

## Carlex Design Limited General Terms and Conditions of Sale

### Article 1 Definitions

**OWS** – these General Terms and Conditions of Sale of Carlex Design Limited

**CDL** – Carlex Design Limited spółka z ograniczoną odpowiedzialnością, based in Czechowice- Dziedzice at ul. Świerkowa 41, 43-502 Czechowice-Dziedzice, KRS: 0000668234, NIP: 8961560922, REGON: 366781519

**Customer** – a natural or legal person that executes a contract with CDL or a person interested in a CDL offer

**Consumer** – a Customer who is a natural person who executes a contract with CDL for purposes not directly related to his/her business or professional activity

**Working Day** – any day between Monday to Friday, from 8 a.m. to 4 p.m., except bank holidays that coincide with working days, pursuant to the Public Holidays Act of 18 January 1951 (cf. Dz. U. 2015. 90)

**Parties** – the Customer, and CDL

**Products** – the goods and services offered for sale by CDL

**Agreement** – the sales agreement or any other agreement executed by the Parties these General Terms and Conditions of Sale apply to. Unless the Parties have expressly agreed otherwise, these General Terms and Conditions of Sale apply to any sales agreements executed between CDL and the Customer. In case of any discrepancies between the Agreement and OWS, the Agreement prevails over the OWS. The Agreement is concluded on the day the Customer makes the advance payment referred to in the following provisions of OWS

**Enquiry** – an enquiry made by the Customer to CDL, in any form, regarding the possibility of making a given Product, including, in particular, the vehicle model the Product should be made for, requirements concerning the Product, photos of the Vehicle, contact data of the Customer or an authorised contact person appointed by the Customer (phone no., e-mail address) as well as other data the Customer deems necessary

**Preliminary Offer** – information addressed by the Customer at CDL, regarding the possibility of making the Product set forth in the Enquiry, including, in particular, preliminary parameters necessary to make the Product (e.g. scope of conversion, accessories, preliminary and estimated price of the Product), Preliminary Offer number, Customer details CDL have been provided with, these General Terms and Conditions of Sale, as well as Warranty Terms and Conditions of the Product. Preliminary Offer may also include the Concept Design, the shipping costs, the Product lead time, as well as the Preliminary Offer validity term. Should the Preliminary Offer validity term not be provided, the Preliminary Offer is valid for 30 days. Preliminary Offer is not an offer within the meaning specified in the Polish Civil Code.

**Order/Commission** – a document specifying the parameters of the Product that is to be the subject of the Agreement. Apart from the information identifying the Product, the Order comprises detailed information concerning the Customer, including his/her full name, phone no., place of residence, delivery address, e-mail address, date, and the details concerning the person authorised to represent the Customer, the details of the person authorised to collect the Products, and in the case of Entrepreneurs also the company name, the NIP no. (tax  
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identification no.), and the KRS no. (National Court Register; if the Customer has been registered in KRS).

Concept Design – the document including the visualisation of the Product, on the basis of which CDL shall realise the Product. The Concept Design depicts what the Product shall approximately look like upon its manufacture.

## Article 2 Execution of the Agreement

1. Any details, price lists and other advertising and commercial materials targeted at an unidentified recipient, and not bearing any date of effect, are not to be treated as an offer of executing an agreement, but only as an invitation to negotiations. Current price lists and other advertising and commercial materials targeted at entities that have executed a trade and cooperation agreement with CDL are available at [portal.carlexdesign.com](http://portal.carlexdesign.com) upon logging into the portal.

2. Upon receipt of an Enquiry from the Customer, CDL shall draw up a Preliminary Offer without delay. CDL may contact the Customer in order to specify the details concerning the parts included in the Enquiry.

3. If the Customer is interested with the Product, he/she shall place an Order with CDL upon receiving the Preliminary Offer, and in the form specified by CDL. The Order shall be signed by the Customer, and if the Agreement is concluded through means of distance communication, the Customer is obliged to send a completed Order (received from CDL) to [sales@carlexdesign.com](mailto:sales@carlexdesign.com) or to the e-mail address of the CDL sales person. The person placing the order is deemed to have been authorised to represent the Customer, and if it is proved to be incorrect, the person placing the Order undertakes to personally pay the full price of the Product. The person placing/confirming the Order is authorised to make any further decisions regarding the Product, including any changes of the concept, the look of the Product, its collection, and any other changes that may result in the rise of the value of the Order, etc.

