

DOCUMENT**Terms & Conditions****Terms of Use of the online store www.jeepchryslerparts.eu for Customers from outside the Republic of Poland****I. Definitions.**

§ 1 · Definitions and seller details

In these terms of use of the online store www.jeepchryslerparts.eu for Customers from outside the Republic of Poland, hereinafter referred to as the **"Terms of Use"**, the following words and phrases shall have the following meanings:

- a. "Seller"** – US Auto Sp. z o.o. Sp. k. with its registered office in Łódź, address: ul. Legionów 108, 90-764 Łódź, entered in the Register of Entrepreneurs of the National Court Register under KRS number 575179, whose registration files are kept by the District Court for Łódź-Śródmieście in Łódź, XX Commercial Division of the National Court Register, tax ID (NIP) 728-165-45-69, statistical registration number (REGON) 471420728, e-mail: sklep@jeepchryslerparts.eu, phone number:

+48 42 679 20 26.
- b. "Store"** – the online store located on the website <http://www.jeepchryslerparts.eu> and its web pages,
- c. "Customer"** – any person who has entered into an agreement with the Seller concerning creation of an account with the Store,
- d. "Account"** – the Customer's account created by them with the Store in accordance with the provisions of these Terms of Use,
- e. "Consumer"** – any person defined in the provisions of Section 22¹ of the Polish Civil Code, that is a natural person (individual) performing a legal action not directly connected with any business enterprise operated or professional activity performed by them, or where the contract between the Seller and the Customer should be governed by laws of any country other than the Republic of Poland – any person falling within the meaning of any equivalent of "consumer" as defined in such law.
- f. "Sole Trader"** – a natural person entering into a contract directly related to his business activity within the Store with the Seller, when it is clear from the content of this contract that it does not have a professional character for this person.

II. General provisions.

§ 2 · What the store offers

The present Terms of Use specify the terms under which the Seller provides services to Customers from outside of the Republic of Poland by electronic means, which consists in allowing the Customers to create their Account with the Store free of charge and subsequently to enter into online sales contracts regarding goods offered by the Store, at prices quoted on respective web pages of the Store.

§ 3 · Website content is not an offer

The contents presented on the Store's web pages, in particular announcements, advertisements, pricelists and other information, are not a commercial offer within the meaning of Sections 66 and 66¹ of the Polish Civil Code, or of respective provisions of law of any country other than the Republic of Poland in the event that any such law of such other country should apply to the agreement between the Seller and the Customer, but an invitation to tender.

§ 4 · Prices and additional charges

1. Prices of the goods offered by the Store are expressed in EUR or in US dollars. For Consumers, the prices shall be quoted in gross amounts (including VAT) in EUR, while for entrepreneurs, once granted such status by the Store, the prices shall be quoted in net amounts in US dollars. The Seller may modify the range of goods offered by the Store, the prices of goods, as well as carry out and cancel promotional campaigns. Such changes shall not affect any contracts on sale of any particular goods already concluded with Customers.
2. The prices of goods quoted by the Store are exclusive of shipping and payment service charges.

§ 5 · Registration and acceptance of the terms

1. Making a purchase from the Store is possible upon prior registration and creating an Account with the Store. The Store registration procedure is described in part III of these Terms of Use.
2. Creation of Account with the Store is tantamount to acceptance of these Terms of Use, which is confirmed by a respective statement made by the person wishing to create an Account with the Store while completing the registration form.

§ 6 · Where orders are fulfilled

The Store executes orders on the territory of the Republic of Poland and other countries. However, these Terms of Use govern execution of orders exclusively for Customers from

countries other than the Republic of Poland. Applicable to Customers from the Republic of Poland are separate Terms of Use published on the Store's website at www.jeepchryslerparts.pl.

§ 7 · Technical requirements

In order to use the Store, no specific technical conditions need to be met by the computer or another device of the Customer. It is sufficient for the Customer to have the following: the Internet access, an e-mail address, as well as a standard operating system and a web browser.

III. Creating an Account with the Store.

§ 8 · Who can open an account

An Account with the Store can be created by: natural persons (individuals) having full capacity for legal actions (that is persons of legal age, not legally incapacitated, or persons who are considered to have come of legal age by entering into marriage), legal entities or organizational units without legal personality to which the law grants legal capacity.

