

SALES AND COMPLAINTS REGULATIONS IN MARTEX SP. Z O.O. for SALES CONTRACTS CONCLUDED WITH ENTREPRENEURS

§ 1. [APPLY]

These Sales and Complaints Regulations [hereinafter referred to as the "Regulations"] apply to sales agreements concluded between MARTEX SP. Z O.O. with its registered office in 44-203 Rybnik, ul. Sosnowa 7, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Gliwice under the number 0000412280, tax number: 6422466043, share capital: PLN 4,500,000.00, [hereinafter referred to as "Seller"] and its goods buyers - entrepreneurs [hereinafter referred to as "Customer"].

§ 2. [SALES FORMS]

Customers have the opportunity to make purchases directly at the Seller's shops, through orders placed by telephone, e-mail or through the internet sales platform "Spare parts online" available on the company's website www.martextruck.pl.

§ 3. [PRICE AND TERMS OF PAYMENT]

1. The basis for determining the value of each transaction between the Parties is the current price list of the Seller's goods. Possible price changes and other supply logistics arrangements require separate arrangements between the Seller and the Customer. The price quoted by the Seller includes the price of the goods without any other benefits, unless the Parties expressly agree otherwise.
2. The Customer has the possibility to pay for the purchased goods by payment at the Seller's checkout, by a payment card (e.g. debit, credit), by bank transfer, or through deferred payment terms on the basis of defined trading conditions specified in the relevant trade agreement between traders.
3. The first three transactions submitted by telephone, e-mail or by the internet sales platform "Spare parts online" on the company's website www.martextruck.pl, must be made on the basis of a payment in advance.
4. The Customer undertakes within 3 days to notify the Seller in writing or by or by e-mail of the change of address of the company's address or registered office, the opening of insolvency or arrangement proceedings, as well as the reasons justifying the initiation of such proceedings, the change in the form of the business, its name or the owners/shareholders, a material change in the assets of the company affecting the quality of the collateral established (e.g. the sale of the assets of a company of significant

- value in respect of all the assets of the company, or the assumption of an obligation of such value).
6. The Customer authorizes the Seller to issue VAT invoices without the Customer's signature and send them together with the goods. In the case of online sales, the electronic invoice is free to download by the Customer himself at the B2B internet sales online platform.
 7. A delay in payment by the Customer within the time limit entered on the invoice results in an immediate suspension to the sale of subsequent products with a due date, and the suspension of any merchant loans or other bonuses granted to the Customer. Moreover, the Seller is entitled to initiate a recovery procedure in order to obtain an outstanding payment, the costs of which will be charged to the Customer. Notwithstanding the foregoing, in the event of a delay in payment, the Customer will be charged statutory interest for the delay.
 8. The delay referring to the point 7 shall mean the situation where the payment made by the Customer at the seller's counter or to the Seller's bank account results in the seller being realistically able to use the cash paid only after the payment period indicated on the VAT invoice has expired.

§ 4.

[DATES AND OTHER TERMS OF SALE AND DELIVERY]

1. The terms and time of delivery of the goods ordered by the Customer are individually determined with the Customer before accepting the order for execution, and the content of these arrangements is part of the execution of the Customer's order.
2. The delivery of the goods to the Customer and the transfer of risk to the Customer takes place at the time of the delivery of the goods from the Seller's warehouse to the Customer or the carrier, unless, as part of the arrangements with the Customer, it is clearly indicated that, as part of the sale, the Seller will deliver the goods to the place indicated by him - in this case, the delivery of the goods and the risk is passed at the time of delivery to the Customer at the place of delivery.
3. The placing of the order by the Customer and its acceptance by the Seller shall take place, depending on the form of the order placed, by means of a confirmation in writing or by e-mail or in the case of online orders by confirming the order placed. In the case that the Seller's performance is to cover more than just the delivery of the goods to the Customer at the Seller's point, or if the selling price is to be different from the order indicated in the Regulations by the Seller must be firmly and done in writing or by e-mail.
4. Unless otherwise specified by the Parties, the price quoted by the Seller shall cover only the selling price of the goods, and does not include, for example the costs of packaging other than originally packaged products, or the cost of transporting or loading/unloading goods to/at the Customer.

5. In case of sale goods with the charges for cores, the refund of charge shall be made in the case of delivery of the products for remanufacturing within no later than 6 months from the date of purchase, subject to positive verification in accordance with the requirements of the manufacturers.
6. Delivery of ordered goods is carried out at the Customer's expense, unless otherwise agreed by the Parties.
7. The Seller will not be responsible for the extension of the delivery time of the goods issued from his warehouse due to reasons beyond his control.
8. The Customer will receive a written confirmation of the sales contract concluded with the Buyer in the form of a VAT invoice. The invoice will be attached to the shipment unless the Parties determine otherwise.
9. The customer, when taking stock of the delivered goods, is obligated in the presence of the carrier, to check the condition of the consignment in terms of the conformity of the quantities of goods delivered with the order and, as far as possible, the quality of the delivered goods, the condition of the packages. The Customer is obligated to confirm the receipt of the goods in writing. In case of quantitative or qualitative defects, they must be demonstrated in the collection protocol signed by the Customer and the carrier, which must be transmitted within no more than 2 days to the Seller. Failure to check the goods at collection relieves the Seller of liability for any deficiencies.

