

**Art. 1. General Provisions**

- 1.1. Activities of Polcar PPH are limited to wholesale trade only (Polcar PPH conducts no direct sales to end consumers, Internet sales included).
- 1.2. The following terms of sales: prices, discounts, payment terms, terms of delivery etc. are individually negotiated with the Buyer. In order to determine above mentioned terms one should contact the Polcar PPH Export Department.
- 1.3. Polcar holds its own and unique solution in Europe of quality designations of the products, in accordance with the Uniform System of Information about the Quality of the Component:
  - O** - genuine parts\* (OE) carrying the logo – trade mark of the vehicle manufacturer.
  - Q** - original parts\* (OEM/OES) carrying the logo - trade mark of the part manufacturer that supplies these components to vehicle assembly lines.
  - PC** - replacement body parts of quality\*\* matching the quality of components fitted on vehicle assembly lines - additionally carrying a certificate of quality issued by one of the following institutions: Centro Zaragoza, Thatcham, TÜV Rheinland or CAPA.
  - PJB** - replacement parts of quality\*\* matching the quality of components fitted on vehicle assembly lines, sourced from and guaranteed by a specific manufacturer as indicated in Polcar catalogue.
  - PJ** - supplier-recommended replacement parts of quality\*\* matching the quality of components fitted on vehicle assembly lines.
  - P** - replacement parts of quality\*\* matching the quality of components fitted on vehicle assembly lines.

Parts marked with Z and ZJ can be made from different raw materials and using different technologies than those used to manufacture original parts.

**ZJ** - supplier-recommended replacement parts of higher quality.

**Z** - other replacement parts.

The basis for the preparation of Polcar PPH's Quality Marking System was the European Commission Directive 1400/2002, the so-called GVO (today a historic document, continued in the EU Commission Regulation No. 461/2010).

\* "genuine/original spare parts" are spare parts of the same quality as the components used for the assembly of a vehicle, which are manufactured according to the specifications and production standards laid down by the manufacturer of those vehicles for the production of components or spare parts for the relevant vehicle, including spare parts which are manufactured on the same production line as the components of the relevant vehicle; spare parts are presumed to be original if the manufacturer of those parts certifies that they have been manufactured according to the specifications and production standards laid down by the manufacturer of the vehicles in question and are of the same quality as the components used for the assembly of those vehicles;

\*\* "parts of quality matching factory-fitted components" are parts, whose manufacturer attests they are of the same quality as components used during vehicle assembly.

- 1.4. Designations of the products as well as commercial information are valid in accordance with the up-to-date version of electronic catalogue eCar, and the Internet catalogue (<https://catalog.polcar.com>) - hereinafter referred to as "Polcar Catalogues".
- 1.5. Mirrors and lighting products without European homologation (ECE) must not be installed and used on roads throughout European Union – mentioned norms do not apply to auxiliary LED bulbs, if they are used inside the vehicle.
- 1.6. Responsibility to export mirrors and lighting products, that have no European homologation mark (ECE), outside the European Union lies within the Buyer.
- 1.7. Information on the sales ban (resulting from patent protection and international sanctions) of given part number in particular country is provided in part's description section in Polcar Catalogues.

