### Terms and Conditions of the www.maxtondesign.pl online store

### I. General provisions

1. These Terms and Conditions define the general conditions, the manner of providing electronic services and sales via the Online Store www.maxtondesign.pl. The store is run by Piotr Kardaś running a business under the name MAXTON DESIGN Piotr Kardaś entered into the Register of Entrepreneurs of the Central Register and Information on Economic Activity kept by the Minister of Entrepreneurship and Technology at ul. Podlesie 26, 32-830 Wojnicz, NIP 9930412115, REGON 123156155, hereinafter referred to as the Seller.

2. Contact with the Seller takes place via:

a. e-mail:

a.1. For an individual customer: sales@maxtondesign.eu;

a.2. For the Contractor (Dealer): info@maxtondesign.eu.

b. phone:

b.1. For an individual customer: +48 14 307 06 04;

b.2. For the Contractor (Dealer): +48 14 307 06 04.

c. Meta messengers:

c.1. Messenger (www.facebook.com/maxtondesign);

c.2. Instagram Direct (www.instagram.com/maxtondesign\_official).

3. 3. These Terms and Conditions are continuously available on the website www.maxtondesign.pl, in a way that allows its acquisition, reproduction and recording of its content by printing or saving on a data storage device at any time.

4. The Seller informs that the use of services provided electronically may involve a threat on the side of every Internet user, consisting of the possibility of introducing malware into the Customer's ICT system and obtaining and modifying its data by unauthorized persons. In order to avoid the risk of the above-mentioned threats, the Customer should use appropriate technical measures to minimize their occurrence, in particular anti-virus programs and a firewall.

# **II. Definitions**

The definitions used in the Terms and Conditions mean:

1. Business days - these are days from Monday to Friday, excluding public holidays;

2. Customer - a natural person who has full legal capacity, a natural person conducting business activity, a legal person or an organizational unit that is not a legal person, the specific provisions of which grant legal capacity, who places Orders within the Online Store or uses other Services available in the Online Store;

3. Civil Code - Act of 23 April 1964 (Journal of Laws No. 16, item 93, as amended);

4. Account - a part of the Online Store assigned to a given Customer, via which the Customer can perform specific activities within the Online Store;

5. Consumer - a customer who is a consumer within the meaning of art. 22 [1] of the Civil Code or a Client who is a natural person who has concluded a contract directly related to his business activity, when the content of this contract shows that it is not of a professional nature for them, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity (also referred to as the Entrepreneur with consumer rights);

6. Transport Law - Act of November 15, 1984. Transport Law (i.e. Journal of Laws of 2020, item 8);

7. Entrepreneur - a customer who is an entrepreneur within the meaning of art. 43[1] of the Civil Code. The provisions regarding Entrepreneurs do not apply to Entrepreneurs with consumer rights referred to in point I sub-point 5 of the Regulations;

8. Terms and Conditions - this document;

9. Goods - a product presented in the Online Store, the description of which is available for each of the presented products;

10. Sales Agreement - A contract for the sale of Goods within the meaning of the Civil Code, concluded between the Seller and the Customer;

11. Services - services provided by the Seller to Customers electronically within the meaning of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204, as amended);

12. Consumer Rights Act - the Act of 30 May 2014 on consumer rights (Journal of Laws 2014, No. 827);

13. Act on the provision of electronic services - the Act of 18 July 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204, as amended);

14. Order - Customer's declaration of will, aiming directly at the conclusion of the Sales Agreement, specifying in particular the type and number of Goods.

## III. Rules of usage of the Online Store

1. Using the Online Store is possible provided that the ICT system used by the Customer meets the following minimum technical requirements:

a. a computer or mobile device with Internet access,

b. access to e-mail,

c. Internet Explorer version 11 or later, Firefox version 28.0 or later, Chrome version 32 or later, Opera version 12.17 or later, Safari version 1.1. or newer,

d. enabling Cookies and Javascript in the web browser.

2. Using the Online Store means any activity of the Customer, which leads to their engagement with the content contained in the Store.

