

## PARTNERSHIP TERMS FOR ADVERTISING AGENCIES

### 1. Preconditions.

MAXIM CERAMICS Sp. z o o. (a limited liability company)

with registered office in Maksymilianów, Maksymilianowo 40, 60-060 Wołkowo, entered into a register of entrepreneurs kept by the District Court in Poznań - Nowe Miasto and Wilda in Poznań, under KRS No.: 0000649157, hereinafter: MAXIM

Customer (advertising agency) – a legal person or natural person being an entrepreneur under the applicable regulations, or an organization unit with legal ability to enter into financial commitments and acquire rights in their own name,

Maxim guarantees that its end users are serviced exclusively through advertising agencies.

Each Advertising Agency receives no-name catalogs free of charge (in the amount suitable for the entity's turnover). Each agency, after registration, may use a free link to a personalized website with full catalog offer. Maxim reserves the right to use photos of manufactured products for the purpose of information (product catalog, website). If your customer does not allow for their designs to be used in such way, please notify us in writing.

### 2. Prices, rebates, terms and payments.

A) All the prices are ex warehouse at MAXIM. All prices in the Price Offer are net amounts. We reserve the right to change list prices in the event of a major variation in the exchange rate, duties, import fees or raw material costs. The prices are set for the entire calendar year and are subject to change only under conditions listed above. Does not apply to orders accepted for delivery and accepted offers.

B) The advertising agency receives a rebate determined individually, based on the number of orders and turnover in the previous year. The prices given in the calculator at [www.maxim.com.pl](http://www.maxim.com.pl) (available after login) already include the rebate available for a given agency.

The rebates system is described in greater detail in the Maxim Smart Club document.

Detailed information on your rebates and trade credit are available after logging in at [www.maxim.com.pl](http://www.maxim.com.pl) in the tab "Your Profile".

C) If purchasing products without print, a separate price list is used, to which the agency rebate is also applicable.

Print cost for orders made on entrusted material are priced at an additional 20% (a separate tab in the selling price list). At the same time, while Maxim shall handle the entrusted material with utmost care, we do not assume full responsibility for any damage to it in the course of manufacturing. Concealed defects, failure to adapt material quality to the technology of decoration exclude Maxim's responsibility for entrusted material. Before applying the decoration onto the customer's entrusted material, Maxim shall determine if a test application is in order. Otherwise, MAXIM does not assume responsibility for print quality, or the material performance during the firing process.

D) New customers are obligated to making a prepayment via bank transfer before delivery. Payment by bank transfer within 14 days is available after meeting two conditions: minimum 3 invoices and 3 orders for a minimum of 36 pcs each. The customers individual trade credit indicates the maximum value of invoices with deferred payment.

Failure to make timely payments of liabilities results in changing the payment method to cash and may cause withholding the dispatch of the next order. For major orders (net value 50 000 zł and above) for customers utilizing deferred payments, other forms of security may be required, such as advance payment.

### 3. Designs, catalogs, promotional budget.

Each advertising agency receives a promotional budget after registering on [www.maxim.com.pl](http://www.maxim.com.pl) which can be used on designs and catalogs.

Additionally, based on the achieved turnover, twice per year, an additional allowance is granted to be used in the next 6 months.

The total budget can be used on designs, catalogs and ordering mugs for you own use (with agency logo), under the terms below:

- Designs – the value calculated for the product amount range of 5040 pcs, prices for end customer  
Ordering products with print for use by the agency - value is calculated according to the product amount range of 5040 pcs. Prices for end customer, no additional rebate.
- Catalogs – as per the price list
- Promotional budget

Agency status	Budget amount
Agencies in the following rebate groups: BASIC and ACTIVE	40 euro
Agencies in the following rebate groups: BRONZE, SILVER, GOLD, PLATINUM	1% of turnover in the previous 6-month period

### 4. Order.

Orders are to be made in writing: by email or via the website [www.maxim.com.pl](http://www.maxim.com.pl) . Image files, are delivered by e-mail, without exception. Minimum number of products per order is: 24 pcs. (Galaxy - 12 pcs.)

