

GENERAL TERMS AND CONDITIONS OF SALE AND COMPLAINTS

JUSTMAR SP. Z O.O. SP. K.

DEFINITIONS

1. **Seller** - Justmar Sp. z o.o. Sp. k. with its registered office in Błonie ul. Modlińska 10, 05- 870 Błonie, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Warsaw under number 0000637130, Tax Identification Number: 8381846292, National Business Registry Number: 146991608.
2. **Customer** - a natural person, legal entity or entity without legal personality, who uses the Seller's offer or has concluded an agreement with the Seller, who is not a consumer within the meaning of the Civil Code Act.
3. **Product** - movable property acquired by the Customer from the Seller within the framework of the concluded Agreement.
4. **Manufacturer** - a natural person, legal person or entity without legal personality who is the manufacturer or distributor of the Product from which the Seller acquires the Product that is the subject of the Agreement with the Customer.
5. **Civil Code** - Act of 23 April 1964 Civil Code.
6. **Parties** - the combined definition of the Seller and the Customer.
7. **Agreement** - any agreement concluded in writing, orally or in any other form, in particular by means of distance communication, including electronic form - between the Seller and the Customer, in particular an agreement for the sale by the Seller of goods from their commercial offer, which has a professional character for the Customer, in particular related to the Customer's business activity.
8. **Terms and Conditions of Sale** - the Seller's General Terms and Conditions of Sale and Complaints.

APPLICATION

1. These Terms and Conditions of Sale apply to sales agreements concluded between the Seller and the Customers and regulate the rights and obligations of the Parties concluding the Agreement.
2. These Terms and Conditions of Sale shall not apply to agreements concluded with customers who are consumers, for which the Seller does not make sales. By concluding the Contract, the Customer simultaneously declares that it has a professional character for them and is related to their business activity, even if it is of an informal nature and not registered in the relevant register.
3. In the event of any discrepancy between the provisions of the Terms and Conditions of Sale and the Agreement, the provisions of the Agreement shall prevail. Oral declarations by the Seller or their employees are only valid if confirmed in writing at the conclusion of the agreement.

FORMS OF SALE AND PRICES

1. Customers have the opportunity to make purchases directly from the Seller, subject to the availability of selected products in stock and through orders placed by phone or e-mail. The agreement is concluded when the order is placed by the Customer and confirmed by the Seller. The price of the Product, the terms and conditions of payment and their delivery are defined in the Agreement.
2. Any information contained in the price lists and materials provided by the Seller to the Customers, as well as any proposals made orally, are for information purposes only. No price list or proposal (including proposals called "offers") shall constitute a sale offer binding for the Seller within the meaning of the Civil Code, but only a proposal of purchase by the Customer. All representations and warranties of the Seller in connection with the Agreement shall be made in good faith, to the best of the Seller's knowledge and on the basis of the representations and warranties provided to the Seller by the manufacturers and distributors of the products on offer, including in particular the available product data sheet (if issued together with the Product). By concluding the Sales Agreement, the Customer simultaneously declares that they have been duly informed by the Seller with regard to all circumstances related to the agreement itself as well as the purchased product, including that they have been provided with answers to all questions and doubts. Thus, by concluding the Sales Agreement, the Customer waives all claims due to possible lack of knowledge about the purchased products - in particular related to defects in declarations of will.
3. The Seller's right to the Product differing from the one specified in the Agreement is reserved, if the changes have been made by the Manufacturer to the type and do not affect the functionality, quality, durability and aesthetics of the spare parts. The supply of spare parts which differ from those specified in the Agreement to such an extent shall not constitute an amendment to the Agreement and shall not entitle the Buyer to refuse to accept them.
4. All prices quoted by the Seller are exclusive of value added tax (VAT), the cost of packaging other than the original packaging of the products, and the cost of transport or loading/unloading of the goods to/from the Customer.
5. If the Parties have not agreed otherwise in the Agreement, in the event of an increase in the prices of raw materials, materials, spare parts or any other costs affecting the prices applied by the Seller, the Seller may unilaterally change the prices contained in the Agreement in proportion to the changes made in the price lists of the suppliers from which the Seller is supplied or in relation to the inflation index published by the Central Statistical Office.
6. The Customer is obliged to notify the Seller of any objections to an issued VAT invoice documenting the delivery of goods or the performance of a service within 14 days from the date of its issuance on pain of losing all rights and claims on this account.
7. The Customer authorises the Seller to issue VAT invoices without the Customer's signature and to send them together with the goods or by e-mail.

TERMS AND CONDITIONS OF DELIVERY

1. The Seller reserves that the agreed delivery dates are indicative dates only and are subject to change.
2. The release of the goods to the Customer and the transfer of the risk to the Customer shall occur at the time of the release of the goods from the Seller's warehouse to the Customer or to the carrier, unless it is expressly stipulated within the framework of the agreement with the Customer that the Seller will deliver the goods to the Customer by their own means to the place indicated by the Customer as part of the sale, in which event the release of the goods and the transfer of the risk shall occur at the time the goods are released to the Customer at the place of delivery.
3. At the request of the Customer, the Seller may deliver the goods to any place indicated by the Customer. However, in this instance, the Seller will charge the Customer for the costs associated with delivery to the indicated place.
4. The Seller shall not be liable for any extension of the delivery time of goods issued from their warehouse due to reasons beyond their control.