3. The customer is obliged in particular:

a. not to provide or transmit content prohibited by law, e.g. content promoting violence, defamatory or violating personal rights and other rights of third parties,

b. not to use, without the Seller's prior consent, descriptions of the Goods in the Online Store, in particular in the case of further sale of the Goods as part of the Customer's business or professional activity,

c. to use the Online Store in a way that does not interfere with its functionality, in particular by using specific software or devices,

d. not to take actions such as: sending or posting unsolicited commercial information (spam) as part of the Online Store,

e. to use the Online Store in a way that is not inconvenient for other Customers and for the Seller,

f. to use any content posted as part of the Online Store only for personal use,

g. to use the Online Store in a manner consistent with the provisions of the law in force in the territory of the Republic of Poland, the provisions of the Regulations, as well as with the general principles of using the Internet. 4. The Seller shall not be liable for unauthorized use by the Customer of the descriptions of the Goods available in the Online Store, as well as for the use and/or infringement by the Customer of intellectual (industrial) property rights of entities referred to in the Online Store and in connection with which the Goods are sold; in particular, the Seller shall not be liable for unauthorized use by Customers of trademarks protected under applicable law.

#### **IV. Services**

1. The Seller enables the use of free Services via the Online Store, which are provided by the Seller 24 hours a day, 7 days a week.

2. The service of maintaining an Account in the Online Store is available after registration. Registration takes place through completing and accepting the registration form available on one of the pages of the Online Store. The contract for the provision of the service consisting of maintaining an Account in the Online Store is concluded for an indefinite period of time and is terminated when the Customer sends a request to delete the Account.

3. The Customer has the option of receiving commercial information from the Seller in the form of messages sent to the e-mail address provided by the Customer (Newsletter). For this purpose, a valid e-mail address needs to be provided or the appropriate field in the registration form or Order form needs to be checked. The customer may withdraw his consent to the sending of commercial information at any time. The Newsletter contract is concluded for an indefinite period and is terminated when the Customer sends a request to remove his e-mail address from the Newsletter subscription or unsubscribe using the link in the content of the message sent as part of the Newsletter service.

4. The Seller has the right to organize occasional contests and promotions, the conditions of which will be each time provided on the Store's website. Promotions in the Online Store cannot be combined, unless the Terms and Conditions of a given promotion provide otherwise.

5. In the event of a breach by the Customer of the provisions of these Terms and Conditions, the Seller, after a prior ineffective request to cease or remove the violations, with an appropriate deadline, may terminate the contract for the provision of Services with a 14-day notice period.

6. In the Online Store, it is possible to leave a product review. Reviews are issued by customers via the Trusted Shops platform. The possibility of issuing reviews via the above-mentioned platform is available to persons who have made a purchase in the Seller's Online Store. These reviews are verified by the provider of the Trusted Shops platform and made available in the Seller's Online Store.

# V. Concluding a Sales Agreement

1. Information about the Goods provided on the Store's website, in particular their descriptions, technical and functional parameters and prices, constitute an invitation to conclude an Agreement, within the meaning of Art. 71 of the Civil Code.

2. All Goods available in the Online Store are brand new and have been legally introduced to the Polish market.

3. The condition for placing an Order is to have an active e-mail account.

4. In the case of placing an Order via the Order form available on the Online Store website, the Order is submitted to the Seller by the Customer in electronic form and constitutes an offer to conclude a Sales Agreement for the Goods being the subject of the Order. An offer submitted in electronic form is binding for the Customer if the Seller sends a confirmation of acceptance of the Order for execution to the e-mail address provided by the Customer, which is the Seller's declaration of acceptance of the Customer's offer and upon its receipt by the Customer, a Sales Agreement is concluded.

5. Placing an Order in the Online Store via phone or by sending an e-mail takes place on working days and hours indicated on the Online Store website. For this purpose, the Customer should:

a. provide verbally via a phone conversation or in writing in the content of an e-mail addressed to the Seller the name of the Goods from among the Goods on the Store's website and their quantity,

b. indicate the method of delivery and form of payment from among the methods of delivery and payment listed on the Store's website,

c. provide the data needed to complete the Order, in particular: name and surname, place of residence and e-mail address.