§ 9 · Registering an account

1. A person wishing to enter with the Seller into an agreement on creation of Account with the Store should click the tab "logging and registration" located in the upper part of each of the web pages of the Store. The form to be found thereat constitutes the Seller's offer for the future Customer as regards entering into an agreement on creation of Account with the Store.
2. Next, they must complete the aforesaid form stating the following data: e-mail address, Account password, forename, surname, telephone number, home address or business address, and in case of persons operating business enterprises – also the EU VAT registration number or (as regards entrepreneurs from outside the European Union) a proper tax identification number, and the name of the enterprise. The e-mail address and password so provided will be required to log into the Account upon its creation.
3. It is forbidden to add any illegal contents in the form.
4. In order to send the form and complete the procedure of registration with the Store, it is mandatory to accept the Terms of Use, the Privacy Policy and to grant consent to processing of personal data for purposes connected with proper provision of the services covered by these Terms of Use. Granting of consent to processing of personal data for marketing purposes and to being sent commercial information is voluntary and is not required to enter into an agreement on creation of Account with the Store.

5. Clicking the “Register!” button results in sending the registration form and is tantamount to accepting the Seller’s offer. As of this moment, the Seller and the person who completed the registration form have entered into an agreement on creation of Account with the Store.
6. Upon entering into the agreement as per the above paragraph, the Seller sends to the Customer, at the e-mail address provided by the Customer, a message confirming creation of the Account with the Store. Enclosed with such message for the Customer’s records shall be the Terms of Use and the Privacy Policy.
7. The Seller shall be liable for the non-compliance of the digital service on the basis of applicable laws.
8. The Seller may change the digital service for the reasons indicated below:
 1. introduction of new services by the Seller, thematically related to the subject matter of the Store,
 2. expansion of the Store's capabilities,
 3. changes in the law that make it necessary to adjust the provisions of the Regulations to them, such as, in particular, changes in the provisions on: consumer protection, provision of electronic services, protection of personal data.
9. The introduction of the change described in the paragraph above will not involve any costs on the part of the Customer. If such a change materially and adversely affects the Customer's access to or use of digital content or digital service, the Seller shall inform the Customer well in advance on a durable medium about the characteristics and timing of the change and the right to terminate the agreement without notice within 30 days from the date of the change or the notification of the change, if the notification was later than the change.

§ 10 · Keeping login details safe

The Customer should carefully store their data used to log into the Store, so that no unauthorized person can gain access to such data.

IV. Placing and acceptance of an order.

§ 11 · Placing orders

1. Sale of goods takes place on the basis of orders placed via the Account.
2. An order may be placed via one’s Account 7 days per week, 24 hours per day.

§ 12 · Shopping cart and concluding the contract

1. In order to conclude a sales contract with the Seller, the Customer selects goods at the Store by entering the tab “Products catalogue” and clicking the “Add to cart” icon located next to the article selected by the Customer. Goods displayed in the cart are not ordered yet and the Customer may add further goods to the cart, remove any goods displayed therein or refrain from the purchase altogether.
2. After adding goods to the cart, the Customer may change the quantity of the goods they want to purchase from the Store by changing the contents of the respective box in the cart.
3. After adding to the cart all goods which the Customer wants to order, the Customer should click the “Proceed to checkout” button and then select the method of payment and shipping as per the paragraph below. After selecting the method of shipping and payment, information on the selected method of shipping and payment, as well as the expected cost of the same, will be displayed under the cart. At the same time, the total amount payable will be updated by adding the expected payment for the selected method of payment and shipping. In the box below, one should enter the shipping address (if different from the one stated in the Account data) and any possible comments. It is forbidden to make any comments with illegal contents.
4. The costs of shipping quoted as per the above paragraph are only expected costs of shipping. Due to the fact that in case of deliveries made to some places in the world, courier services operators charge higher, non-standard fees, the Seller is unable to quote already at this stage the final shipping costs. Due to the above, if the final shipping cost should differ from the cost quoted as per the above paragraph, the provisions of paragraph 9 of this Section shall apply.
5. The goods displayed in the cart, together with their quantity and prices, as well as the selected method of shipping and payment together with the cost of the same, constitute an invitation extended by the Seller to the Customer to make an offer of purchase of these goods.
6. At this stage of order placement, the Customer should also verify its correctness and confirm it by clicking the “Order” button. Clicking the “Order” button results in the Customer’s placing of the order of purchase of the goods displayed in the cart with the Seller.
7. After the order is placed, information will be displayed confirming reception of the order by the Seller, which results in the Customer being bound by the offer.
8. Subsequently, the Seller will confirm acceptance of the offer made by the Customer by way of an e-mail message sent to the e-mail address provided by the Customer in the Account. Upon the above message being sent to the Customer’s electronic means of communication in such a way that the Customer has been able to acquaint themselves with

the contents of such e-mail message, sales contract between the Seller and the Customer is effectively concluded.