4. Upon receiving the signed Order or the completed Order placed through means of distance communication, CDL shall draw up a proforma invoice for the Customer to make the prepayment specified in point 3 hereof, and send it to the e-mail address provided by the Customer, or hand it over to the Customer (if the Customer arrives in the CDL premises). The Customer's making the advance payment is a confirmation of concluding the Agreement and of any previous arrangements, as well as of the acceptance of these General Terms and Conditions of Sale, and results in CDL's commencing works on the Product. As regards Consumers, due to the fact that the Product is made upon the Customer's special order, it is not part of series production, and due to the value of the Product CDL commences works on the Product solely upon placing the Order, the Customer and CDL hereby exclude the right of the Consumer to withdraw from the Agreement under the Consumers' Rights Act (i.e. regarding agreements made out of the CDL registered seat and remote agreements).

5. The sale of the Products is conducted only on the basis of individual Orders, preceded by Enquiries and Preliminary Offers, or just Enquiries. Upon executing the Agreement, CDL undertakes to supply Products specified therein within the agreed term.

6. The agreed Order performance term runs from the day of executing the Agreement and the Customer's providing the object of conversion to CDL. Upon execution of the Agreement, CDL may refuse to make the Product,

without stipulating the reasons. CDL shall inform the Customer thereof as soon as possible, not later than within 3 Working Days following the execution of the Agreement and the Customer's providing the object of conversion to CDL. Should such situation occur, CDL shall refund the Customer's prepayment without delay.

#### Article 3 Payments

1. Within 5 Working Days following the receipt of the proforma invoice, the Customer shall make the advance payment to the benefit of CDL, amounting to 50% of the value of the Order, on the basis of a proforma invoice, and to the bank account stipulated therein (unless stipulated otherwise in the Order). If within 5 Working Days following the receipt of the proforma invoice the Customer does not make the advance payment, the Agreement does not come into effect without the need for the Parties to make any other declarations/representations. If the advance payment is made later than within 5 Working Days following the receipt of the proforma invoice, it is necessary to make new arrangements concerning the terms and conditions of the Agreement, the Product lead time, and the Product collection date.

2. If the full price has not been settled on the basis of the proforma invoice, the payment of the remainder of the price shall be made before the Product is handed over to the Customer, on the basis a VAT invoice and to the bank account stipulated therein. Lack of payment results in the lack of obligation for CDL to hand over the Products to the Customer, and authorises CDL to commence charging fees for storing the Product at the risk and at the expense of the Customer, amounting to PLN 123 gross per each commenced day.

3. The date of payment is the day on which the payment is credited to the CDL bank account.

4. The prices included in the Offer/Order are net amounts, exclude the VAT, and any other public law liabilities. The price does not include the shipping cost which has been indicated in a different item of the Order.

5. Should the Customer supply CDL with an object to be converted (e.g. a vehicle) that is incomplete, non-compliant with the Enquiry and/or the Offer, not working, damaged, or, according to CDL, unfit for the conversion, or fail to deliver the vehicle on the agreed date, CDL, without being liable for the performance of the Contract, may (at its sole discretion):

a) set a new Order performance date

and/or

b) reassess the fee for the performance of the Order

and/or

c) return the object to the Customer, and refuse to realise the Commission; in such situation, the Customer is not entitled to submit any claims pertaining to the refusal to realise the Commission (in such case, however, CDL is entitled to deduct from the advance payment made by the Customer the value of the works performed until the object is returned to the Customer, as well as the costs of the materials acquired which shall be handed over to the Customer together with the vehicle).

