



## **GENERAL TERMS AND CONDITIONS OF SALE**

Subject of this document are general rules applying to sales agreements made by Auto Partner S.A. based in Bieruń, ul. Ekonomiczna 20, 43-150 Bieruń, NIP: 6340011017, entered by the District Court Katowice-Wschód, 8th Commercial Division of the National Court Register in the National Court Register under the number KRS 0000291327.

### **I. GENERAL PROVISIONS AND DEFINITIONS**

#### **Article 1**

1. These General Terms and Conditions of Sale (hereinafter referred to as GTCS) shall apply to all agreements for the sale of goods concluded by Auto Partner S.A. as a Seller.
2. Auto Partner S.A. has the status of a large entrepreneur within the meaning of Article 4c of the Act of 08 March 2013 on counteracting excessive delays in commercial transactions.
3. General terms and Conditions are binding upon the Buyer when its content is made available to the Buyer prior to the conclusion of an agreement for the sale of goods. GTCS are available to the Buyer prior to the conclusion of an agreement in writing at the registered office of Auto Partner S.A. in Bieruń at Ekonomiczna 20 Street, on the Company's website at <https://autopartner.com> and after logging into the Company's Online Catalogue, which is equivalent to making them available to the Buyer prior to the conclusion of an agreement.
4. It is unacceptable for the Buyer to plead ignorance of these Terms and Conditions after the conclusion of the agreement.
5. Placing an order is equivalent to accepting these GTCS. These GTCS are contractual regulations binding the Parties within the scope of sales, returns and complaints of goods. The Parties exclude the use of other agreement templates (general terms and conditions of sale, agreement templates, regulations, etc.) used or agreed upon by the Buyer.
6. The provisions contained in these GTCS may be amended only in a written form under pain of invalidity. Conclusion of a separate sales agreement excludes application of these GTCS only in the scope regulated in it in a different way.

7. Any amendments to GTCS proposed by the Buyer when placing an order require written consent of the Seller. Different arrangements between the Parties agreed and confirmed in writing have priority over the provisions of GTCS.

8. The Buyer declares that he concludes a sales agreement with the Seller, which agreement is directly related to his business activity, for which the agreement due to its content has a professional nature.

## Article 2

The following terms used in the further part of these General Terms and Conditions of Sale shall mean:

- **Seller:** Auto Partner S.A. Based in Bieruń, ul. Ekonomiczna 20;
- **Buyer:** Entrepreneur who purchases Goods from the Seller;
- **Entrepreneur:** a legal person or an organizational unit without legal personality or a natural person conducting business activity and performing a legal transaction with the Seller (purchasing Goods from the Seller or using services provided by the Seller) for purposes directly related to his/her business, commercial or professional activity;
- **Parties:** the Seller and the Buyer;
- **GTCS:** these "General Terms and Conditions of Sales agreements executed by Auto Partner S.A. based in Bieruń";
- **Goods:** commercial goods sold by Auto Partner S.A. under an agreement with a Buyer.
- **Online Catalogues:** parts catalogues available at: [www.apcat.eu](http://www.apcat.eu) [www.apnext.eu](http://www.apnext.eu) [www.apwebkat.eu](http://www.apwebkat.eu) and through the APCAT mobile app.
- **e-Invoice:** structured invoice issued within Polish National e-Invoicing System documented executed sales transaction of Goods.

## II. CONCLUSION OF THE SALES AGREEMENT

### Article 3

1. To conclude a sales agreement between the Parties comes through placing an order by the Buyer and its confirmation by the Seller.

2. Buyer's order should include the following details: a. name of the Buyer - with indication of the exact address,

b. EU NIP number or equivalent, if assigned to the Buyer,

c. identification of the indicated goods by trade name or alphanumeric symbol from the offer,

d. quantity of ordered goods,

e. date, place and conditions of delivery/acceptance of goods.

3. Orders for Goods can be placed by the Buyer via the Online Catalogue, which is made available by the Seller.

4. The Seller is obliged to confirm or reject a placed order within 24 hours of receiving it. If an order is sent through the Seller's Online Catalogue, confirmation is obtained immediately by confirming the order by email.

5. In the case of sales under a promotional campaign or sales of goods, the quantity of which is limited, order confirmation and its implementation depends on the availability of ordered goods and the order of receipt of orders. If the number of goods covered by the promotion or sale is exhausted, the Seller has the right to cancel the order.

6. The Seller undertakes to deliver the Goods in accordance with confirmed orders.
7. The sale is documented by a VAT invoice (e-Invoice issued within Polish National e-Invoicing System). Electronic invoice (e-Invoice) will be delivered to the Buyer as an visualization (pdf format with QR codes) in the way of its uploading to Buyer's dedicated account in Seller's Online Catalogues (using which the order subject to invoicing was submitted).
8. In case of breakdown of Polish National e-Invoicing System, electronic invoice in pdf format will be delivered instead of e-Invoice.

