

GENERAL TERMS AND CONDITIONS OF SALE

Subject of this document are general rules applying to sales agreements made by Auto Partner S.A. based in Bieruń, ul. Ekonomiczna 20, 43-150 Bieruń, NIP: 6340011017, entered by the District Court Katowice-Wschód, 8th Commercial Division of the National Court Register in the National Court Register under the number KRS 0000291327.

I. GENERAL PROVISIONS AND DEFINITIONS

Article 1

1. These General Terms and Conditions of Sale (hereinafter referred to as GTCS) shall apply to all agreements for the sale of goods concluded by Auto Partner S.A. as a Seller.
2. Auto Partner S.A. has the status of a large entrepreneur within the meaning of Article 4c of the Act of 08 March 2013 on counteracting excessive delays in commercial transactions.
3. General terms and Conditions are binding upon the Buyer when its content is made available to the Buyer prior to the conclusion of an agreement for the sale of goods. GTCS are available to the Buyer prior to the conclusion of an agreement in writing at the registered office of Auto Partner S.A. in Bieruń at Ekonomiczna 20 Street, on the Company's website at <https://autopartner.com> and after logging into the Company's Online Catalogue, which is equivalent to making them available to the Buyer prior to the conclusion of an agreement.
4. It is unacceptable for the Buyer to plead ignorance of these Terms and Conditions after the conclusion of the agreement.
5. Placing an order is equivalent to accepting these GTCS. These GTCS are contractual regulations binding the Parties within the scope of sales, returns and complaints of goods. The Parties exclude the use of other agreement templates (general terms and conditions of sale, agreement templates, regulations, etc.) used or agreed upon by the Buyer.
6. The provisions contained in these GTCS may be amended only in a written form under pain of invalidity. Conclusion of a separate sales agreement excludes application of these GTCS only in the scope regulated in it in a different way.
7. Any amendments to GTCS proposed by the Buyer when placing an order require written consent of the Seller. Different arrangements between the Parties agreed and confirmed in writing have priority over the provisions of GTCS.
8. The Buyer declares that he concludes a sales agreement with the Seller, which agreement is directly related to his business activity, for which the agreement due to its content has a professional nature.

Article 2

The following terms used in the further part of these General Terms and Conditions of Sale shall mean:

- **Seller:** Auto Partner S.A. Based in Bieruń, ul. Ekonomiczna 20;
- **Buyer:** Entrepreneur who purchases Goods from the Seller;
- **Entrepreneur:** a legal person, an organizational unit without legal personality, a natural person and a natural person conducting business activity, i.e. an entity that is the other party to the sales agreement;
- **Parties:** the Seller and the Buyer;
- **GTCS:** these "General Terms and Conditions of Sales agreements executed by Auto Partner S.A. based in Bieruń";
- **Goods:** commercial goods sold by Auto Partner S.A. under an agreement with a Buyer.

- **Online Catalogues:** parts catalogues available at: www.apcat.eu www.apnext.eu www.apwebkat.eu and through the APCAT mobile app.

II. CONCLUSION OF THE SALES AGREEMENT

Article 3

1. To conclude a sales agreement between the Parties comes through placing an order by the Buyer and its confirmation by the Seller.
2. Buyer's order should include the following details:
 - a. name of the Buyer - with indication of the exact address,
 - b. EU NIP number or equivalent, if assigned to the Buyer,
 - c. identification of the indicated goods by trade name or alphanumeric symbol from the offer,
 - d. quantity of ordered goods,
 - e. date, place and conditions of delivery/acceptance of goods.
3. Orders for Goods can be placed by the Buyer via the Online Catalogue, which is made available by the Seller.
4. The Seller is obliged to confirm or reject a placed order within 24 hours of receiving it. If an order is sent through the Seller's Online Catalogue, confirmation is obtained immediately by confirming the order by email.
5. In the case of sales under a promotional campaign or sales of goods, the quantity of which is limited, order confirmation and its implementation depends on the availability of ordered goods and the order of receipt of orders. If the number of goods covered by the promotion or sale is exhausted, the Seller has the right to cancel the order.
6. The Seller undertakes to deliver the Goods in accordance with confirmed orders.
7. The sale is documented by a VAT invoice.