Delivery time of each order is arranged individually. For product amounts to 5040 pcs. as a rule, it is between 10 and 15 business days.

It is possible to make orders with shorter delivery time, in Last Minute mode (5 business days) and Fast Track mode (2 business days). Shorter delivery times are possible after meeting the requirements on [www.maxim.com.pl](http://www.maxim.com.pl).

Order delivery begins on order acceptance and submission of approved image files, after the order is confirmed by a commercial representative.

Order confirmation means all the delivery terms are approved and deemed correct. Any changes to delivery conditions or cancelling the order should be made within 24h (does not apply to Last Minute and Fast Track order) from order confirmation, and should always be communicated in writing.

The order is considered successfully delivered if the irregularity compared to the ordered amount does not exceed 5% of the total ordered amount. Obviously, the difference shall be accounted for in the invoice. (Information:

Losses may occur randomly in the course of firing in high temperature ovens for applying print on porcelain and are a natural occurrence for this technological process. It may occur that on completing the manufacturing, the mug model in question is out of stock). Manufacturing several additional items is only possible if allowed by the decoration technology, and the product will be sent on a later date than confirmed on the purchase agreement. The sale invoice is issued for the actually manufactured batch within 7 days before dispatch date.

For first orders, a current excerpt from CEIDG (Central Business Registration and Information) is required, together with accepting the terms of partnership made on registration your Customer account at [www.maxim.com.pl](http://www.maxim.com.pl). When cancelling an order, we reserve the right to deduct all expenses incurred for its delivery from the advance payment - prepress and graphic design costs, costs of manufacturing ceramic transfer, etc. (\*table).

Cancelling the order is not possible after the print is fired, or after another form of decoration is applied.

\*For other cases, the order cancellation costs are provided as below:

Before preparation of printing film/plates	0 zł (direct print and transfer material)
After preparation of printing film/plates	50% prepress costs (direct print and transfer material)
After preparation of printing film/plates and screens	100% prepress costs
Transfer material printed:	60% print cost
Transfer material printed and applied	100 % print cost
Products after firing	100% total order cost
Direct print finished (no firing)	100% total order cost

The goods sold by MAXIM are manufactured according to the specifications of the Agency's Client or are intended to meet their individualized needs (non-prefabricated goods). The goods have personalized features and an individual character related to a specific order. Consequently, based on Article 38(1)(3) of the Act of May 30, 2014 (Journal of Laws 2023, item 2759, consolidated text as of December 22, 2023), the Agency is not entitled to withdraw from the concluded contract.

## 5. Deliveries.

As a standard, orders are delivered within 10 to 15 business days from order confirmation and prior design approval. The actual delivery date depends on the used method of decoration. It is possible to use our special offer: Last Minute - where orders are delivered in 5 business days and Fast Track, where order delivery is within 2 business days, if allowed by available capacity. Maxim is obligated to meet the declared delivery dates; however, they shall be subject to change in circumstances which would prevent timely delivery caused at no fault of Maxim (machine breakdown, staff illness, power outages, etc.).

Maxim Ceramics sp. z o.o. does not send goods to countries with own distribution (Czech Republic, Denmark, France, Germany, Austria, Switzerland, Italy). Customers are obligated to order their own transportation service. Deliveries are transported to businesses. When dispatching to private persons, forwarders may increase the shipping cost.

## 6. Liability.

The Customer acknowledges that the extent of Maxim's liability for any damages shall only be up to the total order value. Maxim shall not be liable for failure to perform timely delivery of the order for reasons beyond our control.

## 7. Cost of delivery.

Deliveries shall be at the expense of the ordering party.

## 8. Warranty.

MAXIM orders exclusively from manufacturers that guarantee the top quality of porcelain, ceramics and materials for decoration. Our partners attest to the product quality and the meeting of any standards for food contact.

MAXIM guarantees that orders are delivered according to the agreed upon terms and provides a product guarantee for the period of 12 months from the date of delivery of each batch. The customer or end-user is obligated to verify the amount and quality of delivered goods in accordance with the order, under pain of loss of ability to lodge claims in relation to irregular Goods amount and quality defects that can be identified during unloading.

