

## TERMS AND CONDITIONS OF WARRANTY

1. The Product sold by Carlex Design Limited spółka z ograniczoną odpowiedzialnością, based in Czechowice-Dziedzice at ul. Świerkowa 41, 43-502 Czechowice-Dziedzice, REGON: 366781519, NIP: 8961560922, KRS: 0000668234 (CDL), is subject to a quality warranty of two years following the purchase of the Product by the Customer (excluding the service of wrapping, which is subject to a one-year warranty). The Instruction Manual of the Product has been appended to the Terms and Conditions of Warranty, as its integral part. The Customer, as defined herein, is a natural or a legal person or an organisation unit without legal personality an act of law grants legal capacity to that makes the purchase of the Product. Further resale of the Product to other entities does not extend the warranty period, or restart the period of warranty. The Product is not covered by homologation/type approval. If the Product is covered by homologation/type approval, a relevant note will be included in the pro forma invoice/prepayment invoice.
2. CDL grants warranty only for the Product installed by CDL or an entity authorised by CDL.
3. Any defects of the original vehicle are subject to the vehicle manufacturer's warranty, not CDL warranty.
4. This warranty is valid from the date of the collection of the Product by the Customer, which shall be confirmed with a proof of purchase in the form of an appropriate accounting document.
5. The warranty is granted on condition of regular servicing and inspections of the Product by a professional entity performing maintenance services in accordance with the original vehicle manufacturer's warranty and Cleaning and Preservation Card (if the Product is upholstery) enclosed with the Instruction Manual issued with the vehicle.
6. CDL undertakes to repair or, if CDL considers it necessary, to replace defective parts of the Product in line with the terms and conditions specified herein. CDL is not obliged to replace the defective parts with new ones, even in the event of any previous repair; in the event of replacement, the warranty period does not restart.
7. If the contract has been executed by a Customer who is not a consumer as defined by Polish law, statutory warranty for defects in the scope of the item sold, set out in Sections 556 – 576 of the Polish Civil Code, is excluded.
8. In all matters related to this warranty and any claims based on it, provisions of the Polish law shall apply, and the competent court shall be the competent common court in Poland.
9. In relation to contracts where the Customer is a consumer (i.e. a natural person making a purchase for purposes not directly related to his/her business or professional activity), these warranty terms do not limit the rights of such a Customer under the generally applicable provisions of law.
10. If the Product is covered by the manufacturer's homologation/type approval, a relevant note will be included in the pro forma invoice/prepayment invoice, in the order form or the e-mail sent to the Customer. As regards the Products which are not covered by homologation/type approval, the Customer hereby acknowledges that they may not have the homologation/type approval required by the provisions of the governing law in the place of registration/use of the vehicle, which may affect the registration procedures or periodic inspections of the vehicle or cause other legal consequences resulting from their use or fitting. The Customer represents that he/she is aware thereof and that he/she shall not raise any claims pertaining thereto against CDL in the future; in particular he/she waives the right to lodge complaints concerning the Product for this reason, to return the Product to CDL, as well as waives the right to pursue financial claims from CDL, pertaining to the consequences resulting from the above-mentioned circumstances.

### SCOPE OF THE PRODUCT WARRANTY (EXCLUDING WRAPPING)

This warranty covers the defects of the Product that have occurred due to a faulty production process, product defects or improper fitting (if carried out by CDL), except:

- a) components covered by the original vehicle manufacturer's warranty on which the Product has been installed;
- b) mechanical damage of the Product;
- c) repair or conversion of the vehicle (affecting the Product), or a repair or conversion of the Product without CDL's written consent (under pain of nullity);
- d) damage and defects resulting from accidents, misuse, carelessness, or negligence;
- e) accidental damage resulting from, among others, flooding, accident, rallying, racing, or riding in extreme conditions;
- f) replacement of tyres, bulbs, diodes emitting light, fuses, as well as other parts that are subject to natural or technological wear;

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- g) circumstances CDL is not liable for, such as flooding, fire, air pollution, damage caused by a storm/stones, scratches, as well as damage caused by the use of improper cleaning supplies;
- h) damage being the result of force majeure.