### **III. ONLINE CATALOGUE**

#### **Article 4**

1. The use of the Online Catalogue is possible only after prior acceptance of these GTCS and the Privacy Policy. Both documents are displayed when the customer first logs into the Online Catalogue. The Online Catalogue requires document confirmation to proceed to the parts catalogue.
2. The Online Catalogue provided by Seller is not an online store.
3. The online catalogs are made available to Entrepreneurs whose predominant business activity is the repair and maintenance of motor vehicles, motorcycle repair, the sale of automotive and motorcycle parts/accessories, the sale of automotive chemicals, and the supply of automotive workshop equipment.
4. It is prohibited to share the login and password for internet catalogues with third parties. In the event of accidental disclosure of the login and password to a third party, or suspicion of such disclosure, the Seller must be informed immediately.
5. The Customer using the Online Catalogue has the ability to place orders for products from the Vendor's offer and use the functionality that is offered to the Customer in all solutions as part of the application.
6. Adding a product to the cart does not reserve it in the Seller's system. A shopping cart must be submitted to reserve a product.
7. An order sent by the Online Catalogue is not equivalent to the conclusion of a sales agreement between the Parties. To conclude the agreement it is necessary to confirm the order by the Seller. The Customer can check the status of the order in the Catalogue.
8. Orders placed via the Online Catalogue are executed by the Seller without undue delay.
9. The order completion date given in the Online Catalogue is only an illustrative information, intended to determine the expected delivery date of the ordered goods. Fulfilment of an order at a later date than that specified when placing the order does not constitute a delay in performance of the Seller's obligation and does not give rise to his liability to the Buyer.
10. The data contained in the Online Catalogue regarding the possible use of the goods are for illustrative purposes only and do not constitute an assurance within the meaning of Article 5561 Section 1 point 2) of the Civil Code.
11. It is the Buyer's responsibility to examine the goods for possible use and compatibility with other equipment.

12. The Buyer is obliged to acknowledge receipt of e-invoices, correction invoices and receipt of goods in the Online Catalogue within 4 days from the date of issuance of the invoice, correction invoice or release of goods. In case of lack of confirmation, the Seller has the right to block the possibility of placing orders by this Buyer.

#### **IV. RISK TRANSFER**

##### **Article 5**

In the case of shipment of goods by the Seller or a carrier designated by the Seller, risk of accidental loss of or damage to the Goods passes to the Buyer at the time of leaving the Goods at the disposal of the Buyer in the place designated by him at the time of order. If delivery is made by Buyer personally or by a carrier selected by Buyer, risk of accidental loss of or damage to the Goods shall pass to Buyer upon delivery of the Goods to Buyer or assignment of the Goods to Buyer's carrier.

#### **V. PRICE AND PAYMENT**

##### **Article 6**

1. Prices quoted by the Seller are net prices to which value added tax will be added at rates applicable on the date of e-invoice or gross prices depending on the nature of the transaction.

2. Goods, depending on the type of transaction, are sold to the Buyer at the gross price or at the net price resulting from the Seller's price list plus applicable VAT, in force on the date of the order. The current price list is available in the Seller's Online Catalogue.

3. In the case of purchase by the Buyer of a full-value product after regeneration, the Buyer returns to the Seller the same type of regeneration cartridge (in the packaging in which it purchased the goods from the Seller). Buyer shall pay for the new remanufactured goods the price including the remanufacturing fee. If the regeneration cartridge provided by Buyer meets the requirements specified by Seller, Seller shall refund the regeneration fee to Buyer.

4. The Buyer is obliged to pay the amount due for the sale of goods within the time limit specified in each e-invoice to the Seller's bank account indicated on the e-invoice.

5. The date of payment shall be the date on which the payment is credited to the Seller's bank account indicated on the e-invoice.

6. If the Buyer is obliged to pay amounts due under several e-invoices, the Seller may indicate the debt on account of which the Buyer's performance will be credited. The Seller shall set off the debt first against the debt that is due, and if several debts are due - against the debt that is due earliest. The application of the provision of Article 451 of the Civil Code is excluded.

7. Any overpayments on Buyer's account will be credited against future due amounts or refunded upon Buyer's written or electronic request including the bank account number to which the refund is to be made.

#### **VI. DELIVERY, TRANSPORT COST**

##### **Article 7**

1. Delivery of Goods is carried out by the Seller on its own or through third party carriers. Delivery of the Goods in a manner other than specified above is possible only in the case of individual arrangements between the Parties, including the Parties may agree that the Goods shall be collected from the Seller's warehouse by the Buyer or with the Buyer's own transport or with the Buyer's carrier.