#### Article 4 Delivery

1. The delivery of the Products shall take place on the date stipulated in the Order, and to the place indicated as the place of delivery in the Order. Shall the place of delivery be amended upon the execution of the Agreement, the Customer shall bear any additional expenses pertaining thereto, and inform CDL about the change of the place of delivery in writing or via e-mail sent to sales@carlexdesign.com, as well as to the e-mail address of the sales person (in order to be effective, the representation requires the signature of the Customer or the person placing the Order).
2. Upon the delivery, the Parties shall draw up and execute a handover report in which the Customer (or the person placing the Order, or another person, authorised by the Customer or the person placing the Order) shall stipulate any noticed flaws or defects of the Products. Any visible defects that have not been included in the report may not be taken into account when processing any future claims upon signing the report. If the handover report is not signed by the Customer or the person placing the Order, the person signing it is obliged to have the Customer's written authorisation to collect the Products and sign the handover protocol. The rule described in the previous sentence does not apply when the Products are to be collected by a courier company or a haulier chosen and commissioned by the Customer to collect the Products; in such case the Product shall be handed over on the basis of a waybill signed by the Customer, or a message from the Customer to CDL (in writing or via e-mail), proving that the Customer is giving his/her consent to hand over the Products to the courier company or the haulier appointed by the Customer, and specifying the recipient's data. CDL's liability for the damage and loss of the Products ceases the moment the Products are handed over to the courier company or the haulier appointed by the Customer, and the proof of collection of the Products from CDL replaces the handover report specified above.
3. Should the Customer fail to collect the Products within the specified date, and unless otherwise agreed by the Parties, the Customer shall bear the cost of storing the Products by CDL, amounting to PLN 123 gross per each commenced day, and the Products will be stored out of the CDL premises at the risk of the Customer. CDL shall also reserve any rights resulting from the provisions of law, including the right to withdraw from the Contract.
4. CDL shall not be held responsible for the delay in delivery of the Products as a result of force majeure, or other circumstances that could not have been predicted at the time when the Agreement was executed (e.g. strikes, blackout, catastrophes, state body actions). In any other case, the liability of CDL under this Agreement is limited to 50% (fifty per cent) of the value of the Order which does not limit Consumers' rights under common provisions of the Polish law.

#### Article 5 Guarantee and statutory warranty

1. CDL grants the Customer with a 24-month quality warranty for Products covered by the Agreement following the date of handing over the Products to the Customer.
2. The warranty concerns solely the defects of the Products in the scope of the parts converted, added and amended by CDL that have occurred during the normal use of the Products.
3. The warranty does not include any damage caused by the Customer or any third parties as a result of use.

4. If a defect has been identified, the Customer is obliged to notify CDL thereof within 5 days following the day on which such finding occurred by submitting a CDL Warranty Claim Form available at <http://www.carlexdesign.com/complaintform.pdf> via mail or to [claims@carlexdesign.com](mailto:claims@carlexdesign.com). Apart from the details required in the Warranty Claim Form, the warranty claim should include photos that clearly prove the faults and show the VIN.
5. The Customer is obliged to render the Products available to CDL for inspection either on the spot, or supply them to the CDL premises, upon the request of CDL.
6. Within 7 Working Days following the receipt of the warranty claim, CDL shall contact the Customer in order to appoint the place and the date of inspection of the Products.
7. If it is determined that CDL is liable for the faults, within 14 Working Days following the receipt of the warranty claim or, if necessary, the inspection of the Product, CDL shall repair the Product or, if the repair is impossible or cost-ineffective, exchange the Product for a new one that is free from defects. The repair of the Product or its exchange shall not extend the warranty period.
8. If the warranty claim is found groundless, CDL is not liable for the delivery cost of the Products as part of the Customer's warranty claim processing.
9. Detailed terms of warranty have been stipulated in the Terms and Conditions of Warranty, appended hereto as an integral part. In case of any discrepancies between the provisions stipulated herein and the Terms and Conditions of Warranty for the Products, the Terms and Conditions of Warranty for the Products shall prevail.
10. The Parties hereby exclude the liability of CDL pertaining to the Product statutory warranty with reference to the Products purchased by Customers who are not Consumers.
11. The Parties hereby exclude the liability of CDL for any indirect losses pertaining to the defects of the Products, including the liability for the Customer's lost profits. Overall liability of CDL (regardless of the legal basis) is limited to the value of the Products set forth in the Agreement.