9. In the event that the final costs of shipping of the goods selected by the Customer should differ from the cost quoted as per paragraph 3 of this Section, the Seller shall notify the same to the Customer by an e-mail message, quoting the amount of the final costs of shipping. Such e-mail message constitutes the Seller's offer for the Customer. If the Customer accepts the costs of shipping of the ordered goods as quoted in such e-mail message, sales contract between the Seller and the Customer is effectively concluded. If the Customer does not accept the Seller's offer, the contract is not concluded.

10. Where the sales contract is not concluded due to lack of acceptance of the other party's offer, and the Customer has previously paid the price of the future sale, the Seller shall promptly refund the same to the Customer. Where the contract is concluded as per paragraph 9 of this Section and the price of the contract has possibly been previously by the Customer, account concerning any overpayment or underpayment shall be promptly settled.

§ 13 · Payment and delivery methods

1. The Customer selects the method of payment and shipping of the goods. The following methods of payment are available: advance transfer to the Seller's account, cash on delivery, cash on collection; the Seller may also introduce payment by credit card and instant electronic transfer. The following methods of shipping are available to the Customer: collection, courier service delivery, parcel sent via the Polish Post Office; the Seller may also introduce delivery via pick-up machines (*paczkomat*).

2. Costs connected with making of the payment, in particular bank charges imposed on foreign transfers, and the shipping costs are borne by the Customer; however, the Seller may set a specific threshold value of a purchase and if the same is exceeded by the Customer, the Seller will bear the costs of shipment or of the payment.

3. Information on the methods of payment and delivery of goods and their costs are available in the "Shipping and payment" subpage.

§ 14 · Sales document

Enclosed with the order shall be a sales document issued in accordance with the provisions of tax law.

§ 15 · When order processing starts

The Seller will proceed to execute the order:

- where the selected payment method is transfer to bank account – upon the respective amount being credited to the Seller's bank account,

- where the selected payment method is payment by credit card or instant electronic transfer – upon reception of notification from the operator's system on the payment having been made,
- where the selected payment method is cash on delivery or cash on collection – upon conclusion of the sales contract.

IV. Account.

§ 16 · Checking your order status

The Customer may check the status of their order upon logging into their Account.

§ 17 · Updating your account details

Upon logging into their Account, the Customer may also update their data provided while creating the Account.

V. Returns and complaints.

§ 18 · Withdrawal from the contract

1. If the Customer is a Consumer or Sole Trader, they are entitled to withdraw from the sales contract concluded with the Seller within 14 days of reception of the shipment, without stating the reason. The withdrawal period will expire after 14 days from the day on which the Customer acquires, or a third party other than the carrier and indicated by the Customer acquires, physical possession of the goods. In the case of a contract relating to delivery of a good consisting of multiple lots or pieces, the withdrawal period will expire after 14 days from the day on which the Customer acquires, or a third party other than the carrier and indicated by the Customer acquires, physical possession of the last lot or piece.
2. To exercise the right of withdrawal, the Customer must inform the Seller of his/her decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail).
3. The Customer may use the attached model withdrawal form, but it is not obligatory.
4. To meet the withdrawal deadline, it is sufficient for the Customer to send his/her communication concerning his/her exercise of the right of withdrawal before the withdrawal period has expired.
5. The Customer is not entitled to the right of withdrawal in respect of contracts as regards the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items.

