



brand of Homsa sp. z o.o.

## REGULATIONS OF DISTANCE ORDERS AT LUXUM

VALID FOR SALES CONTRACTS CONCLUDED FROM 25 DECEMBER 2014. CONTAINS IMPORTANT INFORMATION REGARDING THE ORDER, TRANSPORT, RECEIPT OF THE ORDERED GOODS AND SERVICES, INFORMATION AND INSTRUCTIONS REGARDING ASSEMBLY, OPERATION, MAINTENANCE, CLEANING, AND WARRANTY CONDITIONS.

### Preamble:

Luxum is a recognized and one of the largest suppliers of quality interior design, architectural concrete, small architecture, and unusual furniture forms in Poland. Luxum conducts manufacturing, service and trade activities. Luxum allows you to place an order at a distance, using tools available via the Internet. Due to the nature and characteristics of the products and services offered, Luxum does not conduct typical online store sales. Reasonably recognizing that the effective procurement of products or services adapted to individual customer requirements, requires an individual approach and discussion, which cannot be included in the standard framework, forms and customs of e-commerce, and thus standard provisions on sales and services provided at a distance. Taking care of the highest quality of service, we have created regulations that, to the best of our knowledge, contain all the information required by law in connection with distance selling. Regulations secure your interest and are a signpost of ethical business, because the provisions of the following regulations protect and secure you more as it results from the current law. We are proud that we can meet the requirements of the modern, pro-consumer luxury market, knowing that the excellent quality of Luxum and the promises made should be reflected in the regulations. If anything is incomprehensible, or you have any doubts, we will be happy to explain.

## TABLE OF CONTENTS:

1. GENERAL INFORMATION
2. ELECTRONIC SERVICES PROVIDED BY LUXUM
3. CONDITIONS FOR CONCLUDING A SALES CONTRACT
4. METHODS AND TERMS OF PAYMENT FOR THE PRODUCT
5. COST, METHODS AND DATE OF DELIVERY AND RECEIPT OF THE PRODUCT
6. PRODUCT COMPLAINT
7. OUT-OF-COURT COMPLAINT AND REDRESS PROCEDURES, AND RULES OF ACCESS TO THESE PROCEDURES AND RIGHT OF WITHDRAWAL FROM THE CONTRACT
8. WARRANTIES AND WITHDRAWAL FROM THE CONTRACT
9. PROVISIONS CONCERNING ENTREPRENEURS
10. PROTECTION OF PERSONAL DATA
11. FINAL PROVISIONS
12. TERMS OF ORDER FOR ARCHITECTURAL CONCRETE SLABS
13. TERMS OF ORDER FOR THE SANITARY EQUIPMENT
14. TERMS OF ORDER FOR INTERIOR EQUIPMENT, FURNITURE AND UNUSUAL ARCHITECTURAL FORMS
15. FINAL INFORMATION

Luxum cares about consumer rights. The Consumer may not waive the rights granted to him in the Consumer Rights Act. Provisions of contracts less favorable for the consumer than the provisions of the Consumer Rights Act are invalid, and in their place the provisions of the Consumer Rights Act apply. Therefore, the provisions of these Regulations are not intended to exclude or limit any consumer rights that they have under mandatory provisions of law, and any possible doubts should be explained in favor of the consumer. In case of any non-compliance of the provisions of these Regulations with the above provisions, these provisions shall prevail and shall be applied.

## 1. GENERAL INFORMATION

- 1.1. Luxum on the website [www.luxum.pl](http://www.luxum.pl), [www.carbonc14.pl](http://www.carbonc14.pl), [www.cristalstone.pl](http://www.cristalstone.pl), [www.luminato.eu](http://www.luminato.eu), [www.architektoniczny-beton.pl](http://www.architektoniczny-beton.pl) is run by a business activity under the name Homsa sp. z o.o. entered into the National Court Register (pl: KRS) 0000706686. Address of the company and address for service: Dekerta 44, 30-703 Kraków, NIP: 679 316 0462, electronic postal address: [biuro@luxum.pl](mailto:biuro@luxum.pl), phone number: 12 346 49 11. Referred to in the further part of the Regulations as a: Company, Contractor, Supplier, Seller, Luxum.
- 1.2. These Regulations are addressed to both consumers and entrepreneurs using distance orders in Luxum (except of point 11 of the Regulations, which is addressed only to entrepreneurs).
- 1.3. The administrator of personal data processed in connection with the implementation of the provisions of these Regulations is the Service Provider. Personal data is processed for the purposes, to the extent and based on the principles indicated in the privacy policy published on the Online Store website. Providing personal data is voluntary. Each person whose personal data is processed by the Service Provider has the right to get access to the information and the right to update and correct them.

### 1.4. Definitions:

WORKING DAY – one day from Monday to Friday excluding public holidays.

REGISTRATION FORM – a form available on the [www.luxum.pl](http://www.luxum.pl) portal that allows you to create an Account.

ORDER FORM – It is an electronic service. An interactive form is available on the [www.luxum.pl](http://www.luxum.pl) portal. It allows you to place an Order, and specify the terms of the Sales Agreement, including the method of delivery and payment.

CUSTOMER – (1) an individual with full legal capacity, and in cases provided for by generally applicable regulations, also an individual with limited legal capacity; (2) a legal person; or (3) one organization without legal personality to which the law confers legal capacity; - who has concluded or intends to conclude a Sales Agreement with the Seller.

CIVIL CODE – the Civil Code Act of 23 April 1964 (Journal of Laws of 1964, No. 16, item. 93 as amended).

ACCOUNT – It is an electronic service, marked with an individual name (login) and password provided by the User's service provider, a set of resources in the Service Provider's ICT system, in which the data provided by the Service Recipient and information about the Orders placed by him in the Online Store are collected.

NEWSLETTER – It is an electronic service. An electronic distribution service provided by the Service Provider via e-mail, which allows all Service Recipients using it, to automatically receive from the Service Provider periodic content of subsequent editions of the Newsletter containing information about products, news and promotions in the Online Store.

PRODUCT – a movable item available in the Luxum offer that is the subject of the Sales Agreement between the Customer and the Seller.

REGULATIONS – these regulations for Orders Placed Remotely.

PORTAL/PAGE – the service provider's website enabling the presentation of goods.

SALESPERSON, SERVICE PROVIDER, MANUFACTURER, COMPANY – Homsa sp. z o. o. represented by Robert Bardo, Rafał Łukawski, Gracjan Piszczek, who are the owners of the LUXUM brand

SALE CONTRACT – a contract for the sale of the Product concluding or concluded between the Customer and the Seller via the [www.luxum.pl](http://www.luxum.pl) website or e-mail.

ELECTRONIC SERVICE – a service provided electronically by the Service Provider on the customer's website or e-mail.

SERVICE RECIPIENT – (1) a natural person with full legal capacity, and in cases provided for by generally applicable regulations, also a natural person with limited legal capacity; (2) a legal person; or (3) an organizational unit without legal personality to which the law confers legal capacity; - using or intending to use the Electronic Service.

CONSUMER RIGHTS ACT – Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827, as amended).

ORDER – the Customer's declaration of will submitted using the Order Form or e-mail and aimed directly at concluding the Product Sales Agreement with the Seller.

## 2. ELECTRONIC SERVICES PROVIDED BY LUXUM

2.1. The following Electro Services are available on the [www.luxum.pl](http://www.luxum.pl) portal: e-mail addresses with redirection.

2.2. Technical requirements necessary for cooperation with the ICT system used by the Service Provider:

(1) computer, laptop or other multimedia device with Internet access; (2) access to e-mail; (3) web browser: Mozilla Firefox version 11.0 and higher or Internet Explorer version 7.0 and higher, Opera version 7.0 and higher, Google Chrome version 12.0.0 and higher; (4) recommended minimum screen resolution: 1024x768; (5) enabling the ability to save cookies and JavaScript in the web browser.

2.3 The Customer is obliged to use electronic communication tools in a manner consistent with the law and good manners, bearing in mind respect for personal rights as well as copyrights and intellectual property of the Service Provider and third parties.

The Service Recipient is obliged to enter data consistent with the actual state.

The Service Recipient is prohibited from providing illegal content.

2.4. Complaint procedure in electronic services:

2.4.1. Complaints related to the provision of Electronic Services by the Service Provider and the remaining complaints related to the operation of the [www.luxum.pl](http://www.luxum.pl) portal (excluding the Product complaint procedure, which is indicated in points 6 and 7 of the Regulations) may be submitted by the Customer by writing to the address of the Service Provider's registered office or e-mail address [biuro@luxum.pl](mailto:biuro@luxum.pl):

2.4.2. It is recommended that the Customer provides in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of irregularities; (2) demands from the Customer; and (3) contact details when submitting a complaint – this will simplify and accelerate the consideration of the complaint by the Service Provider. The requirements given in the previous sentence are only in the form of a recommendation and do not affect the effectiveness of complaints submitted without the recommended description of the advertisement.

2.4.3. The Service Provider shall respond to the complaint immediately, no later than within 14 calendar days from the date of its submission.

### 3. CONDITIONS FOR CONCLUDING A SALES CONTRACT

- 3.1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed an Order using the Order Form or a clear declaration of will in e-mail correspondence with an authorized representative of the brand.
- 3.2. The prices of the Products shown on the [www.luxum.pl](http://www.luxum.pl) website and Luxum websites are given in Polish zlotys and include taxes. The total price including taxes of the Product being the subject of the Order, as well as delivery costs (including transport fees, delivery and postal services), and other costs, and when it is not possible to determine the amount of these fees – about the obligation to pay them, the Customer is informed on the website or by electronic correspondence (SMS, mms, e-mail, instant messengers, social media ) at the time of expressing the Customer's will to be bound by the Sales Agreement, at the latest when placing an order and determining the details of the order.
- 3.3. Procedure for concluding a Distance Contract
  - 3.1.1. Placing an order takes place by expressing the will in e-mail correspondence or an order form, if such a technical possibility is available.
  - 3.1.2. After placing the Order, the Seller immediately confirms its receipt and at the same time accepts the Order for implementation. Confirmation of the Order and its acceptance for implementation takes place by sending by the Seller to the Customer an appropriate e-mail to the Customer's e-mail address provided during the ordering process, which contains at least the seller's statements about the receipt of the Order and its acceptance for implementation and confirmation of the conclusion of the Sales Agreement. Upon receipt by the Customer of the mentioned e-mail message, it concludes a Sales Agreement between the Customer and the Seller.

3.3. Consolidation, securing and making available to the Customer the content of the concluded Sales Agreement takes place by (1) making these Regulations available on the website of the [www.luxum.pl](http://www.luxum.pl) (2) sending the Customer an e-mail message referred to in point 3.3.2. The content of the Sales Agreement is additionally recorded and secured in the IT system of the Seller's Online Store.

3.4. The amount of the Contractor's remuneration (Homsa sp. z o.o.) for the order placed may be changed after 6 months from the date of conclusion of the contract, if the product has not been implemented by that moment.

#### 4. METHODS AND TERMS OF PAYMENT FOR THE PRODUCT

4.1. The Seller provides the Customer with the following methods of payment under the Sales Agreement:

4.1.1. Payment in cash "cash on delivery" upon receipt of the parcel (applies to advance payment transactions)

4.1.2. Payment in cash (self-pickup).

4.1.3. Payment by debit or credit card VISA or Mastercard.

4.1.4. Payment by bank transfer to the Seller's bank account.

4.1.5. Bank: mBank

4.1.6. Account number: 08 1140 2004 0000 3702 8225 5908 or other indicated on the payment document.

4.1.7. In the event of a failure of the payment system, any other account number of the bank providing services in the territory of the Republic of Poland may be indicated.

4.1.8. Electronic payments and card payments via the PayU.pl service – current possible payment methods are specified on the website [www.luxum.pl](http://www.luxum.pl) in the "how to order" tab, and on the website of <http://www.payu.pl>. At the same time, the technical possibility of electronic payments by credit

card may not be available. In this case, the payment information will not be placed on the luxum.pl website.

4.1.9. Settlements of transactions with electronic payments and payment cards are carried out according to the Customer's choice via the PayU.pl service.

4.1.10. Electronic payments and payment cards are handled by: PayU.pl – PayU S.A. with its registered office in Poznań (registered office address: Grunwaldzka Street 182, 60-166 Poznań).

The company is entered into the Register of National Entrepreneurs on the Court Register under number 0000274399, registration files kept by the District Court Poznań – Nowe Miasto and Wilda in Poznań, share capital in the amount of PLN 4,000,000 fully paid, NIP: 779-23-08-495.

4.2. Payment term:

4.2.1. If the Customer chooses cash payments and self-pickup, payment by bank transfer, electronic payments or payment by card, the Customer is obliged to make the payment within 1 day from the conclusion of the Sales Agreement.

4.2.2. Due to the specificity of the ordered goods and services, the method and date of payment can be determined individually, including installment payments and forms of advance payments.

4.2.3. The seller may refuse to sell "on delivery" or without advance payment or down payment.

4.2.4. The prices given on the manufacturer's website and in publications, leaflets and other marketing materials are informative and in accordance with the regulations do not constitute a commercial offer.

## 5. COST, METHODS, AND DATE OF DELIVERY AND RECEIPT OF THE PRODUCT

- 5.1. Delivery of the Product is available on the territory of the Republic of Poland and under conditions throughout the world.
- 5.2. Delivery of the Product to the Customer is chargeable unless the Sales Agreement provides otherwise. The costs of delivery of the Product (including charges for transport, delivery and postal services) are indicated to the Customer at the latest at the time of expressing the Customer's will to be bound by the Sales Agreement. Delivery costs may also be given on the website [www.luxum.pl](http://www.luxum.pl). There is a derogation from this rule, if the buyer did not provide an address, did not express a desire to deliver or it was not possible to estimate the transport on the day of expressing the will to conclude the sale, due to unusual dimensions, specificity of the goods and/or the specificity of transport.
- 5.3. Self-pickup of the Product by the Customer is free of charge.
- 5.4. The Seller provides the Customer with the following methods of delivery or collection of the Product:
  - 5.4.1. Postal item, cash on delivery mail under conditions determined individually.
  - 5.4.2. Courier shipment, courier shipment cash on delivery and under the conditions determined individually.
  - 5.4.3. The customer can order individual transport. The cost of such transport will be determined individually.
  - 5.4.4. Self-pickup is available at: Dekerta 44 Street 30-703 Kraków on Weekdays, from 10:00 to 16:00.

In the case of bulky goods, the address of self-pickup may change. In the case of large-size products, the Customer collecting the goods in person is obliged to have a suitable vehicle with technical devices allowing for safe loading and transport.

5.5. The deadline for delivery of the Product to the Customer is up to 7 working days unless a different date is specified in the description of a given product or when placing an order. In the case of Products with different delivery dates, the delivery date is the longest given period,

which, however, may not exceed 7 working days, unless otherwise indicated in the product description or when placing an order. The beginning of the period of delivery of the Product to the Customer is counted as follows:

5.5.1. If the Customer chooses the method of payment by bank transfer, electronic payment, or payment card - from the date of crediting the Seller's bank account or settlement account.