### A) Product

MAXIM suppliers are factories which guarantee top product quality.

**1.1** Due to the technological capacities of the manufacturers of ceramic materials as well as manual inspection of mass produced items, slight deviations in colors and size of finished products are possible. This applies both to a single product batch as well as repeated orders.

The process of manufacturing of ceramic and porcelain items, primarily the shrinking of the material during the firing process (porcelain at 1400 degrees, ceramic at 1200 degrees), the acceptable deviation is up to 10% (glaze color, dimensions, capacity).

The manufacturing tolerance also extends to slight discoloration of the glaze and its structure (pinholes, unevenness in glaze coating).

**1.2** The above mentioned discrepancies are not considered to be faults and do not constitute grounds for a complaint.

Due to the fact that the candle production process is complex and the essential components (e.g. wicks, wax) are of natural origin, it is possible that slight deviations from the accepted standards may occur or phenomena such as „tunneling“ or „smoking“ may occur, the risk of which can be minimized by following the recommendations for caring for candles:

**1.2 a** First Burning: When using a Candlesphere candle for the first time, it is important to burn it long enough (approx. 3-4 hours) for the surface to dissolve completely.

**1.2 b** Burning Time: It is important that each time you burn your candle, let it burn long enough for its surface to melt evenly, minimizing the risk of „tunneling“.

**1.2 c** Wick alignment and length: Make sure the candle wick is properly aligned (vertical position) and has the correct length. The optimal length of the wick is usually about 0.5-1 cm.

**1.2 d** Draft protection: It is best to avoid exposing the candle to strong drafts which may cause it to burn unevenly. Drafts can lead to concentrated wax burning in one spot, causing tunnelling.

**1.2 e** The shade of soy wax may vary between batches and even within the same order. This is a characteristic feature of natural products. In addition, soy candles with different fragrances may also differ in shade, because each fragrance affects the final shade of soy wax. Discrepancies in the shade of soy wax cannot be the basis for a complaint.

**1.2 f** In soy candles, especially at temperatures above 25°C, oil precipitation in the form of droplets on the wax surface may occur (so-called perspiration). The oil is some residue from the soy wax production process. Therefore, in candles made from different batches of wax, oil precipitation may be different. However, this is not a defect of the candle.

**1.2 g** The intensity of the scent of a candle is largely a matter of subjective feeling of the user. Nevertheless, there may be occasions when a candle may smell less than expected. This phenomenon can occur if the candle has been left unlit for many months. Some of the fragrance evaporates, and some migrates inside the candle. Importantly, Candlesphere candles have about 50% more fragrance than other candles available on the market.

**1.2 h** The decoration of candle vessels is subject to the same rules as the analogous processes of decorating ceramics and glass.

The phenomena and deviations described above are not considered defects and cannot be the reason for submitting a complaint.

### B) Overprint color

The coats used for printing on porcelain are compound and set in the high temperature during the firing process,

which may result in a color deviation.

High firing temperatures prevent representing certain colors in the printing process.

The color palette is influenced by the glaze color and material of the decorated item as well as the chemical reactions occurring during firing to bind the printed coats onto the ceramic and porcelain surface.

Differences in color up to 15% between the print design with specific color palette within the Pantone C template and the finished product are not therefore considered a fault and do not constitute grounds for complaint.

Transfer print in CMYK color palette allows to represent photo quality of approx. 100 dpi. CMYK inks allow for color

deviations within one printed batch as a result of using screen printing.

The printing process utilizing transfer and direct print may cause a slight difference in color in individual batches of a single order and for repeated orders.

The repeatability tolerance for the colors represented on the product applies also to sublimation print technology

(Art. Print and Magic Mug). In the case of these decoration techniques, the result is affected by the high setting temperature, the used paper, printer parameters and the polymer product coating.

### **C) Transfer print (ceramic, glass, organic), Direct Print, Art. Print, Magic Mug, Sensitive Touch.**

Applying decorations made with decals, Sensitive Touch, Art Print and Magic Mug is a manual process.