**Art. 2. Guarantee and Warranty Liability**

- 2.1. As all the products on offer are subject to a manufacturer's guarantee, there are no warranty complaints on them.
- 2.2. Polcar PPH provides a 24-month warranty with the exception of the assortments listed below:
  - 2.2.1. Paint shop chemistry, chemistry and cosmetic care products for motorbikes, repair shop chemistry, first aid kits, oils and operating fluids - the warranty is 12 months, not exceeding the expiry date stated on the product packaging.
  - 2.2.2. Automotive glass- the warranty and guarantee rules are implemented by the manufacturer and are contained in the General Terms and Conditions of Sale and Delivery of Saint-Gobain Panes, constituting Appendix No. 1 to these "General Terms of Sale" of Polcar PPH.
  - 2.2.3. Diagnostic equipment and accessories as well as air-conditioning service equipment and accessories - the warranty period is 12 months and can be found on the warranty card of the respective equipment.
  - 2.2.4. EAI products - the warranty is 12 months.
- 2.3. Polcar PPH provides a 36-month warranty on SRLine manufacturer's exterior mirrors, EU manufacturer's window regulators, and remanufactured EU diesel particulate filters (DPF).
- 2.4. Polcar PPH bears the warranty responsibility for defects resulting from the quality of material or production faults only in the case when a complaint is submitted along with the faulty goods to Polcar PPH during the warranty period. This period is counted from the date of issuing a sales document by Polcar PPH to its direct recipient. The basis for the warranty of purchased goods is their use in accordance with their intended use and professional preparation and assembly.
- 2.5. The condition of handling complaints by Polcar PPH is the correct selection of parts by the Buyer in Polcar Catalogues by verifying all information contained in the description of the part and the conditions of its use. OE numbers and manufacturer's numbers included in Polcar Catalogues serve as an additional aid and cannot be treated as the only and binding criterion for selection of a part.
  - 2.5.1. In the case of lighting components, the use of suitable light sources ('bulbs') with the characteristics specified by the car manufacturer or the manufacturer of the specific lighting component is a condition of the warranty. The use of higher power bulbs risks damaging the lamp and voiding the warranty.

- 2.5.2. With regard to thermal system components, removal of the warranty label on the part voids the warranty. This applies to: radiators, heaters, evaporators, AC condensers, AC compressors, interior blowers, radiator and AC fans in set with motor, selected interior and radiator fan controllers, air conditioning hoses and expansion valves.
  - 2.5.3. For radiators and heaters, the use of technological fluids is a condition of the warranty.

Recommendations:

    - it is recommended to replace quick connection couplings' o-rings when replacing a radiator or a heater.
  - 2.5.4. Warranty for AC compressors is valid provided that the compressor has been professionally prepared and fitted in accordance with terms of warranty contained in the Warranty Card, which is supplied with the product.
  - 2.5.5. Fans equipped with electronic steering modules can be turned on only after a proper installation to the car's wiring system. Fans plugged directly into electric current outside a vehicle or plugged into a vehicle's defective wiring system may cause a steering module's damage or a fire. Damages caused by an improper installation are not a subject to warranty complaints.
  - 2.5.6. The warranty condition for shock absorbers and suspension springs is that these components are installed in pairs.
    - 2.5.6.1. The Buyer of new and remanufactured suspension compressors, air bellows and suspension air modules is additionally obliged to include photographic or video documentation showing the reported defect.
    - 2.5.6.2. As far as damping performance is concerned, its reliable evaluation is the one, which is performed in the vehicle diagnostic station together with the evaluation of the condition of other suspension elements.
  - 2.5.7. Clutches, engine timing and associated parts. In case of engine timing parts, the mileage during warranty period must not exceed the maximum mileage between engine timing replacements determined by the vehicle manufacturer. Engine timing and associated parts under Dexwal brand are subject to separate complaint consideration rules and covering possible engine repair costs, which are regulated by Appendix no. 2 to present "General Terms of Sale" document.
  - 2.5.8. Warranty for electric and electronic parts of the engine and drive system is granted in accordance with regulations of the following manufacturers: Bosch, Delphi, Denso, Hella, Magneti Marelli, NGK, Valeo. The complaint will be processed after an expert examination by the manufacturer. The condition for the processing of complaints on parts referred to in this section is that the warranty label on the claimed part is intact. The complaint will be automatically dismissed in case there is no warranty label or the label is impaired. Above mentioned procedure applies to: batteries, EGR valves, throttle bodies, injectors, alternators and starters.
  - 2.5.9. Warranty for turbochargers is granted in accordance with a warranty card attached to the product. The conditions for the processing of complaints for turbochargers are as follows:
    - 2.5.9.1. The warranty label on the claimed part and on the warranty card are intact.
    - 2.5.9.2. Set of gaskets (if it was attached to the turbocharger) must be returned.