5.5.2. The delivery date of the product can be determined individually.

5.6. The date of readiness of the Product for collection by the Customer – if the Customer chooses to collect the Product personally, the Product will be ready for collection by the Customer within 7 working days, unless a different date is specified in the description of a given Product or when placing an Order. In the case of Products with different collection readiness dates, the date of readiness for collection is the longest given date, which, however, may not exceed 7 working days, unless the order was specified otherwise. The Customer will be informed about the readiness of the Product for collection by the Seller by sending an appropriate e-mail to the Customer's e-mail address provided when placing the Order. The beginning of the period of readiness of the Product for collection by the Customer is counted as follows:

5.6.1. If the Customer chooses the method of payment by bank transfer, electronic payment or payment card – from the date of crediting the Seller's bank account or settlement account.

5.6.2. If the Customer chooses the method in cash and self-pickup – from the date of conclusion of the Sales Agreement.

5.6.3. Methods of payment on delivery can be agreed upon individually.

5.6.4. Payment by credit card is available if there is such a technical possibility on a given day. Luxum will inform you about the technical possibility of paying with credit cards on the [www.luxum.pl](http://www.luxum.pl) website in the "how to order" tab.

5.6.5. Delivery of products is possible throughout the world, for a fee. The price is set individually and charged in advance. Delivery is possible if there is a transport company on the territory of the recipient's country that guarantees actual delivery.

5.6.6. In the case of returning the goods from abroad, the customer is entitled to a refund of forwarding costs in the amount not exceeding the delivery on the territory of the Republic of Poland.

5.6.7. The acceptance procedures must be followed and the goods received must be checked fully with the supplier. If visible defects are found, write a protocol with the supplier.

5.6.8. The Customer is obliged to organize and secure the place of unloading.

5.6.9. Unless otherwise agreed in writing, deliveries are made by a truck of 3.5 t, without being brought, to a place that can be delivered from the point of legal regulations and technical possibilities of transport by an ordinary, hand pallet truck operated by one person. The Supplier is not obliged to wait for the Recipient to unload for over 5 minutes.

5.6.10. Refusal to accept the goods due to the inability to unload or take over the management by the Recipient, is treated as a finished delivery. Additional delivery may include a transport and storage fee.

5.6.11. After unloading, the goods must be carefully checked with the supplier. In case of mechanical damage, a damage report must be written without delay. After accepting the goods by the customer without checking, the Ordering Party takes the risk of potential mechanical damage.

5.6.12. The Supplier shall not be responsible and shall not be responsible for any costs for the organization of unloading and bringing the ordered goods. The planned date and exact time of delivery is only approximate and cannot be the basis for any requests or returns, or the reason for withdrawal from the contract, or the reason for refusing to accept the goods in part or in whole.

5.6.13. In case of force majeure in the form of unease, riots, martial law, state of emergency, declaration of an epidemic or pandemic of infectious diseases, natural disasters on the Polish territory or locally, where the headquarters or production facilities of the Seller or its subcontractors are based - the production, delivery of goods and services may be suspended until the above-mentioned causes and their effects ease. In the event of force majeure, the supplier shall not be responsible to the customer for the absence, delay, or incomplete performance of the delivery of the goods or services.

6. PRODUCT COMPLAINT (APPLIES TO SALES CONTRACTS CONCLUDED WITH A CUSTOMER WHO IS A CONSUMER).

Valid from 25.12.2014.

- 6.1. The basis and responsibilities of the Seller towards the Customer, if the sold Product has a physical or legal defect (warranty) are specified by generally applicable law, in particular in the Civil Code.
- 6.2. The Seller is obliged to provide the Customer with a Product without defects. Detailed information on the Seller's responsibility for a defect in the Product and the rights of the Customers are specified in the Act of 30 May 2014 on Consumer Protection.
- 6.3. The complaint may be submitted by the Customer:
- in writing to the following address: Jana Dekerta 44, 30-703, Kraków
  - in electronic form via e-mail to the following address: [biuro@luxum.pl](mailto:biuro@luxum.pl).
- 6.4. It is recommended that the Customer provides in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of the defect; (2) request a method of bringing the product into compliance with the Sales Agreement or a statement on price reduction or withdrawal from the Sales Agreement; and (3) contact details of the complainant – this will facilitate and prompt consideration of the complaint to the Seller. The requirements given in the previous sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.
- 6.5. The Seller will respond to the complaint of the Client being a consumer immediately, no later than within 14 calendar days from the date of its submission. Failure to respond to the Seller within the above deadline means that the Seller considered the complaint to be justified (applies only to consumers).
- 6.6. In case it is necessary for the Seller to deliver the Product to the Seller in order for the Customer to submit a complaint to the Seller or to execute the Customer's rights under the warranty, the Customer will be asked by the Seller to deliver the Product at the cost of the Seller to the address Jana Dekerta 44 30-703 Kraków. If, however, due to the type of defect, the type of Product or the method of its installation, the delivery of the Product by the Customer would be impossible or excessively difficult, the Customer will be asked to make the product available, after a prior arrangement of the date, for the Seller to see the Seller's Product in the place where the Product is located.

6.7. The request to deliver the Product referred to in point 6.6 does not affect the time limit for the Seller's response to the Customer's complaint referred to in point. 6.5 and does not violate the Customer's right to demand from the Seller the dismantling of the defective Product and re-installation of the Product after replacement with the one that is free from defects or removal of the defect, referred to in Article 561[1] of the Civil Code.

6.8. The methods of complaint of a particular assortment may be regulated by additional regulations, referred to as "order conditions" or "specifications" in the further part of the regulations.

6.9. The Seller does not accept complaint shipments or cash on delivery returns.

6.10. Sending the product complained about to the guarantor may also take place at the expense of the person submitting the complaint about the product. If the complaint is accepted, the guarantor shall immediately return to the complainant the cost of the shipment up to the amount of the cheapest postal or courier shipment, taking into account the weight and volume of the shipment. The cost of shipping may be higher than for a regular parcel or postal shipment. Securing the shipment during transport is necessary and it is the complainant's responsibility.

6.11. If the sending of the product complained about is associated with an excessive burden for the consumer, then the guarantor organizes the transport. The Consumer is obliged to prepare the product for transport, secure and hand over the goods to the carrier in a place technically accessible for the transport vehicle. 6.12. The Seller (Company, Contractor, Supplier, Company, Seller) shall not be responsible for the actions of third parties when the ordered goods were in the management of the Ordering Party or were in the place indicated by him. The Supplier may leave the goods at the risk of the Ordering Party, in the place indicated by the Ordering Party without a receipt.

6.13. NON-JUDICIAL WAYS OF DEALING WITH COMPLAINTS AND SEEKING REDRESS AND THE RULES OF ACCESS TO THESE PROCEDURES FOR THE CONSUMER.

6.13.1. Detailed information on the possibility for the Customer who is a consumer to use out-of-court methods of dealing with complaints and seeking redress and the rules of access to these procedures are available at the offices and on the websites of county (city) consumer rights advisers , social organizations whose statutory tasks include consumer

protection, Provincial Inspectorates of Trade Inspection and at the following Internet addresses of the Office of Competition and Consumer Protection:

[http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php);

[http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php) and

[http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php).

6.13.2. A customer who is a consumer has the following exemplary possibilities of using out-of-court methods of dealing with complaints and seeking redress:

6.13.3. The Customer is entitled to apply to the permanent arbitration court referred to in Article 37 of the Act of 15 December 2000 on Trade Inspection (Journal of Laws of 2001 No. 4, item 25, as amended), with a request to resolve the dispute arising from the concluded Sales Agreement. The regulations of the organization and operation of permanent consumer arbitrations are set out in the Regulation of the Minister of Justice of 25 September 2001 on the determination of the rules of organization and operation of permanent consumer arbitration courts. (Journal of Laws. 2001, no. 113, item. 1214).

6.13.4. Client is entitled to apply to the provincial inspector of the Trade Inspection, in accordance with Article 36 of the Act of 15 December 2000 on trade inspection (Journal of Laws, 2001 No. 4 item 25, as amended), with a request to initiate mediation proceedings regarding the field of termination of the dispute between the Customer and the Seller. Information on the rules and procedure of the mediation procedure conducted by the provincial inspector of the Trade Inspection is available at the offices and on the websites of individual Provincial Inspectorates of the Trade Inspection.

6.13.5. The Customer may obtain free assistance in resolving the dispute between the Customer and the Seller, also using the free assistance of the district (municipal) consumer rights adviser or a social organization whose statutory tasks include consumer protection (i.e. the Consumer Federation, the Association of Polish Consumers). Advice is provided by the Consumer Federation at the free consumer hotline under the number: 800 007 707, and by the Association of Polish Consumers at the email address [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl).

The customer has the right to appeal against a negative decision on the consideration of the complaint to the Management Board of HOMSA.

The Management Board will notify the Client of the resolution within 30 days from the date of receipt of the complaint.

7. GUARANTEES AND THE RIGHT TO WITHDRAW FROM THE CONTRACT (APPLIES TO SALES CONTRACTS CONCLUDED BY CONSUMERS FROM 25 DECEMBER 2014)

Luxum usually provides manufacturing services the subject of which is a non-prefabricated product, manufactured according to the consumer's specifications or serving to satisfy his individual needs, so withdrawal from a distance contract may be impossible or limited, to the extent that it is for ordinary prefabricated goods.

7.1. A Consumer who has concluded a distance contract may withdraw from it within 14 calendar days without giving a reason and without incurring costs, except for the costs specified in point 7.8 of this document. To meet the deadline, it is sufficient to send a statement before its expiry. A statement of withdrawal from the contract may be made, for example:

- in writing to the following address: Galeria Luxum ul. Dekerta 44, 30-703 Krakow
- in electronic form via e-mail to the following address:  
biuro@luxum.pl.

7.2. An exemplary model withdrawal form is included in Annex 2 to the Consumer Rights Act.

The consumer may use the model form, but it is not mandatory.

7.3. The period for withdrawal from the contract begins:

- 7.3.1. for the contract under which the Seller issues the Product, being obliged to transfer its ownership (e.g. Sales Agreement) – from taking possession of the Product by a partner or a third party designated by it other than the carrier, and in the case of a contract that: (1) covers many Products that are delivered separately, in batches or parts – from taking possession of the last Product, batch or part or (2) depends on regular delivery of Products for a definite period – from taking possession of the first of the Products;
- 7.3.2. for other contracts – from the date of conclusion of the contract.

7.4. In the event of withdrawal from a distance contract, the contract is considered to be invalid.

7.5. The Seller is obliged to immediately, no later than within 14 calendar days from the date of receipt of the consumer's statement of withdrawal from the contract, return to the consumer all payments made by him, including the costs of delivery of the Product (except additional costs resulting from the delivery method chosen by the Customer other than the cheapest ordinary delivery method.) The seller shall refund the payment using the same method of payment as used by the consumer, unless the consumer has expressly agreed to another method of return that does not entail any costs for him. If the Seller has not offered to collect the Product from the consumer himself, he may withhold the refund of payments received from the consumer until the Product is received back or the consumer provides proof of its return, whichever occurs first.

7.6. The Consumer is obliged to immediately return the Product to the Seller or hand it over to a person authorized by the Seller to collect it no later than within 14 calendar days from the date on which he withdrew from the contract, unless the Seller offered to collect the Product himself. To meet the deadline, it is enough to send back the Product before its expiry. The Consumer may return the Product to address: Dekerta 44, 30-703 Krakow.

7.7. The Consumer is responsible for the decrease in the value of the Product resulting from using it in a way that goes beyond what is necessary to determine the nature, characteristics and functioning of the Product.

7.8. Possible costs related to the consumer's withdrawal from the contract, which the consumer is obliged to bear:

7.8.1. If the consumer has chosen a method of delivery of the Product other than the cheapest usual method of delivery, the Seller is not obligated to reimburse the consumer for the additional costs incurred by him. Due to the specificity of Luxum products, shipments prices may be higher than regular postal package. The seller does not reimburse the costs of repackaging, security, handling etc.

7.8.2. The Consumer bears directly the costs of returning the Product.

7.8.3. Due to the specificity of Luxum products and services, which are prepared

at the customer's individual order, tailored to his needs in the case of a Product or Product that is a service, their performance begins immediately, i.e. began before the deadline for withdrawal from the contract, the consumer who performs the right to withdraw from the contract after submitting such a request, is obliged to pay for the services provided until the withdrawal from the contract. The amount of the payment shall be calculated in proportion to the extent of the performance provided, taking into account the contractually agreed price or remuneration.

If the price or remuneration is excessive, the basis for calculating this amount shall be the market value of the service provided. If the customer does not agree to start performing the service or product at the time of conclusion of the contract, he should withdraw from the conclusion of the contract.

7.8.4. If the Seller receives the returned goods in a deteriorated condition, he will deduct the amount to be refunded in proportion to the value of the goods.

7.8.5. Architectural concrete slabs and some products from the Seller's offer, due to their specificity, are each time manufactured at the individual order of the customer, and each of them has variable features characteristic of this type of product, which is why the Seller applies entitled exclusions from the statutory general principle of the possibility of returns and withdrawal from the contract within 14 days for reasons attributable to the customer – see section 8.9.1 (3), exemptions from the general rule are also granted in the case of custom-made or individually defined characteristics, furniture and sanitary equipment or decorative panels, lighting, wall cladding.

7.9. The right to withdraw from a distance contract is not entitled to the consumer concerning contracts:

(1) for the provision of services, if the Seller has fully performed the service with the express consent of the consumer, who was informed before the start of the service that after the performance of the service by the Seller will lose the right to withdraw from the contract;

- (2) in which the price or remuneration depends on fluctuations in the financial market over which the Seller have no control and which may occur before the deadline for withdrawal from the contract;
- (3) in which the subject of the service is the Product, manufactured according to the consumer's specifications or serving to satisfy his individualized needs;
- (4) in which the subject of the service is a Product subject to rapid deterioration or having a short shelf life;
- (5) in which the subject of the service is the Product delivered in a sealed package, which after opening the package cannot be returned due to health protection or hygienic reasons, if the packaging was opened after delivery;
- (6) in which the subject of the service are Products which, after delivery, due to their nature, are inseparably connected with other things;
- (7) in which the subject of the service is alcoholic beverages, the price of which was agreed upon at the conclusion of the Sales Agreement, and the delivery of which may take place only after 30 days and whose value depends on fluctuations in the market over which the Seller has no control;
- (8) in which the consumer has expressly requested that the Seller come to him for urgent repair or maintenance; if the Seller provides additional services other than those requested by the consumer, or provides products other than spare parts necessary to perform repair or maintenance, the right to withdraw from the contract is entitled to the consumer in relation to additional services or Products;
- (9) in which the subject of the service are sounds or visual recordings or computer programs delivered in a sealed package, if the packaging was opened after delivery;
- (10) for the supply of newspapers, periodicals or magazines, except a subscription contract;
- (11) concluded by public auction;
- (12) the provision of accommodation services, other than for residential purposes, carriage of goods, car rental, catering, leisure, entertainment, sporting or cultural events, if the contract specifies the date or period of provision of the service,
- (13) for the supply of digital content that is not recorded on a tangible medium, if the performance of the service began with the express consent of the consumer before the

deadline for withdrawal from the contract and after informing him by the Seller about the loss of the right to withdraw from the contract,

(14) When a prefabricated product changes its aesthetic or technical characteristics as a result of storage, transport, etc. (e.g. architectural concrete).