With the direct printing technique, the positioning of the print is based on the upper edge of the product.

However, there is a possibility of differences in the height and diameter of the products, which affect the positioning of the print.














For this reason, all above-mentioned techniques require a print position tolerance of 1-2 mm, which cannot constitute a basis for filing a complaint.

### **D) Resistance of decorations to mechanical dishwashers.**

The level of resistance to mechanical dishwashers is determined individually for each printing and coloring technique of porcelain and ceramic items.

The warranty only applies to home dishwashers, with temperature of 60 degrees C, and generally available chemical agents.

## RESISTANCE OF DECORATIONS TO MECHANICAL DISHWASHERS

Application technology	Materials	Mechanical dishwasher resistance
 Direct print	Porcelain an ceramics	Fully resistant to mechanical dishwashers
	Glass, metal and plastic	No resistance to mechanical dishwashers
 Ceramic transfer print	Porcelain and ceramic	Fully resistant to mechanical dishwashers
	Glass	Prints keep their colors and characteristics for the minimum of 250 washing cycles of home dishwashers
 Ceramic transfer print with gold and/or platinum overprint	Porcelain and ceramic	No resistance to mechanical dishwashers
 Xpression – organic transfer print	Porcelain and ceramic	Prints keep their colors and characteristics for the minimum of 300 washing cycles of home dishwashers or for the period of 1 year. The overprint is not resistant to mechanical damage and scratching.
 Art Print	Porcelain and ceramic	Prints keep their colors and characteristics for the minimum of 1000 washing cycles of home dishwashers or for the period of 1 year. The overprint is not resistant to mechanical damage and scratching.
 Magic Mug	Porcelain and ceramic	No resistance to mechanical dishwashers. The overprint is not resistant to mechanical damage and scratching.
 Crystal Touch	Porcelain and ceramic	No resistance to mechanical dishwashers. The overprint is not resistant to mechanical damage and scratching.
 Sensitive Touch	Porcelain and ceramic	Fully resistant to mechanical dishwashers
 Sensitive Touch Color Plus	Porcelain and ceramic	Coats keep their colors and characteristics for the minimum of 400 washing cycles of home dishwashers or for the period of 1 year.
 Laser engraving	Porcelain and ceramic	Fully resistant to mechanical dishwashers
 Hydrocolor	Porcelain and ceramic	Coats keep their colors and characteristics for the minimum of 400 washing cycles of home dishwashers or for the period of 1 year. The overprint is not resistant to mechanical damage and scratching..
 Multicolor	Porcelain and ceramic	Fully resistant to mechanical dishwashers
 Basecolor	Porcelain	Fully resistant to mechanical dishwashers

## **F) Representation of graphic designs**

The print design does not perfectly represent the product shape. This applies in particular to products featuring round shapes.

The colors used on designs from the Pantone C palette, and in particular the CMYK color palette, when represented using the available decoration techniques utilizing transfer print and direct print may not provide perfect color accuracy on the finished product.

The inks used in printing are based on the Pantone C template; however they are not the perfect representation of the palette.

The tolerance resulting from the above does not give grounds for submitting a complaint.

The preparation of the production prototype reflects the positioning and colors of the print as accurately as possible.

## **G) Complaint guidelines**

Any complaints should be submitted in writing to MAXIM within 7 days from the date of finding a defect in the Goods. Damage resulting from transport (broken products) within 5 days of delivery of the goods, under pain of losing the Agency's right to pursue any claims for defects in the Goods.

In order for the complaint regarding damage during transportation to be recognized as valid, Maxim should receive the damage protocol made out in the presence of the carrier during delivery. The customer is obligated to check the amount and condition of received goods.

MAXIM is obligated to repair or replace the Goods found defective unless parties agree otherwise - within 7 to 28 days of MAXIM's processing of the complaint and after examination of the reported faults at MAXIM. The final means of handling the particular complaint shall be specified by MAXIM. If the presence of faults is confirmed, MAXIM shall cover the expenses related to goods transport and examination.