§ 5.

[RETURN OR REPLACEMENT OF PURCHASED GOODS]

1. The Customer may make a return of the purchased goods within 14 days from the date of purchase without giving any reason only if the goods have not been used and the rules of possible return have been established in advance and confirmed by the Seller in writing, or e-mail.
2. Electrical and electronic articles will not be returned or replaced.
3. If the Customer exercises the entitlement indicated in section 1, the Customer shall at his own expense send the Seller goods, which must be complete and pre-packaged, delivered in the original packaging in the unchanged state. If the goods are sent in a different condition and packaging, the Seller may not accept it and return it to the Customer at his expense.

§ 6.

[RIGHTS AND RESERVATIONS]

1. The Seller reserves ownership of the goods sold and delivered until all claims due to him under the contract concluded. The transfer of ownership of the goods to the Customer is made subject to payment of the full amount of the due Polish law regulations.
2. The Customer also takes full responsibility for the amount and quality of the goods until to the moment are fully paid. In the case of damage before full payment, the Customer will be obligated to compensate for it.

3. The payment of all amounts due shall be understood as the transfer to the Seller of funds covering, the sale price, transport, additional packaging for the time of transport, loading and unloading, interest for delay in such a way as to ensure that the Seller is free to dispose of those funds.

§ 7.

[COMPLAINTS / WARRANTY]

1. The provisions of this paragraph govern the Customer's rights under warranty under the terms and conditions set out in these Terms and Conditions and modify the applicable provisions of the legal acts relating to the matter in question, without prejudice to the customer's rights under mandatory laws. The Seller is liable to the Customer if the item sold has a physical or legal defect.
2. Defects of the goods detected after receipt of the goods in accordance with § 4 para. 7 of the Regulations should be submitted to the Complaints Department immediately, no later than 7 days from the date of detection of the defect on the complaint application form available at the Seller's points and on the website. You must fill in all required form fields, such as customer address, e-mail address and telephone number to the contact person, item index, purchase invoice number and description of the fault found.
3. For the above deadline to be met, it is sufficient to send a notice of the defect before its expiry.
4. Complaints must be made through the online form available on the website: www.martextruck.com or B2B platform
5. The Customer is obligated to deliver immediately the claimed goods to the Seller's Claim Department. No later than 1 month after registering the complaint.
6. In cases specified individually by the Seller's Complaints Department, it is possible to send photo documentation of the claimed part as sufficient to consider the complaint. In such a situation, it is not necessary to send the part complained of, but on condition that access to that part is allowed until a decision is made on how the complaint will be handled
7. The Seller may ask the Customer to complete the complaint request for the data necessary for the examination of the complaint. In this case, until the required data is completed, all activities of the Seller related to the handling of the complaint may be withheld and the time of processing of the complaint is increased by the waiting period for completing these data.
8. The information necessary to consider a complaint shall be: Customer's address, e-mail address and telephone number to a contact person, the index of goods, the number of the purchase document and the description of the found fault; the date of the fault; the date of installation or purchase of the defective goods; the description of the fault or its accompanying symptoms. In addition, in the case of spare parts, the data of the vehicle in which the defective goods have been installed are required, in particular the make;

model; yearbook; VIN number; mileage at the time of installation and when the defect occurred.

9. As part of the claims, the Customer is entitled to the following forms of complaint consideration: repair, price reduction, replacement for goods free from defects or withdrawal from the sales contract. If complaint claims are acknowledged, the Seller decides how to remove the damage.
10. The claims shall be considered immediately, provided that all required materials/documents and the goods complained about are delivered to the Seller. The Seller is not responsible for the time of processing of the complaint to the extent that it is subject to the customer providing complete information, which is required in the application form.
11. The Seller's liability relates only to defects which have been revealed no later than 1 year after the date of delivery of the goods to the Customer, provided that the Seller receives an complaint before the end of that period.
12. In order to make a claim, the Customer is obliged to send to the Seller defective goods.
13. In the case of claims related to a defect found in an item, the Seller shall determine the following conditions for processing the claim:
 - a. the Seller's liability period is 1 year from the date of delivery of the goods to the customer
 - b. the deadline for notifying the Seller of a defect in the contract is a maximum of 1 month from the date of detection of the defect,
 - c. the deadline for delivery of the goods complained of is 1 month from the date of notification of the defect.

Failure to comply with the above deadlines results in a reject to consider the complaint.

14. The Seller informs that part of the offered goods is transferred to the Manufacturer's warranty under the conditions specified in the conditions of the guarantee granted by the Manufacturer of the goods. The warranty conditions are set out in warranty cards provided to customers during the sale or on the Seller's website.

