

## Art. 1 Leading information

- Activities of Polcar P.P.H. are limited to wholesale trade only (Polcar P.P.H. conducts no direct sales, with Internet sales included, to end consumers).
- 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 P.P.H. Export Department.
- Polcar P.P.H. holds its own designations of the products presented in the Catalogues according to the Uniform Information System of Information on the Quality of the Parts.
  - O** - genuine part\* OE<sup>1)</sup> marked with logo – trade mark of the manufacturer of vehicles.
  - Q** - original part\* OEM/OES<sup>2)</sup> marked with logo – trade mark of the manufacturer of the component that supplies given component for the assembly of vehicles.
  - PC** - replacement body part or lighting element of quality matching\*\* the quality of the components used for the assembly of vehicles. These body parts or lighting elements have an additional certificate of quality issued by one of the following institutions: Centro Zaragoza, Thatcham or TÜV Rheinland.
  - PJ/PJB** - replacement part of quality matching\*\* the quality of the components used for the assembly of vehicles. Part especially recommended by supplier (distributor)  
/ replacement part of quality matching\*\* the quality of the components used for the assembly of vehicles. Part especially recommended by supplier (distributor). The quality of this part is guaranteed by the certain supplier defined in catalogue.
  - P** - replacement part of quality matching\*\* the quality of the components used for the assembly of vehicles.
- ZJ** - aftermarket part of the highest quality - non-original part but distinguished with high quality.
- Z** - remaining aftermarket parts.

Definitions according to Commission Regulation (EU) No 461/2010 of 27 May 2010:

1) OE – Original Equipment;

2) OEM – Original Equipment Manufacturer or OES – Original Equipment Supplier.

\* "original spare parts" – spare parts of the same quality as components used at vehicle assembly lines, manufactured according to production standards and specifications set by the vehicle manufacturer for production of components or spare parts for given vehicle, spare parts manufactured on the same production line as components used at vehicle assembly lines; it is assumed that spare parts are original when the part's manufacturer certifies that spare parts have been manufactured according to production standards and specifications set by the vehicle manufacturer and are of the same quality as parts used at vehicle assembly lines.

\*\* "replacement part of quality matching" – replacement parts, the manufacturer of which certifies that they are of the same quality as the components that are or were used on the vehicle assembly lines.

- Designations of the products as well as commercial information are valid in accordance with the up-to-date version of electronic catalogue eCar,
- Mirrors and lighting products without European homologation (ECE) must not be installed and used on roads throughout European Union.
- Responsibility to export mirrors and lighting products, that have no European homologation mark (ECE), outside the European Union lies within the Buyer.

## Art. 2 Warranty liability

- All offered products are subject to the manufacturer's warranty.
- Complaints will be processed on condition that parts have been correctly chosen by the Buyer in electronic catalog eCar, by verifying all information in part's description and part's application sections. OE part numbers as well as manufacturer part numbers from "Cross-references" section serve only as an additional support and must not be treated as one and only binding part's selection criteria.
- Polcar P.P.H. bears the warranty liability for defects resulting from material quality or production faults during the period of 12, 18, 24 or 36 months (depending on the assortment and the manufacturer) from the sales date by Polcar P.P.H. to its direct customer, only if the purchased item has been appropriately used, installed and prepared in a professional manner.
  - Warranty for **lighting** products embodies tightness and a possibility of adjustment. It is valid for 12 months.
  - Warranty for **thermal parts** is valid for 12 months. In case a warranty sticker is torn off from those items, it results in the loss of the warranty. The latter concerns: radiators, heaters, evaporators, condensers, AC compressors, cabin and radiator fans in set with motor.  
Warranty for radiators and heaters is valid, provided that proper technological fluids are used.  
Recommendations:
    - it is recommended to replace quick connection couplings' o-rings when replacing a radiator or a heater.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  
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 claims.
- Warranty for **shock absorbers** mounted in pairs is valid for 24 months and concerns all following products: Bilstein, Delphi, Magneti Marelli/Cofap and SRLLine.  
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.

