

## REGULATIONS OF THE BOSMA-WARRANTY.EU WARRANTY PLATFORM

Thank you for visiting our website provided at the internet address <https://www.bosma-warranty.eu/> (the '**Warranty Platform**', the '**Website**', or the '**Site**'). The Warranty Platform allows you to easily: (1) register a purchased product under the BOSMA warranty for consumers ('BOSMA warranty') to extend it, (2) file a complaint regarding to a product covered by the BOSMA Warranty, and (3) track the status of complaints filed via the Warranty Platform. The format of these regulations assumes the setting of general rules and conditions for using the Warranty Platform. The Regulations do not govern the rules of the BOSMA Warranty itself – these are specified in the warranty card. If the service user decides to use the Warranty Platform, these conditions regulate, in particular, the rules of using it, including matters regarding our liability.

### 1) GENERAL PROVISIONS

1. The owner and service provider of the Warranty Platform is B.G.E. AUTOMOTIVE SOLUTIONS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its headquarters in Poznań, entered into the Register of Entrepreneurs of the National Court Register under KRS (National Court Register) number 0000415969; the court of registration at which the company's documentation is kept is the District Court Poznań Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register; the company's headquarters address and correspondence address is ul. Głogowska 16, 60-734 Poznań, NIP (Tax ID): 7792404804, REGON (National Business Registry number): 302076720, contact telephone number: +48 61 65 23 660, fax: +48 61 65 23 661 (standard fee as per the operator's tariff), e-mail address: [warranty@bosma-group.eu](mailto:warranty@bosma-group.eu)

2. The Warranty Platform and Regulations are directed only to consumers who have been granted the BOSMA Warranty.

### 2) DEFINITIONS

1. The definitions used in these Regulations mean:

a. **BUSINESS DAY** – one day from Monday to Friday, excluding public holidays.

b. **REGISTRATION FORM** – an account feature on the Warranty Platform – an electronic form enabling Customers to register Products covered by the BOSMA Warranty.

c. **COMPLAINT FORM** – a Electronic Service available on the Warranty Platform, an electronic form enabling the submission of a complaint based on the BOSMA Warranty via the Warranty Platform.

d. **POLISH CIVIL CODE** – The Polish Civil Code Act of 23 April 1964. (Polish Journal of Laws No. 16, item 93, as amended).

e. **ACCOUNT** – an Electronic Service available on the Warranty Platform - a set of resources and functionalities with a designated individual electronic mail address (e-mail address) and password provided by the Service User; the account is available in the Service Provider's computer information system in which data collected by the Service User and information about their activities on the Website are collected;

f. **BOSMA WARRANTY** – the warranty granted to consumers by the Warrantor on the basis of a separate statement of the Warrantor included in the warranty card for the products and on the conditions specified in the warranty card.

g. **COPYRIGHT** – Polish Act on Copyright and Related Rights of 4 February 1994 (Polish Journal of Laws No. 24, item 83, as amended)

h. **PRODUCT** – a product covered by the BOSMA Warranty.

i. **REGULATIONS** – these regulations of the Warranty Platform.

j. **WEBSITE, SERVICE, WARRANTY PLATFORM** – the Service Provider's website available at the internet address <https://www.bosma-warranty.eu/>.

k. **ELECTRONIC SERVICE** – a service provided electronically by the Service Provider to the Service User via the Website in accordance with the Regulations.

l. **SERVICE USER, CUSTOMER** – a consumer to whom the BOSMA Warranty was granted who uses or intends to use the Electronic Services available on the Warranty Platform.

m. **SERVICE PROVIDER, WARRANTOR** – B.G.E. AUTOMOTIVE SOLUTIONS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its headquarters in Poznań, entered into the Register of Entrepreneurs of the National Court Register under KRS (National Court Register) number 0000415969; the court of registration at which the company's documentation is kept is the District Court Poznań Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register; the company's headquarters address and correspondence address is ul. Głogowska 16, 60-734 Poznań, NIP (Tax ID): 7792404804, REGON (National Business Registry number): 302076720, contact telephone number: +48 61 65 23 660, fax: +48 61 65 23 661 (standard fee as per the operator's tariff), e-mail address: [warranty@bosma-group.eu](mailto:warranty@bosma-group.eu)

n. **CONSUMER RIGHTS ACT, ACT** – Polish Act of 30 May 2014 on Consumer Rights (Polish Journal of Laws of 2014, item 827, as amended).

### **3) GENERAL CONDITIONS FOR USING THE WARRANTY PLATFORM**

1. The Service User is required to use the Warranty Platform in a manner consistent with the law and morality as regards respect for the personal rights, copyrights and intellectual property rights of the Service Provider and third parties. The Service User is required to enter data that are consistent with the facts.