6. Information on the total value of the Order referred to in the above paragraph is provided each time by the Seller orally after completing the entire Order or by informing by e-mail together with information that the conclusion of the Sales Agreement by the Customer entails the obligation to pay for the ordered Goods, at this moment the Sales Agreement is concluded.

7. In the case of a Customer who is a Consumer, the Seller, each time after placing an Order via telephone or e-mail, sends the Customer a confirmation of the terms of the placed Order.

8. The sales contract is concluded in Polish, English or French, with the content in accordance with the Regulations.

9. The Customer has the option of ordering an additional service of assembly of the Goods on a vehicle belonging to the Customer, at the Seller's headquarters. The parties, by way of individual agreements, determine the terms and conditions for the provision of assembly services, including the price and date of order completion, subject to the following provisions.

# **VI. Delivery**

1. The delivery of the Goods takes place within the territory of the European Union and outside its borders and is carried out to the address indicated by the Customer when placing the Order.

2. The delivery of the ordered Goods takes place via the Carrier - a courier company.

3. On the Store's website, in the description of the Goods, the Seller informs the Customer about the number of Business Days needed to complete the Order and its delivery, as well as about the amount of fees for the delivery of the Goods.

4. The Seller provides the Customer with a proof of purchase.

5. If a different delivery time is provided for the Goods covered by the Order, the longest time among those provided applies to the entire Order.

6. The customer, pursuant to art. 545 § 2 of the Civil Code in connection with art. 74 and 76 of the Transport Law, is obliged to examine the shipment in time and in a manner adequate to the given type of shipment (indicated below), and if it is found that there was a loss or damage to the item during transport, he is also obliged to take all actions necessary to determine the liability of the carrier.

7. If the Customer notices visible defects or damage upon receipt of the shipment, the Customer should request the carrier to outline the condition of the shipment in a protocol. If the Customer notices defects or damage that cannot be noticed from the outside upon receipt, the Customer should report this fact to the Seller or the carrier immediately after the damage is discovered, but not later than within 7 days from the date of receipt of the shipment. In the case of reporting the damage directly to the carrier, the Customer should also request the carrier to determine the condition of the shipment.

8. In order to improve the complaint process, the Customer should immediately, not later than within 7 days of receiving the shipment, inform the Seller about noticing any damage and defects in the Goods or non-compliance of the Goods with the contract in the form of incompleteness of the Goods (e.g. lack of individual parts).

9. The consequence of failure to comply with the above requirements to examine the Goods in accordance with point VI subpoints 6 - 9 of the Terms and Conditions may result in a failure to consider the Customer's complaint for non-compliance of the Goods with the contract.

# **VII. Prices and Payment Methods**

1. The prices of the Goods are given in PLN, GBP, EUR as selected by the Customer and include all components, including VAT, customs duties and other fees. The price is defined as regular price. Goods are available at regular prices, which are the usual price paid by the Customer, if the goods are not covered by a discount, promotion, discount, etc. The promotional price is the price that the Customer ultimately pays while maintaining the benefits granted by the Seller, resulting, for example, from a discount, promotion, etc. The given prices do not include information on the costs of Delivery and any other costs that the Customer will be obliged to incur in connection with the Sales Agreement, about which the Customer will be informed when choosing the method of Delivery and placing the order.

2. Goods may be presented in the Store at promotional prices. The price indicated by the Seller next to the promotional price is the lowest price at which the product was available in the store in the last 30 days.

3. The customer can choose the following payment methods:

a. bank transfer to the Seller's bank account (in this case, the implementation of the Order will start after the Seller sends the Customer confirmation of the Order, and the shipment will be made immediately after the funds are credited to the Seller's bank account and the Order is completed);

b. electronic payment (in this case, the implementation of the Order will start after the Seller sends the Customer confirmation of the Order and after the Seller receives information from the settlement agent's system about the Customer's payment, and the shipment will be made immediately after completing the Order). Electronic payments can be made via PayPal or Przelewy24.

4. On the Store's website, the Seller informs the Customer about the time within which they are obliged to make the payment for the Order. In the absence of payment by the Customer within the time referred to in the previous sentence, the Seller, after a prior ineffective request for payment with an appropriate deadline, may withdraw from the Agreement pursuant to art. 491 of the Civil Code.