7.10. The standard warranty for a customer who is a consumer for all services and goods is 24 months from the date of purchase. Provisions regarding buyers who are not consumers (e.g. companies, institutions) in the field of warranty protection are described in chapter 9 of the regulations.

7.11. The warranty does not cover mechanical, thermal, chemical and radiation damage and traces of use.

7.12. Self-alterations and changes to the product void the warranty. Installation of products that are not intended to be permanently bonded with the structure of the building or other objects (e.g. washbasins, bathtubs, countertops, cabinets, furniture, shower trays, small architecture, concrete slabs for installation other than glue), in a way that prevents free service access, including disassembly, or in a way that may cause damage to other items - causes the loss of the warranty. Permanent assembly of this type of products is solely under the responsibility of the Ordering Party.

7.13. Failure to follow installation recommendations, instructional information, maintenance, and cleaning instructions may void the warranty.

7.14. When submitting a complaint, please specify the date of purchase or send a copy of the invoice or receipt.

7.15. It is recommended that you upload photos documenting the problem.

7.16. Detailed warranty conditions for individual types of products can be described in the specifications for these products and individual provisions of the regulations in the further part of these regulations.

7.17. In case of force majeure, until its effects are removed, the Seller may suspend operating activities without informing the customer.

## 8. PROVISIONS CONCERNING ENTREPRENEURS

- 8.1. This is the most important point of the Regulations and the provisions contained there apply only to Customers and Service Recipients who are not consumers.
- 8.2. The Seller has the right to withdraw from the Sales Agreement concluded with the Customer. Withdrawal from the Sales Agreement in this case may take place without giving a reason and does not give rise to any claims against the Seller on the part of the Customer who is not a consumer.
- 8.3. In the case of Customers who are not consumers, the Seller has the right to limit the available payment methods, including requiring prepayment in whole or in part, regardless of the method of payment chosen by the Customer and the fact of concluding the Sales Agreement.
- 8.4. Upon release of the Product by the Seller to the carrier the benefits and burdens associated with the Product and the risk of accidental loss or damage to the Product pass to the Customer who is not a consumer. In this case, the Seller is not responsible for loss, decrease or damage of the product that was created from taking it for transport until it was handed over to the Customer and for the delay in the carriage of the shipment.
- 8.5. If the Product is sent to the Customer via carrier Client who is not a consumer is obliged to examine the shipment at the time and in the manner adopted for shipments of this type. If he finds that during the transport there was a loss or damage to the Product, he is obliged to perform all actions necessary to determine the responsibility of the carrier.
- 8.6. According to Article 558 § 1 of the Civil Code, responsibility of

the Seller is excluded from the warranty for the Product towards the Customer who is not a consumer.

- 8.7. Unless the warranty conditions are established individually in correspondence between the Parties, the seller provides a 12-month warranty for products and the service. If the warranty is accepted, the repair takes place within 14 days of notification, and in exceptional cases up to 30 days. If the repair is not possible within 30 days, the Guarantor will set a new deadline.
- 8.8. Responsibility of the Service Provider/Seller concerning The Service Recipient/Customer who is not a consumer, regardless of its legal basis, is limited - both as part of a single claim, as well as for all claims in total - to the amount of the price paid and delivery costs under the Sales Agreement, but not more than to the amount of one thousand polish zloty. The Service Provider/Seller is responsible to the Customer /Customer who is not a consumer only for typical damages predicted at the time of conclusion of the contract and is not responsible for lost profits or opportunities concerning the Customer / Customer who is not a consumer.
- 8.9. In the event of withdrawal from the contract for reasons attributable to  
The Ordering Party's prepayments or deposits will not be returned.
- 8.10. The producer (guarantor) is not obliged to carry out for the benefit of  
Recipients of the guarantee of other activities or deliveries than those ordered and paid by the Recipient and at the same time accepted for implementation by the Guarantor. The Guarantor shall not be obliged to pay the Recipient any compensation for loss or damage under the guarantee granted, including loss of profit, earnings or loss of time, or personal loss or other indirect consequential damage. The Manufacturer's obligation to deliver to

the Recipient of the guarantee may not be extended to products without defect delivered with defective products.

- 8.11. Any disputes arising between  
The Seller/Service Provider/Producer/Guarantor, and the Customer/Service Recipient who is not a consumer, are subject to the competent court due to the seat of the Seller/Service Provider.
- 8.12. In the event of force majeure, until its consequences are removed, the Seller may suspend operations without separate notice to the Customer. Deliveries of goods and services may be suspended during this time, for which the Seller does not bear any responsibility.

## 9. PROTECTION OF PERSONAL DATA

Privacy Policy following the GDPR system and the Act on the Protection of Personal Data (Journal of Laws of 1997, No. 133, item 883)

- 9.1. By using the contact form on the LUXUM website, providing the data necessary to conclude the contract, start the design process and send the order - the user agrees to the processing of personal data.
- 9.2. The administrator of the data is Homsa sp. z o.o.
- 9.3. Owner of personal data registered by Homsa sp. z o.o. has the right to request the deletion of personal data:
- 9.3.1. In writing to the address of the registered office of Homsa sp. z o.o. Jana Dekerta 44, 30-703 Krakow
- 9.3.2. By e-mail to: [biuro@luxum.pl](mailto:biuro@luxum.pl)
- 9.4. User data is factual information that allows determining a natural person, e.g. name, surname, address, e-mail address.

User data (computer IP, name, surname, e-mail address, address) may be used for marketing purposes (e.g. newsletter system).

The customer has the right to inspect his data, correct them and has the right to "forget" if he expresses such a will.

10.7 All data provided by users are protected by the admin of the personal data provider – Homsa sp. z o.o.

## 10. FINAL PROVISIONS

10.1. Contracts concluded through Luxum are concluded in the Polish language.

10.2. Amendment to the Regulations:

10.2.1. The Service Provider reserves the right to make changes to the Regulations for important reasons, i.e.: changes in the law; changes in payment and delivery methods – to the extent that these changes affect the implementation of the provisions of these Regulations.

10.2.2. In the event of the conclusion of continuous contracts based on these Regulations (e.g. provision of Electronic Services – Account), the amended regulations bind the Customer, if the requirements set out in Articles 384 and 384[1] of the Civil Code have been met, i.e. the Customer has been correctly notified of the changes and has not terminated the contract within 14 calendar days from the date of notification. In case the amendment to the Regulations results in the introduction of any new fees or an increase in the existing ones, the Customer who is a consumer has the right to withdraw from the contract.

10.2.3. In the event of concluding contracts of a different nature than continuous contracts based on these Regulations (e.g. Sales Agreement), amendments to the Regulations will not violate the acquired rights of Service Recipients / Customers who are consumers before the date of entry into force of amendments to the Regulations, in particular amendments to the Regulations will not affect already placed or submitted Orders and concluded, implemented or performed Sales Agreements.

- 10.3. In matters not covered by these Regulations, the generally applicable provisions of Polish law shall apply, in particular: the Civil Code; Act on the provision of electronic services of 18 July 2002 (Journal of Laws 2002 No. 144, item 1204, as amended); for Sales Agreements concluded from 25 December 2014 with Customers who are consumers - the provisions of the Consumer Rights Act of 30 May 2014 (Journal of Laws of 2014. item 827, as amended); and other relevant provisions of the generally applicable law.
- 10.4. In the case of products in the field of sanitary equipment, architectural concrete, various types of interior furnishings, building and decorative materials, additional provisions of the regulations apply, which are an integral part of these regulations.
- 10.5. The Supplier's/Manufacturer's websites may contain information containing errors, The information contained in the websites does not constitute a commercial offer.

## 11. TERMS OF ORDER FOR ARCHITECTURAL CONCRETE SLABS

Thank you for your willingness to order slabs of real architectural concrete Luxum (CREATIVE-CONCRETE) and congratulations on your good choice. By choosing this product, you can be sure that you will receive a product manufactured according to a unique technology, modern, and meeting the most stringent standards for architectural concrete cladding. What is very important, thanks to the fact that you have chosen these architectural concrete slabs, you will also save on costs and installation time. The following terms of the contract are general information regarding the implementation of the contract for architectural concrete slabs. The details of the size of the plates, the type of invoice, the color and method and the date of delivery are determined individually, also using electronic means of communication using the Internet, by telephone or fax, if such a technical possibility exists at a given moment.

Luxum natural architectural concrete slabs are top-class decorative plates of high quality and excellent aesthetic qualities, free of harmful artificial fibers. Ideal for interiors, facades, walls, floors, pillar casings, fireplaces, window sills, fences, and small architecture.

Luxum plates are frost-resistant and refractory (class A1).

We are faithful to the principle that the greatest good is a satisfied customer. Reliable service and clear instructions, and the following information will guarantee you that you will enjoy a perfectly arranged interior, in a post-industrial, very modern, European style.

Please read and follow the instructions provided.

Luxum architectural concrete slabs have a CE approval certificate and PZH attestation.

The supplier (also called the Producer, Contractor) is a registered business entity

– conducting business activity under the name Homsa sp. z o.o. with its registered office in Kraków, Dekerta 44 30-703 Kraków

The Ordering Party shall collect the ordered assortment at the address indicated by the Manufacturer. Personal collection is free of charge.

At the request of the contracting authority, the ordered plates and other assortments can be delivered by company transport or courier for an additional fee, depending on the date and place of delivery. Due to the nature of the goods, which is architectural concrete, shipping is carried out on pallets without a carrying service. The supplier (courier) has a truck equipped with a hydraulic unloading ramp and a manual pallet truck for transporting goods on a pallet.

The Ordering Party may also indicate the carrier from the Manufacturer's production facility or warehouse, then the Manufacturer will order such a transport service. This service is chargeable and depends on the number of plates ordered and the place of delivery.

The Manufacturer's task is to produce individual orders for the Customer/Ordering Party:

Architectural concrete slabs in the size and color selected by the Ordering Party according to the current offer of the Manufacturer, from the template of the color palette of architectural concrete placed on the website [www.luxum.pl](http://www.luxum.pl), or based on the sample template of the Luxum Architectural Concrete Slabs. At the same time, the actual coloring and structure of the ordered goods may differ from the sample or goods on display. Also, individual copies of the plates may differ to varying degrees in color and dimensions, especially thickness and arcuate deformation, and dimensions in the outline.

Impregnant for architectural concrete solvent or water-based in the amount of 0.2-0.35 liters per 1 m<sup>2</sup> of the slab.

Liquid soil for priming the substrate and concrete slabs for priming the tangent surface with the ground or adhesive soil with the waterproofing function. One-component adhesive based on hybrid anhydrous, in cartouches of 290 ml and a capacity of up to 1.5 m<sup>2</sup>, for the installation of concrete slabs properly prepared by the installer on difficult substrates, both inside and outside buildings. At the same time, the efficiency of hybrid glue may be limited due to technical conditions of assembly, but this efficiency cannot be less than 0.72 m<sup>2</sup> of 1 cartouche.

The use of impregnation can slightly change the appearance of the plates. Depending on the humidity of the slabs, impregnation conditions – impregnation emphasizes the natural changes occurring on the surface of the concrete slab. In the case of "wet stone" impregnation, architectural concrete will always change its shade in a way characteristic of this type of impregnation.

Colors, exudates, inclusions, crayfish (pores), characteristics, and dimensions of individual, finished slabs can differ from each other, which is a natural, desirable and expected feature in the case of architectural concrete slabs.

All issues related to the quality, aesthetics, dimensions of the boards should be reported to the supplier before assembly, even if the plates are assembled by an authorized Luxum representative.

Natural architectural concrete can change its parameters and aesthetics both before and after laying. Slight deformations and buckling are also possible. It is these features that distinguish real concrete from imitation.

Gluing slabs can change their dimensional and aesthetic characteristics, which is characteristic of architectural concrete of natural origin.

It is recommended to order concrete slabs with an additional supply, because the Manufacturer in case of supplementary delivery does not guarantee delivery from the same series of concrete and slabs that complement the order, they may differ from the originally delivered.

Prices for the ordered assortment are in accordance with the commercial offer. In the case of Ordering Parties who are also Consumers, the prices given in the offer are gross prices. For legal entities conducting business activity, net amounts may be indicated in the offer.

Payment can be made at the Luxum cash desk, or a confirmation of bank transfer. It can be delivered to the following account: PL 66 1950 0001 2006 0048 9713 0002 or to another account indicated in the sales document.

At the time of placing the order, the Ordering Party makes a prepayment in the amount of 100% of the order value, unless the individual commercial offer states otherwise.

The parties set the deadline for the implementation of the order at 5 working days, unless the individual commercial offer provides otherwise. Concrete slabs available in stock are transported within 3 working days.

Before placing an order, the Ordering Party should obtain information from Luxum about the current date of implementation of the ordered plates in the color, structure and size chosen by the Ordering Party.

In exceptional cases, the deadline may be extended to 18 working days. In such situation, Luxum must notify the Ordering Party in advance of the new date of order completion.

Due to the specifics of the transport of concrete slabs, a longer delivery period should be taken into account than in the case of a regular courier shipment.

The Contractor is obliged to inform the company about any changes in the date of receipt of the order.

If the delivery is carried out by courier or transport of the Manufacturer, the unloading will take place in the place indicated by the Ordering Party, where there will be safe technical conditions, and the assessment of these conditions is the responsibility of the carrier. Deliveries are made by trucks over 3.5 t. Delivery of plates does not include carrying. Due to the specificity of the goods, in case of precipitation or strong sunlight, the place of unloading should be organized in such a way as to protect the received shipment. The place of unloading shall be organized in such a way that it is possible to protect and freely control the goods received.

If there are no conditions for unloading in the place indicated by the Ordering Party, then the Ordering Party is obliged to indicate another place of unloading. Changing the place and date of unloading may incur additional costs that may be higher than the original transport costs. The Ordering Party is obliged to cover these costs before the physical receipt of the goods.

The carrier (courier company) delivers the goods in accordance with the carrier's regulations, which comply with the transport law. The Company may, without notice, cancel the delivery or collection of the goods and carry out the delivery or collection at another time. In this case, Luxum shall not be responsible for the loss of benefits, opportunities or fees or obligations made to third parties.