2. The date of delivery shall be the date on which the goods are made available to the Buyer at the place indicated by the Buyer, regardless of the manner of delivery. When the goods are left at the Buyer's disposal at the place indicated by the Buyer, the delivery shall be deemed to have been made, without the need for personal collection by the Buyer or an employee authorized by the Buyer.
3. Costs related to delivery of the Goods result from arrangements between the Parties, the method of delivery chosen by the Buyer and agreements concluded with the Buyer. If the Buyer places an order through the Online Catalogue, delivery costs will be added to the order value.
4. Delivery of dangerous, flammable, poisonous or other goods requiring special transport and supervision shall be executed in accordance with the requirements provided for the transport of such goods, including may require personal collection by the Buyer from the Seller's warehouse or at a place indicated by the Buyer.
5. If the Buyer or a person receives the shipment on his behalf at the address indicated in the order from the carrier, they are required to confirm receipt of the order with their signature and company stamp (if the Buyer has such stamp). Under these GTCS, it is understood that any person active at the delivery address is the person authorized to receive the order.
6. If the person authorized to pick up the order refuses to do so, pursuant to paragraph 5, the order shall be returned to the Seller's warehouse and the Buyer shall be obliged to pick it up himself. Re-attempted delivery will be made only with the Seller's consent. In case of repeated failure to collect an order, the Seller has the right to block the possibility of placing orders by this Buyer.
7. The Seller undertakes that the Goods delivered to the Buyer shall comply with quality conditions consistent with applicable certificates and standards.
8. The Seller, after prior notification to the Buyer of deficiencies in the order, has the right to implement the order in part. The Buyer, in the situation described above, has the right to withdraw from the order.

## **VII. RECEIPT OF GOODS AND THEIR CHARACTERISTICS**

### **Article 8**

1. During acceptance of the Goods, the Buyer is obliged to immediately check if the delivered goods conform with the order, as well as if the quantity and/or number of delivered packages of the Goods correspond to the quantity ordered at the moment of their acceptance from the carrier. In case of revealing any defects, the Buyer is obliged to immediately notify the Seller of this fact under pain of losing any claims on this account.
2. The Buyer shall be obliged to examine the Goods within 24 hours of their receipt, including in particular: the state of shipment and quality, and notify the Seller of visible quality defects of the Goods. Failure to make reservations by the Customer upon receipt of the Goods and failure to notify the Seller of visible defects in quality of the Goods, in a manner as specified above, is equivalent to confirmation of compliance of the Goods with the order and their completeness
3. In the event of later discovery of defects in the Goods, the Buyer is obliged to immediately notify the Seller in writing and file a complaint.

## **VIII. TERMS OF RETURN**

### **Article 9**

1. Buyer may return the goods under the terms of this paragraph.

2. The Goods may be returned with the Seller's consent via the Online Catalogue, the address of which the Seller makes available to the Buyer on its website <https://autopartner.com>. All fields on the return form must be completed correctly. Failure to complete or errors may lengthen the return process or prevent it altogether.

3. Return of Goods is possible within 30 days from the date of taking possession of them by the Buyer.

4. A fee is charged for the return according to the following criteria:

- for returns within 14 days of receipt of goods, the full amount of the purchased goods will be refunded,
- for returns within 15-30 days of receipt of goods, the amount refunded is reduced by 20% of the net value of the goods.

5. The goods are returned complete in the original packaging, unused, undamaged, without signs of use. In any case, the Seller may refuse to accept a return if the condition of the goods or the condition of their packaging prevents the goods from being sold as new.

6. Refunds are not available for:

- a. goods that are electronic or electrical parts or their components,
- b. fluids, oils, car care products, batteries,
- c. goods which, after delivery to the Buyer, by their nature are inseparable from other things,
- d. goods, which are imported on the individual order of the Buyer,
- e. goods individually tailored to the needs of the Buyer,
- f. goods delivered in sealed packaging in which the seal has been broken after opening by the Buyer,
- g. goods that lose their properties or characteristics after opening their factory packaging and cannot be sold as new goods,
- h. goods that are digital content, including computer programs that are not stored on a tangible medium.
- i. other goods that have been designated as non-returnable goods, which Seller informs Buyer of through the Catalogues.

7. Goods purchased as part of a promotional campaign, the terms of which preclude the possibility of return or exchange of goods, as well as goods, the purchase of which was associated with obtaining benefits in the form of discounts or prizes by the Buyer, are also not subject to return. The regulations of promotional campaigns may introduce special provisions in this regard, and in particular allow the return of goods under special conditions.