#### VIII. Right to withdraw from the Agreement

1. In the case of the sale of one piece Goods, the deadline to withdraw from the contract expires after 14 days from the day on which you came into possession of the item or on which a third party other than the carrier and indicated by you came into possession of the item.

2. In the case of the purchase of goods that are delivered in batches or in parts, the deadline to withdraw from the contract expires after 14 days from the day on which the Customer came into possession of the last batch or part or on which a third party other than the carrier and indicated by the Customer entered possession of the last lot or part.

3. In the case of a contract subject to regular delivery of items for a fixed period of time, the deadline to withdraw from the contract expires after 14 days from the date on which the Customer came into possession of the first item or on which a third party other than the carrier and indicated by the Customer came into possession of the first item.

4. To exercise the right to withdraw from the contract, please inform MAXTON DESIGN Piotr Kardaś, ul. Podlesie, 32-830 Wojnicz, email: sales@maxtondesign.eu, phone: +48 14 307 06 04 about your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You can use the model withdrawal form, but it is not mandatory. In order to meet the deadline to withdraw from the contract, it is enough for you to send information regarding the exercise of your right to withdraw from the contract before the deadline to withdraw from the contract.

6. The right to withdraw from the Agreement by the Consumer is excluded in the circumstances provided in art. 38 of the Act on Consumer Rights, in particular, in the case of:

a. Provision of services, if the Seller has fully performed the service with the express consent of the Consumer, who was informed before the commencement of the service that after the performance of the service by the Seller, he will lose the right to withdraw from the Agreement;

b. Agreements in which the price or remuneration depends on fluctuations in the financial market over which the Seller has no control and which may occur before the deadline for withdrawing from the Agreement;

c. An agreement in which the subject of the service is a non-prefabricated piece of Goods, manufactured according to the Consumer's specifications or serving to satisfy his individual needs;

d. An agreement in which the subject of the service is Goods delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the package was opened after delivery;

e. Agreements in which the subject of the service are Goods which, due to their nature, are inseparably connected with other items after delivery;

f. An agreement in which the Consumer explicitly demanded that the Seller come to them for urgent repair or maintenance; if the Seller provides additional services other than those requested by the Consumer, or provides Goods other than spare parts necessary to perform the repair or maintenance, the Consumer has the right to withdraw from the Agreement in relation to additional services or Goods;

g. An agreement concluded by way of a public auction;

h. Contracts 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 to withdraw from the Contract and after informing them by the Seller about the loss of the right to withdraw from the Contract.

7. In the event of withdrawal from the Agreement concluded remotely, the Agreement is considered void. What the parties provided is returned unchanged, unless the change was necessary to determine the nature, characteristics and functionality of the Goods. The return should take place immediately, no later than within 14 days of submitting the document of withdrawal from the contract. The purchased Goods should be returned to the Seller's address.

8. The Seller shall promptly, but no later than within 14 days from the date of receipt of the Consumer's statement of withdrawal from the Agreement, return to the Consumer all payments made by him, including the costs of delivering the Goods. The Seller returns the payment using the same method of payment as used by the Consumer, unless the Consumer agrees to a different method of return, and this method will not involve any cost for the Consumer. The Seller may withhold the reimbursement of payments received from the Customer until the item is returned or the Customer provides proof of its return, depending on which event occurs first, unless the Seller has offered to collect the item from the Customer himself.

9. If the Consumer has chosen a method of delivering the Goods other than the cheapest usual method of delivery offered by the Seller, the Seller is not obliged to reimburse the Consumer for the additional costs incurred by him.

10. The Customer bears only the direct cost of returning the Goods, which may amount to a maximum of PLN 1,000, unless the Seller has agreed to bear this cost.

## **IX.** Complaints

1. The Seller undertakes to provide the Consumer with the Goods in accordance with the Sales Agreement, and in the case of Entrepreneurs - free from defects.

2. The Seller is liable to the Customer who is a Consumer for the non-compliance of the Goods with the contract under the conditions set out in Chapter 5a of the Act on Consumer Rights and the relevant provisions of the Civil Code, taking into account the provisions of these Terms and Conditions.