The complaint will be processed after an expert examination by the manufacturer.
  - 2.5.10. Warranty for filters is granted in accordance with the manufacturers' regulations. The consideration of the complaint is preceded by the manufacturer's examination.
  - 2.5.11. The condition for processing a complaint for a remanufactured diesel particulate filter (DPF) is the return of the fitting kit, if it was included with the purchased part. Handling of the complaint takes place after an expert examination by the manufacturer.
- 2.6. Polcar PPH liability is limited to the free of charge replacement of the product or to the reimbursement. Decision about which of the above mentioned methods should be applied in a particular case lies with Polcar PPH.

**Art. 3. Complaint Proceedings****I. Transport Complaints**

- 3.1. In case of shipments, organized by Polcar PPH, in which goods are loaded in bulk, the Buyer is obliged to check the goods upon receipt. If the Buyer finds that the goods have been damaged during transport, they are obliged to take all necessary steps to secure their right to compensation, including requesting the carrier to prepare a relevant protocol of damage and/or to enter the damage in the CMR. The following documents are the basis for the complaint: the damage report, CMR and a copy of the purchase invoice. The complaint should be submitted via the Internet catalogue (<https://catalog.polcar.com>) in the Customer Panel/Complaints or in an electronic form, with a correctly filled in complaint form, to the e-mail address of the contact person at the Export Department of Polcar PPH not later than 2 working days from the moment of collecting the goods from the carrier. The claimed goods should be sent to the Claims Department of Polcar PPH within 5 working days from the date of filing the complaint.
- 3.2. In case of shipments organized by the Customer, in which the goods are loaded in bulk, the Driver/Buyer is obliged to check the goods upon unloading. If the Driver/ Buyer discovers during unloading that damage has occurred to the goods during transport, they are obliged to take all necessary steps to secure their right to compensation, including requesting the carrier to prepare a relevant protocol of damage and/or to enter the damage in the CMR with the exception of: bonnets and boot lids and rear fenders, for which a separate procedure applies, as described in paragraphs 3.2.1 and 3.2.2 of this Article. The following documents are the basis for the complaint: the damage report, CMR and a copy of the purchase invoice. The complaint should be submitted via the Internet catalogue (<https://catalog.polcar.com>) in the Customer Panel/Complaints or in an electronic form, with a correctly filled in complaint form,

to the e-mail address of the contact person at the Export Department of Polcar PPH not later than 2 working days from the moment of collecting the goods from the carrier. The claimed goods should be sent to the Claims Department of Polcar PPH within 5 working days from the date of filing the complaint.

3.2.1. The Buyer is obliged to check the bonnets and boot lids and rear fenders at the time the consignment is received from the driver. After inspecting these parts, the Buyer certifies to the driver on the Acceptance Protocol in what condition the part is received. Further proceeding are agreed with the contact person at the Export Department of Polcar PPH.

3.2.2. If the Buyer is not able to check the condition of the parts at the time of delivery (e.g. night transport), they are obliged to immediately inspect the bonnets and boot lids as well as the rear fenders after the start of the working day and immediately report any damage via the Internet catalogue (<https://catalog.polcar.com>) in the Customer Panel/Complaints or in electronic form, with a correctly filled in complaint form, to the e-mail address of the contact person in the Export Department of PPH. The complained goods should be sent to the Claims Department within 5 working days from the date of the notification. In case the Buyer wishes to keep the faulty part - further procedure should be agreed with the contact person from the Export Department of Polcar PPH.