Slabs of natural architectural concrete settle variable esthetic and technical features, which is characteristic of this type of products. There are no two identical slabs of natural concrete.

The Ordering Party is obliged to scrupulously follow the instructions for receiving and assembling the product.

When unpacking concrete slabs, attention should be paid to their layout. Due to the weight and size of the plates, there is a risk of their displacement in transport. Therefore, when unpacking, special attention should be paid so that after cutting the safety belts, the plates do not fall over.

#### 11.1. Warranty conditions

Thanks to the high quality of Luxum slabs, you get the longest warranty on the market.

Complaints about Luxum slabs in practice do not happen, but if the need arises, it will facilitate and speed up the case, if you follow this information:

All complaints should be submitted in writing, by registered mail or electronically (email to the address: [biuro@luxum.pl](mailto:biuro@luxum.pl)), within 24 months from the date of receipt of the order for the consumer (individual customer). For a customer who is not a consumer (e.g., company, institution), an individually determined guarantee applies (if no individual warranty period has been set, the warranty period listed in point 9.7 of the regulations applies). Sending a complaint by e-mail or phone is additional, informative, and improving the complaint process. Slabs that are not permanently attached to the substrate are covered by an additional warranty for 40 years. The warranty does not cover damage resulting from improper usage, maintenance, cleaning, transport, assembly, storage, substrate defects, and mechanical damage.

Complaints are subject to dry, clean, properly stored slabs, without a trace of assembly or cutting.

Complained copies of the slabs are delivered to the Luxum magazine by the complainant at his own expense. If the complaint is accepted, the cost of transport is refunded on the basis of the average prices of courier services.

In case the Seller substitutes a courier for collection, the complainant is obliged to pack the complained goods on a pallet, secure and hand over the goods to the courier in a place technically accessible to the truck and pallet truck.

Complaints and warranty are not subject to color and dimensional differences of slabs, due to the natural and variable features of concrete. The colors, aesthetics and dimensions of the plates can change before, during and after assembly.

In case of an unjustified complaint, the costs of travel or forwarding shall be borne by the Ordering Party. Slabs should be only transported on pallets, translating with polystyrene spacers with a thickness of at least 5mm or corrugated cardboard. Secure the corners of the plate and secure the aviator attachment of the load to the pallet.

Store the slabs in dry, ventilated rooms, in an upright position, with a longer side on the ground (substrate, e.g., from pallets), unpacked from the transport packaging immediately after their receipt. Do not overlay the boards with polystyrene spacers, cardboard or spacers that have been made of another material (it is best to use wooden pegs, wedges or expansion joints as for tiles). Do not store slabs without assembly for more than 14 days. In case of deformation during storage, place the plates on a flat floor and gently load. Within 12 hours, the plates will return to their original shape. However, there is a risk that due to the phenomenon of "material memory" the curvature may reappear.

Slabs over 0.4 m<sup>2</sup> should be moved in the "on the bar" position, for a minimum of 2 people, in white, clean gloves.

Use clean and dry gloves to carry the slabs.

All recommendations and indications regarding architectural concrete included in these regulations should be used. Failure to comply with the indications and recommendations may result in the limitation or loss of the warranty.

The warranty does not exclude any consumer rights for non-conformity with the contract.

11.2. Installation recommendations

Thanks to the innovative technology used in the production of slabs from the real Luxum architectural concrete, without harmful fibers, the assembly is quick and even many times cheaper compared to competing slabs, which allows for real savings.

All assembly recommendations should be treated only as informational. The manufacturer bears warranty responsibility for the assembly, only if the assembly is carried out on behalf of Luxum, by an authorized assembly team. Assembly instructions and recommendations are not a compendium or equivalent of expertise. Luxum architectural concrete slabs are high-quality slabs that give an excellent aesthetic effect and facilitate cheap and effective installation provided that the installation recommendations are met.

Decorative concrete slabs of architectural concrete Luxum do not contain artificial fibers.

Slabs can be successfully processed with tools for processing concrete, stone and porcelain stoneware. They can be trimmed, drilled holes, etc., and also can be cut to the so-called 45 degrees. Before machining all of them, make a test on a spare slab. Facade and internal slabs with a thickness of 3 cm should be anchored with the help of anchors for natural stone. The work should be carried out by a qualified stonemason, or an installer proficient in the installation of facades made of stone and architectural concrete. It is recommended to carry out static tests before assembly. Facade panels with a thickness of 1, 1.5 and 2 cm can be glued to facades, only after meeting several conditions in which then formation is provided after consultation with an authorized Luxum employee. Regardless of the information received, the current provisions of the construction law must be strictly observed when installing. Installation of the plates is the responsibility of the installer.

Boards in the interiors can be anchored with anchors or mounted as large-format tiles, using appropriate high-plastic adhesives. For the installation of concrete slabs on glue, it is necessary to use architectural concrete glue from the Luxum offer and auxiliary materials indicated by the Manufacturer (under penalty of losing the warranty) The Seller / Manufacturer is not responsible for gluing on adhesives other than those provided by Luxum or clearly indicated by him on the basis of individual information. Luxum, absolutely recommends performing a gluing test. For gluing on cement-lime plasters and concrete substrates, it is necessary, in addition to Luxum glue, to simultaneously use universal foam glue Tytan or Soudal.

Before applying the glue, the reverse of the slab and the wall should be primed with high-quality LUXUM primer. For weaker or uncertain substrates and for the facade using a layer reinforcing the adhesive bridge (e.g., adhesive primer with waterproofing function Luxum CREATIVECONCRETE IPX CONTACT SURFACE), and impregnate the panels from the top and edge with Impregnation for architectural concrete Luxum. Impregnation should be carried out with Luxum impregnation according to the recommendations, before processing and assembling the plates.

In the case of assembling slabs on anchors, the impregnation can be sprayed after assembly.

It is recommended to use an experienced assembly team authorized by Luxum, or another professional company with several years of documented experience in the assembly of large-format concrete slabs at the architectural site. Always, regardless of the instructions and recommendations received, it is necessary to comply with the provisions of the construction law. The decision on the method of assembly and the responsibility for its execution is taken over by the assembler or the Head of Assembly Works, or relatively construction manager. It is recommended to use the services of an authorized constructor.

Installation of primed and impregnated boards should be carried out on properly prepared substrates, well primed, with adequate bearing capacity, dry, clean, seasoned, free of weak plasters, dedusted, remnants of paints, wallpaper, etc. You should use specific soils that improve the grip of materials. Prime both the substrate and the reverse of the slabs.

Gluing of panels should be carried out at temperatures of +5 to +25°C, in dry and ventilated rooms. Install only clean and dry slabs, previously matched with shades, while the shades may change after laying, which is a natural phenomenon. Do not overheat the premises and necessarily provide ventilation. Within 72 hours of installation, do not heat enclosed spaces without ensuring good ventilation (e.g., tilting windows). When installing architectural concrete panels on cement glue, it is important to maintain a balance between temperature and humidity. Water from the adhesive and the substrate must not be allowed to evaporate too quickly or too slowly when cement glue is used. Immediately before, during and after installation, do not allow sunlight or dampness of concrete slabs and the substrate.

Many contractors assemble the boards on the so-called "contact" with a minimum length of 0.5mm and this is not a problem (installation on the "contact" only under the responsibility of

the installer), but it is recommended to install with an expansion joint (fugue) gap of at least 4 mm for boards below 0.72m<sup>2</sup> and 5mm for size 0.72 and more. The characteristics of natural laid and assembled architectural concrete are slight irregularities and protrusions and the uneven nature of the expansion joints, which may change after installation and during use. From floors and ceilings and wall edges, keep the expansion joints at least 20mm and 10mm respectively. Smaller expansion joints may cause problems with the installation of plates, their correct placement in the assembly field and cracking and deformation.

Before installation, it is mandatory to carefully check the boards in terms of dimensions (due to the specificity, the dimensions of the boards may differ from those declared), as well as possible defects or damages. Install only plates without defects, while the admission of plates for assembly is always on the side of the Ordering Party. In the case of the installation of plates by an assembly team authorized by Luxum, it is considered that at the time of allowing the assembly team to assemble, the plates were approved by the Ordering Party for assembly without reservations.

The arrangement of concrete slabs on the wall should be prepared on the basis of a design made before installation, after measuring both the installation field and the slabs by nature, taking into account color shades and deformations. The substrate in the places of occurrence of expansion joints is recommended to be painted in a color similar to concrete slabs. When planning the installation, it is necessary to take into account the possibility of multidirectional deformation of the concrete slab and changing its dimensions.

Before installation, it is recommended to leave the boards in the room where they are to be assembled for a minimum of 2-3 days. Concrete slabs should be unpacked from the transport packaging as soon as they are received.

When installing the panels, the recommendations of the manufacturers of the materials used in the assembly process, and the materials (substrates) on which the slabs are to be assembled, should be taken into account. Follow the instructions on the packaging carefully.

When installing concrete slabs, a trial installation of 2-4 slabs should be carried out and proper installation should be made after 3-4 days from the execution of the work. It is not recommended to store, process and install at air humidity above 55% and during and immediately after heavy rainfall and under variable humidity and temperature conditions. It is

not recommended to assemble slabs from different supplies or production parts. Before starting the processing and assembly of the plates, it is necessary to check each copy whether it complies with the order. Do not assemble plates about which there are any doubts.

In case of any doubts, please consult the manufacturer before assembly. Technical hotline phone open from Monday to Friday from 9.00 to 18.00, therefore the hours of the hotline may change.

Before assembling the slabs, they must be impregnated. Use impregnation from the Luxum offer. The standard, offered impregnation is a high-quality hydrophobic impregnation. When using slabs in places exposed to contact with fats, it is recommended to use oleophobic impregnation and waxing. In the case of use in places where strong dirt may occur, consider covering the architectural concrete with clear glass.

Impregnation should be used before assembling the slabs. Unless the assembly takes place on stone anchors, then the spray impregnation method can be done after assembly.

Before performing impregnation, it is recommended to check the air humidity and plates with appropriate technical devices. Impregnate and assemble boards with humidity below 2.5%. With air humidity in the range of 35-55%. Provide airing.

The impregnation should be applied in accordance with the instructions of the impregnation from the manufacturer or the information provided with the impregnation. However, you should always make an impregnation test in an invisible place. Impregnation should be performed with impregnation provided by Luxum at a temperature of +5 to +25 °C, with air humidity not higher than 55%. In ventilated, dry, and airy rooms. Impregnate only the slabs after the inspection of compliance with the order, clean and dry. The slabs should be impregnated in a horizontal position, with a sponge roller or with short hair, or by spraying. Do not apply an excessive amount of impregnation. If too much impregnation is applied, wipe off the excess with a clean and dry cloth. In dry conditions, inside, one layer of impregnation can be applied. In places exposed to higher humidity or outside, apply the impregnation twice. In rooms such as the kitchen or bathroom, it is recommended to cover the panels with glass, or additional impregnation of oleophobic. The use of impregnation can change the aesthetic characteristics of concrete slabs, which is a natural phenomenon. The occurrence of color differences in the slabs or stains, even after a long time after assembly can be caused by:

Impregnation or installation of damp rooms above 2.5% or in damp conditions (damp or poorly ventilated rooms, during or immediately after precipitation, in rooms with a lot of vegetation or a vertical garden). Impregnation or assembly of dusty sheets as a result of storage or processing (cutting, grinding, drilling holes).

Soiling with cement fraction after cutting with water.

Applying or drying impregnation in sunny or dusty places. Lack of protection of the reverse of the plates and the substrate against moisture or rapid changes in moisture with Luxum soils.

Uneven distribution or excessive amounts of impregnation.

Strong diffusion of water vapor into the room.

Boards in places particularly exposed to moisture are recommended to be grouted with epoxy grout, and the substrate should have hydro-insulation made with a "liquid film" x 2 (Flexible Moisture Insulation). The corners should have melted insulating tape between the insulation layers. It is recommended to use an adhesive primer with a waterproofing function. IPX CONTACT SURFACE. In places exposed to moisture, impregnation of concrete is mandatory.

Slabs laid as floors should be grouted and impregnated. It is also recommended to wax such a floor. After impregnation and/or waxing, the slabs can change the shade and impressions of esthetic, which is a characteristic phenomenon for architectural concrete. Concrete slabs on floors, in the pool area, on terraces, and in the wet bathroom zone - install only on SIKABOND T8 or Luxum Silver glue, or SoudalFixAllFloor & Wall adhesive Hybrid glue, after prior application on the substrate of the compensation mat. Do not glue on Luxum glue in cartouches.

When gluing panels with SIKABOND T8 glue or Luxum Silver glue, or SoudalFixAllFloor & Wall Adhesive Hybrid Glue, apply the adhesive according to the manufacturer's instructions for the adhesive. Use spacer crosses. It is recommended to use leveling systems, e.g., Rubi, and to install a supporting starter strip with an L-type profile. The final decision on assembly matters and the responsibility for assembly lies solely with the installer. It is necessary to take into account the recommendations on the packaging. Gluing should be performed at temperatures from +5 to + 25 °C. Do not perform gluing in the sun or during precipitation. In sunny places, the installation site and the slabs after laying should be protected from the sun for a minimum of 48 hours. The full strength of the adhesive bond is achieved after a minimum of 72 hours.

Slabs should not be assembled on expansion joints, defectively built substrates or exposed to dampness or a rapid change in humidity, which may be subject to cracks or microcracks, e.g., as a result of subsidence or tension. Do not install the slabs in places exposed to vibrations caused by working machines, communication vehicles, or robots carried out, etc.

If the slabs are installed in a building, the minimum grace period after which concrete slabs can be installed is a minimum of 18 months from the date of handing over the raw closed state, confirmed in the construction log.

Concrete slabs should be mounted only on load-bearing substrates. It is not recommended to mount on gypsum plasters. It is forbidden to install on weak plasters, painted walls, plasters, remnants of paints, wallpaper and other wall cladding. In the case of gypsum plasters, it is recommended to use studded to the ground and prepared for the installation of building slabs MFP, OSB III or IV or GK carrier and installation on glue from the Luxum offer. The substrate must be load-bearing and prepared in accordance with the art of construction. In the case of the installation of panels on cement-like plasters, it is absolutely necessary to prime the substrate and the reverse of the slab. Glue with Luxum glue by applying glue with strips every 25-30 cm, and between the glue strips apply strips of universal foam glue Tytan or Soudal, which strengthens the mounting strength and limits the effect of water vapor diffusion between the adhesive weld and the substrate.