- Warranty for **clutches**, drive system parts, thermostats and timing parts is valid for 12 months (not including Flennor brand). Warranty for timing parts under Flennor brand is valid for 24 months.  
The consideration of the claim is preceded by the manufacturer's examination.
  - Warranty for **suspension and steering parts** (control arms, control arm ball joints, silentblocks, stabilizer links, steering rods, tie rod ends, covers, engine and transmission mounting, etc.) is valid for 24 months. It concerns all products under the following brands: Teknorot, SH and SRLLine. Warranty for all other products is valid for 12 months.
  - Warranty for **electric and electronic parts** of the engine and drive system is valid for 12 months and is granted in accordance with regulations of the following manufacturers: Bosch, Delphi, Denso, Hella, Magneti Marelli, NGK, Valeo.  
The consideration of the claim is preceded by the manufacturer's examination.  
Claims for items specified in subsection 3.6 will be considered on condition that the seal on the complained part is unimpaired. Claim will be automatically dismissed in case there is no seal or the seal is impaired.
  - Warranty for Magneti Marelli **batteries** is valid for 24 months – except for:
    - batteries with capacity equal to or exceeding 100Ah – warranty valid for 12 months;
    - batteries of Prima line with capacity from 110Ah up to 120Ah – warranty is valid for 18 months;
    - batteries of Prima line with capacity from 125Ah up to 225Ah – warranty is valid for 12 months.
  - Warranty for **filters** is valid for 12 months and is granted in accordance with the manufacturers' (Bosch, Delphi, Fiaam, Magneti Marelli, Valeo) regulations.  
The consideration of the claim is preceded by the manufacturer's examination.
  - Warranty for **coil springs** mounted in pairs is valid for 24 months.
  - Warranty for **steering racks and power steering pumps** is valid for 36 months for WAT's products and 12 months for other ones.
  - Warranty for **window regulators** (manufacturer "EU") is valid for 36 months. All other window regulators are subject to 12 months warranty.
  - Warranty for all products not specified above is valid for 12 months.
4. Polcar P.P.H. 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 P.P.H.

## Art. 3 Claim proceedings

- In case a shipment is performed by a freight forwarding company, the Buyer is obliged to inspect the consignment upon its reception. If he/she states that a damage was done during transportation, he/she is obliged to undertake necessary action in order to secure the right to compensation. The latter includes a demand to issue an appropriate damage protocol by the freight forwarder and a notification of Export Department within 2 working days from the reception of the consignment. Damage protocol, CMR and a copy of an invoice are the basis for claims. Subsequent course of action is determined with the Export Department.
- In case of a shipment performed by Polcar P.P.H. truck, Buyer is obliged to inspect the consignment upon its reception. If a damage is discovered, it should be reported to the Export Department within 2 working days from the reception of the consignment. Copy of an invoice or its number is the basis for claims.
  - In case of bonnets, rear fenders and tails gates, Buyer is obliged to inspect the condition of the parts directly upon reception of the consignment with the presence of the courier.  
Subsequent course of action is determined with the Export Department.
- In case the packaging is intact, but discrepancy with invoiced goods is noticed, Export Department must be notified immediately within 48 hours from the reception of the consignment.
- In case own transportation is used to collect the goods, it is required to perform a quantitative and qualitative on-the-spot inspection. Any potential damages should be immediately reported.
- In case latent defects (that have only been able to be detected during assembly or operation) are revealed, Buyer is obliged to notify Export Department about it.  
If a complaint concerns fitting problems of body parts and lighting products, Buyer is obliged to append pictures showing correct fitment, nature of the problem and all markings and labels existing on complained product. Above documentation should be delivered to Export Department.
- The following should be delivered in a manner agreed with the Export Department:
  - filled out complaint form (available on the following website: <http://www.polcar.com/en/Termsofsales.aspx>) along with complained goods;
  - warranty card (in case of items that it was issued for);
  - statement issued by an authorized repair shop or diagnostic station on the occurred defect;
  - pictures from the installation of complained item – concerns body parts and lighting in case of fitting problems.
- Polcar P.P.H. will consider a complaint within 21 working days from the delivery date – 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 P.P.H. control
- Customer has a right to appeal against an opinion produced by Polcar P.P.H. within 30 days from its reception date.
- Polcar P.P.H. liability does not include return of additional costs borne by the Buyer e.g. transport, assembly and disassembly costs, diagnostic tests etc.

#### **Art. 4 Additional charges**

1. Polcar P.P.H. charges 20 EUR for each wooden box goods are packed into.
2. Polcar P.P.H. 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.
3. The level of additional fee is always presented as an additional item on the invoice.
4. Additional fee is to be paid in accordance with payment terms granted to a particular customer.
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 P.P.H. within 60 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 P.P.H. in a manner agreed with the Export Department. It is obligatory to attach a "Complaint form", which is available at the Export Department or on the [www.polcar.com](http://www.polcar.com) website, in the "Terms of sales" folder.
6. Polcar P.P.H. Claim Department will verify delivered worn-out item within 21 working days from the delivery date. If the worn-out item is considered suitable for regeneration, Polcar P.P.H. will reimburse for paid additional fee in the form of a credit note.
7. Polcar P.P.H. does not return worn-out parts delivered by a customer, which were considered suitable for regeneration. It applies to drive shafts, power steering pumps and steering racks with power steering, but only those which are sold with an additional fee.