3.3. In case of shipments organized by Polcar PPH, in which goods are loaded other than in bulk, the Buyer is obliged to check the packaging in which the goods are contained upon receipt. If the Buyer discovers that the packaging has been damaged during transport, they are obliged to take all necessary steps to secure their right to compensation, including requesting the carrier to prepare a relevant protocol of damage and/or to enter the damage in the CMR. The following documents are the basis for the complaint: the damage report, CMR and a copy of the purchase invoice. The complaint should be submitted via the Internet catalogue (<https://catalog.polcar.com>) in the Customer Panel/Complaints or in an electronic form, with a correctly filled in complaint form, to the e-mail address of the contact person at the Export Department of Polcar PPH not later than 2 working days from the moment of collecting the goods from the carrier. The claimed goods should be sent to the Claims Department of Polcar PPH within 5 working days from the date of filing the complaint.

3.4. In the case of shipments by transport organized by the Buyer in which goods are loaded other than in bulk, the Buyer is obliged to check the packaging in which the goods are contained upon receipt. If the Buyer discovers that the packaging has been damaged during transport, they are obliged to take all necessary steps to secure their right to compensation, including requesting the carrier to prepare a relevant protocol of damage and/or to enter the damage in the CMR. The following documents are the basis for the complaint: the damage report, CMR and a copy of the purchase invoice. The complaint should be submitted via the Internet catalogue (<https://catalog.polcar.com>) in the Customer Panel/Complaints or in an electronic form, with a correctly filled in complaint form, to the e-mail address of the contact person at the Export Department of Polcar PPH not later than 2 working days from the moment of collecting the goods from the carrier. The claimed goods should be sent to the Claims Department of Polcar PPH within 5 working days from the date of filing the complaint.

## II. Quantity Complaints

3.5. In the case of shipments organized by Polcar PPH (including the combined ones) or shipments organized by the Buyer when the packaging of the parcel does not indicate damage and there is a discrepancy between the parcel and the invoice, a quantity complaint must be submitted immediately via the Internet catalogue (<https://catalog.polcar.com>) in the Customer Panel/Complaints or in electronic form to the e-mail address of the contact person in the Export Department of Polcar PPH no later than:

3.5.1. Shortage in the consignment/delivery - 1 working day from the moment of receiving the consignment in which the discrepancy has been found;

3.5.2. Other quantity discrepancies (wrong side, quantity discrepancy with the description in Polcar Catalogues, picking discrepant with Polcar Catalogues, swapped part) - 5 working days from the receipt of the consignment.

Polcar PPH will consider a Quantity Complaint concerning a shortage in the consignment/delivery within a maximum of 2 working days from receipt of the notification, other quantity discrepancies - in accordance with section 3.10 of this Article.

3.6. In the case of personal collection from a designated collection point in Wólka Kosowska, a thorough check of the quantity of the goods on site is required any objections must be reported immediately. The complaint should be submitted via the Internet catalogue (<https://catalog.polcar.com>) in the Customer Panel/Complaints or in an electronic form to the e-mail address of the contact person at the Export Department of Polcar PPH.

## III. Quality Complaints

3.7. In the case of latent defects in the goods, i.e. defects that could only be discovered during the course of assembly, the Buyer is obliged to immediately submit a complaint. If the complaint relates to the lack of possibility of fitting body parts and lighting, the Buyer is obliged to additionally attach to the complaint notification photographic documentation, showing the correct fitting of the part being complained about, the reason for the complaint and any markings on the product being complained about, including stickers on its packaging. The documentation should be sent via the Internet catalogue (<https://catalog.polcar.com>) in the Customer Panel/Complaints by attaching it to the submitted complaint or in electronic form to the e-mail address of the contact person in the Export Department of Polcar PPH.

3.8. In the case of personal collection from a designated collection point in Wólka Kosowska, a thorough check of the quality of the goods on site is required any objections must be reported immediately. The complaint should be submitted via the Internet catalogue (<https://catalog.polcar.com>) in the Customer Panel/Complaints or in an electronic form to the e-mail address of the contact person at the Export Department of Polcar PPH.