8. The Seller shall be deemed to have accepted the return of the goods if, within 14 days from the date of acceptance of the return at the head office, the Seller does not object to the return. In the event that the Seller does not accept the return of goods, the Buyer is obliged to collect the goods themselves.

9. The Seller shall issue a corrective invoice to the Buyer upon completion of the return process, no later than 30 days after acceptance of the return at headquarters.

10. Goods are returned by refunding the price of the purchased goods, subject to paragraph 4, to the Buyer using the same method of payment used by the Buyer, unless the Buyer has agreed to a different

method of return that does not involve any costs to him. If goods are purchased with payment vouchers, the price is refunded only to the payment voucher.

11. For Buyers outside the EU: the Buyer is obliged to return the Goods to the Seller on his own expense. He is also responsible for import/export clearance to Poland resulting from it and for all duties, expenses and related costs.

## **IX. COMPLAINTS**

### **Article 10**

1. All complaints should be reported to Auto Partner S.A. immediately after discovering a defect in the goods. In any case, the request must be made by means of a claim protocol available in the Online Catalogue.

2. All fields of the complaint protocol must be completed with a detailed description of the defective goods. Failure to fill in any of the fields may lengthen the time needed to process the complaint or make it impossible altogether.

3. The Buyer is obliged to check the goods immediately upon receipt and report any discrepancies: mechanical damage, run-out, broken seals, etc., in accordance with the points as above.

4. The complaint must be properly protected for shipment and after the detection of a defect, properly stored (e.g. against the harmful effects of external factors: moisture, pollution).

5. Lodging a complaint and its verification may require interference with the goods, which is tantamount to authorizing the Seller to make such interference. The interference referred to above may affect the functionality and substance of the goods in whole or in part if required by the verification process, including causing damage to the goods.

6. Upon completion of the complaint process, the Seller shall inform the Buyer about the result of the complaint. In case of non-recognition it will issue an appropriate letter of explanation, and in case of recognition it will settle it in accordance with the provisions of the Civil Code. Goods that are the basis of an unrecognised complaint will be returned to the Buyer.

7. If the complaint is accepted, it will be settled as soon as possible, but within a period not exceeding 30 days (exchange of goods, repair, correction).

8. Lodging a complaint shall not release the Buyer from the obligation of timely payment for the delivered goods or a part thereof.

9. In matters relating to the Seller's liability for defects of the goods sold and the time limits for handling complaints, the provisions of the Civil Code on warranty for physical and legal defects shall apply accordingly, subject to the provisions of this agreement.

10. In the case of settlement of an accepted claim with an adjusted invoice, the Seller shall issue an adjusted invoice to the Buyer, no later than 30 days from the date of acceptance of the claim.

11. For Buyers outside the EU: the Buyer is obliged to send the complaint to the Seller on his own expense, and for any import/export duties resulting from it.

## **X. ACTIVE RECIPIENT ACCOUNT MAINTENANCE FEE**

### **Article 11**

1. Auto Partner S.A. shall charge a monthly fee for maintaining an active customer account, hereinafter referred to as the "Fee". The fee is charged separately for each consecutive payee account, even if the customer has several payee numbers assigned to one payer number.

2. The fee shall be charged in full, even in the case where the payee account has been active for less than one month.
3. The amount of the fee depends on the amount of turnover assigned to the payee account in question, for the month to which the fee applies, according to the following thresholds:
  - for turnover up to 4,999.99 EUR net - the fee is 199 EUR net;
  - for turnovers from 5,000.00 EUR net to 9,999.99 EUR net - the fee is 99 EUR net;
  - for turnover of 10,000 EUR net and more, the fee is 1 EUR net.

## **Article 12**

By accepting these GTCS, the Buyer agrees to processing of his Personal Data by the Seller, in connection with execution of sale agreements of goods offered by the Seller.

## **Article 13**

1. The law applicable to these GTCS is the Polish law. In particular, Polish law shall apply to all contracts covered by these General Terms and Conditions.
2. The Parties will seek to amicably resolve any disputes arising in connection with the performance of the agreements covered by these Terms.
3. If an amicable solution cannot be reached, the dispute shall be resolved by the Polish common court of law competent for the place of the Seller's registered office.
4. In matters not regulated by these General Terms and Conditions of Sale, the provisions of Polish law shall apply.

