

## General Terms and Conditions of Sales

General Terms and Conditions of Sales made by Moto-Profil Sp. z o.o. with its registered office in Chorzów

### I. GENERAL PROVISIONS

1. General Terms and Conditions of Sales shall apply to sales contracts for the Goods concluded by Moto-Profil Sp. z o.o. as the Seller, unless contrary provisions follow from the contracts and agreements individually concluded with the Buyer. In such an event, the Parties shall be bound by the provisions of an individually concluded sales contract.
2. The terms used in these General Terms and Conditions shall have the following meaning:
  - Seller: Moto-Profil sp. z o.o. with its registered office in Chorzów, ul. Niedźwiedziniec 10, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register under KRS number 0000025700;
  - Buyer: an entity being the other party to the sales contract (business partner of Moto-Profil Sp. z o.o.);
  - Parties: the Seller and the Buyer;
  - General Terms and Conditions: these “General Terms and Conditions of Sales made by Moto-Profil Sp. z o.o. with its registered office in Chorzów”;
  - Goods: commercial goods sold by Moto-Profil Sp. z o.o. under the contract with the business partner.
3. General Terms and Conditions shall be binding on the Buyer from the moment the Buyer is allowed to familiarise themselves with their content. For this purpose, the Seller publishes General Terms and Conditions on the website: [www.moto-profil.pl](http://www.moto-profil.pl).

### II. CONCLUSION OF A SALES CONTRACT

1. The basis for the conclusion of a sales contract is placing of an order by the Buyer and its acceptance by the Seller.
2. Orders for the Goods may be placed by the Buyer in the following manner:
  - a. in writing by sending an email with an .xls or .csv attachment containing a prefix, index and quantity according to the Seller's standards, to the address [sprzedaz@moto-profil.pl](mailto:sprzedaz@moto-profil.pl) or [export@moto-profil.pl](mailto:export@moto-profil.pl);
  - b. via the Seller's IT system;
  - c. by a phone order.
3. An order should be placed no later than three business days before the scheduled delivery date of the Goods.

4. The delivery date shall be contingent upon the place of destination, time of placing of an order, type of the ordered goods and arrangements made with the Buyer's sales manager.
5. The Seller shall be obliged to confirm or reject an order placed by phone or via the Seller's IT system within 24 hours from its receipt. In the event of sending of an order by email, the Seller shall confirm the order within three business days.
6. The Seller shall make every effort to ensure that the Goods are delivered in accordance with the content of the orders placed by the Buyer.

### III. TRANSFER OF RISK

1. If the transport of the goods is commissioned by the Seller, the risk of loss or damage of the Goods shall be transferred from the Seller to the Buyer upon the delivery of the Goods to the Buyer.
2. In the event of own receipt or if the transport is commissioned by the Buyer, the risk of loss or damage shall be transferred from the Seller to the Buyer upon the release of the Goods from the Seller's warehouse.

### IV. RESERVATION OF OWNERSHIP

Until the sales price is paid by the Buyer, the Goods shall be owned by the Seller.

### V. PRICE

1. The Goods are sold to the Buyer at the price visible on the website [katalog.profiauto.net](http://katalog.profiauto.net) upon placing of an order. The Buyer logs onto their account on the website using their individually assigned login and password.
2. If the Buyer purchases new, previously regenerated Goods, the Buyer shall return regeneration contribution of the same kind to the Seller. The Buyer shall be obliged to pay the price of the new regenerated Goods along with the regeneration fee. If the regeneration contribution provided by the Buyer meets the requirements specified by the Seller, the Seller shall reimburse the regeneration fee to the Buyer.
3. The Buyer shall be obliged to pay the amounts arising from the invoices issued for the sales of the Goods within the deadline each time specified in the invoice.
4. The payment shall be made to the Seller's bank account indicated in the invoice.
5. The date when the payment is credited on the Seller's bank account shall be deemed as the date of payment.
6. If the Buyer is obliged to pay the amounts arising from several invoices, the Seller may indicate the debt towards which the Buyer's payment will be credited. The Seller shall first credit the payment towards the due debt, and if several debts are due – towards the earliest due debt. The provision of Article 451 of the Civil Code shall not apply.

7. In the event when the Buyer is in default with at least one payment, the Seller may immediately call in the remaining amounts not yet due, without setting an additional deadline for payment.
8. The Seller shall have the right to refuse the sale in the event of any default in payment on the part of the Buyer or to make the sale of the Goods contingent upon the Buyer's establishing collaterals such as a promissory note, mortgage or bank guarantee.

## VI. DELIVERY, TRANSPORT COSTS, RETURNED GOODS

1. The date when the Goods are placed at the Buyer's disposal in the Seller's warehouse (regardless of how they are released to the Buyer) or delivered by the Seller to the place indicated by the Buyer shall be deemed as the delivery date.
2. If no place of delivery has been specified in the order, the Seller's registered office shall be deemed as the place of delivery.
3. The form of delivery of the Goods shall be contingent upon the individual arrangements made between the Buyer and the Seller.
4. The Seller undertakes that the Goods delivered to the Buyer will meet the quality conditions in accordance with the applicable attestations and standards.
5. The Buyer shall have the right to return the Goods within 14 days from the delivery date, on the following conditions:
  - a. the Goods have not been assembled or used and there are no signs of assembly,
  - b. the Goods are returned in the original, undamaged packaging of the supplier,
  - c. the Goods have been reported for return via the Seller's electronic system and have been accepted for return by the Seller,
  - d. the Goods have not been marked by the Seller as non-returnable.
6. The Seller may charge the Buyer with the costs of handling of returned Goods in the amount up to 15% of the value of the returned Goods by issuing a debit invoice after the end of the month in which the Goods are returned.
7. The Buyer shall be released from payment for the costs of returned Goods if the sum of the returned Goods in a given month does not exceed 6% of the value of the Goods purchased in that month.
8. The value of returned Goods shall not include corrective invoices issued in connection with:
  - a. recognised complaints,
  - b. recognised errors of the Seller or established delivery deficiencies,
  - c. settlements of the reimbursed regeneration contributions,
  - d. the Goods returned under special orders, stock-ups and other deliveries covered by a special contract with the Seller.

## VII. RECEIPT OF THE GOODS AND THEIR PROPERTIES

1. Upon the release of the Goods, the Buyer shall be obliged to check if the amount and/or quantity of the collective packaging of the Goods delivered corresponds to the quantity ordered upon their receipt from the carrier. In the event of disclosure of deficiencies, the Buyer shall be obliged to immediately notify the Seller thereof under pain of losing claims on this account.
2. The Buyer shall be obliged to inspect the Goods within three business days from their receipt and shall notify the Seller within another three business days about visible quality defects of the Goods. In the event of subsequent disclosure of defects of the Goods, the Buyer shall be obliged to immediately notify the Seller thereof and to make a complaint.
3. The complaint shall be examined by the Seller within 14 days.

## VIII. FINAL PROVISIONS

1. These General Terms and Conditions shall be binding from 13 July 2020 and shall apply to orders made as of that date.
2. General Terms and Conditions may be amended by the Seller at any time. The Seller shall make every effort, in particular by publishing an announcement on the Seller's website, to notify the Buyer about any amendments in General Terms and Conditions.
3. The Parties shall strive for amicable resolution of any disputes which may arise during the performance of a sales contract.
4. If amicable resolution of a dispute proves impossible, such a dispute shall be examined by competent courts of common jurisdiction in Katowice.
5. In matters not settled in General Terms and Conditions, the provisions of the Polish law shall apply.

*I accept these GTCS*

.....