manufacturer allows for slight variations resulting from the above characteristics within individual components.
12. In case of products with leather upholstery, any visible imperfections of surface, differences in dyeing level and blemishes constitute natural features of this material. In the most worn-out areas (e.g. the seat), leather becomes more shiny and loose, and creases and natural indentations appear. The manufacturer does not accept claims based on the above mentioned features.
13. Any stains, discolorations or changes in colour which are caused by transfer of pigment from clothing into the product (e.g. indigo dye transferred from trousers). This especially applies to Silvertex and Valencia fabrics (where protection layer of Permablok is used).

Rules of proper use of the product:

1. Instructions regarding the use of products which include solid wood elements and table tops:
 - 1.1 Temperature range: + 15 : 30° C
 - 1.2 Humidity range: 40 : 65 %
 - 1.3 Avoid direct contact with water.
 - 1.4 Protect the products from direct exposure to sunlight; they should not be placed next to sources of heat e.g. heaters, radiators etc.
 - 1.5 One should not place any object with a temperature exceeding 40°C directly on table tops; it is necessary to use additional mats.
 - 1.6 One should be very careful not to damage the surface of wooden components against the edges of a desk. Mechanical defects of wooden surfaces are not recognized as product defects.
2. Instructions regarding the use of plastic components
 - 2.1 Temperature range : 15 : 30° C.
 - 2.2 The product can be used after 2 hours following its unboxing in the place of destination owing to the product temperature adjustment.
3. Cleaning and maintenance of surfaces must be carried out in the following way:
 - 3.1 Wooden and metal components must be dusted with dry delicate fabrics (e.g. cotton).
 - 3.2 After initial cleaning, components made of wood or plywood must be conserved with delicate furniture maintenance products following the guidelines and recommendations of the manufacturer of such products indicated on the label.
4. Seats and chairs with leather upholstery should not be placed near radiators or other sources of heat.

5. Leather needs to be protected from noxious agents such as sweat, grease, cosmetics, dust, cleaning products or common dryness; therefore leather maintenance should be performed by means of special maintenance products which create a water and oil resistant coating.
6. Hard wheels (DEM, DEMA, USH) are used for soft surfaces – sheet flooring and carpets.
Soft wheels (DEMD, DEMAD) are used for hard surfaces – parquets and floor paneling.