## IV. Complaint Procedure

3.9. A complaint shall be submitted in accordance with the following procedure applicable at Polcar PPH. In a manner agreed with the contact person in the Export Department of Polcar PPH, the following must be submitted together with the claimed goods:

3.9.1. A filled-in "Complaint form" (available on the website [www.polcar.com](http://www.polcar.com) in the tab Customer Zone/ Files to download, at [www.polcar.com/pl/pliki-do-pobrania](http://www.polcar.com/pl/pliki-do-pobrania) as well as in the Export Department) or a generated form after reporting the complaint via the Internet catalogue (<https://catalog.polcar.com>) in the Customer Panel/Complaints.

3.9.2. Warranty card (in case of items that it was issued for).

3.9.3. Statement issued by an authorized repair shop or diagnostic station on the occurred defect.

3.9.4. Pictures from the installation of complained item – concerns body parts and lighting in case of fitting problems.

3.10. Polcar PPH will consider the complaint within a maximum of 21 working days from the date of delivery of the goods, – except for the situations when a complained item is sent to the manufacturer. In a latter case complaint's consideration time may be extended due to reasons beyond Polcar PPH control.

3.11. Customer has a right to appeal against an opinion produced by Polcar PPH within 30 days from its reception date.

3.12. Polcar PPH liability does not include return of additional costs borne by the Buyer e.g. the cost of assembly and disassembly, transport, painting, diagnostic tests etc.

3.13. The positive result of the complaint procedure is documented by a credit note, which constitutes a premise justifying a reduction in the taxable base and the amount of tax due on the date of issue.

## Art. 4. Additional Charges

4.1. Polcar PPH charges 50 EUR for each wooden box/wooden frame for pallet goods are packed into.

4.2. Polcar PPH reserves the right to charge additional fees on selected items what causes product price to increase. Information on products that are subject to additional fees as well as on the level of additional fees is included in the electronic catalogue eCar, in "Part's details" window.

4.3. The level of additional fee is always presented as an additional item on the invoice.

4.4. Additional fee is to be paid in accordance with payment terms granted to a particular customer.

4.5. In order to receive a reimbursement for paid additional fee, the Buyer is obliged to return the worn-out equivalent of the purchased item (identical to the purchased product) to Polcar PPH within 270 calendar days from an invoice issue date in a condition allowing its regeneration. Criteria relating to technical condition of worn-out items are available at the Export Department or on the [www.polcar.com](http://www.polcar.com) website. Worn-out part should be delivered to Polcar PPH in a manner agreed with the Export Department. It is obligatory to attach filled out "Return request for worn-out parts" form, (available at the Export Department or on the [www.polcar.com](http://www.polcar.com) website, in the "Terms of sales" folder), or "Return list with worn-out parts" document generated after logging in and reporting the return in Internet catalog <https://catalog.polcar.com> in Customer Panel>Returns section.

4.6. Polcar PPH Claims Department will verify delivered worn-out item within 21 working days from the delivery date, except when the verification of the component requires the involvement of a regenerating company. In this case, for reasons beyond the control of Polcar PPH, the verification time may be extended. If the worn-out item is considered suitable for regeneration, Polcar PPH will reimburse for paid additional fee in the form of a credit note.

4.7. Polcar PPH does not return worn-out parts delivered by a customer, which were considered suitable for regeneration. It applies to drive shafts, power steering pumps, steering racks, brake calipers, turbochargers and Diesel particulate filters (DPF), but only those which are sold with an additional core charge.

## Art. 5. Return of Incorrectly Purchased Goods

5.1. Polcar PPH does not accept returns of the parts:

5.1.1. Reported after 180 calendar days from an invoice issue date.

5.1.2. Described in the Polcar Catalogues as having statuses "no returns possible", "clearance sale" or "only on request".

5.1.3. If the return is made after 14 days from the invoice issue date (parts with "clearance sale" status are conditionally accepted within 14 calendar days from the invoice issue date).

The return of electrical and electronic parts which have the description "return seal" in the Polcar Catalogues is only possible if the return seal and packaging are intact.