#### Article 6 Personal data protection

1. CDL is the data administrator of the Customer's personal details. The basis for processing the Customer's personal details in relation to the realisation of the order is the Agreement. If the data are used for marketing purposes, a separate consent for processing data is required.
2. The data can be made available to entities under the provisions of law, and to entities that have entered into relevant data processing agreements with the administrator.
3. The Customer's personal details shall be processed for the purpose of performing and settling the Agreement, for the purpose of pursuing claims, and for the purpose of direct marketing of the products offered by CDL. The Customer's personal details shall be processed for the following periods: data concerning orders and their performance, i.e. the Agreement and the payments – 5 years or until the claims lapse; data concerning marketing – until the person the data concern withholds his/her consent.

4. CDL informs the Customer about his/her right to access their personal details, correct them, cancel them, limit their processing, object, withhold his/her consent any time without affecting compliance with the right of processing carried out on the basis of the consent before it was withheld. You have the right to file a complaint to the President of the Polish Personal Data Protection Office (UODO) in the case of violation of regulations of General Data Protection Regulation of 27 April 2016.

5. For the purpose of executing the Agreement it is obligatory for you to provide your personal details, whereas, for marketing purposes, it is volitional.

#### Article 7 Copyrights

1. Handing over any materials to the Customer by CDL, including designs, photos, visualisations, sketches, etc. ('Materials') does not correspond with transferring any copyrights onto the Customer which means that the Customer may not use the Materials in any area of exploitation.

2. CDL reserves the right to use the Materials and the photos of the service performed for marketing purposes, including on the Internet, which the Customer hereby consents to.

3. The Customer accepts that any intellectual property rights and the rights to execute any derivative rights regarding the subject of the Order belong solely to CDL and are excluded from the Agreement. It refers to, above all, any designs, photos, drawings, visualisations, and concepts developed by CDL in connection with the performance of the Agreement. The above means, above all, that the subject of the Order/Agreement and any part/parts that can be made on its/their basis, may be made exclusively by CDL, or an entity appointed by CDL in writing, on the basis of a separate order.

4. The Customer does not acquire the right to manufacture the subject of the Agreement/Order or any part/parts possible to be made on its basis in any form, or the right to use the Materials in any manner, especially through disseminating, rendering available, publishing, modifying, developing, commercial and non-commercial use, or distributing (regardless of the legal form).

5. The performance of the Order does not imply granting the Customer any form of license or other authorisation to use the Materials or the subject of the Order or any part/parts that can be made on its basis in any other purpose than the one resulting from the essence of the Agreement.

6. In the event of breach of any of the above provisions by the Customer, regardless of the scale of breach, the Customer undertakes to pay CDL a contractual penalty in the amount of EUR 40,000 (say: forty thousand) for each breach within 7 days following the making of such a claim by CDL, on the basis of a debit note and to the bank account specified therein. The payment of the contractual penalty does not deprive CDL of the right to pursue compensation exceeding the amount of the agreed contractual penalty.

#### Article 8 Final provisions

1. Should any disputes arise in relation to the General Terms and Conditions of Sale of Carlex Design Limited, CDL\_UM\_1.1\_EN\_OWS\_General\_Terms\_and\_Conditions\_of\_Sale\_v1.5\_19092019

the competent court shall be the Polish common court having jurisdiction over the CDL registered office. The above does not violate common regulations of law determining the jurisdiction of court when the Consumer is making the claim.

2. All matters not settled herein shall be governed by the provisions of the Polish Civil Code, and other Polish regulations. If the Customer is a foreign entity, all matters not settled herein shall be governed by the provisions of the Polish law, in particular of the Polish Civil Code; the Parties hereby exclude the application of the provisions concerning statutory warranty for physical defects of the product sold as defined in the Polish Civil Code. The Parties hereby exclude the application of the UN Convention on Contracts for the International Sale of Goods drawn up in Vienna on 11 April 1980 and the Convention on the Limitation Period in the International Sale of Goods drawn up in New York on 14 June 1974 to the Agreement. Any disputes arising in relation to the Agreement shall be settled by a relevant Polish common court in line with Polish procedural norms.

3. If the General Terms and Conditions of Sale, the Commission, or the Offer have been drawn up in Polish and other languages, in case of any disputes the Polish version shall prevail.

4. CDL has the right to amend the General Terms and Conditions of Sale. The Customer is bound by the version of the General Terms and Conditions of Sale valid on the Agreement execution date.

5. The General Terms and Conditions of Sale are effective as of 04.06.2019 r.

Appendix:

Terms and Conditions of Warranty