FORMS AND TERMS AND CONDITIONS OF PAYMENT

1. Unless otherwise agreed by the Parties in the Agreement, delivery or release of the goods sold shall occur at the time agreed by the Parties.
2. In the event of payments to a bank account, the date of payment shall be the date on which the amount is credited to the Seller's bank account.
3. The Customer shall not be entitled to set off any receivables of the Seller against any receivables of the Customer from the Seller, without the express written consent of the Seller.
4. The invoice is the final call for payment. In the event of a delay in payment, the Seller will charge the statutory interest for delay in commercial transactions.

WARRANTY AND COMPLAINTS

1. In the event of the sale of brand new spare parts, the warranty provided by the manufacturer or distributor applies. For the assertion of claims on this account, the conditions for the fulfilment of warranty claims applicable at the manufacturer or distributor shall apply - in this event, at the time of delivery of the order, the Seller shall transfer to the Customer the rights on account of the warranty - if they are the holder thereof. By concluding the Sales Agreement, the Parties exclude the warranty within the meaning of the Civil Code and the Customer releases the Seller from any liability on this account, with the proviso that if the exclusion of the warranty is deemed ineffective, the Customer undertakes not to pursue claims against the Seller but against the manufacturer of the purchased product, to which the Seller agrees and, subject to the said ineffectiveness, transfers all claims in this respect to the Customer.
2. The Customer is obliged to immediately check the goods received by them for any damage during transport, including damage to packaging or loss of Products.

3. The Customer shall report any loss in quantity to the Seller on the day of delivery of the goods, whereas any damage shall be reported by the Customer to the shipping company transporting the goods, subject to delivery by the Seller, in which event such report shall be made to the Seller. The Seller shall not be liable to the Buyer for any damage to the Product during transit.
4. The warranty does not cover claims for assembly/disassembly of parts and other costs incurred by the Customer as a result of the resulting complaint.
5. The Customer should submit a warranty claim through the Seller at the Seller's premises or by e-mail on the Seller's claim form available on the Seller's website. Acceptance of the complaint by the Seller does not constitute any acknowledgement of the Seller's liability on any grounds whatsoever, but is merely a technical action consisting of forwarding the Buyer's claim to the correct addressee and indicating the Buyer's data. The Buyer shall refrain from contacting the Manufacturer directly with regard to a complaint or in connection with a concluded Agreement.
6. Within 5 days from the date of complaint, the Customer is obliged to deliver the advertised goods to the Seller's premises or send the goods directly to the Seller's address in their original packaging. In addition, the goods must have all labels, markings and QR codes that were on them at the time of purchase. Failure to comply with the time limit for delivery of the product as described above to the Seller's registered office is grounds for refusal to process the complaint.
7. The initiation of the complaint procedure does not release the Customer from the obligation to pay for the purchased Products.
8. The Seller may request the Customer to supplement the complaint notification with the data necessary to consider the complaint. In this instance, until the required data is completed, all actions of the Seller related to the complaint processing may be suspended and the time for complaint processing shall be extended by the period of waiting for the data to be completed.
9. In particular, the following information is required in order to handle a complaint: the Customer's address; e-mail address and telephone number of the contact person; index of the goods; number of the purchase document and a description of the defect found and its accompanying symptoms; date of occurrence of the defect; date of assembly or purchase of the defective goods. In addition, details of the vehicle in which the defective goods were fitted are necessary, in particular: make; model; year of manufacture; VIN number; mileage at the time of fitting and at the time of the defect.
10. In the event of complaint claims relating to NOX sensors, it is necessary for the Customer to submit documentation in the form of print-outs of diagnostics carried out on the vehicle with the claimed sensor fitted; the Seller and the Manufacturer reserve the right to reject the claim in the event of missing or illegible documentation being submitted.
11. The Customer is entitled to the following forms of complaint handling: replacement with defect-free goods or withdrawal from the Sales Agreement, provided that the warranty card issued for the device does not contain any other provisions. In the event that the complaint claims are accepted, it is up to the Manufacturer or the Seller on their behalf to decide how to rectify the damage.
12. Complaint claims shall be processed immediately provided that all required materials/documents and the goods complained of are delivered to the Seller in the manner indicated in points 9 and 10. The Seller is not responsible for the processing time of the complaint.