Quick assembly will be provided by Luxum one-component adhesive on a hybrid, anhydrous basis. Available in 290 ml cartouches, for which you need a standard gun for dense masses. Follow the instructions on the adhesive label. Glue by applying Luxum glue and universal titanium foam glue or Soudal with strips vertically every 25-30cm and additionally apply the glue pointwise in the corners, on the reverse of the primed concrete slab and pressing against the prepared substrate. Do not tear off the slabs. If you need to detach or deviate the slab from the substrate, remove the slab, remove the glue and foam glue and reapply. Detaching or deflecting the slab damages the adhesive bond. Use spacer crosses (a minimum of 4mm is recommended). Luxum one-component hybrid adhesive for architectural concrete gives limited possibilities of "maneuvering" the concrete slab, so earlier when using this glue, the installer must pay attention to the vices or variable thickness of the slabs and, if necessary, align the slabs (calibration), most often by appropriate grinding and cutting. Calibration is not

necessary, because the vices and unevenness of expansion joints between the slabs do not constitute a defect in the case of architectonic concrete.

Failure to comply with all assembly recommendations may lead to manufacturing errors and defective arrangement of the slabs. The most common effects of defective installation are: dirt on the boards, occurrence and color changes, the occurrence of "wet" stains that cannot be removed (while the absorbability and shadows associated with the nature of concrete are not a defect, they are valued, normal features of concrete products), detachment of slabs from the ground and above standard: arched bending (bulging) slabs, concavities, cracks, buckling. Aesthetic changes and cracks and other undesirable phenomena can also lead to improper storage of architectural concrete slabs, and especially the exposure of slabs to moisture or from dirt/dust during storage. In order to prevent undesirable effects of moisture, the installation of the panels should take place no longer than within 2 weeks from the date of delivery, which does not exempt from the obligation to store unpacked boards, in the position on the bar, on a longer side and on a substrate isolated from the floor, in dry, clean and airy rooms.

Concrete slabs and the substrate should also be checked for moisture before installation, which should not exceed 2.5%. If the humidity of the substrate and/or concrete slabs is higher, they should be thoroughly and slowly dried.

Installation in damp and wet rooms (including bathrooms, kitchens, halls, conservatories, etc.), takes place under the sole responsibility of the Ordering Party. In the case of installation in damp and wet areas, high-class Luxum waterproofing should be used, additionally a tack primer with the Luxum waterproofing function and filling the expansion joints with watertight joints. The concrete cladding itself, like most ceramic tiles, are not fully waterproof materials and can soak up water despite the use of impregnation, resin, or waxing. This is a natural phenomenon.

aa) Aesthetic changes in concrete slabs can also occur during contact with cleaning products, food, various types of liquids and chemicals, weather conditions, etc., which is a normal phenomenon.

bb) In case of doubt, the supplier of architectural concrete will provide the Ordering Party or a person indicated by him with all possible information and tips on the correct installation. It is recommended to contact the installer with the Manufacturer before assembly. This

recommendation is in the interest of the Ordering Party, because the Manufacturer is not responsible for the consequences of assembly not carried out by an authorized engineer.

cc) A substitute substrate for Cladding made of Luxum concrete slabs can be suitable MFP, GK load-bearing or OSB boards – after they are stably embedded in the original wall in accordance with the art of construction.

dd) Cladding made of Luxum concrete slabs can be used, also for walls not only clad, but also built from appropriate MFP, GK or OSB boards. In this case, the structure of the walls should be strengthened so that the substrate for concrete is stable. ee) The top layer should be sanded with OSB or other load-bearing wood-based panels, followed by thorough dedusting and priming.

gg) GK boards should be mounted stably on reinforced profiles. Use only support plates with increased moisture resistance. Use only load-bearing GK plates (capable of carrying loads).

hh) The panels for assembly must be checked again by the Ordering Party just before the assembly process. Concrete slabs must be dry and clean, free of defects, impregnated. If necessary, properly cut, polished and calibrated. It is forbidden to lay concrete cladding without prior preparation of the substrate and the slabs themselves.

jj) Inspected and calibrated concrete slabs should be mounted "evenly", keeping the level. Use a spirit level and do not align the tile with the tile. It is necessary to bear in mind the final effect, not segmental. When the slab does not adhere to the plate according to the level, it can be polished accordingly. This is not a problem, because they are concrete slabs, and in addition, you should wipe the edges of possible dust and possible irregularities. Calibration, grinding and preparation of the slabs lies with the installer. Calibration, grinding, etc. is not necessary, however, after laying there may be irregularities of expansion joints and "teething" of the surface and buckling. This is not a disadvantage in the laying in the case of arrangement with architectural concrete. The unevenness of the expansion joint after laying can be leveled with a furrowing machine.

jj) Slabs should be calibrated in advance by selecting from the delivery the slab that will be the example. Calibration and additional processing of concrete slabs should be taken into account when planning an installation. Expansion joints after laying can be leveled with a furrowing machine. This is a normal assembly procedure, which is part of the basic scope of assembly activities.

kk) In the case of INDUSTRIAL concrete slabs, you can order slabs with tailor-made cutting. Cutting dimension tolerance +/- 1.8mm. The price is set individually. Ordering cutting service can extend the delivery time of concrete slabs. Cut slabs are not refundable or replaceable.

ll) In case of grouting expansion joints between mounted concrete slabs, we recommend using epoxy grout color-matched to the color of the slab. It is absolutely necessary to make a test for each color of the slabs and check for discoloration. For safety against grouting, the edges of the boards should be protected against contact with the grout, e.g., by wrapping with good quality painting tape. Remove the tape immediately after grouting.

Color changes of the panels both before and after installation are a normal occurrence for natural architectural concrete. Color alignment can be achieved through additional impregnation, and color impregnation. The use of coloring impregnation changes the natural appearance of concrete.

When using concrete slabs in the kitchen and bathroom and other rooms with an increased risk of getting wet, splashing or dirt, concrete slabs should be covered with glass or additional oleophobic impregnation should be toasted, independent of the impregnation recommended by the Manufacturer.

mm) Installation of concrete slabs, and especially its treatment, can cause dust, noise, vibration and a specific smell. The Ordering Party is obliged to secure the working field, unless the parties agree otherwise.

nn) If the assembly is carried out by a team authorized by the seller, then until the start of assembly or continuation of assembly work, the Ordering Party is obliged to secure the concrete slabs, assembly materials and work performed at its own expense and risk. The Contractor shall not be liable for damages resulting from the action of third parties or force majeure. In the event of such damage, the Ordering Party is obliged to pay for the work performed so far and the damage suffered by the Contractor.

Instructions for Cleaning and Maintenance of Architect concrete products

Non-impregnated boards can be vacuumed with a vacuum cleaner with a soft cap for vacuuming walls or furniture. It is allowed to wipe with a soft, clean, white cloth.

Impregnated plates can be cleaned by vacuuming with a vacuum cleaner with a soft cap, a clean white cloth that can be moistened with water or water with a delicate, uncolored soap. Next wipe with a delicate cloth with clean water.

Impregnated facade plates can be washed with a brush with delicate bristles and water with uncolored soap. Then rinse with water. It is allowed to wash the impregnated facade with a pressure washer, without the use of very high pressure. In this case, delicate washing detergents can be used.

Conservation of Luxum architectural concrete slabs is allowed only with the help of Impregnation for architectural concrete Luxum, applied in accordance with the instructions.

Slabs on floors in the HYDROSTOP version (Luxum concrete slabs, factory impregnated) or impregnated and waxed, can be swept with brushes with soft bristles, vacuumed and washed with soap or delicate detergents for washing the floor.

For cleaning, do not use irritating washing agents, colored washing agents, sharp washcloths, brushes, or cloths. It is forbidden to use solvents, acetone, etc.

At the first cleaning, always make the test in an invisible place.

In case of doubt, you should always consult the seller or manufacturer. On the Manufacturer's website there is a telephone number of the information hotline for clients and installers.

Compliance with the Cleaning and Maintenance instructions is mandatory.

Legal note: Architectural concrete slabs have variable features characteristic of this type of product. Therefore, the Seller applies entitled exclusions from the statutory general principle of the possibility of returns and withdrawal from the contract within 14 days for reasons dependent on the customer.

## 12. CONDITIONS FOR THE ORDER OF SANITARY EQUIPMENT

Thank you for choosing luxum exclusive sanitary equipment. Washbasins, bathtubs, shower trays or countertops and other bathroom equipment from Luxum are a guarantee of a good choice. By choosing Luxum sanitary products, you can be sure that you will receive a product manufactured according to a unique technology, modern, meeting the most refined needs. The following terms and conditions of the order are general information regarding the implementation of the order for sanitary equipment. Details of the size, shape, color, type of materials and invoice as well as the method and date of delivery are determined by individual means, also by electronic means of electronic communication using the Internet, by telephone

or fax, if such a technical possibility exists at the moment. These terms and conditions of order form an integral part of the above regulations.

- 12.1. Baths, washbasins, shower trays, bathroom countertops or other bathroom equipment are manufactured for an individual order, with adaptation to individual needs and customer preferences.
- 12.2. In order to place an order, the gross price for the product, delivery and assembly is determined (the price for delivery is determined unless the customer collects the ordered goods in person at the Luxum headquarters. The price for installation is set if the customer wants to place an order for the installation of sanitary equipment manufactured by the Contractor).
- 12.3. The price is determined individually, based on the design, sketch or description provided by the client.
- 12.4. The Customer may commission the project to a company (Contractor).
- 12.5. Sketches made by the Contractor for the purposes of implementation are made free of charge, except when an individual contract or arrangements by negotiation provide otherwise.
- 12.6. The production of the Equipment will take place on the basis of a project prepared by the Customer, based on the data and dimensions provided by him or based on the Contractor's design accepted by the Customer.
- 12.7. In any case, the Customer is obliged to provide the contractor with all possible slopes or unevenness of the walls, the thickness of plaster, fleece, ceramic tiles, the location of windows or doors opening within the range of the installed Equipment; The ordering party is able to fully use the Equipment or drains, inspection holes. In the absence of such an indication, the contractor assumes that the walls and other surfaces at which the Equipment is to be mounted are even, meet Polish standards, are not inclined and have the appropriate load capacity for the

installation of the Equipment. Subsequent works resulting from the need to adjust the Equipment to possible unevenness, other opening elements, substructures, cut-offs or assembly of additional holes in the Equipment will be treated as additional work.

- 12.8. If the parties decide that Luxum will prepare a design of the Equipment for the Client, the Contractor will make the project based on visualizations, sketches and guidelines of the Customer as well as the dimensions and other comments provided to him. The Customer shall send the Client and the person indicated by him the project for acceptance. Acceptance of the project may take place by e-mail to the Contractor's address.
- 12.9. Any changes to the Customer's design or changes to the Contractor's design, after its acceptance, require the agreement of the parties and possibly changes in the terms of the Agreement in terms of the date of performance of the Agreement and the amount of Luxum remuneration.
- 12.10. The Parties shall compulsorily confirm the following findings as to the suitability of the Equipment:
  - 12.10.1. Dimensions (unless the dimensions are not a significant part of the order)
  - 12.10.2. Base material
  - 12.10.3. Destiny
  - 12.10.4. Color (if the parties do not agree on the color, sanitary ware is made in white as standard)
  - 12.10.5. Finishing texture (if the parties do not agree on the texture, a matte structure is performed in the case of sanitary products)
  - 12.10.6. In case the installation is carried out by Luxum, the Ordering Party is obliged to provide the front of the works, appropriate lighting, running water and electricity. Carrying and assembly do not include any

construction works, demolition, dismantling, or the need to use specialized equipment, cranes, trolleys, or belts.

12.10.7. The entryway must be safe and unhindered. In the absence of a work front, it is considered that the contract in the part covering the introduction and assembly has been performed correctly and Contactor is entitled to the remuneration. In the event of circumstances enabling installation at a later date, installation may be carried out for an additional fee.

12.11. Washbasins in black.

Washbasins in deep black color are a great choice for modern bathrooms. Thanks to the production technology used without visible joints, there are no worries about the safe use of the washbasin. The Solid Surface material from which the washbasin is made is CE quality certified, which proves its safety and undisputed durability. When using the sink, care should be taken to prevent the formation of sediment and stains from soap or other cosmetics. Maintenance and cleaning of the washbasin should be carried out with the help of a soft microfiber cloth and colored liquids for cleaning bathrooms and sanitary facilities, e.g., Cilit Bang. Thanks to this, the immaculate black surface will remain perfectly clean, which will allow for the preservation of the aesthetic qualities of the material for many years.

12.12. Each of washbasins produced by Luxum is equipped with a waterproof sticker with the manufacturer's logo in silver, located on its front in the corner of the sink. To order a washbasin without a logo, you must report this fact before accepting the technical drawings or at the stage of placing the order.

## 13. EQUIPMENT PRODUCTION

13.1. Luxum undertakes to make the Equipment with due diligence, design and in accordance with the principles of art.

- 13.2. Luxum is not responsible for any defects in the Equipment resulting from incorrect data provided to it by the Customer.
- 13.3. All materials, products and devices used to make the Equipment will be new, in accordance with the requirements of the Agreement and art.
- 13.4. The list of raw materials and colors of individual elements of the Equipment will be indicated in the design and specifications or determined in correspondence, before placing the order.
- 13.5. The Customer/Ordering Party accepts that due to the properties of raw materials and manual production of materials and elements of the Equipment, the coloring, shading, structure and characteristics of individual finished elements of the Equipment may differ from each other to a small extent, which does not constitute a defect of the Equipment. Slight differences in the color of elements, shadows, differences in structure, material bones, as well as possibly inclusions, small scratches or defects do not reduce the value or usability of the equipment. Finished copies may have slight dimensional deviations. The holes made may differ slightly from those indicated in the project, in terms of size and placement.
- 13.6. The Contractor reserves the right to change some of the materials indicated in the specification of the Equipment into equivalent materials, not inferior in quality and parameters.

The Equipment will be made in accordance with the Company Standard and with a tolerance of up to 5 mm.

- 13.7. The production of the Equipment begins immediately after placing the order by the Customer (binding to the contract).
- 13.8. If the Customer/Ordering Party does not agree to start work immediately, he should not join the contract.

#### 14. DELIVERY OF EQUIPMENT

- 14.1. Equipment prepared for individual order will be made within an individually agreed by the party's date.
- 14.2. Ordered sanitary equipment can be picked up in person at the Luxum headquarters, or at a predetermined place on the Polish territory.
- 14.3. At the Customer's request, Luxum will provide the equipment to the place indicated on the Polish territory for a fee. The fee for the transport is determined individually and given before the formal conclusion of the contract (placing the order).
- 14.4. The risk of accidental loss or damage to the delivered Equipment shall pass to the Ordering Party upon delivery of individual elements of the Equipment. Any mechanical damage or incompleteness of the Equipment should be reported upon its receipt.
- 14.5. In case of delivery by courier or by the carrier, the Ordering Party is obliged to submit any complaints as to possible damage to the shipment or Equipment to the carrier and provide their written confirmation by the carrier. In the absence of notification of defects upon receipt of the Equipment, it is considered that on the date of receipt they were complete and free from mechanical defects.
- 14.6. Notification of defects other than mechanical may take place up to 14 days from the date of delivery of the Equipment, but does not suspend the payment of remuneration to the Contractor. Defects in some elements of the Equipment may not constitute a basis for refusing to accept elements not burdened with defects.
- 14.7. In the case of untimely delivery of the Equipment or untimely assembly of the

Equipment, if the Contractor's delay exceeds 7 working days, the Ordering Party may demand payment of a contractual penalty in the amount of 0.05% net remuneration for the realization of the Equipment for each working day of the Contractor's delay or statutory interests. In total, up to an amount not higher than 20% of the value of the ordered equipment. On the transport packaging there are Receiving Instructions, the instructions should be followed.