The Agency shall lose its rights under warranty if:

- the complaint regarding visible faults is not made within 7 days of delivery (broken mugs, incorrect product type or other causes for complaint),
- it is not proven that damage was not caused by incorrect handling during unloading and storage at the Agency's own warehouse,
- damages during transport are not listed in the damage report by the carrier company.

Submitting a complaint does not void the Agency's obligation to make payments to MAXIM, excluding the Goods subject to complaint.

The extent of MAXIM's liability for faulty Goods shall exclusively include all damages resulting from culpable actions by MAXIM. The extent of MAXIM's liability does not include the so called consequential damages and lost benefits.

Moreover, the extent of MAXIM's liability shall always be limited to the net price of faulty Goods paid for by the Agency. All further claims by the Agency are hereby excluded. Any claims by the Agency to MAXIM due to statutory warranty are excluded.

MAXIM shall not be liable for fitness of the delivered goods to any purpose as might be expected by the Agency, other than the generally understood purpose, unless the Agency has specified in writing all the requirements for the goods in question.

## **9. Certifying products**

All our products meet the strict standards contained in Regulation (EC) No 1935/2004 of the European Parliament and of the Council of 27 October 2004 on materials and articles intended to come into contact with food, Commission Directive 2005/31 / EC of 29 April 2005 and Council 84/500 / EEC as regards the declaration of conformity and performance criteria of the method of analysis for ceramic products intended to come into contact with foodstuffs.

Due to the specificity of the production process of advertising ceramics and the standards set out in the above-



-mentioned legal acts, only products are subject to certification tests. We have appropriate safety approvals for our products and decoration technologies. At your individual request, we will test any product with your imprint in an independent laboratory.

Such a test and obtaining the appropriate certificates is payable.

If you are interested and need to perform tests, please contact your sales representative.

It is possible to carry out tests in the field of heavy metal migration, resistance to thermal shock, grip strength, use of the product in a microwave oven, and impact resistance. The mentioned tests relate to the safety of the product and confirm the possibility of contact with food.

Certification also applies to the resistance of decorations to washing in dishwashers. In such a study, we additionally confirm the guarantee we provide in this regard for individual decoration techniques.

Detailed information on resistance to the washing process, individual printing techniques or coloring of articles can be found, among others, in the document „Terms of Cooperation for Advertising Agencies“ and on the website, in the „Knowledge Base“ tab.

The cost of performing the relevant tests and confirming their results with a certificate, depending on the scope of the analysis, will be confirmed each time by the sales representative.

Due to the specificity of the production process of advertising ceramics and the standards set out in the above-mentioned legal acts, certification tests are carried out only on printed products. We have appropriate safety approvals for our products and decoration technologies. At your individual request, we will test any product from Your imprint in an independent laboratory.

Such a test and obtaining the appropriate certificates is payable. The cost of the test is each time confirmed by the sales supervisor. Its cost depends on the scope of the analysis being carried out.

It is possible to carry out tests in the field of heavy metal migration, resistance to thermal shock, grip strength, use of the product in a microwave oven, and impact resistance. The mentioned tests relate to the safety of the product and confirm the possibility of contact with food.

Certification also applies to the resistance of decorations to washing in dishwashers. In such a study, we additionally confirm the guarantee we provide in this regard for individual decoration techniques.

## **10. Discount system and credit limits.**

Clients of Maxim company are Advertising Agencies. Each customer is assigned to one of the rebate groups. The amount of the discount and the mercantile limit assigned to a given group depends on the generated annual turnover or the number of orders for printed articles.

### **A) Rebate Groups.**

#### **I BASIC Group**

##### **Discount 25%, Credit Limit 1200 Eur**

To receive the form of payment in the form of Credit Limit, the Advertising Agency is obliged to:

- Make no less than 3 purchases of printed goods within the last 12 months in the form of full prepayment.
- Provide at least two reliable suppliers with whom the timely payment is made and the payment method is bank transfer.