III. ONLINE CATALOGUE

Article 4

1. The use of the Online Catalogue is possible only after prior acceptance of these GTCS and the Privacy Policy. Both documents are displayed when the customer first logs into the Online Catalogue. The Online Catalogue requires document confirmation to proceed to the parts catalogue.
2. The Online Catalogue provided by Seller is not an online store.
3. The Customer using the Online Catalogue has the ability to place orders for products from the Vendor's offer and use the functionality that is offered to the Customer in all solutions as part of the application.
4. Adding a product to the cart does not reserve it in the Seller's system. A shopping cart must be submitted to reserve a product.
5. An order sent by the Online Catalogue is not equivalent to the conclusion of a sales agreement between the Parties. To conclude the agreement it is necessary to confirm the order by the Seller. The Customer can check the status of the order in the Catalogue.

6. Orders placed via the Online Catalogue are executed by the Seller without undue delay.
7. The order completion date given in the Online Catalogue is only an illustrative information, intended to determine the expected delivery date of the ordered goods. Fulfilment of an order at a later date than that specified when placing the order does not constitute a delay in performance of the Seller's obligation and does not give rise to his liability to the Buyer.
8. The data contained in the Online Catalogue regarding the possible use of the goods are for illustrative purposes only and do not constitute an assurance within the meaning of Article 556¹ Section 1 point 2) of the Civil Code.
9. It is the Buyer's responsibility to examine the goods for possible use and compatibility with other equipment.
10. The Buyer is obliged to acknowledge receipt of invoices, correction invoices and receipt of goods in the Online Catalogue within 4 days from the date of issuance of the invoice, correction invoice or release of goods. In case of lack of confirmation, the Seller has the right to block the possibility of placing orders by this Buyer.

IV. RISK TRANSFER

Article 5

In the case of shipment of goods by the Seller or a carrier designated by the Seller, risk of accidental loss of or damage to the Goods passes to the Buyer at the time of leaving the Goods at the disposal of the Buyer in the place designated by him at the time of order. If delivery is made by Buyer personally or by a carrier selected by Buyer, risk of accidental loss of or damage to the Goods shall pass to Buyer upon delivery of the Goods to Buyer or assignment of the Goods to Buyer's carrier.

VI. PRICE AND PAYMENT

Article 6

1. Prices quoted by the Seller are net prices to which value added tax will be added at rates applicable on the date of invoice or gross prices depending on the nature of the transaction.
2. Goods, depending on the type of transaction, are sold to the Buyer at the gross price or at the net price resulting from the Seller's price list plus applicable VAT, in force on the date of the order. The current price list is available in the Seller's Online Catalogue.
3. In the case of purchase by the Buyer of a full-value product after regeneration, the Buyer returns to the Seller the same type of regeneration cartridge (in the packaging in which it purchased the goods from the Seller). Buyer shall pay for the new remanufactured goods the price including the remanufacturing fee. If the regeneration cartridge provided by Buyer meets the requirements specified by Seller, Seller shall refund the regeneration fee to Buyer.
4. The Buyer is obliged to pay the amount due for the sale of goods within the time limit specified in each invoice to the Seller's bank account indicated on the invoice.
5. The date of payment shall be the date on which the payment is credited to the Seller's bank account indicated on the invoice.
6. If the Buyer is obliged to pay amounts due under several invoices, the Seller may indicate the debt on account of which the Buyer's performance will be credited. The Seller shall set off the debt first against the debt that is due, and if several debts are due - against the debt that is due earliest. The application of the provision of Article 451 of the Civil Code is excluded.

7. Any overpayments on Buyer's account will be credited against future due amounts or refunded upon Buyer's written or electronic request including the bank account number to which the refund is to be made.