- 14.8. The goods should always be checked on delivery, in the presence of a supplier or courier. In case of concerns, write a protocol with the supplier or courier on the day of delivery in accordance with the instructions. Delivery is carried out without bringing and assembling, unless the Parties have agreed in written correspondence (registered letter or e-mail) otherwise.

## 15. GUARANTEE OF THE QUALITY OF SANITARY EQUIPMENT

- 15.1. The Contractor grants a 24-month warranty on the quality of the Equipment elements counted from the date of delivery (applies to consumers), unless the parties have agreed otherwise. Equipment and prompts for defects in the Equipment resulting from its defective production or the use of improper materials. The condition for the warranty is the proper use, including maintenance and proper cleaning, of the elements of the Equipment, in accordance with the Contractor's instructions.
- 15.2. In the case of conglomerate and composite products, visible traces of tools or small inclusions and scratches resulting from machining are acceptable. In case of products covered with concrete ace, there are also no disadvantages of changing shades, exudates, harys and other characteristic features of concrete.
- 15.3. Only visible surfaces are subject to ethical assessment. Aesthetic assessment is not subject to tangential surfaces with other surfaces, intended for contact with mounting substrates, side from the bottom of the sanitary product (left side).
- 15.4. The aesthetic assessment is made in diffused daylight (or light that imitates daylight). In the case of glossy products from a distance of not less than 2 m at an angle of 70-90 degrees relative to the plane being evaluated. In the case of matte, semi-matt, matt satin products, the assessment shall be made from a distance of not less than 1 m.

- 15.5. All complaints, notices and reports of defects require compliance in writing to the seller's address or e-mail: [biuro@luxum.pl](mailto:biuro@luxum.pl).
- 15.6. Once the Seller's liability is acknowledged, the defects will be rectified free of charge within 31 days from the date of filing. If it is not possible to remove the defect within 31 days, the Manufacturer will set a new repair date.
- 15.7. The condition for recognizing any warranties and guarantees is that the Customer complies with the maintenance and cleaning instructions.
- 15.8. Installation of washbasins, bathtubs, shower trays and cabinets, furniture and other equipment for the bathrooms supplied from Luxum should be made so that possible disassembly does not cause problems, and in particular is not a reason to dismantle other elements of equipment or structure of the room, or the need for damage.
- 15.9. In the case of assembly where the possibility of disassembly is difficult or exists a risk of damage to other equipment or the structure of the room, complaints will not be taken into account. Damage resulting from the dismantling of the goods complained about is not subject to the warranty.
- 15.10. You must follow all the tips and recommendations in this Rules.
- 15.11. The warranty does not exclude or limit the rights of consumers under the warranty.

## 16. INSTALLATION OF SANITARY EQUIPMENT

- 16.1. Installation of sanitary equipment produced by Luxum should be commissioned to a reputable plumbing or construction company, proficient in the art of assembling sanitary equipment.
- 16.2. Unless otherwise agreed, the Customer installs the ordered sanitary equipment at their own cost.

- 16.3. The Contractor – if the terms of the Agreement so provide – will perform the assembly of the Equipment at the place of its delivery.
- 16.4. Installation will take place according to the instructions of the Customer / Ordering Party and in accordance with the project as far as it is technically possible and does not entail additional costs on the behalf of the Contractor. Installation does not include hydraulic and sewer connections, connections of household appliances, etc., fittings, which
- 16.5. The execution lies with the Customer /Ordering Party.  
For the time of assembly, the Customer / Ordering Party will provide Luxum – Contractor with a front of works and with media needed for assembly.
- 16.6. The substrate for installation should be stable, straight and properly reinforced. If the installation is in a recess, then the angles should be straight, and the cladding should be free of vices and deformations, and all walls reinforced. The Ordering Party is responsible for the preparation of the substrate. Inadequate preparation of the substrate may result in imperfections for which the Contractor is not responsible.
- 16.7. Any modifications of the Equipment that deviate from the project (cuts, changes, etc.)

will constitute additional work, for which the completion date and the price of assembly may change accordingly.

- 16.8. The parties can confirm the installation with an acceptance protocol. In the protocol. The Ordering Party is obliged to indicate any possible complaints as to the quality of assembly. It is not necessary to write a protocol, and the Contractor may submit a statement of completion of the assembly works.
- 16.9. The Contractor is not responsible for the storage of equipment elements during the period from its delivery to the Customer / Ordering Party to the customer/contractor's commencement of assembly, and in periods of possible interruptions in assembly work, when the equipment is left at the disposal of the Customer / Ordering

Party. The Customer/Ordering Party is responsible for securing the Equipment during this period against mechanical damage and against adverse weather conditions.

- 16.10. Customized equipment is mounted with the maintenance of appropriate technical expansion joints, whereby expansion joint irregularities associated with slight product deformations or curvatures of walls, stability and instability of the substrate are permissible. Expansion joints are filled with a sealant similar to the color of the product or colorless. Slight deviations in the vertical and horizontal axes are allowed. Curvatures of walls, and substrates may ultimately cause dimensional deviations, which do not constitute a defect in the product and assembly.
- 16.11. Execution of previous measurements by the Contractor is not the basis for refusal to accept sanitary equipment and/or its installation in the event that the substrate for installation is not prepared, there are deformations, curvatures, wobble or other defects of the substrate, which may be the cause of installation problems.
- 16.12. If the Seller has provided a drawing of the product, then the Ordering Party is obliged to check the compliance of the drawing with the demand, and especially check the dimensions of recesses, walls, and cabinets - taking into account angles and slopes.
- 16.13. In the event that the assembly is carried out by the seller and there are obstacles preventing standard installation (e.g., specialized drilling in sinters or stones or heterogeneous substrates), then the Ordering Party will be obliged to cover additional installation costs, provided that they are informed about them before installation and agrees.
- 16.14. If the installation does not take place or is interrupted for reasons attributable to the client, the Contractor is entitled to remuneration in the part in which he performed the assembly, especially taking into account the flat-rate cost of transport and

possible accommodation of the assembly team. 15.15. The next assembly can then take place for an additional cost. Installation of concrete washbasins should be carried out in accordance with the instructions for the operation, maintenance and cleaning of these washbasins.

- 16.15. Installation of washbasins, bathtubs, shower trays and cabinets, furniture and other bathroom equipment supplied from Luxum should be carried out in such a way that possible disassembly does not cause problems, and in particular is not a reason to dismantle or violate other elements of equipment or construction of the room, or result in the need for damage.

## 17. DEADLINE

- 17.1. In case of need to perform additional works or in case of damage to the Equipment during its production or assembly (e.g., cracking of the element during assembly or cutting), the deadlines for the implementation of the Agreement are subject to the appropriate extension.
- 17.2. The deadline for implementation is set individually.
- 17.3. In case of transport damage where the line items must be fixed, the deadline for implementation is extended.

## 18. FINAL PROVISIONS

- 18.1. The terms of the concluded contracts/orders, in particular the amount of Luxum/Contractor's investment, the image of products and their description and their properties constitute confidential information.
- 18.2. Luxum/Contractor may include in its advertising materials

information about cooperation with the Customer / Ordering Party without providing its conditions. Customer/Ordering Party agrees to the Contractor taking photographs of the Equipment before and after assembly, and to use the above photographs in advertising materials, including folders and on the Contractor's website.

- 18.3. Luxum/the Contractor may entrust the implementation of the Agreement to subcontractors, for activities that are responsible for their own.
- 18.4. In matters not covered by this Agreement (Regulations), provisions of the Civil Code shall apply.
- 18.5. Changes and additions to concluded contracts / orders require a written form.
- 18.6. Any disputes and discrepancies arising out of this agreement shall be settled  
by the court competent for the registered office of the Contractor (Homsa company) or the court in Krakow.
- 18.7. In the case of consumers, neither the contract nor the guarantees provide limits or exclude rights for non-conformity with the contract.
- 18.8. An integral part of the regulations and terms of the order is the Cleaning and Maintenance Instruction and/or the provisions of the regulations on the cleaning and maintenance of a given type of product.
- 18.9. Compliance with cleaning and maintenance instructions and installation recommendations is necessary.

#### 19. INSTRUCTIONS FOR OPERATION, CLEANING, AND MAINTENANCE OF SANITARY EQUIPMENT AND BATHROOM EQUIPMENT MADE OF COMPOSITES.

- I. Luxum bathroom equipment is prepared to serve a long time, maintaining excellent functional and aesthetic values. The condition for keeping the equipment prepared for individual orders in good condition is to follow the recommendations of this instruction.
- II. The equipment is not resistant to aggressive chemicals. Avoid contact with solvents, hair dyes, varnishes, pipe cleaners, R2, etc.

- III. Products should be cleaned with commonly available liquid conglomerate cleaners or colorless liquid soap.
- IV. It is forbidden to clean bathroom equipment made from composites with lotions, powders, sharp cloths, brushes, sponges, and cleaners.
- V. Bathroom equipment with composites should be cleaned using soft microfiber cloths. Do not allow dirt, dust, residues of chemicals and cosmetics, residues of cleaning products and water on the surface to dry out.
- VI. Water and any soap deposits, etc. should be removed on an ongoing basis, not allowing them to dry on the surface.
- VII. Matt-colored equipment should not be polished. Unless with a special mattifying cloth using a mattifying polishing paste, but not more often as every 6 months.
- VIII. Tops finished in gloss, should be polished with a soft cloth using polishing cream once every 3-6 months, depending on the intensity of use.
- IX. If you are not sure about the aggressiveness of the chemicals used for cleaning and maintenance, be careful, and try to clean invisibly beforehand.
- X. Cups, soap dishes, etc. bathroom equipment should be glued with felt or silicone or rubber pads so that they do not scratch the surface.
- XI. The equipment is resistant to contact with water, but do not constantly operate the products in contact with hard water or medium hard water. Therefore, the products should be wiped dry on a regular basis, or provided with the water system with a water softener. Information about the hardness of water can be obtained from the local water supplier.
- XII. Products should be used in accordance with their intended purpose, exclusively for personal hygiene at home, unless before placing the order the Customer informed the Manufacturer about a purpose other than personal hygiene in the conditions of home bathrooms.
- XIII. Screw the batteries carefully, always use a rubber or silicone pad.
- XIV. XIV. In case of doubt, always seek the advice of the manufacturer.

## 19. INSTRUCTIONS FOR OPERATION, CLEANING, AND MAINTENANCE OF SANITARY EQUIPMENT ARCHITECTURAL CONCRETE BATHROOM EQUIPMENT (WASHBASINS AND CONCRETE COUNTERTOPS)

The equipment has been prepared so that it serves a long time, while maintaining excellent functional and aesthetic values. The condition for keeping the equipment in good condition is to follow the recommendations of the instructions. Contrary to popular belief, architectural concrete products are not self-cleaning and are not 100% scratch-resistant, because there are no such materials for the production of sanitary equipment. Following the recommendations of the instructions will allow you to enjoy the beauty of the equipment while maintaining the full rights of the warranty.

Concrete washbasins are manufactured by casting or spraying a special type of polymer concrete, or coating structural elements (core) with a layer of concrete (micro cements) with surface protection. Luxum concrete washbasins, their aesthetics correspond to the surface made of natural concrete, but are much lighter, which allows for their easy installation.

B1. The equipment may not be resistant to certain chemicals. Avoid contact with solvents, hair dyes, varnishes, pipe cleaners, ink, inks, fats, lyes, acids, corrosives, irritants, sharp objects, fire and water temperature above 55°C. and corrosive and irritating household chemicals.

B2. Equip to clean with commonly available ecological soaps without dyeing, not containing the abrasives. After cleaning, rinse with water and gently wipe with a delicate cloth preferably from the microfiber.

B3. It is forbidden to clean and scrub the equipment with lotions, powders, sharp cloths, brushes, sponges, cleaners and liquids for typical sanitary equipment.

B4. Products should be cleaned using soft microfiber cloths. Do not allow dirt, dust, chemical residues and cosmetics to dry on the surface of the washbasin.

B5. Water and any soap deposits should be removed without allowing them to dry permanently on the surface of the product. B6. Washbasins should be washed in circular motions with a soft microfiber cloth.

B7. Washbasins with a coating of architectural concrete can have a variable appearance on the surface throughout the entire service life, this is a characteristic feature of this type of products.

B8. If there is uncertainty about the aggressiveness of the chemicals used to clean and maintain the washbasins, be careful, beforehand, and make a cleaning attempt in the invisible place.

B9. Cups, soap dishes, etc. bathroom equipment should be glued with felt or silicone or rubber pads so that they do not scratch the surface of the sink.

B10. Do not allow dampness and flooding of the product substructure.

B11. Any revisions should be obscured during use.

B12. If the products are connected or integrated into a cabinet or equipped with an additional cabinet or other devices, the interior should remain dry and clean and must not cause any stress on the product.

B13. Do not sit on the products, put objects that may damage the surface, sharp, hard or hot or that may, due to their weight, lead to stress on the material.

B14. Batteries and drains should be tightened sensitively, and additional silicone or rubber washers should be used under the batteries.

B15. Damaged washbasins should be taken out of service and the manufacturer's service should be called. If you notice a scratch on the surface, immediately protect it with Bostik Eponal priming resin.

B16. After installation, before starting operation and later once a year, apply surface impregnation with Dynasil FX impregnation or concrete wax.

B17. In case of doubt, always seek the advice of the manufacturer.

20. ORDER CONDITIONS FOR INTERIOR FURNISHINGS, FURNITURE, UNUSUAL ARCHITECTURAL FORMS, 3D MDF PANELS, CORTEN (CORTEN) STEEL PANELS, KRAKOW TILES, SFERIMO METALLIZED SURFACES, HAUSDER PANELS, MIRROR TILES, AND OTHER EQUIPMENT.

Interior designs, custom-made furniture, decorative panels, unusual architectural forms, and small architecture from the Luxum manufactory, is prestige and reliable. The following terms and conditions of the order are general information regarding the execution of the order for products. Details, like the size, shape, color, type of materials and invoice as well as the method and date of delivery are determined individually, also by electronic means of electronic communication using the Internet, by phone or fax, if there is a technical possibility at a given moment. These terms and conditions of the order are an integral part of the above regulations.

All furniture products, small architecture, unusual architectural forms, cladding, panels, etc. are manufactured on a dual order, with adaptation to the individual needs and preferences of the customer.