## **XI. SANCTIONS CLAUSES**

### **Article 14**

1. For the purposes of this paragraph, the following terms shall have the meanings assigned to them below:

- a) Sanctions Regulations – legal provisions, regulations, embargoes, decisions, implementing acts and other instruments related to sanctions, applicable to the activities of the Parties to the agreement or their subsidiaries, parent entities, or entities otherwise linked by personal, capital or organizational ties, adopted, enacted, imposed or enforced by the relevant Sanctioning Authorities;
- b) Sanctioning Authorities – government bodies or international organizations and their relevant institutions and agencies, as well as other entities of a similar nature, including authorities acting on their behalf in connection with the Sanctions Regulations;
- c) Sanctions List – lists of individuals or entities subject to restrictions, published on behalf of the Sanctioning Authorities;
- d) Sanctioned Entity – an entity listed on a Sanctions List, or residing, having its registered office, or principal place of business in a country subject to the Sanctions Regulations, or established under the laws of a country subject to the Sanctions Regulations, or directly or indirectly owned or controlled by entities as specified above.

2. Each Party represents that, as at the date of conclusion of the sales agreement, the Party itself, as well as its ultimate beneficial owner, subsidiaries, entities otherwise linked by personal, capital or organizational ties, and members of their governing bodies, comply with the Sanctions Regulations and are not Sanctioned Entities.



3. Each Party undertakes and represents that, as at the date of conclusion of the sales agreement:
- a) it conducts and will continue to conduct its activities in compliance with the Sanctions Regulations;
  - b) it will not make financial resources or economic resources available, directly or indirectly, to Sanctioned Entities, nor for their benefit, and that such funds and resources will not be used to benefit a Sanctioned Entity to the extent that such action is prohibited under the Sanctions Regulations
4. The Buyer represents that any entitlement it has to receive performance from Auto Partner S.A. will not, knowingly and intentionally, be made directly or indirectly available to any entity subject to Sanctions, nor will it be used to benefit any entity subject to the above-mentioned restrictions, to the extent that such action is prohibited under the relevant regulations.
5. In the event that a Party, or its subsidiary, parent entity, or any entity otherwise linked by personal, capital or organizational ties, or any member of their governing bodies, becomes a Sanctioned Entity or breaches any of the obligations specified in paragraph 3—resulting in the inability to continue cooperation—the other Party shall refrain from any actions that would breach the Sanctions Regulations. In the situation described in this paragraph, the other Party shall have the right to terminate cooperation with immediate effect, and the affected Party shall not be entitled to pursue any claims in this respect.
6. The Buyer shall compensate Auto Partner S.A. for any damage arising from its actions or omissions in connection with the non-performance or improper performance of the obligations referred to in this paragraph.

## **PRIVACY POLICY**

The purpose of this policy is to provide information on what data and how they are processed as part of the processes related to the functioning of the Website, as well as who to contact in case of any related issues. If you need additional information, we encourage you to contact us:

- electronically:

- a. in matters of data protection: to the e-mail address: [dpo@autopartner.com](mailto:dpo@autopartner.com)

- b. in technical matters related to the functioning of the website at: [katalogi@autopartner.com](mailto:katalogi@autopartner.com)

- by correspondence:

Auto Partner S.A. ul. Ekonomiczna 20, 43-150 Bieruń

By visiting the Website and viewing its content, you accept the regulations set forth in this Privacy Policy.

AUTO PARTNER S.A. takes appropriate measures to ensure the security of your Personal Data

## **BASIC TERMS:**

**User** - any natural person using the Website or services available through the Website;

**Personal Data** - is any information about a directly or indirectly identified or identifiable natural person, an identifiable natural person is one who can be identified, directly or indirectly, in particular

by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the natural person.

**GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC

**Website** - a term, which for the purposes of this Policy refers to Internet services offered by Auto Partner S.A., the main purpose of which is to enable access to an electronic catalogue and sending orders to Auto Partner S.A.

**The sites are available at the following domains: [www.apcat.eu](http://www.apcat.eu);**

## **PERSONAL DATA PROTECTION**

### **PERSONAL DATA CONTROLLER**

The CONTROLLER, i.e. the entity that decides about purposes and means of Personal Data processing is AUTO PARTNER SPÓŁKA AKCYJNA with its registered office in Bieruń, ul. Ekonomiczna 20, 43-150 Bieruń entered in the Register of Entrepreneurs kept by the District Court Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register under the KRS: 0000291327, NIP: 634 001 10 17, REGON 276249079, share capital: PLN 13,062,000.

### **THE SCOPE OF PERSONAL DATA PROCESSED**

- **WEBSITE USAGE - DATA COLLECTED BY WEBSITE AND MOBILE DEVICES**

In relation to Users visiting the website solely for information purposes, data sent by the User's browser are collected, i.e. such data which are necessary for technical reasons to display the website and to ensure its stable and secure operation.

In the above case, data may also be collected for the development and improvement of the Website and its adaptation to the needs of Users. This may include data on how many Users have visited the Website, how they got there and what topics or products they were interested in.

