

General Terms and Conditions of Services

In these General Terms and Conditions of Service:

- a) **CUSTOMER** means the recipient of Services;
- b) **MOTOCCONNECT** means Szymon Kryszak conducting business activity under the name of MOTOCCONNECT Szymon Kryszak, VAT ID: 5621757802, address Filmowa Str. 1A/65, 85-836 Bydgoszcz, delivery address Obwodowa Str. 4/16, 03-532 Warsaw, also called the “**Service Provider**”;
- c) **THE PARTIES** means CUSTOMER and MOTOCCONNECT;
- d) **SERVICES** means all services provided by MOTOCCONNECT in connection with its business activity, in particular but not exclusively:
 - i. repair and programming of engine control units;
 - ii. sale of used engine controllers;
 - iii. sale of used electronic modules for machines and vehicles;
 - iv. software modification of engine controllers and electronic modules.

§ 1 Services

1. The services will be performed by MOTOCCONNECT with due professional care.
2. MOTOCCONNECT shall not be responsible for the use or implementation of results resulting from the provision of Services. For the avoidance of any doubt, the Parties agree that MOTOCCONNECT shall not be liable for incorrect installation of a repaired, programmed or sold controller, and consequently for its flooding or burning.
3. CLIENT shall be obliged to pay the price due for the Services within the time and manner provided for in separate arrangements of the Parties.
4. The date of the performance of the Service agreed by the Parties is an indicative date. MOTOCCONNECT reserves the right to change the date of performance of a Service.
5. If during the performance of a Service it turns out that it is necessary to perform additional services or to sell additional parts or consumables in relation to those agreed by the Parties, MOTOCCONNECT shall start performing these additional services and selling additional parts or consumables after obtaining the CUSTOMER's consent to the proposed conditions of performing these services and selling. MOTOCCONNECT shall have the right to refuse further Service if a CUSTOMER does not agree to perform these additional services or to sell additional parts or consumables.

§ 2 Conclusion of the Agreement

1. CUSTOMER reports the need for the Service through direct contact with MOTOCONNECT. Any information provided by MOTOCONNECT to the CLIENT does not constitute an offer within the meaning of Article 66 of the Polish Civil Code.
2. The Agreement shall be concluded at the moment of a written (both sent by fax or e-mail) confirmation by the CUSTOMER of the valuation of the Service prepared by MOTOCONNECT.

§ 3 MOTOCONNECT guarantee

1. MOTOCONNECT provides a quality guarantee for the Services provided for a period of 3 months from the date of performance;
2. In order to benefit from the guarantee, the CLIENT shall notify MOTOCONNECT at least within 7 days from becoming aware of the defect on e-mail address: motoconnect24@gmail.com, indicating a detailed description of the defect and (if possible) photos showing the reported defect.
3. MOTOCONNECT shall be obliged to rectify the defect in the subject of the Service, if the defect appears within the period indicated in point 1, or if it turns out that it is not possible to rectify the defect in the subject of the Service, then MOTOCONNECT shall be obliged to replace the item with a defect-free one. The deadline for the performance of obligations under the guarantee shall be 30 days from the date of delivery of the defective item.
4. Subject to the provisions of § 4, MOTOCONNECT shall be liable under the guarantee only to the extent of defects arising from the reasons for the Services provided. In case of doubt, the CLIENT is obliged to prove a defect in the Services. The Parties undertake to resolve all disputes related to the guarantee amicably.

§ 4. Objections

1. Neither the CLIENT nor any other person to whom the Services are provided may claim from MOTOCONNECT, on the basis of a contract, law or any other basis, compensation for lost profits or consequential, collateral or indirect damages related to claims arising from the Services, regardless of whether such loss or damage was foreseeable or not.

2. Neither the CLIENT nor other persons to whom the Services are provided may claim from MOTOCONNECT, on the basis of a contract, an act or any other basis, compensation, the total amount of which would exceed the amount of remuneration paid for the Services that directly caused damage related to claims arising from the provision of Services. Reservations contained in this section shall not apply to the losses or damages resulting from MOTOCONNECT's willful misconduct, nor shall they apply to the extent that they are not permitted under the applicable law.
3. In the event that MOTOCONNECT is liable to the CLIENT or any other person to whom Services are provided for loss or damage to which other persons have also contributed, MOTOCONNECT's liability to the CLIENT shall be individual and not joint and several with those persons, and shall be limited to MOTOCONNECT's fair share of the total loss or damage, determined by the extent to which MOTOCONNECT has contributed to the loss or damage to other persons who have contributed to it. No exclusion or limitation of liability of other persons who contributed to the loss or damage - whether imposed on the CUSTOMER or ever agreed with the CUSTOMER, as well as settlement, difficulties in enforcing the claim, death, dissolution or insolvency of any such persons, or cessation of their liability for the loss or damage, or for any part thereof, shall affect the above described way of establishing MOTOCONNECT's liability for the resulting damage.
4. Neither Party shall be liable for any breach of this Agreement (except for the payment provisions of the MOTOCONNECT) arising from causes beyond its control.
5. The Parties exclude the liability of MOTOCONNECT for the implied warranty for defects ("rękojmia") in the Service.

§ 5 Withdrawal from the Agreement

MOTOCONNECT has the right to withdraw from the contract or to terminate the contract with immediate effect, in whole or in part, in the event that (a) when financial difficulties arise on the part of the CLIENT justifying a presumption of its insolvency; (b) when enforcement proceedings have been initiated against the CLIENT, liquidation proceedings have been initiated or an application for initiation of bankruptcy or restructuring proceedings has been filed; (c) a material change of circumstances has occurred which makes the performance of the agreement not in the interest of MOTOCONNECT, which could not have been predicted at the time of conclusion of the agreement; (d) for reasons attributable to the CUSTOMER'S S SITE, the performance of the agreement is not possible; (e) the

CUSTOMER breaches the provisions of the agreement despite having been granted an additional period of time to cease the breaches (f) the CUSTOMER is in delay with payment of the amount due to MOTOCONNECT for more than 14 days.

§ 6 Other provisions

1. Each of the Parties may conclude an agreement on the basis of which the CUSTOMER will commission the performance of Services. Any changes to such an agreement must be mutually agreed upon by the Parties and confirmed at least in a documentary form;
2. All non-contractual issues or obligations arising in connection with the provision of Services shall be subject to the Polish law and shall be interpreted in accordance with this law. It is indicated that Polish law is binding.
3. All disputes concerning the Services provided shall be subject to the exclusive jurisdiction of Polish courts competent for the District Court for the Capital City of Warsaw in Warsaw, which jurisdiction each of the Parties hereby submits to.
4. In case of discrepancies between the foreign language version and the Polish version of documents constituting an integral part of the agreements, the Polish version shall prevail.

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