### EXCLUSION OF THE PRODUCT WARRANTY (EXCLUDING WRAPPING)

The warranty does not apply in the case of:

- a) components that bear signs of normal wear and tear of the Product related to use, normal deterioration, corrosion or fading;
- b) failure to comply with the vehicle maintenance obligation in line with the maintenance schedule specified in the Cleaning and Preservation Card and the original vehicle manufacturer's guidelines for periodic inspections;
- c) use of improper cleaning or maintenance supplies, or failure to provide proper care during the use and the maintenance of the Product;
- d) costs incurred as a result of the repairs of the vehicle and other vehicle-related costs;
- e) providing a replacement vehicle for the duration of the repair.

### SCOPE OF WARRANTY (WRAPPING)

1. The warranty period for the service of body wrapping, i.e. the service of applying a colour wrap on the vehicle body, is 1 (one) year.
2. The guidelines concerning the care and/or maintenance of a vehicle equipped with a colour wrap, and the guidelines concerning the removal of a colour wrap from the vehicle have been included in the Instruction Manual.
3. Warranty repairs can be performed locally, using the so-called "overlap" technique, i.e. repair of a specific part of the defective Product without the need to replace the entire wrap used in the vehicle or larger parts of the wrap than the ones necessary to remove the defect.

### EXCLUSION OF WARRANTY (WRAPPING)

The warranty does not apply in the case of:

- a) mechanical damage (e.g. splinters, scratches, scuffs, scrapes, collisions with another vehicle, poor quality of the original paint coat, etc.);
- b) mechanical damage that has occurred as a result of washing the vehicle in an automatic car wash or with the use of a high-pressure cleaner;
- c) damage of the wrap in parts that have undergone body repairs or painting works;
- d) wrap edge peeling off;
- e) defects resulting from failing to comply with the Instruction Manual;
- f) costs incurred as a result of vehicle repairs and other costs pertaining to the vehicle;
- g) providing a substitute vehicle for the duration of the repair.

### WARRANTY CLAIM PROCEDURE

1. Within 5 working days following the finding of the defect(s) of the Product, please report it to CDL, and provide CDL with a Warranty Card including a detailed description of the defect(s), as well as contact details including the name and surname of the person filing the complaint, his/her address, telephone number, e-mail address, and the place

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where the Product is located. A working day is any day between Monday and Friday, from 8 a.m. to 4 p.m., except for public holidays as defined by the Polish law.

2. Warranty claims made after the expiration of the warranty period will not be considered.
3. The Customer will notify CDL of the warranty claim(s) in line with the warranty claim procedure specified in General Terms and Conditions of Sale (OWS), and CDL will process the claim(s) and inform the Customer about the acceptance or refusal to accept it/them. The date given in the General Terms and Conditions of Sale may be extended if it is necessary to inspect the vehicle in which the Product has been installed or carry out additional tests, about which the Customer will be informed.
4. Should CDL assume liability or should it be necessary to verify CDL liability for the defects of the Product, it may be necessary to deliver the Product or the vehicle in which the Product has been installed to CDL, which the Customer will be informed about. The defect removal period will then be extended by the period necessary for the delivery of the Product/vehicle. The Customer is obliged to deliver the Product or the vehicle in which the Product has been installed to CDL at his/her own expense, without the right to demand reimbursement from CDL. CDL shall determine whether it is necessary to deliver the Product or the vehicle with the Product installed.
5. Should the warranty claim be accepted, CDL will repair or replace the damaged part(s) within a reasonable time, no later than within 14 working days, following the acceptance of liability (and the receipt of the Product/the vehicle in which the Product has been installed).
6. Regardless of whether CDL assumes or rejects warranty liability, upon the repair (if CDL assumes liability) or rejection of the warranty claim (in case of refusal to accept liability), CDL shall leave the vehicle for collection at the location it was delivered to by the Customer, notifying the Customer thereof. The Customer is obliged to collect the vehicle within 3 working days from receiving the notification. Should the vehicle not be collected within that period, CDL shall store it at the risk and at the expense of the Customer, amounting to PLN 123, incl. VAT, per day.
7. CDL shall not bear any further liability than the one specified herein; in particular, CDL is not liable to cover any indirect losses (such as lost profits, the need to rent a substitute car, etc.)
8. In all matters not settled in the Terms and Conditions of Warranty, the provisions of the Polish law and the General Terms and Conditions of Sale (OWS) shall apply.

These Terms and Conditions are valid from 23-03-2020.