The data collected may include, but is not limited to, IP address, parameters of the software and hardware used by the User, pages viewed, mobile device identification number, and other device and system usage data.

AUTO PARTNER S.A. uses cookies to provide services, to adapt the Website to Users' individual preferences and for statistical and advertising purposes. The User can disable this mechanism in the browser settings. By using the Website without changing the browser settings, the User consents to the storage of cookies in the memory of the User's device.

- **NEWSLETTER SUBSCRIPTION & MARKETING MATERIALS**

AUTO PARTNER S.A. processes Users' Personal Data for the purpose of sending newsletters and/or other marketing materials regarding products and services offered by AUTO PARTNER S.A. as well as by entities cooperating with AUTO PARTNER S.A.

As part of this process related to sending newsletters and/or other marketing materials, Auto Partner S.A. processes Personal Data, including first and last name, e-mail address, phone number.

Providing Personal Data is voluntary, but without providing it, it will not be possible to send newsletters and/or other marketing materials by Auto Partner S.A.

The User can unsubscribe from the newsletter at any time, e.g. by submitting the relevant information via the contact form or by clicking on the relevant link in the newsletter message.

- ACCOUNT AND PROFILE DATA

Creating an account on the Website requires contacting a branch or sales representative at Auto Partner S.A.

In order to create an account and to log the User in the Website, Auto Partner S.A. processes Personal Data, including in particular: name and surname, e-mail address, contact data, Internet ID, identification number, in particular NIP and REGON numbers. In order to facilitate service, the User may provide additional data, thereby consenting to its processing.

Logging into the Website is done by entering the customer number and password. Auto Partner S.A. processes the aforementioned data solely for the purpose of authenticating the User in the Website and enabling the User to use the online store.

The consent for processing of the User's Personal Data is completely voluntary, however, lack of consent makes it impossible to register in the Website.

- WEBSITE PURCHASES AND RELATED ACTIVITIES

In case of purchases made via the Website, AUTO PARTNER S.A. processes the User's Personal Data in order to enable the conclusion and performance of a sales agreement between the User. AUTO PARTNER S.A. The above includes, in particular: preparation and shipment of goods, e-mail or telephone contact with the User, settlement of liabilities and receivables on the part of customers, handling returns and complaints, conducting sales analyses including statistical data and data archiving.

The collected data may include, but is not limited to: name, company name, NIP, e-mail address, telephone number, delivery address, as well as other data indicated or required in the processes related to the conclusion and performance of the agreement.

The consent for processing of the User's Personal Data is completely voluntary, however, lack of consent makes it impossible to make purchases through the Website and to implement them.

- OFFER PERSONALIZATION

In case of using the option of automatic filling in of the customer's data in the offer module, Auto Partner S.A. processes the User's Personal Data solely for the purpose of allowing him/her to use the option of offer personalization.

The collected data may include, but is not limited to: name, company name, e-mail address, telephone number, delivery address, as well as other data indicated by the Users in the form. User data entered in the offer form are not registered or stored by Auto Partner S.A.

Granting consent for processing the User's Personal Data is completely voluntary, however, lack of consent prevents the User from using the option of personalization of offers.

- CONTESTS AND PROMOTIONAL CAMPAIGNS

In case AUTO PARTNER S.A. organizes a competition or a promotional campaign on its Website, AUTO PARTNER S.A. will process Personal Data of Users who take part in the relevant promotion or contest in accordance with applicable law and exclusively for the purposes of the relevant promotion or contest.

The collected data may include, but is not limited to: name, surname, company name, NIP, e-mail address, telephone number, as well as other data indicated or required in the processes related to participation in a contest or promotional action.

Giving your consent to the processing of your Personal Data is completely voluntary, however, lack of consent makes it impossible for you to take part in a given promotional action or contest.

## **LEGAL BASIS**

The data referred to above are processed on the basis of:

- Article 6 (1)(a) of the GDPR - the data subject has consented to the processing of their Personal Data for one or more specified purposes;
- Article 6 (1)(b) of the GDPR - processing is necessary for the performance of an agreement to which the data subject is a party or to take steps at the request of the data subject prior to entering into an agreement, including for the purpose of handling complaints;
- Article 6 (1)(c) of the GDPR - processing is necessary for the purposes of complying with a legal obligation imposed on the administrator - in particular the obligations arising from the Personal Income Tax Act of 26 July 1991 and the Corporate Income Tax Act of 15 February 1992;
- Article 6 (1)(f) of the GDPR - processing is necessary for the purposes of legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of Personal Data, in particular where the data subject is a child - a legitimate interest is the right of AUTO PARTNER S.A. to assert or defend claims or to ensure security of information, persons or property, as well as to improve the quality of offered products and provided services.

