

General terms and conditions

§1. INTRODUCTION

- 1) Terms and conditions apply to purchases and sales of goods offered by the partnership Irydium Europe Spółka z ograniczoną odpowiedzialnością sp. k. Wiśniowa 1, 65-517 Zielona Góra, hereinafter referred to as "Irydium", whereas "customer" or "client" refers to a private or legal person, who purchases the goods and services from Irydium. "Goods" means products or services that Irydium provides to the customer on the basis of confirmed order.
- 2) Irydium publishes the General terms and conditions on its website www.eu-neuwagen.pl to present the customers complete terms and conditions before agreeing to the contract. The customer has the right to copy, reproduce and keep the General terms and conditions.
- 3) This document, together with offer and invoice, determine a "sell contract". No deviation or modification of the terms and conditions is possible unless it was made in writing. Documents are in the following order delivered (from the most important): (a) information on accepted offer, (b) general conditions, (c) calculation / offer, (d) appropriate order. No changes, modifications, variations of the offer will be valid unless they are in writing and signed by Irydium or her representative.
- 4) The customer agrees to process his or her personal data for the purpose to create the invoices, according to the Law of 18.02.2002 (Polish Journal of Laws No. 144 z 9 Września 2002 roku). The customer agrees to receive all documents electronically. Irydium ensures that the customers data are not sent to any other companies (third parties) or organizations.

§2 OFFER

- 1) Prior to the first order, the customer sends to Irydium his or her data, including EU VAT Reg. Irydium may also use this data from the customers website contained in the imprint.
- 2) Irydium responds to the customer's request (or to a reservation of the goods made by the customer in the Irydiums database (db.irydium.com.pl)) with an offer that will be sent by electronic means, to the provided e-mail address.
- 3) The offer is only valid if it is created as a PDF file and meets the following conditions: (a) has a number, (b) has a creation date, (c) has description of the goods, (d) has a price, (e) has delivery conditions.
- 4) All data mentioned in the email, along with the price, but which are not included in a PDF file, are considered unofficial offer and are not binding.
- 5) Published data in the Irydium's database db.irydium.com.pl (eu-neuwagen.pl/angebot) are not considered as an official offer and are not binding.

6) Supply conditions concern only the goods and services that were mentioned in the written offer and do not obligate Irydium to any other additional supplies or services.

7) Validity period of the offer is included in the offer.

8) Offer prepared by Irydium, includes chassis number (VIN), which refers to the goods sold. The customer is obligated to check the VIN number and confirm if it matches the description provided in the offer.

9) Addresses to which orders are sent:

a. E-mail: office@eu-neuwagen.pl

b. Irydium Europe Sp. z o.o. sp. k. Wiśniowa 1, 65-517 Zielona Góra, Poland

c. By the database: db.irydium.com.pl

10) Accepted and by Irydium send orders cannot be canceled, modified or altered, unless Irydium itself, written consent. All cost or fees arising from the cancelation of the order are covered by the customer.

11) In particular cases, Irydium reserves the right to cancel the order. Should this be the case, the whole received amount will be returned the customer to the account from which the payment was made. Back payment will be made in Polish Zloty. Irydium is not responsible for damages that result from failure to implement the order, or in connection with redenomination of the paid amount. The maturity date of the repayment to the customer, from the receipt date of repayment of the amount paid by the supplier to the company Irydium may differ and is independent from Irydium.

§3 PRICES and PAYMENT

1) Prices of goods and services offered by Irydium are given in Polish Zloty (PLN).

2) Quoted prices do not include VAT tax.

3) Prices and other data provided by Irydium in publications (newsletter, database, e-mails), may be a subject to change without preliminary information. Such information is only valid as general information and not as an official offers.

Customer pays the money, after receiving complete information about the goods offered - including chassis number (VIN).

4) By doing the payment or signing of the offer, the customer accepts the offer and the general terms and conditions.

5) Irydium must receive the money before the product is shipped.

6) Deposit has to be carried out in Polish Zloty PLN on account of Irydium: PL 22 2490 0005 0000 4530 5022 7353; Swift: ALBPPLPW; Account Owner: Irydium Europe Spółka z ograniczoną odpowiedzialnością Sp k..

7) The payment can also be carried out in Euro, provided that the customer receives from Irydium a proforma invoice in Euro currency, with a fixed exchange rate EURPLN. If the client receives a proforma invoice in euros, he or she is obliged to make the payment immediately. Payment in euro currency must be received within a maximum of two working days, to secure booked exchange rate. Euro account for payment in Euro: EURO: PL 38 2490 0005 0000 4600 3316 6467 SWIFT: ALBPPLPW, Account Owner: Irydium Europe Spółka z ograniczoną odpowiedzialnością Sp k..

8) If the customer accidentally pays in euro to PLN account PL deposit 22 2490 0005 0000 4530 5022 7353, he or she is obliged to cover all incurred additional costs (caused by fluctuations in exchange rates), and difference between received amount and the correct purchase amount.

9) All sums due by the customer of the company Irydium must be paid before any other payments effected. Irydium reserves the right to, to cancel the order or to renounce it until the entire debt amount is paid off.

10) Irydium declares to have EU VAT number: PL9291871708.

11) Customer entitles the company Irydium to create a VAT invoice.

§4 DELIVERY

1) Unless otherwise stated, the goods are offered under the terms and definitions of INCOTERMS EXW 2010 Poland. The customer bears all risks, particularly transport risks, including loss or damage of the goods.

2) The customer is obliged to pick up goods from the place provided by Irydium.

3) Irydium can arrange transport on behalf of the customer. In such case, transport can be paid in the following manner: (a) Polish Zloty (PLN) to the account of Irydium due to the price indicated in the offer, (b) in cash (Euro) directly to transportation company upon delivery.

§5 LEAD-TIME

1) The delivery dates specified by Irydium in offer is exclusively an approximate date. Irydium is not responsible if the delivery dates are not met. Irydium is not responsible for the costs incurred, damages or losses caused by postponement or exceeding the delivery.

2) Irydium may waive the delivery in the following cases: force majeure understood as lockout and strike, epidemic, war, embargo, administrative decisions, fire and other disasters.

§6 WARRANTY AND COMPLIANCE WITH THE ORDER

1) The customer should check the delivered goods immediately after delivery and report to Irydium any damage, errors, defects. All comments should be reported in writing within 24 hours after delivery. Errors, losses, shortages of goods are to be described in detail. If possible, technical parameters that do not match the description or that do not work. If damage is visible, photographs shall be settled. Irydium may reject the complaint if the customer above mentioned conditions are not met.

2) For all damages caused by the driver a note should be carried out together with the driver. The above-mentioned note should be scanned and sent within 24 hours from receipt of goods, to Irydium.

§7 DISPUTES

1) in cases which are not regulated in the general terms and conditions, or other decisions agreed by both sides in writing, the provisions of the Polish Civil Code shall apply.

2) All verbal provisions under the pages that will be valid only after it is confirmed in writing.

3) Disputes arising from the above-mentioned Conditions arise, are ordinary courts, the seat of the seller (Zielona Góra, Poland) decided.

4) Irydium accepts no liability for loss or damage of any sort incurred by delaying the delivery time. Delivery of the vehicles that have been ordered by the customer for production, are fully dependent on the vehicle manufacturer, where Irydium does not affect their change or delay.