5.2. In case of Buyer's mistake in relation to parts not specified in the section 1, Buyer is entitled to return the goods on the following conditions:

5.2.1. Within 21 calendar days from the invoice issue date or within 45 calendar days from the invoice issue date in case of SRLine products – return without handlings costs withheld (exceptions in section 5.3 and 5.4 of present Article).

5.2.2. Returns reported after 21 calendar days from the invoice issue date or after 45 calendar days from the invoice issue date in case of SRLine products - are accepted strictly conditionally after verification – with 20% handling costs withheld at all times – however not less than 1,5 EUR for each returned piece (according to current currency exchange rates).

5.3. Returns of goods, for which unit price for the Buyer does not exceed equivalent of 5 EUR net (according to current currency exchange rates) are subject to handling charge of equivalent of 1,5 EUR net (according to current currency exchange rates). This procedure does not apply to SRLine products returned before 45 days from the date of invoice.

5.4. In the situation where the value of returns (notified within 21 days from the date of the invoice) exceeds the limit of 2% of the average monthly turnover of the Buyer (calculated from the last 3 months), Polcar PPH reserves the right to charge a handling fee of 10% of the value of the returned goods - however, not less than 1,5 EUR for each returned item. An exception to this rule are wear parts, which include parts from the Wear parts sub-catalogue (excluding electrical and electronic parts), oil pans and window regulators from the Body and associated parts sub-catalogue as well as all SRLine products - these parts do not increase the value of returns (they are not included in the 2% limit).

5.5. A return shall be submitted in accordance with the following procedure applicable at Polcar PPH:

5.5.1. The will to return should be sent via the Internet catalogue (<https://catalog.polcar.com>) in the Customer Panel>Returns or electronically to the e-mail address of the contact person at the Export Department of Polcar PPH by completing the "Returns List", available at [www.polcar.com](http://www.polcar.com) in the Customer Zone/ Useful Forms section or at [www.polcar.com/pl/pliki-do-pobrania](http://www.polcar.com/pl/pliki-do-pobrania), and sent as an e-mail attachment.

5.5.2. Upon verification of the "Return List" by Polcar PPH, you will receive an e-mail with PDF attachment, which should be printed out and added to the returned goods. Verified "Return List" can be also downloaded after logging into Internet catalog <https://catalog.polcar.com> in Customer Panel>Returns section.

- 5.5.3. Warranty card (if issued) should be added to the returned goods.
- 5.6. Goods are to be returned in an original and undamaged packaging in a manner agreed with Export Department, within 14 calendar days from the "Return List" verification date made by Polcar PPH. In the case of removal or damage by the Buyer to the Polcar PPH product label, located on the packaging or on the returned part - Polcar PPH reserves the right to deduct handling costs of 1,5 EUR for each returned item.
- 5.7. Returned goods must not bear any signs of assembly.
- 5.8. Returns sent through courier delivery service companies should be made at the sender's expense only.
- 5.9. Return procedure concluded with issuing credit note, enables Buyer to reduce the tax base and the amount of tax due falling on the date of its issue.

#### **Art. 6. Special Orders**

- 6.1. Special Orders are purchase orders placed upon Buyer's written request for goods from outside Polcar PPH Main Warehouse located in Wólka Kosowska on Polna 6 street.
- 6.2. Special Order is executed by Polcar PPH on condition that the Buyer makes the down payment of at least 30% of the value of ordered goods based on received proforma invoice.
- 6.3. Goods purchased on Special Order are not subject to returns.
- 6.4. Goods purchased on Special Order are subject to warranty terms according to Art. 2 of Polcar PPH General Terms of Sale.
- 6.5. Complaints for goods purchased on Special Order are considered in accordance with Art. 3 of Polcar PPH "General Terms of Sale".
- 6.6. In case the delivery deadline stated on the proforma invoice is not met by Polcar PPH, the Buyer has the right to cancel the order without bearing any consequences. In such circumstances Polcar PPH returns the down payment to the Buyer.
- 6.7. In case the Buyer cancels the Special Order because of reasons other than the ones stated in section 6.6. Polcar PPH reserves the right to keep the down payment made by the Buyer.