## **THE RIGHTS OF DATA SUBJECTS**

AUTO PARTNER S.A. informs that if the processing is based on the User's consent, the User has the right to withdraw his/her consent at any time. Withdrawal of consent does not affect the lawfulness of the processing carried out before its withdrawal.

Apart from the cases specified above, providing Personal Data of the User is voluntary. The User has the right to refuse to provide data, however, this may result in the inability to use certain functionalities of the website.

In connection with the processing of Personal Data, Website Users have the following rights:

- The right to request access to and receive a copy of their data,
- The right to rectify (correct) their Personal Data,
- The right to erase their Personal Data,
- The right to restrict the processing of their Personal Data,
- The right to object to the processing of their Personal Data,
- The right to transfer their Personal Data.

Pursuant to the principles set forth in the content of the GDPR or other regulations on the protection of Personal Data and the cases specified by these regulations, in the situation of recognition that Personal Data is processed in a manner incompatible with the regulations on the protection of Personal Data, the User also has the right to lodge a complaint to the President of the Personal Data Protection Office.

Should there be any doubt as to the above rights, or the possibility or means of exercising them, or in any other matter related to the protection of Personal Data, please contact us:

- electronically: e-mail address: [dpo@autopartner.com](mailto:dpo@autopartner.com)
- by correspondence: Auto Partner S.A. ul. Ekonomiczna 20, 43-150 Bieruń (marked ODO on the envelope).

## **PERSONAL DATA RECIPIENTS**

Users' personal information may be transferred to:

- employees and cooperators of Auto Partner S.A. authorized to process Personal Data,
- entities belonging to the capital group of which AUTO PARTNER S.A. is a member, as part of activities related to AUTO PARTNER S.A. business operations and only in connection with achieving the objectives set out above and pursuant to a relevant agreement;
- authorities or entities authorized by law;
- entities to whom data are made available on the basis of concluded agreements relating to the activities carried out by AUTO PARTNER S.A., to whom AUTO PARTNER S.A. subagreements the performance of activities which require processing of data (processors), e.g.: companies providing IT services, operators of IT systems, operators of payment systems, law firms, entities providing accounting services, auditing companies;
- courier and shipping companies and postal services that will deliver to you the shipments you have ordered;
- distributors, manufacturers or guarantors of the goods in the event of a complaint by the User,
- authorities or entities to whom the data will be disclosed on the basis of the data subject's consent.

## **PERSONAL DATA PROCESSING PERIODS**

Your Personal Data will be processed during the following periods:

- data processed on the basis of consent: until such time as consent is withdrawn. Withdrawal of consent does not affect the lawfulness of the processing carried out before its withdrawal.
- data processed in connection with an agreement to which you or your employer or principal is a party: for the entire duration of the relevant agreement and, after its termination, for the period necessary for the performance of any obligations under the agreement, as well as for the period during which claims may arise in connection with the agreement under the Civil Code, tax law, or other law, or, if appropriate, until you object to our processing of your Personal Data;
- data processed on the basis of legally justified obligations of AUTO PARTNER S.A: within the periods indicated by the relevant provisions of law - adequate to the legal obligation in question.
- data processed for the purpose of AUTO PARTNER S.A.'s legitimate interests: for the period necessary for the realization of the interest in question or for the User to raise an effective objection to the processing.

Personal Data may also be stored for different periods if this follows from the relevant provisions of the law. After the relevant storage period has expired, data shall be deleted or anonymised.

## **AUTOMATED DECISION-MAKING AND TRANSFER OF DATA TO THIRD COUNTRIES**

Personal Data will not be processed by automated means (including profiling) in such a way that any decision could be made as a result of such automated processing, that other legal effects are to be produced or that data subjects are otherwise to be significantly affected.

Personal Data will not be transferred to Third Countries within the meaning of Articles 13,14 GDPR.

## **PERSONAL DATA SECURITY**

Auto Partner S.A. applies technical and organizational measures, required by current regulations on Personal Data protection, which meet the requirements of GDPR, and in particular prevent Personal Data from being obtained and modified by unauthorized persons.

## **COOKIES**

AUTO PARTNER S.A. informs that while using the Website, short information, in particular text files called "cookies", are stored in the User's terminal equipment. Cookies contain information such as the User's IP address, the name of the website they come from, the time they are stored on the User's end device, a record of the device's parameters and statistics, and a unique number. The "cookies" are directed to the Website server by the web browser installed in the User's end device.

Cookies and similar technologies are not used to identify Users and do not establish the identity of a Users. Cookies and similar technologies only when combined with other unique identifiers or other information that identifies that individual may constitute personal information.