#### **Art. 5 Return of incorrectly purchased goods**

1. Polcar P.P.H. does not accept returns of electrical and electronic parts (excluding items secured with a return seal; information whether particular part is equipped with a return seal is mentioned in eCar catalogue in "Part details" section; parts in question can only be returned if both, the return seal and the packaging are intact), automotive fluids, repair shop chemistry, chemistry and cosmetic care products, chemistry and motorbike cosmetics, discounted bonnets (described in eCar as damaged in shipment with damage category "A", "B" or "C") nor parts described in electronic catalog eCar ("parts details" window) with "clearance sale" or "on order only" statuses.
2. In case of Buyer's mistake in relation to parts not specified in the section 1 (in terms of car model choice or customer's withdrawal), Buyer is entitled to return goods reported within 14 days from the invoice issue date without handling costs withheld. Returns reported after 14 days from the invoice issue date are accepted strictly conditionally after verification – with 20% handling costs withheld at all times. Polcar P.P.H. reserves the possibility to withhold handling charges of 10% of the value of the goods in case the value of the returned goods exceeds 2% of previous month's turnover, even though the return is reported within 14 days from the invoice issue date.
3. Returns of the goods are accepted under condition that their value for the Buyer exceeds EUR 50 net.
4. Intention to return the goods must be communicated to the Export Department ([export@polcar.com](mailto:export@polcar.com)) by filling out "Return form" and the following information should be provided: the reason for return, invoice number, part number – only approved returns will be accepted. Goods are to be returned in an original and undamaged packaging in a manner and time agreed with the Export Department. Warranty card (if issued) should be added to the returned goods.
5. Returned goods must not carry any marks of installation.
6. Returns sent through express forwarders are to be made strictly on the sender's expense.

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

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

#### **Art. 7 Limitation of liability**

Polcar P.P.H. 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, 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.

#### **Art. 8 Price and terms of payment**

1. Price of the goods is the one specified on the invoice.
2. Effective day of payment is the day when the debt is settled on Polcar P.P.H. bank account or at the cash-desk.
3. In case of payment delay, Polcar P.P.H. has a right to impose penalty interest at the level specified by the Polish law.
4. Warranty claims submitted by the Buyer are not a basis for ceasing the payment for purchased goods.
5. In case of Buyer's first orders, Polcar P.P.H. demands full prepayment or payment by letter of credit. After some period of cooperation deferred payment conditions can be settled.

6. Polcar P.P.H. 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.
7. In justified cases the Buyer may apply for an increment of the credit limit amount.
8. Polcar P.P.H. reserves the right not to execute confirmed order in case the following happens before the dispatch:
  - 1) Credit limit is exceeded;
  - 2) There are overdue payments.

#### **Art. 9 Reservation of the ownership of the subject of sale**

1. Polcar P.P.H. reserves the right to the ownership of the goods until the payment is made by the Buyer.
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 P.P.H. property.
3. In case the Buyer does not make the payment within the agreed period, P.P.H. Polcar may demand the goods to be returned.

#### **Art. 10 Trademark rights**

1. Polcar P.P.H. 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.
2. The Buyer is not authorized to use the Polcar trademark nor logo in other form than the one agreed with Polcar P.P.H.. In particular, the Buyer must not introduce any changes to Polcar trademark nor logo.
3. Buyer has no right to use Polcar P.P.H. part numbers on his invoices if a particular part was not bought from Polcar P.P.H.

#### **Art. 11 Final information**

1. Present "General terms of sales" come into force on the 01.08.2017 and supersede the previous "General terms of sales".
2. Polcar P.P.H. undertakes to inform the Buyer about any amendments introduced to the "General terms of sales".
3. In case any provisions of the "General terms of sales" are inconsistent with the generally applicable laws, all other provisions remain in force.
4. Generally applicable laws, particularly the civil code of Poland, are applicable in all cases not specified in the "General terms of sales".
5. All disputes resulting from sales contract shall be resolved by the common court of law that has jurisdiction over the Polcar P.P.H. headquarters.