3. To the Customer who is an Entrepreneur, the Seller is liable under the warranty for defects on the terms set out in art. 556 - 576 of the Civil Code, subject to the provisions of these Terms and Conditions.

4. Complaints arising from the violation of the Customer's rights guaranteed by law or under these Terms and Conditions should be sent to the address of MAXTON DESIGN Piotr Kardaś, ul. Podlesie 26, 32-830 Wojnicz, to the e-mail address: sales@maxtondesign.eu (Individual Customer)/ info@maxtondesign.eu (Contractor-Dealer), phone number +48 14 307 06 04, immediately, but no later than within 72 hours from the discovery of a defect in the Goods (or 72 hours from the date of receipt of the Goods in the case of shortages).

5. In the case of Customers who are Entrepreneurs, Complaints should be submitted immediately, but no later than within 72 hours from the discovery of a defect in the Goods (or 72 hours from the date of receipt of the Goods in the case of shortages).

6. In order to have the complaint considered, the Customer should send or deliver the concerned Goods, if possible, attaching the proof of purchase to it. The Seller undertakes to collect the Goods at its own expense if the Goods under complaint are collected from a country located in continental Europe. In the event that the concerned Goods are to be collected from a country not located in continental Europe, the cost of shipping is covered by the Customer, sending the Goods for complaint to the address indicated in point 4.

7. The Seller confirms by electronic means the receipt of the complaint submitted by the Customer via e-mail.

8. The Seller undertakes to consider each complaint within 14 days.

9. After considering the complaint, the Seller changes the status of the complaint visible in the Customer Account. At this point, the customer is automatically informed by e-mail about the change.

10. In the event of missing information in the complaint, the Seller will call the Customer to supplement it to the extent necessary immediately, but no later than within 7 days from the date of receipt of the request by the Customer.

11. The Seller is not liable for defects or lack of conformity of the Goods with the contract resulting from:

a. damage caused by inappropriate or inconsistent assembly instructions provided by the Seller for the Goods,

b. damage caused to the mounting holes of the Goods resulting from attempts to assemble the element incorrectly (the element should first be checked for fitment),

c. damage to the products (diffusers) caused when the vehicle on which the Goods are mounted does not have the original exhaust system,

d. damage to the products (diffusers) resulting from the use of vehicles to move at too high a speed, i.e. above 250 km/h,

e. incompatibility of the Goods with additional vehicle equipment, not provided for in the basic versions of vehicles for which the Goods are dedicated to,

f. damage to the Goods resulting from improper maintenance, including the use of too harsh chemicals,

g. and is not responsible for the loss of the warranty provided by the vehicle manufacturer. 12. The Customer is informed each time about the limitations in the use or durability of the Goods applicable to individual Goods in the description of a given Good on the Store's website. These limitations are dictated primarily by the specific durability of the materials used for production, over which the Seller has no real influence. By concluding the Sales Agreement, the Customer declares that they have read and accepted the lack of certain characteristics of the Goods using a dedicated form.

13. The Seller shall not be liable for damage to the Customer's vehicle resulting from the use of the Goods in an improper manner, inconsistent with the assembly instructions provided by the Seller or with the intended use of these Goods.

# X. Complaints regarding the provision of electronic services

1. The Customer may submit complaints to the Seller in connection with the functioning of the Store and the use of the Services. Complaints can be submitted in writing to the following address: MAXTON DESIGN Piotr Kardaś, ul. Podlesie 26, 32-830 Wojnicz to the e-mail address: sales@maxtondesign.eu (Individual customer)/ info@maxtondesign.eu (Contractor-Dealer), phone number +48 14 307 06 04.

2. In the complaint, the Customer should provide his name and surname, correspondence address, type and description of the problem.

3. The Seller undertakes to consider each complaint within 14 days, and if it was not possible, to inform the Customer within this time when the complaint will be considered. In the event of missing information in the complaint, the Seller will call the Customer to supplement it to the extent necessary within 7 days from the date of receipt of the request by the Customer.

#### XI. Business-to-business (B2B) sales

1. In the case of Agreements concluded with Entrepreneurs, the Seller has the right to limit the available payment methods for the ordered Goods. This also applies to the possibility of requiring prepayment in whole or in part for the Goods, regardless of the method of payment chosen by the Entrepreneur.