#### **Art.7. General Terms and Conditions of Sale and Delivery of Saint-Gobain Glass Panes**

Polcar PPH sells Saint-Gobain glass. The rules governing this sale are contained in the General Terms and Conditions of Sale and Supply of Saint-Gobain Glass Panes, which are appendix 1 to these "General Terms of Sale" of Polcar PPH.

#### **Art. 8. Limitation of Liability**

Polcar PPH does not bear any liability for damages resulting from the exploitation of the products in untypical conditions, incorrect maintenance, inappropriate use and storage, normal product wear (natural wear as a result of product exploitation in accordance with the product manufacturer's instructions, external mechanical and chemical factors), installation inconsistent with the recommendation and precocious wear as a consequence of inappropriate condition of the parts adjoined to the product, or cooperating with it.

Polcar PPH does not bear responsibility for complained product if the identification of complained product is impossible due to the removal of factory markings from the product.

#### **Art. 9. Price and Terms of Payment**

- 9.1. Price of the goods is the one specified on the invoice.
- 9.2. Effective day of payment is the day when the debt is settled on Polcar PPH bank account or at the cash-desk.
- 9.3. In case of payment delay, Polcar PPH has a right to impose penalty interest at the level specified by the Polish law.
- 9.4. Warranty complaints submitted by the Buyer are not a basis for ceasing the payment for purchased goods.
- 9.5. In case of Buyer's first orders, Polcar PPH demands full prepayment or payment by letter of credit. After some period of cooperation deferred payment conditions can be settled.
- 9.6. Polcar PPH may establish credit limit for specified time on Buyer's request. Proper documents (financial, property) and other data including information on commercial cooperation are the basis for calculation of the credit limit amount.
- 9.7. In justified cases the Buyer may apply for an increment of the credit limit amount.
- 9.8. Polcar PPH reserves the right not to execute confirmed order in case the following happens before the dispatch:
- 9.8.1. Credit limit is exceeded.
- 9.8.2. There are overdue payments.

#### **Art.10. Reservation of the Ownership of the Subject of Sale**

- 10.1. Polcar PPH reserves the right to the ownership of the goods until the payment is made by the Buyer.
- 10.2. Until the payment is made, the Buyer is obliged to store the goods in a manner that they would be easily identifiable as Polcar PPH property.
- 10.3. In case the Buyer does not make the payment within the agreed period, PPH Polcar may demand the goods to be returned.

#### **Art. 11. Trademark Rights**

- 11.1. Polcar PPH is the holder of the rights to photos, drawings and data contained in catalogues (electronic and printed ones). Therefore the Buyer is obliged not to share nor distribute them without the owner's consent.
- 11.2. The Buyer is not authorized to use the Polcar trademark nor logo in other form than the one agreed with Polcar PPH. In particular, the Buyer must not introduce any changes to Polcar trademark or logo.
- 11.3. Buyer has no right to use Polcar PPH part numbers on his invoices if a particular part was not bought from Polcar PPH.

#### **Art. 12. Final Information**

- 12.1. Present "General Terms of Sale" come into force on the 7<sup>th</sup> of August 2024. All the terms and conditions mentioned above apply to countries except Poland and replace the previous "General Terms of Sale" completely.
- 12.2. Polcar PPH undertakes to inform the Buyer about any amendments introduced to the "General Terms of Sale".
- 12.3. In case any provisions of the "General Terms of Sale" are inconsistent with the generally applicable laws, generally applicable law shall prevail, all other provisions shall remain in force.
- 12.4. Generally applicable laws, particularly the civil code of Poland, are applicable in all cases not specified in the "General Terms of Sale".
- 12.5. All disputes resulting from sales contract shall be resolved by the common court of law that has jurisdiction over the Polcar PPH headquarters.