##### **Credit Limit rules for BASIC level:**

- It is granted up to the amount of the largest completed contract in the last 12 months.
- The maximum amount of the Credit Limit that may be granted: 1200 Eur
- Payment term: 14 days.
- You pay the differences between the amount to be paid and the amount of the Credit Limit granted as a prepayment, in accordance with the generally applicable rules for granting this form of payment.

#### **II ACTIVE Group**

##### **30% discount, Credit Limit maximum 2500 Eur**

The condition for getting a discount for the ACTIVE level:



- Not less than 6 orders with an imprint during the calendar year or a net turnover of 7000 Euro

#### **Credit Limit rules for the ACTIVE level:**

To receive the form of payment in the form of the Credit Limit (Level II, Active Group), the Advertising Agency is obliged to make at least 3 transfers in a timely manner within the last 12 months.

- It is granted up to the amount of the largest completed contract in the last 12 months.
- The maximum amount of the Credit Limit that may be granted: 2500 Eur
- Payment term: 14 days.
- You pay the differences between the amount to be paid and the amount of the Credit Limit granted as a prepayment, in accordance with the generally applicable rules for granting this form of payment.

#### **SMART Club level**

In order to join the SMART Club program, the Advertising Agency, apart from being willing, should:

- Run an Advertising Agency for a minimum of 2 years.
- Have the full and current Porceline by Maxim offer on your website.
- In the field of advertising ceramics, promote only Maxim products on your website.
- Show the sales for the previous year at the level of a specific discount group III-VI.
- At least once a year participate in know-how workshops at the Maxim headquarters.

#### **III BRONZE Group**

**32% discount, Credit Limit - maximum 5000 Eur**

##### **Condition for receiving a discount for the BRONZE level:**

- at least 12 orders with an imprint during the calendar year or a turnover of 14.000 Eur

##### **Credit Limit rules for the BRONZE level:**

- The maximum amount of the Buyer's Limit that may be granted: 5000 Eur
- Not less than 6 orders with imprint in the last 9 months

#### **IV SILVER Group**

**33% discount, Credit Limit - maximum 10 000 Eur**

##### **Condition for receiving a discount for the SILVER level:**

- not less than 24 orders with an imprint during the calendar year or a turnover of 30.000 Eur

##### **Credit Limit rules for the SILVER level:**

- The maximum amount of the Credit Limit that may be granted: 10 000 Eur
- Not less than 12 orders with an imprint in the last 9 months

#### **V GOLD Group**

**34% discount, Credit Limit - maximum 15 000 Eur**

##### **Conditions for receiving a discount for the GOLD level:**

- not less than 50 orders with an imprint during the calendar year or a turnover of 45.000 Eur

##### **Credit Limit rules for the GOLD level:**

- The maximum amount of the Credit Limit that may be granted: 15 000 Eur
- Not less than 25 orders with imprint in the last 9 months

#### **VI PLATINUM Group**

**35% discount, Credit Limit - maximum 25 000 Eur**

##### **Condition for receiving a discount for the PLATINUM level:**

- Not less than 100 orders with an imprint during the calendar year or a turnover of 85 200 Eur

##### **Credit Limit rules for the PLATINUM level:**

- The maximum amount of the Credit Limit that may be granted: 25 000 Eur
- Not less than 50 orders with imprint in the last 9 months

#### **Extra discount:**

Agencies with the form of payment by transfer have the option of adding 2% to the current discount level when 100% prepayment is made on the basis of a proforma invoice before the order is shipped. An additional 2%

discount is valid for orders up to a quantity of 5040 pcs. For higher quantities, prices can be negotiated individually. An additional prepayment discount may only be granted when the current receivables are settled against Maxim. The above discount is possible for customers from Active-Platinum discount groups.

**Withdrawal of the granted form of payment:**

If the indicated payment date is exceeded by more than 2 weeks, we reserve the right to change the form of payment into prepayment or change the amount of the trade limit.

**11. Final Provisions.**

In disputes, the competent court will be the District Court in Leszno; in the case of amounts exceeding 25 000 Eur the District Court in Poznań.