6. If the Customer withdraws from the contract, the Seller shall reimburse all payments received from the Customer, including the costs of delivery (with the exception of the supplementary costs resulting from the Customer's choice of a type of delivery other than the least expensive type of standard delivery offered by the Seller), without undue delay and in any event not later than 14 days from the day on which the Seller is informed about the Customer's decision to withdraw from the contract. The Seller will carry out such reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of such reimbursement.
7. The Seller may withhold payment until it receives the goods or it obtains a proof of that the goods were sent – depending on which of these events occurs earlier.
8. The Customer shall send back the goods or hand them over to the Seller without undue delay and in any event not later than 14 days from the day on which the Customer communicated his/her withdrawal from the contract to the Seller. The deadline is met if the Customer sends back the goods before the period of 14 days has expired.
9. The Customer will have to bear the direct cost of returning the goods.
10. The Customer is only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

§ 19 - Complaints

1. The Seller is liable for the non-conformity of the goods with the contract.
2. If the Customer is a Consumer or a Sole Trader, Complaints may be filed in writing at the address of the Seller stated in § 1 par. a or by e-mail at the following e-mail address: shop@jeepchryslerparts.eu, or by telephone, or in other forms.
3. A complaint should contain the Customer's data, order number (or other identifying data of the order) and description of the event constituting grounds for the complaint.
4. Complaints are resolved within 14 days of reception of the same by the Seller.
5. Pursuant to Article 558 § 1 of the Polish Civil Code, when the goods are sold to a Customer who is not a Consumer or Sole Trader, the Seller's liability under the warranty is excluded.

VII. Duration of the agreement on creation of Account.

§ 20 · Term of the account agreement

The agreement with the Customer on creation of Account with the Store is concluded for an indefinite period of time.

§ 21 · Terminating the account agreement

1. The Customer may at any time terminate the agreement on creation of Account with the Store by sending the termination notice to the Seller's address stated in § 1 par. a, by e-mail to the e-mail address shop@jeepchryslerparts.eu or in another form. The agreement shall be terminated upon reception of the termination notice by the Seller.
2. The Seller may terminate the agreement with the Customer on creation of Account with the Store exclusively in the following cases:
 - a. the Seller ceases to operate the Website,
 - b. the Customer has provided illegal information in the registration form or during purchase of goods.

In such case, the agreement with the Customer on creation of Account with the Store shall terminate with one week's notice.

VIII. Amendments to the Regulations

General information

1. The Seller has the right to unilaterally amend the Terms of Use, in particular in the following situations:
 1. introduction of new services, related to the Store,
 1. change of technical requirements necessary to use the Store,
 2. changes in delivery or payment methods, or payment or delivery terms,
 1. modification of the shopping path,
 2. changes in laws that make it necessary to adjust the provisions of the Terms of Use to them, such as, in particular, changes in the laws on: consumer protection, provision of electronic services, protection of personal data, in the event of the occurrence of this reason, the Terms of Use may be amended to the extent necessary to adapt its content to the new legal requirements.
1. In the event of the occurrence of one of the above-mentioned reasons, the Seller shall send to the Customers, to the e-mail addresses provided by them in the Store,

information about the planned change to the Terms of Use, together with the content of the new Terms of Use. The information will be sent to the Customers at least 14 days before the effective date of the planned changes.

2. A Customer who does not accept the planned changes may terminate the agreement for creating an Account on the terms indicated in the provision of § 21 point 1 of the Terms of Use. If the Customer does not terminate the agreement for creating an Account before the date of entry into force of the new version of the Terms of Use, then the new version of the Terms of Use becomes binding for the Customer on the date indicated as the effective date of the new version of the Terms of Use.

IX. Final provisions.

§ 22 · Headings for reference only

All and any headings used in these Terms of Use are for ease of reference only.

§ 23 · Governing law and final provisions

1. In matters not governed by these Terms of Use, provisions of Polish law shall apply.
2. The provision of the above paragraph shall not apply where the Customer is a Consumer and pursuant to provisions of law, in particular the EU law, selection of the Polish law is not permissible. In such case, the applicable law shall be that of a country other than the Republic of Poland which is proper pursuant to the provisions referred to in the first sentence of this paragraph.

§ 2A. MAXIMUM ORDER PROCESSING TIME

The maximum order processing time is 5 business days. The period is counted from the moment processing begins (payment credited to our account, confirmation received from the payment operator, or conclusion of the sales agreement — depending on the payment method chosen).

Order processing means picking the goods and handing the parcel over to the carrier. The delivery time shown for the selected shipping method is counted separately, from the moment the parcel is dispatched.