VII. DELIVERY, TRANSPORT COST

Article 7

1. Delivery of Goods is carried out by the Seller on its own or through third party carriers. Delivery of the Goods in a manner other than specified above is possible only in the case of individual arrangements between the Parties, including the Parties may agree that the Goods shall be collected from the Seller's warehouse by the Buyer or with the Buyer's own transport or with the Buyer's carrier.
2. The date of delivery shall be the date on which the goods are made available to the Buyer at the place indicated by the Buyer, regardless of the manner of delivery. When the goods are left at the Buyer's disposal at the place indicated by the Buyer, the delivery shall be deemed to have been made, without the need for personal collection by the Buyer or an employee authorized by the Buyer.
3. Costs related to delivery of the Goods result from arrangements between the Parties, the method of delivery chosen by the Buyer and agreements concluded with the Buyer. If the Buyer places an order through the Online Catalogue, delivery costs will be added to the order value.
4. Delivery of dangerous, flammable, poisonous or other goods requiring special transport and supervision shall be executed in accordance with the requirements provided for the transport of such goods, including may require personal collection by the Buyer from the Seller's warehouse or at a place indicated by the Buyer.
5. If the Buyer or a person receives the shipment on his behalf at the address indicated in the order from the carrier, they are required to confirm receipt of the order with their signature and company stamp (if the Buyer has such stamp). Under these GTCS, it is understood that any person active at the delivery address is the person authorized to receive the order.
6. If the person authorized to pick up the order refuses to do so, pursuant to paragraph 5, the order shall be returned to the Seller's warehouse and the Buyer shall be obliged to pick it up himself. Re-attempted delivery will be made only with the Seller's consent. In case of repeated failure to collect an order, the Seller has the right to block the possibility of placing orders by this Buyer.
7. The Seller undertakes that the Goods delivered to the Buyer shall comply with quality conditions consistent with applicable certificates and standards.
8. The Seller, after prior notification to the Buyer of deficiencies in the order, has the right to implement the order in part. The Buyer, in the situation described above, has the right to withdraw from the order.

VIII. RECEIPT OF GOODS AND THEIR CHARACTERISTICS

Article 8

1. During acceptance of the Goods, the Buyer is obliged to immediately check if the delivered goods conform with the order, as well as if the quantity and/or number of delivered packages of the Goods correspond to the quantity ordered at the moment of their acceptance from the carrier. In case of revealing any defects, the Buyer is obliged to immediately notify the Seller of this fact under pain of losing any claims on this account.

2. The Buyer shall be obliged to examine the Goods within 24 hours of their receipt, including in particular: the state of shipment and quality, and notify the Seller of visible quality defects of the Goods. Failure to make reservations by the Customer upon receipt of the Goods and failure to notify the Seller of visible defects in quality of the Goods, in a manner as specified above, is equivalent to confirmation of compliance of the Goods with the order and their completeness
3. In the event of later discovery of defects in the Goods, the Buyer is obliged to immediately notify the Seller in writing and file a complaint.

IX. TERMS OF RETURN

Article 9

1. Buyer may return the goods under the terms of this paragraph.
2. The Goods may be returned with the Seller's consent via the Online Catalogue, the address of which the Seller makes available to the Buyer on its website <https://autopartner.com>. All fields on the return form must be completed correctly. Failure to complete or errors may lengthen the return process or prevent it altogether.
3. Return of Goods is possible within 30 days from the date of taking possession of them by the Buyer.
4. A fee is charged for the return according to the following criteria:
 - for returns within 30 days of receipt of goods, the full amount of the purchased goods will be refunded,
 - for returns within 30-60 days of receipt of goods, the amount refunded is reduced by 15% of the net value of the goods.
5. The goods are returned complete in the original packaging, unused, undamaged, without signs of use. In any case, the Seller may refuse to accept a return if the condition of the goods or the condition of their packaging prevents the goods from being sold as new.
6. Refunds are not available for:
 - a. goods that are electronic or electrical parts or their components,
 - b. fluids, oils, car care products, batteries,
 - c. goods which, after delivery to the Buyer, by their nature are inseparable from other things,
 - d. goods, which are imported on the individual order of the Buyer,
 - e. goods individually tailored to the needs of the Buyer,
 - f. goods delivered in sealed packaging in which the seal has been broken after opening by the Buyer,
 - g. goods that lose their properties or characteristics after opening their factory packaging and cannot be sold as new goods,
 - h. goods that are digital content, including computer programs that are not stored on a tangible medium.
 - i. other goods that have been designated as non-returnable goods, which Seller informs Buyer of through the Catalogues.