In order to place an order, the gross price for the product, delivery and assembly is determined (the price for delivery is determined unless the Customer collects the ordered goods in person at the Luxum headquarters. The price for installation is determined when the customer wants to place an order for the installation of sanitary equipment, small architecture, decorative panels manufactured by Luxum, metalized surfaces, etc.)

The price is set individually, based on the project or demands provided by the Customer.

The customer may commission the project to Luxum (Supplier).

Sketches made by Luxum for the purposes of implementation are made free of charge, except when an individual contract or arrangements by negotiation provide otherwise.

The production of the Equipment will take place on the basis of a project prepared by the Customer, based on the data and dimensions provided by him or on the basis of a Luxum project accepted by the Customer. Or according to the available specification according to the Luxum offer.

Taking measurements by Luxum is payable (unless individually decided otherwise). The price is determined individually depending on the complexity of the measurements and the distance of the measurement site from the Luxum headquarters.

If the measurements were not made by Luxum, the Customer is in any case obliged to provide the Manufacturer with all possible slopes or unevenness of the walls, thickness of plaster, fleece, ceramic tiles, location of windows or doors opening within the range of the installed Equipment; The Ordering Party places in the Equipment any drains, or inspection holes. In the absence of such an indication, Luxum assumes that the walls and other surfaces at which the Equipment is to be mounted are equal, meet Polish standards, are not inclined and have a load capacity appropriate for the installation of the Equipment. Subsequent works resulting from the need to adjust the Equipment to possible unevenness, other opening elements, substructures, cuts or assembly in the Equipment of additional holes will be treated as additional work.

If the parties decide that Luxum will prepare a design of the Equipment for the Client, Luxum will perform the project on the basis of visualizations, sketches and guidelines of the client, as well as dimensions and other comments provided to him. The manufacturer will send the client or the person indicated by him the project for acceptance. Acceptance of the project can take place by e-mail on the address: [biuro@luxum.pl](mailto:biuro@luxum.pl).

Any changes to the Client's project or changes to the Luxum project, after its acceptance, require the agreement of the parties and possibly changes in the terms of the Agreement in terms of the date of implementation of the Agreement and the amount of Luxum remuneration.

The Parties shall obligatorily acknowledge the following findings as to the characteristics of the Equipment:

Component material of the main elements of equipment.

Utility use.

Furniture, 3D walls panels, CORTEN panels, Krakow Tiles, Sferimo metalized surfaces – they are each time selected only on individual order from both the standard and non-standard list. Therefore, Luxum applies a legitimate derogation from the possibility of returning the goods within 14 days of their receipt.

## 21. EQUIPMENT MANUFACTURE

Luxum undertakes to make the Equipment with diligence, design and in accordance with the principles of art.

Luxum is not responsible for any defects in the equipment resulting from incorrect data provided to them by the Customer.

All materials, products and devices used to make the Equipment will be new, compliant with the requirements of the Agreement, standards, and construction art and will have the required approvals and attestations. The list of raw materials and colors of individual elements of the Equipment will be indicated in the design and specification or determined in correspondence, before placing the order.

The Customer/Ordering Party accepts that due to the properties of raw materials and manual production of materials and elements of the Equipment, the coloring, shading, structure and characteristics of individual finished elements of the Equipment may differ from each other to

a small extent, which is not a defect of the Equipment. Slight differences in the color of elements, shadows, slight differences in structure, as well as possible inclusions, small scratches or defects do not reduce the value or usability of the Equipment. In the case of the implementation of equipment made from architectural concrete, inclusions, exudates, shadows, microcracks, changes and other features characteristic of the concrete surface are permissible.

The Contractor reserves the right to change some of the materials indicated in the Equipment specification to equivalent materials, not inferior in quality and parameters. If, for the sake of purpose, the Manufacturer has used materials other than that provided for in the individual arrangements, the customer is entitled to an additional 12 months warranty. The Equipment elements will be made in accordance with the high Luxum standards and with a maximum tolerance of up to 5mm.

The production of equipment begins immediately after placing an order by the Customer (binding to the contract).

If the Customer/Ordering Party does not agree to start the work immediately, he should reserve it in writing to the address of the company's registered office or by e-mail.

## 22. DELIVERY OF EQUIPMENT

Equipment prepared for individual order will be made on a date individually agreed upon by the parties.

Ordered sanitary equipment can be collected in person at the Seller's headquarters, or at a predetermined place on the Polish territory.

At the Customer's request, Luxum will provide the equipment to the place indicated on the Polish territory for a fee. And on the basis of the Ordering Party's responsibility to every place in the world, where it is possible to implement in technical and legal terms.

The transport fee is determined individually and given before the formal conclusion of the contract (placing the order), unless due to the circumstances of the order it was not possible earlier.

The risk of accidental loss or damage to the delivered Equipment shall pass to the Ordering Party upon delivery of individual elements of the Equipment.

Any mechanical damage or incompleteness of the Equipment should be reported upon its receipt.

In case of delivery by courier or by the carrier, the Ordering Party is obliged to submit any comments as to the possible damage to the shipment or Equipment to the carrier and to provide written confirmation of the carrier. In the absence of notification of defects upon receipt of the Equipment, it is considered that on the date of receipt it was complete and free from visible mechanical defects.

Notification of defects other than mechanical may take place up to 14 days from the date of delivery of the Equipment, but does not suspend the payment of remuneration to the Contractor. Defects in parts of the Equipment may not constitute a basis for refusing to accept elements not burdened with defects.

In case of untimely delivery of the Equipment or untimely installation of the Equipment, if the Contractor's delay exceeds 7 working days, the Ordering Party may demand payment of a contractual penalty in the amount of 0.05% of the net remuneration for the implementation of the Equipment for each working day of the Contractor's delay. In total, up to 20% of the order value.

Any visible damage should be reported upon receipt. If the delivery is carried out by a courier, a damage report should be written with the type of damage to the equipment and damage to the packaging. It is recommended to take pictures.

### 23. GUARANTEE OF EQUIPMENT QUALITY

Luxum grants the consumer a 24-month warranty calculated from the date of delivery (unless individually agreed otherwise) of the Equipment and is responsible for manufacturing defects in equipment resulting from its defective workmanship or the use of improper materials. The condition for the warranty is the proper use, including maintenance and proper cleaning, of the elements of the Equipment, in accordance with the Manufacturer's instructions and the correct installation, as well as operation in accordance with the intended purpose.

All complaints, notifications and reports of defects require a written form to the address of the Guarantor's registered office or e-mail: [biuro@luxum.pl](mailto:biuro@luxum.pl).

After acknowledging the Guarantor's responsibility, defects will be removed free of charge within 14 days from the date of notification.

In exceptional cases, due to complexity, an additional period may be set for the removal of the defect.

Products made to the individual order of the customer may not have assembly and operation instructions attached.

Furniture delivered without assembly may require additional, self-adjustment and/or installation of additional fasteners.

Elements that may be damaged in transport can be dismantled and delivered separately, for self-assembly.

The guarantee does not exclude or limit the rights of consumers, especially under the warranty (conformity with the contract).

#### 24. INSTALLATION OF EQUIPMENT

Installation of sanitary equipment produced by Luxum should be commissioned to a reputable assembly, carpentry or construction company, sanitary, proficient in the art of assembling sanitary equipment. The installation of panels or small architecture should be commissioned to a contractor, which with the experience and knowledge of employees guarantees high quality of assembly. On request, the assembly is carried out by authorized representatives of the company, for an additional fee. Installation is guaranteed on the Polish territory, except in cases where the assembly is reviewed by the installer as technically impossible or dangerous. Equipment may not be installed by permanently tying it to the structure of the building or other equipment, or in a way that makes it difficult or impossible to dismantle without damaging the mounted product or adjacent elements. In case of such assembly, the Supplier does not take warranty responsibility and responsibility for the consequences of dismantling. Unless otherwise agreed, the Customer assembles the ordered equipment at his own expense. The Manufacturer - if the terms of the Agreement so provide - will perform the assembly of the Equipment at the place of its delivery.

Installation (if included in the contract) will take place according to the instructions of the Customer / Ordering Party and in accordance with the project. The installation does not include hydraulic connections, sewage connections, connections of household appliances, electrical appliances, etc., the implementation of which is the responsibility of the Customer / Ordering Party. (Unless otherwise specified in the contract.)

For the time of assembly, the Customer /Ordering Party will provide Luxum - contractor with the front of works and the media needed for assembly. The need to use unusual mounting solutions due to the fault of the ground may constitute an additional cost, which will be given when the assembly problem is discerned.

Any modifications of the Equipment (cuts, changes, etc.) deviating from the project will constitute additional works, in that case the date of completion of assembly may change accordingly.

The parties can confirm the installation with the assembly acceptance protocol. In the protocol, the Ordering Party is obliged to indicate any possible reservations as to the quality of the assembly. The protocol is not necessary unless the parties agree otherwise. The Ordering Party is obliged to secure the equipment after assembly, for the time of performing other works and to protect against damage during the assembly works, when the rooms in which the assembly works took place were not available exclusively to the assembly team. The installer is not responsible for damage to the equipment made at the place of installation by the Ordering Party or third parties. The Ordering Party is obliged to secure the working field until the equipment is received and assembly work is carried out. In the event of damage due to the fault of the Ordering Party or third parties, or random events beyond the control of the installer, the repair may be carried out for an additional fee. If the damage prevents further correct assembly, then the work is considered to have been carried out in accordance with the contract and the contractor is entitled to remuneration. The Contractor is not responsible for the storage of elements of the Equipment in the period from its delivery to Client/Ordering Party to the Customer/Contractor's commencement of assembly and during periods of possible interruptions in assembly work, when the Equipment is left at the disposal of the Customer/Ordering Party. The Customer/Ordering Party is responsible for the protection of the Equipment during this period from mechanical damage and adverse weather conditions.

Bringing and assembling does not include any construction works, demolition, dismantling, or the need to use special advanced equipment and cranes, trolleys, belts, scaffolding, etc. The route of entry must be safe and unhindered. In the absence of a front of works, it is considered that the Contractor performed the contract correctly and is entitled to remuneration for delivery and assembly.

During assembly, the product must be secured so that there is no damage.

Perform assembly work with due care, observing the principles of health and safety and the law.

If the assembly of equipment is carried out in recesses, on arches, unevenness, in corners, then after assembly uneven expansion joints and vices may arise.

If the assembly requires it, the work carried out may cause dust, vibration, noise and unpleasant odor, the effects for which the company is not responsible.

If there is a need or doubt, do not continue the assembly work and ask the Manufacturer for clarification.

Each piece of equipment can have its own assembly specifications, which must be strictly observed in order to maintain the warranty and ensure safety. Self-made assembly should be entrusted to a specialized company and keep a bill with detailed items for assembly. Installation instructions do not need to be attached to the products manufactured on the list. In case of unprofessional installation, the warranty may be canceled.

## 25. IMPLEMENTATION OF EQUIPMENT

In case of need to perform additional works or damage to the Equipment at its assembly (e.g., cracking of the element during assembly or cutting), the deadlines for the implementation of the Agreement are extended accordingly.

The delivery date is determined individually.

In emergency situations, independent from the Manufacturer, the deadline may be changed according to the time needed to remove the obstacle. In this case, the Manufacturer will notify the consumer of such a situation.

## 26. FINAL PROVISIONS

The terms and conditions of the contracts / orders, in particular the amount of Luxum / Contractor's remuneration, the condition of the products and their elements or fragments, description and properties constitute confidential information.

Luxum/Contractor may include in its advertising materials information about cooperation with the Customer / Ordering Party without providing its conditions. The Customer/Ordering Party agrees to the Contractor taking a photograph of the Equipment before and after installation,

and to the use of the above photographs in advertising materials, including in the folders and on the contractor's website.

Luxum/Contractor may entrust the implementation of the Agreement to subcontractors, for which it is responsible as for its own.

In matters not regulated by these regulations, the provisions of the general regulations above and the provisions of the Civil Code shall apply.

Changes and additions to concluded contracts / orders require a written form.

All disputes and discrepancies shall be settled by the Court competent for the registered office of the customer who is a consumer. In the event that the Customer is not a consumer, the competent court will be the court competent for the Luxum headquarters location.

The contract and the guarantees provided do not limit or exclude rights for non-conformity with the contract.

An integral part of the terms and conditions of the order is the Cleaning and Maintenance or the provisions of the regulations on maintenance and cleaning.

Cleaning and Maintenance instructions are mandatory.

## 27. SPECIFICITY OF 3D MDF PANELS

3D MDF panels are manufactured from standard, raw MDF using a CNC numerical milling machine, on request they can be manufactured for an additional fee from MDF with increased resistance to moisture or fire. In the case of ordering 3D MDF panels with special properties, an individual charge applies. Standard panels from the Luxum offer are designed so that the pattern on the panels is "compatible" and each subsequent panel is a continuation of the pattern. In the case of panels with non-standard dimensions or patterns, the manufacturer does not guarantee the conformity of the arrangement of the pattern.

3D MDF panels are manufactured according to numbered patterns and sizes offered in Luxum catalogs or on the website [www.luxum.pl](http://www.luxum.pl).

3D MDF panels can be manufactured for individual, special order in unusual sizes and surface finishes.

3D MDF panels can be delivered, on request, painted with a white primer. Finishes of 3D panels can have small inclusions, dust particles or remains from processing, irregularities, and small dimensional deviations. This does not constitute a defect in the product.

Clean gently, with a slightly damp cloth or vacuum with a vacuum cleaner with a tip with a soft brush.

In the standard version, the panels are not resistant to moisture. The panels in any of the versions are not frost-resistant.

Move carefully. Store in a dry, shaded, airy place, only inside buildings. Unpack from the transport packaging immediately after receipt.

#### Installation recommendations for 3D MDF panels:

The panels can be anchored or glued only to a stable, load-bearing substrate, which can be used for substances that may have a negative effect on the tackiness.

3D MDF panels can be mounted on double-sided adhesive tape, Velcro tape or Mammoth mounting glue. Follow the recommendations of manufacturers of assembly products. 3D MDF panels can only be installed in dry and airy rooms. So that after assembly they are no visible joining, the expansion joints should be filled with putty for wood or parquet, and then skillfully sanded and painted in the place of joining with a primer. Paintwork should be carried out on an aligned and primed surface.

For rooms with increased moisture (e.g., bathrooms, kitchens, conservatories) use waterproofing adhesive primer on the substrate and reverse of the panels. Panels after installation on anhydrous mounting glue and expansion joint treatment should be painted by spray or brush, a waterproof primer for MDF and paint with spray or brush with ceramic paint. Corners and expansion joints with floor, ceiling and walls fill with sanitary or roofing silicone. Secure drilled holes with waterproof primer and silicone. Clean according to the paint manufacturer's instructions.

It is recommended to use high-quality paints for MDF panels, and in case of using only ceramic paints in rooms with increased humidity.