2. Upon the release of the Goods to the carrier, the benefits and liabilities related to the Goods and the risk of accidental loss or damage to the Goods are transferred to the Entrepreneur.

3. If the Goods are sent to the Entrepreneur via a carrier, the Entrepreneur is obliged to examine the shipment in time and in the manner accepted for such shipments. If the Entrepreneur finds that the Goods have been lost or damaged during transport, he is obliged to take all actions necessary to determine the liability of the carrier.

4. In the case of the provision of electronic services, the Seller, who is a service provider within the meaning of the Act on the provision of electronic services, may terminate the contract governed by the provisions of the Act on the provision of electronic services with immediate effect and without indicating the reasons by sending to the e-mail address relevant statement.

5. The Seller shall not be liable, in particular, in the event of storage, transport or use of the Goods contrary to the information contained in the description of the Goods, the labels of the Goods.6. The Seller's liability for lost profits towards the Entrepreneur is excluded.

7. Any liability of the Seller resulting from the Agreement or the provision of services to the Entrepreneur is limited to the amount of the Order resulting from the concluded Agreement.

8. The Customer is not entitled to any claims against the Seller for third party claims arising from the use of the Goods.

## XII. Out-of-court methods of settling complaints and pursuing claims

1. The Customer who is a Consumer has e.g. the following possibilities of using out-of-court methods of dealing with complaints and pursuing claims:

a. They are entitled to apply to the permanent amicable consumer court operating at the Trade Inspection with a request to settle a dispute arising from the concluded Sales Agreement; b. They are entitled to apply to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Customer and the Seller;

c. They may obtain free assistance in resolving the dispute between the Customer and the Seller, also using the free assistance of the poviat (municipal) consumer ombudsman or social organization whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers). Advice is provided by the Consumer Federation at the toll-free consumer hotline number +48 800 007 707 and by the Polish Consumers Association at the email address: advice@dlakonsumentow.pl;

d. They can submit their complaint via the EU ODR online platform, available at: http://ec.europa.eu/consumers/odr/.

# XIII. Personal data protection

1. The personal data provided by the Customers is collected and processed by the Seller in accordance with applicable law and in accordance with the Privacy Policy available on the Store's website.

2. Customers' personal data will be processed by the Seller only for the purpose of performing activities necessary for the proper fulfillment of the Sale.

3. Participants have the right to inspect the processed data and correct or delete it. The data is provided on a voluntary basis, while account registration is required to participate in the Sales.4. At the moment of deleting the data, the Customer loses the ability to purchase.

# **XIV. Final Provisions**

1. All rights to the Online Store, including proprietary copyrights, intellectual property rights to its name, Internet domain, Online Store website, as well as forms and logos belong to the Seller, and they may only be used in the manner specified and in accordance with the Regulations.

2. Settlement of any disputes arising between the Seller and the Customer who is a Consumer shall be submitted to the competent courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure.

3. Settlement of any disputes arising between the Seller and the Customer who is an Entrepreneur shall be submitted to the court competent for the registered office of the Seller.

4. In matters not covered by these Terms and Conditions, the provisions of the Civil Code, the provisions of the Act on the provision of electronic services, the provisions of the Act on Consumer Rights and other relevant provisions of Polish law shall apply.

5. The Seller may make changes to the Terms and Conditions. With regard to the provisions regarding Consumers, changes will be introduced only for important reasons, including if the terms of concluding the Sales Agreement change, when the applicable regulations change, when new Goods or Services are introduced, as well as when IT solutions change.

6. Each Customer will be informed about any changes to these Regulations through information on the home page of the Online Store containing a list of changes and the date of their entry into force. Customers who have an Account will be additionally informed about the changes along with their summary to the e-mail address indicated by them. The date of entry into force of the changes will not be shorter than 14 days from the date of their announcement. If the Customer with a Customer Account does not accept the new content of the Terms and Conditions, he is obliged to notify the Seller of this fact within 14 days from the date of notification of the change in the Terms and Conditions. Notifying the Seller of the lack of acceptance of the new content of the Terms and Conditions results in the termination of the Agreement.