7. Goods purchased as part of a promotional campaign, the terms of which preclude the possibility of return or exchange of goods, as well as goods, the purchase of which was associated with obtaining benefits in the form of discounts or prizes by the Buyer, are also not subject to return. The regulations of promotional campaigns may introduce special provisions in this regard, and in particular allow the return of goods under special conditions.
8. The Seller shall be deemed to have accepted the return of the goods if, within 14 days from the date of acceptance of the return at the head office, the Seller does not object to the return. In the event that the Seller does not accept the return of goods, the Buyer is obliged to collect the goods themselves.
9. The Seller shall issue a corrective invoice to the Buyer upon completion of the return process, no later than 30 days after acceptance of the return at headquarters.
10. Goods are returned by refunding the price of the purchased goods, subject to paragraph 4, to the Buyer using the same method of payment used by the Buyer, unless the Buyer has agreed to a different method of return that does not involve any costs to him. If goods are purchased with payment vouchers, the price is refunded only to the payment voucher.

X. COMPLAINTS

Article 10

1. All complaints should be reported to Auto Partner S.A. immediately after discovering a defect in the goods. In any case, the request must be made by means of a claim protocol available in the Online Catalogue.
2. All fields of the complaint protocol must be completed with a detailed description of the defective goods. Failure to fill in any of the fields may lengthen the time needed to process the complaint or make it impossible altogether.
3. The Buyer is obliged to check the goods immediately upon receipt and report any discrepancies: mechanical damage, run-out, broken seals, etc., in accordance with the points as above.
4. The complaint must be properly protected for shipment and after the detection of a defect, properly stored (e.g. against the harmful effects of external factors: moisture, pollution).
5. Lodging a complaint and its verification may require interference with the goods, which is tantamount to authorizing the Seller to make such interference. The interference referred to above may affect the functionality and substance of the goods in whole or in part if required by the verification process, including causing damage to the goods.
6. Upon completion of the complaint process, the Seller shall inform the Buyer about the result of the complaint. In case of non-recognition it will issue an appropriate letter of explanation, and in case of recognition it will settle it in accordance with the provisions of the Civil Code. Goods that are the basis of an unrecognised complaint will be returned to the Buyer.
7. If the complaint is accepted, it will be settled as soon as possible, but within a period not exceeding 30 days (exchange of goods, repair, correction).
8. Lodging a complaint shall not release the Buyer from the obligation of timely payment for the delivered goods or a part thereof.
9. In matters relating to the Seller's liability for defects of the goods sold and the time limits for handling complaints, the provisions of the Civil Code on warranty for physical and legal defects shall apply accordingly, subject to the provisions of this agreement.

10. In the case of settlement of an accepted claim with an adjusted invoice, the Seller shall issue an adjusted invoice to the Buyer, no later than 30 days from the date of acceptance of the claim.

XI. FINAL PROVISIONS

Article 11

1. These General Terms and Conditions of Sale shall be effective from the date of their publication by the Seller on the website <https://autopartner.com>, in the Online Catalogue, and shall apply to orders placed from that date.
2. General Terms and Conditions of Sale may be amended by the Seller at any time. The Seller shall use its best endeavours, and in particular by way of announcement on its website, to notify the Buyers of the changes in GTCS.
3. Any changes to the OWS come into force upon publication on the Seller's website.

Article 12

By accepting these GTCS, the Buyer agrees to processing of his Personal Data by the Seller, in connection with execution of sale agreements of goods offered by the Seller.

Article 13

1. The law applicable to these GTCS is the Polish law.
2. The Parties will seek to amicably resolve any disputes arising in connection with the performance of the agreements covered by these Terms.
3. If an amicable solution cannot be reached, the dispute shall be resolved by the Polish common court of law competent for the place of the Seller's registered office.
4. In matters not regulated by these General Terms and Conditions of Sale, the provisions of Polish law shall apply.