§ 8.
[RESPONSIBILITIES]

1. The Seller declares that thanks to many years of experience in the automotive industry, has the opportunity to provide Customers with a wide range, at a competitive price and availability. However, the Seller is not responsible for the suitability of the goods purchased by the Customer to carry out the intended project, as well as does not provide advisory services, as regards the manner, necessity or appropriateness of repairing the Customer's vehicle. The Seller is not responsible for the correct assembly of the part by the Customer.

2. Any claims of the Customer related to the execution by the Seller of the Customer's order shall be limited to the amount which may not exceed the price of the delivered goods in total.
3. The Seller's liability does not cover defects caused by incorrect storage, transport, wrong assembly or due to normal wear and tear.
4. The Seller shall not be liable for additional costs such as towing costs, vehicle downtime or similar events resulting from a submitted complaint about the purchased part. In particular, the Seller is not obliged to provide the Customer with a replacement part for the duration of considering the complaint.
5. The claims related to the complaint relate only to the purchased part. The Seller shall not bear the costs related to the effects of using the defective part, shall not be liable for lost profits, including loss of customers, reduction of sales or profits as well as damages resulting from the use of the defective part.
6. The provisions of this § do not prejudice the mandatory provisions of the law.

§ 9.

[DISPUTE RESOLUTION AND APPLICABLE LAW]

1. Any disputes which may arise under the concluded sales contract, or the transport services related to it, will be decided by the ordinary Court, the choice of which belongs to the Seller.
2. The law applicable to the agreements concluded is by Polish law.

§ 10.

[PROTECTION OF THE PERSONAL DATA]

1. All data transferred by the Customer to the Seller is protected in accordance with the Personal Data Act and is not processed for any purpose other than the execution of orders. The Customer provides personal data voluntarily and has every right to inspect, correct or request the cessation of (delete) the processing of his data stored in the Seller's database in accordance with the "Electronic Services" Act of 18 July 2002 (Journal of Laws of 2002, No. 144, item 1204). Placing an order with the Seller means consent to the processing of personal data, by MARTEX SP. Z O.O. [details of the administrator can be found in § 10 paragraph 3 of the Regulations] for its implementation. After the order is processed, the data may be deleted at the Customer's express written instruction sent to the e-mail address: biuro@martextruck.pl, to the company address. In the case the Customer does not have the deletion of the data, they will be stored in compliance with all required confidentiality standards until the next order is processed or the disposal of deletion from our database.
2. Following the entry into force on 25 May 2018, of the Regulation on the protection of personal data in accordance with - General Regulation 2016/679 of the European

Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC we ensure that the personal data of our Customers are processed only for the purposes of the performance of contracts for the sale of goods and services and payment, handling of complaints, handling of applications by electronic and traditional means and use of the internet sales platform "Spare parts online".

3. We would like to inform that the Administrator of personal data of customers is MARTEX Sp. z o.o. with its registered office in Rybnik 44-203, ul. Sosnowa 7. Personal data is processed in connection with the implementation of the service of sales of goods and services provided in the framework of MARTEX business activities.
 - a. Contact details of the Data Protection Officer: iodo@martextruck.pl
 - b. The Administrator's representative is Piotr Leś – Data Protection Officer: iodo@martextruck.pl.
 - c. Personal data will be stored until the binding sales agreement is in force and for the period required by tax law.
 - d. Once the processing of personal data for the original purpose has been completed, the data will be processed only for the purposes of possible redress.
 - e. Providing personal data is voluntary, but necessary to achieve the purposes described in paragraph 3.
 - f. Personal data at MARTEX is processed securely and will not be transferred to any other entity.
 - g. MARTEX as the controller of personal data, provide the right of access to data, rectification, deletion on request or restriction of processing. The data subject may also exercise the right to object to the Controller in connection with the processing of data and the right to transfer the data to another personal data Controller.
 - h. Anyone whose personal data is administered by MARTEX in the case of voluntary consent has the right to withdraw consent to the processing of data at any time, without this affecting the lawfulness of processing based on consent before its withdrawal.
 - i. The data subject has the right to lodge a complaint with the data protection supervisory authority.

§ 11.

[FINAL PROVISIONS]

1. If any provision of these Terms and Conditions are or becomes ineffective, invalid, or there is a change in the applicable law affecting their content, the Regulations will remain valid in the remainder. In such a case, the Parties undertake provisions invalid or ineffective to replace provisions closest to an invalid or ineffective provision.

2. The Seller reserves the right to change these regulations. The Seller shall inform about possible amendments to the Regulations and indicate them on website www.martextruck.pl before the amendments come into force.
3. Conclusion of a contract with the Seller means that the Customer has read the Regulations before concluding the contract.
4. The Seller is entitled to amend the Regulations, the change being effective with regard to orders accepted for execution by the Seller.
5. The Regulations were adopted by a resolution of the Management Board of the Seller of 24 December 2014 and shall apply to orders accepted for execution from 25 December 2014.
6. The regulations in paragraph 10 on personal data protection were updated on 20 May 2018.

Approved 20 May 2018

Management Board of MARTEX SP. Z O.O.