13. The Seller informs the Customer that the processing time for complaints on imported goods is a minimum of 30 days from the date of submission.
14. The Manufacturer's liability shall apply only to defects that became apparent no later than within 1 year from the date of release of the goods to the Customer, provided that the warranty card for the Product (if issued) does not state otherwise, and the Seller on behalf of the Manufacturer receives the complaint notification before the expiry of this period.
15. The time limit for notifying the Seller of a defect in the goods and the delivery of the advertised goods with the agreement is a maximum of 1 week from the date of discovery of the defect.
16. The Seller informs the Customer that failure to comply with the deadlines mentioned in points 14 and 15 will result in the refusal to process the complaint.
17. Fluids and consumables are not covered by the warranty.
18. The warranty rights expire before the date for which the warranty was granted and in the event of operation of the Product against their or its intended use or if the original design of the Product is changed or if the Product is not subjected to the technical inspections specified by the Manufacturer.

RESERVATION OF OWNERSHIP

1. The subject of the sale shall remain the property of the Seller until the Customer has paid all amounts due on account of the sale transaction.
2. In addition, ownership is reserved in the event of the existence of other receivables of the Seller from the Customer for ongoing transactions until the said receivables have been settled by the Customer. The Seller shall be obliged to waive the reservation of ownership on this account if the Customer has irrevocably fulfilled the obligations under the sales agreement and has established an appropriate collateral agreed with the Seller for the remaining receivables from current transactions.
3. If the Customer fails to fulfil their obligations to pay and the Seller asserts a claim of retention of title, the Customer may under no circumstances claim that the subject of the sale is needed for the Customer's business.
4. As long as there is a retention of title, the Customer shall not, without the express written consent of the Seller, dispose of the subject of the sale, make any encumbrances on it or allow third parties to use it on any basis whatsoever. No pledging or transfer of ownership of the subject of the sale as security shall be permitted without the Seller's written consent. In the event of a delay in payment to the Seller despite the reserved ownership right to the Product and its use by the Customer or a third party, the Customer will be obliged to pay the Seller a fee on account of Product rental in the amount of statutory interest for each day starting from the day indicated on the VAT invoice/sales document as the date of payment.
5. Unless otherwise specified in the Contract or at the Seller's discretion, the Seller shall not accept the return of wrongly purchased Products - if returned, they will be accepted by the Seller for storage at a charge of PLN 5.60 net per day per 1m³ of storage space.

SCOPE OF RESPONSIBILITY

1. The Seller shall not be liable for additional direct and indirect costs such as, for example, towing costs, vehicle downtime, travel costs, transport costs, overnight stays, allowances, medical treatment, loss of income, damage to other movable property or similar events resulting from a complaint about a purchased part. In particular, the Seller is not obliged to supply the Customer with a replacement part for the duration of the complaint handling.
2. The liability of the Seller and the Manufacturer does not include defects caused by improper storage, transport, poor assembly or resulting from normal wear and tear.

APPLICABLE LAW AND DISPUTE RESOLUTION

1. In matters not regulated by these Terms and Conditions of Sale, the provisions of Polish law and the Civil Code shall apply.
2. The agreements concluded shall be governed by Polish law. All disputes arising from the concluded Agreement shall be submitted by the Parties to the jurisdiction of the court having jurisdiction over the Seller's registered office.

PROTECTION OF PERSONAL DATA

In accordance with Article 13 (1) of the General Data Protection Regulation (GDPR), we inform you that:

1. The Controller of the Customers' personal data is Justmar Sp. z o.o. Sp. k. with its registered office in Błonie, ul. Modlińska 10, 05- 870 Błonie, Tax Identification Number: 8381846292, National Business Registry Number: 146991608;
2. the Controller will process your personal data on the basis of Article 6(1)(b) of the GDPR, i.e. the processing is necessary for the performance of an agreement to which the data subject is party or to take steps at the request of the data subject prior to entering into the agreement;
3. personal data may be made available to other authorised entities on the basis of legal provisions, as well as to entities with whom the Controller has concluded the agreement on entrustment of data processing in connection with the provision of services to the Controller (e.g. law firm, software provider, external auditor);
4. the Controller does not intend to transfer your personal data to a third country or international organisation.

In addition, in accordance with Article 13 (2) of the GDPR, we inform you that:

5. you have the right to access the content of your data, rectify them or restrict processing, as well as the right to object to processing, the right to data portability and the right to lodge a complaint with a supervisory authority;

6. the provision of personal data is voluntary, however necessary for the conclusion of the agreement. The consequence of failing to provide personal data will be that the agreement will not be fulfilled.

FINAL PROVISIONS

1. The Seller reserves the right to change these Terms and Conditions of Sale. Any changes to the Terms and Conditions of Sale shall be notified by the Seller and indicated on their website www.justmar.eu prior to the entry into force of the changes in question.
2. The conclusion of the Agreement with the Seller implies that the Customer has familiarised themselves with the Terms and Conditions of Sale before concluding the Agreement.
3. Without the Seller's consent, the Buyer shall not be entitled to transfer any rights and obligations under the Agreement to any third party.
4. The Terms and Conditions of Sale were adopted by a resolution of the Seller's Board of Directors dated 28.02.2023 and are applicable to orders accepted for fulfilment as of 01.03.2023.