AUTO PARTNER S.A. uses cookies to provide services, to adapt the Website to Users' individual preferences and for statistical and advertising purposes, in particular for

- maintaining technical correctness and continuity of the session between the Website server and the User's final device;
- optimizing the use by the User of the Website pages and adjusting the way they are displayed on the User's end device;
- ensuring safe use of the Website;
- collecting statistics on visits to the Website's pages to help improve their structure and content.

The User can disable this mechanism in the browser settings. By using the Website without changing the browser settings, the User consents to the storage of cookies in the memory of the User's device.

With respect to their lifespan, the cookies used by AUTO PARTNER S.A. can be divided into:

- session files - files stored in the User's device until the User logs out or leaves the Website;
- permanent files - files stored on the User's device until they are deleted by the User or until the cookie expires on the date specified in the specification of the cookie.

AUTO PARTNER S.A. and other service providers (e.g. analytics and statistics) use cookies for various purposes, which can be divided into the following categories.

1. necessary to use the Website:

- a. cookies with data entered by the User (session ID) for the duration of the session;
  - b. authentication cookies used for services that require authentication for the duration of the session
  - c. security cookies, such as those used to detect authentication abuses
  - d. session media player cookies (such as flash player cookies), for the duration of the session,
2. to facilitate the use of the Website:
- a. permanent cookies used to personalize the User interface for the duration of the session or slightly longer,
  - b. cookies used for monitoring website traffic, i.e. data analytics - these cookies are used to analyse how the Website is used by the User, to create statistics and reports on the functioning of the Website,
  - c. cookies used to log into the Website using social networking sites.

Cookies allow maintaining a session, proper functioning and displaying the Website, going back to previously viewed pages, as well as displaying: location map, videos posted on YouTube and integrating the Website with social media.

## **MANAGING COOKIES**

Most browsers automatically store Cookies on the User's device. Users can also manage cookie storage personally, for example by changing their browser settings or deleting stored cookies. The level of protection against cookies can be set in each browser up to a complete blocking of cookies. However, disabling/deleting cookies may result in some features of our website not working as expected. Cookies may be necessary for some features of the Website to function.

Information on how to disable cookies can be found using the help function in your browser. Disabling/deleting cookies only applies to the browser in which you performed this action. Therefore, in other browsers, you must repeat the action of disabling/deleting cookies.

## **GOOGLE ANALYTICAL TOOLS (GOOGLE ANALYTICS, TAG MANAGER)**

The Website uses services that enable analysis of the way the User uses the Website (hereinafter referred to as analytical tools) using cookies. The User can change the cookie settings at any time by changing the privacy settings in the browser.

### **GOOGLE ANALYTICS:**

As part of the Website, Auto Partner S.A. uses Google Analytics tool, which is a system of statistics that collects data on Users visiting the Website.

Google Analytics collects, for example, data such as:

- how the Users got to the Website (through a search engine, or a referral from another website, or directly by manually typing the website address in the browser)
- where the User is physically located (country, city)
- what software is the User using (operating system, browser, type of device)
- how the User behaved on the website (how long he stayed on a particular subpage, how many subpages he visited)

Google does not use the information collected to identify the User, nor does it combine this information to enable identification.

For detailed information on how Google Analytics collects and processes data, please visit this page: "HOW GOOGLE USES INFORMATION FROM SITES OR APPS THAT USE OUR SERVICES" (located at <http://www.google.com/policies/privacy/partners/> or such other URL as Google may make available on occasion).

In addition, the User may prevent the storage of the data collected by the cookies on the use of the website (including the IP address) and their transmission to Google, as well as the transmission of these data by Google, by downloading and installing the plug-in available at the following link: <https://tools.google.com/dlpage/gaoptout?hl=pl>

### **TAG MANAGER**

The Website also uses Google Tag Manager. While the tool itself does not collect personal information, it does help in posting and managing tags. Tags are small elements of code that are used, among other things, to measure traffic and behaviour of Users, record effects of online ads, conduct remarketing. Tag Manager will also note if you stop visiting the Website. More information can be found at: <https://www.google.com/analytics/tag-manager/use-policy/>

### **HOTJAR**

This is a tool used by the Website to analyse Users' interest in particular elements of the Website. It creates "click maps" and examines how engaged Users are on a page (e.g., in terms of scrolling). Hotjar may also record User behaviour.

### **CHANGES TO THE TERMS AND CONDITIONS AND PRIVACY POLICY**

In order to keep the information contained in this Privacy Policy up-to-date and in compliance with applicable law, the Policy is subject to change. If the content of the Privacy Policy changes, the update date indicated at the end of the document will be changed. AUTO PARTNER S.A. recommends Users to regularly read the provisions of the Privacy Policy.

This document was last updated on 01.02.2026