#### 28. SPECIFICITY OF CORTEN STEEL PANELS TYPE CORTEN (COR\_TECH)

Corten steel panels are manufactured exclusively from the original, highest quality original cold-rolled Corten steel type A (the highest quality among all types of steel of this type), with a filling (bottom) of wood-based board (in standard), allowing easy assembly, similarly like ceramic tile. At the same time, the panel of this type is not resistant to water and high humidity. On request, the panel can also be filled with a non-flammable GK board.

Panels intended for outdoor use are filled with the moisture-resistant boards. Before installing the panel, the reverse of the panel and the substrate should be primed with Luxum primer. Panels should be stored in a dry and airy room until installation, without direct contact with the floor and other panels. The substrate should be load-bearing, dry, clean and primed.

Glue with highly flexible adhesives designed to connect a given type of substrate with the filling of the ordered panels. The manufacturer may suggest the selection of the right glue, but the intake of the appropriate glue lies on the side of the assembler.

Corten panels are manufactured in the sizes specified on the [www.luxum.pl](http://www.luxum.pl) website. On individual order, it is possible to deliver panels in non-standard sizes and shapes.

Corten steel panels are a specific character product with variable aesthetic features, depending on weather conditions, temperature, air humidity, etc.

Corten panels are delivered with the aging process started. During operation, the panels are covered with a rusty patina of different colors and structures. The aging process takes place at different times, depending on the conditions and humidity of the air. Plates should be moved carefully in clean gloves, and store indoors. During storage, Corten steel panels must not come into contact with each other or with other objects on aversion.

Mount with the preservation of expansion joints min. 1 mm, and from floors and ceilings 5mm inside buildings, in places not exposed to long-term heating. In case of prolonged sunlight or heating of the panels, use expansion joints between the panels of at least 3mm.

In the case of external panels, use expansion joints of at least 4 mm.

Individual copies may differ from each other in dimensions to a small extent.

After the "maturation" period of steel, the panels stop "rusting" and reduce the possibility of "rusty soiling".

Corten panels have variable aesthetic features during the entire service life, which is a desirable and valued phenomenon.

The panels can be slightly dirty. Clean with a broom with soft bristles or dry vacuum with a tip with a soft brush.

Heavily soiled panels can be washed with clean water, but they will completely change the aesthetics. Do not accelerate the "aging" with water with the addition of salt. This destroys the unique properties of Corten steel.

Protect from scratches.

It is recommended to use impregnation. Impregnation can change the aesthetics of the panels.

## 29. SPECIFICITY OF LUXFORMAT MIRROR TILES

Lux format mirror tiles are made of high-quality mirrors, on machines that allow you to achieve excellent quality. To enjoy long-term, trouble-free exploitation, maintenance and cleaning rules must be followed.

Install mirror tiles without defects, of compatible dimensions, without scratches, cladding, or damage to the mirror (coating on the reverse of the tile).

Only mirror adhesives should be used for mounting. The use of another adhesive can damage the mirror and void the warranty.

Small dimensional deviations of individual tiles, slight color differences, differences in finishing cuts, and inclusions, are normal features and do not constitute a defect of the product.

If expansion jointing is retrieved, a mirror sealant or solvent-free silicone or a two-component glass mosaic grout should be used. The assembler is responsible for the grouting effect.

Before installation, you need to make a plan of assembly and adjust the tiles accordingly.

Trimming Luxformat mirror tiles is possible with tools made for mirrors. Clean the tiles with mirror cleaners applied to the cloth and not directly to the tiles.

Wipe dry with a microfiber cloth or paper towel. Store in transport packaging, in a dry warehouse, and do not expose them to the sun.

Store, assemble and operate only at temperatures above 5°C.

Tiles should not be mounted on a tight fit.

Tiles may have slight deviations that do not constitute a product defect (+/- 1-2 mm)

## 30. SPECIFICITY OF HANDMADE TILES "KRAKOW TILES"

Tiles "Krakow Tiles" are unique tiles made by hand and fired in a kiln using the traditional method.

No two tiles are alike. Tiles "Krakow Tiles" is a response to mass-produced ceramic tiles where the work and craftsmanship of an artistic craftsman are not a decisive factor in the product.

"Krakow Tiles" is a continuation of the nearly century-old tradition of the Krakow tile shop existing until recently. The same people, the same technology and production are still in Krakow. These are not ordinary tiles, they are tiles from Krakow, where knowledge, experience and passion are put into each copy and unmatched high quality.

To enjoy this high quality and uniqueness of tiles for decades, you need to follow a few rules.

Install tiles on Luxum mounting glue.

On the substrate and reverse of the tile use Luxum primer.

Tiles can be machined with high-speed tools for ceramic tiles. Clean tiles with water using a soft sponge and a microfiber cloth.

Krakow tiles are designed for cladding inside buildings: walls, fireplaces, stoves, furniture fronts, etc. They are not suitable for floors and external facades. They will do great in corridors, kitchens, bathrooms, and living rooms.

Krakow tiles are handmade, traditional, and varnished to preserve the natural color. Tiles can be glazed. The glazing is applied by hand in the traditional way.

Individual tiles can differ from each other in all respects, which distinguishes real hand-made tiles from prefabricated imitations.

Slight deviations in color, dimensions and physicochemical features from the standards, or differences between individual copies are characteristic of this type of product and testify to originality and artisanal origin.

The emerging hair is a natural feature. The amount of hair and changes can vary. There is no impact on exploitation. Handmade tiles have variable physicochemical and aesthetic features.

Grout only with glass mosaic joints or solvent-free silicone. Before grouting, make a test.

Krakow tiles are not frost-resistant.

### 31. SPECIFICITY OF SFERIMO METALIZED SURFACES

SFERIMO metallized surfaces based on this Metalland technology are an innovative product that has no equivalent on the market. Metalized SFERIMO surface, is a kind of application of "metal in the cold". A mixture of polymers with metallic powder, catalyzed with a hardener, is applied to various types of substrates by spraying or puttying.

An excellent idea for metallization of decorative panels, furniture fronts, elements of small architecture, sanitary equipment where there is no direct action of water. Please familiarize yourself with the specifics so that products coated with "cold metal" can be used for a long time.

Metal for cold application can be ordered for self-application to the surface, or ordered metal coating by SFERIMO specialists.

Apply in accordance with the instructions and information on the packaging. Clean lightly moistened with a soft cloth. Do not allow water and other substances to dry out on the surface of the metallic coating. It is best to vacuum the coating with a vacuum cleaner with a soft brush.

In addition to water, do not use other cleaning products.

A specific product with a variable aesthetic appearance throughout the entire service life. Finished products with SFERIMO coating may differ from those on stencils and presentations. Certain "imperfections" are a natural and characteristic feature of this product.

Individual products with SFERIMO (Metalland) coating may differ from each other. Delivery of self-application products up to 7 working days. The implementation of metalized surfaces is determined individually as to the price and date.

Decorative panels and other commissioned decorative elements made of SFERIMO metalized surfaces may slightly differ in dimensions from those commissioned.

### 32. SPECIFICS OF FLOORS AND VINYL PARQUET PRESTIKONCEPT

PRESTIKONCEPT vinyl floors and parquets are unique floor coverings of the highest world standards. They have numerous certificates and gained crowds of very satisfied recipients. These floors are light, aesthetic, thin, very durable, easy to install and clean, hygienic.

They are perfect for private houses and apartments as well as public buildings. The most advanced manufacturing technologies, design and quality and the possibility of using for underfloor heating - make it an excellent choice for any type of interior floors.

Wash vinyl panels and parquets with universal flooring products. SIDOLUX for vinyl or PVC floors is recommended. Do not use corrosive cleaners, do not scrub with sharp brushes and pressurized steam. Wash the floor regularly, preventing substances that may cause discoloration (hair dyes, strongly staining substances and liquids) from drying on its surface.

Slight differences in color, size, texture, individual sizes of floor elements are a normal phenomenon and do not constitute a defect.

For installation use the recommended glues.

Floors may differ slightly from those in the stencils.

Deadline for the implementation of panels up to 12 working days.

### 33. SPECIFICITY OF VERRE DESIGN GLASS PANELS

VERRE DESIGN glass panels are created on the principle of co-creation. This is the highest quality glass and graphics on any background or double-sided graphics. Implementation to size, in any size, shape and type of graphics. Corporate graphic designers help to personalize and adjust the graphics to individual needs.

High-quality glass and graphics are the basis thanks to which perfection is achieved. Please read the information that will allow them to be used and operated correctly.

The panels are designed for the interior of buildings.

Installation only to an even ground or substructure.

The substructure can be priced separately and is not a component of the valuation. In general, it must be used if the ordering party has not prepared the substrate or it is not technically possible or economically justified. Expansion joints up to 4 mm. Tolerance of formats up to +/- 3 mm. The date is set individually.

Washing and cleaning with ordinary window cleaners. Wipe with a soft cloth or a soft paper towel. When using a given product for washing for the first time, a test should be made in an invisible place.

Dark graphics should not be exposed to direct sunlight.

#### 34. SPECIFICITY OF HAUSDER PANELS

HAUSDER vertical panels are a fashionable, designer decorative solution. Panels are manufactured to individual order in the form of simple panels mounted relative to the ground at an angle of 90 degrees.

Panels are available as separate elements, elements fixed to the ground integrated with panels or box construction. The panels are made of wood-based materials, varnished or with natural wooden veneer or modified veneer. Manufactured according to individual specifications and customer requirements.

HAUSDER vertical panels are a unique and prestigious architectural solution in interior design. High quality is guaranteed. In order to be able to enjoy the guarantee and high quality of the panels, you need to familiarize yourself and apply in practice to advice and information from these specifics. Vertical panels are designed for indoor use.

The panels are not resistant to moisture and large temperature changes, except when agreed differently in the written form and the panels were to have non-standard features.

Individual elements of the panels may have slight deformations, buckling, axial deformations, arcuate deformations and may differ slightly in color and dimensions. Adhesive joints or surface imperfections visible up close are a normal phenomenon arising in the process of manual production and do not constitute a defect in the product. On request, the panels can be ordered together with installation on the Polish territory and after individual arrangements throughout the EU and associated countries.

Prices are set individually.

The panels can be vacuumed with a vacuum cleaner with a tip with a soft brush.

For washing and maintenance use standard, high-quality universal products for washing and maintaining wooden furniture. Before the first use of a given product, the test should be made in an invisible place.

#### 35. THE SPECIFICITY OF THE DECORATION AND PAINTING WITH OIKOS PAINTS AND PREPARATIONS

Preparations, stucco and paints OIKOS, produced according to excellent recipes using the most advanced techniques, under constant laboratory supervision and quality control specialists. OIKOS is one of the largest manufacturers of the highest quality painting and decorative

coatings in the world, with a pro-ecological attitude. Recognizing the experience and unmatched quality of OIKOS in this matter, HOMSA decided on the request of the general importer to introduce for sale as an authorized distributor, part of the best assortment. An assortment that will guarantee 100% satisfaction. Please follow a few of these instructions to ensure that OIKOS solutions are durable and look great even after many years.

Prepare painting or applying structures always in accordance with the instructions on the packaging, or provided at the time of order.

The guarantee of a successful application is compliance with the manufacturer's recommendations and its performance by professionals.

OIKOS coatings are not 100% waterproof and stain resistant.

Individual colors, decors, structures may ultimately differ from those presented in photos, videos, samples and presentations. This is a characteristic feature of the product and does not constitute a defect.

Returns of paints and decorative structures are not accepted by the seller, because they are always prepared for individual order.

OIKOS materials should be applied with caution, using safety glasses and a dust mask.

Clean by vacuuming with a vacuum cleaner with a tip with a soft brush.

### 36. INSTRUCTIONS FOR OPERATION AND MAINTENANCE OF COMPOSITE COUNTERTOPS, FURNITURE, SMALL ARCHITECTURE AND UNUSUAL ARCHITECTURAL FORMS.

Small architecture, countertops and furniture have been prepared by Luxum so that they can serve a long time, while maintaining excellent functional and aesthetic values. The condition for keeping products in good condition is to follow the following recommendations.

Furniture and other equipment are not resistant to corrosive and irritating chemicals, and countertops may not be resistant to corrosive and some irritating chemicals and cleaning products. Avoid contact with solvents, hair dyes, varnishes, pipe cleaners, washbasin cleaners, shower or descaling booths cleaners, etc. Always attempt to clean in an invisible place before the first use.

Clean with commonly available liquid cleaners for the assortment, without any abrasives.

Clean furniture with high-quality furniture products, e.g., Pronto or Sidolux, etc.

It is forbidden to clean equipment and furniture with lotions, powders, sharp cloths, brushes, sponges, cleaners. Cleaning cream can be used to clean the matt surfaces.

Equipment and furniture should be cleaned using soft microfiber cloths. Do not allow dirt, dust, residues of chemicals and cosmetics, residues of cleaning products and water to dry on the surface.

Water and any soap deposits, etc. should be removed on an ongoing basis, not allowing them to dry on the surface.

Countertops and equipment made of solid surface or GFK Luxum, Cristal stone, with matt coloring do not need to be polished. Clean with cream cleaners, doing circular movements, rinse with water.

Composite countertops finished in gloss, should be polished with a soft cloth using polishing cream once every 3-6 months, depending on the intensity of use.

Always follow the recommendations and warnings of manufacturers of cleaning and preservatives.

Mugs, soap dishes, decorative elements and articles of equipment, etc. should be glued with felt or silicone or rubber pads so that they do not scratch the surface.

Furniture is not resistant to constant contact with water and high moisture. Therefore, fogged furniture should be wiped dry. Water from the countertops should be wiped on a regular basis.

Products should be used in accordance with their intended purpose, only for personal hygiene in home conditions, unless before placing the order, the Customer informed the Manufacturer about other purposes, such as personal hygiene in the conditions of home bathrooms.

In case of doubt, always seek the advice of the manufacturer.

Clean with a damp mild sponge or microfiber cloth (do not use water excessively) and lightly rub the surface to remove any dust. The panels can also be vacuumed with a vacuum cleaner with a cap for furniture. If necessary, repeat the procedure.

Veneered and lacquered furniture in matt finish not be exposed to water and high humidity.

In case of doubt, always seek the advice of the manufacturer.

### 37. FINAL INFORMATION

Ladies and gentlemen,

We give the above regulations with the conviction that we have made every effort to make it clear and understandable, despite the fact that it is so extensive topic, but this is due to the specificity of the products. Luxum strives for excellence in satisfying the needs and expectations of its customers in relation to the perfection of performance and satisfaction with service. If any point of the regulations is not clear or understandable to you, or you do not agree with its provisions, please contact us or withdraw from the conclusion of the contract.

The Regulations are available on the [www.luxum.pl](http://www.luxum.pl) website, also in PDF format, which allows you to download its content and capture it. We recommend copying the content of correspondence and regulations to a durable medium.

Homsa sp. z o.o.

Last updated: July 2022