2. Technical requirements necessary to cooperate with the computer information system used by the Service Provider: (1) a computer, laptop or other multimedia device with internet access, (2) access to electronic mail; (3) a web browser: Mozilla Firefox 17.0 or higher, Internet Explorer 10.0 or higher, Opera 12.0 or higher, Google Chrome 23.0 or higher, Safari 5.0 or higher, or Microsoft Edge 25.10586.0.0 or higher, (4) enabling cookies and Javascript in the web browser.

### **4) ELECTRONIC SERVICES ON THE WARRANTY PLATFORM**

1. All Service Users may use the Website on the terms specified in the Regulations.

2. The Service User may use the following Electronic Services on the Website:

**a. Account;**

## **b. Complaint Form.**

3. A detailed description of the Electronic Services and the rules of their operation is available in the Regulations and on the Website.

4. The Service Provider is required to provide Electronic Services without defects.

### **5) ACCOUNT ON THE WARRANTY PLATFORM, REGISTRATION FORM**

1. The Electronic Account service is provided for an indefinite period and is free of charge.

2. The Account is created for the Service User when the Customer registers the first Product on the Warranty Platform. The purpose of the Account is to support the Customer when registering Products on the Warranty Platform, and then when reporting complaints based on the BOSMA Warranty and tracking the status of the complaint submitted via the Warranty Platform. An account can only be created by a Customer who has the serial number of the Product covered by the BOSMA Warranty.

3. An account can be created and used after the Service User completes a total of three subsequent steps: (1) completing the Registration Form available at the first registration of the Product; (2) clicking on the action field on the Warranty Platform page after it has been completed, and (3) confirming willingness to create an Account by clicking on the confirmation link sent in an e-mail to the e-mail address provided by the Customer. In the Registration Form, the Customer must provide the following data: country of purchase of the Product, Product serial number, e-mail address, date of purchase of the Product, and the purchase receipt must be attached using the options available on the Registration Form and password.

4. The Product is to be registered using the Registration Form. A Customer who already has an Account on the Website logs in to it before completing the Registration Form, and then has the option to complete it; a Customer who does not yet have an Account proceeds in accordance with the procedure for creating an Account referred to item 5.3 of the Regulations. A Customer who already has an account on the Website must provide the following data in the Registration Form: country of purchase of the Product, Product serial number, date of purchase of the Product, and the purchase receipt must be attached using the options available on the Registration Form. After completing the Registration Form, the Customer must click the action field available underneath the form – at this moment, the registration request is sent to the Warrantor. At this stage, the Warrantor, via electronic mail to the e-mail address provided by the Customer, promptly confirms receipt of the request, and then within five Business Days verifies it and confirms the correctness of the complaint. As part of the verification, the Warrantor checks the correctness of the data provided by the Customer with the BOSMA Warranty granted.

5. The Service User has the option, at any time and without giving a reason, to delete the Account (cancel the Account) by using the appropriate option available as part of the Account, or by sending a relevant request to the Service Provider, in particular, via electronic mail to the following address: warranty@bosma-group.eu. Deletion of the Account also results in the deletion of the registration of Products via the Account on the Warranty Platform, as well as of any claims submitted based on the BOSMA Warranty, and the status of complaints filed via the Warranty Platform will no longer be able to be tracked.

### **6) COMPLAINT FORM ON THE WARRANTY PLATFORM**

1. Use of the Complaint Form is free of charge.

2. The Complaint Form available on the Warranty Platform allows you to file a complaint based on the BOSMA Warranty via the Warranty Platform.

3. The Complaint Form is available for both Customers who have an Account and those who do not have an Account on the Website. Complaints using the Complaint Form can be submitted both with respect to a Product that was previously registered on the Warranty Platform, and a Product that was not previously registered on the Warranty Platform. The terms and conditions of the BOSMA Warranty itself are set out in separate statements by the Warrantor contained in the warranty card for the Products and on the conditions indicated in the warranty card.

4. For Products registered on the Warranty Platform, in order to complete the Complaint Form, you must log in to your Account and select the registered Product that is to be the subject of the complaint. In the case of a Product not registered on the Warranty Platform, the Customer may immediately begin completing the Complaint Form available on the Warranty Platform.

5. In the Complaint Form, the Customer must provide the following data:

a. In the case of a Product previously registered by the Customer on the Warranty Platform: name and surname, address, postal code, city, telephone number for courier, comments – circumstances regarding the occurrence of the defect, information about the Product, type of damage, date of failure;

b. In the case of a Product not previously registered by the Customer on the Warranty Platform: country of purchase, comments – circumstances regarding the occurrence of the defect, information about the Product, type of damage, date of failure, date of purchase of the Product, proof of purchase must be attached using the options available in the Complaint Form, the Product (from the drop-down list in the Complaint Form), optionally the Product serial number, name and surname, address, postal code, city, telephone number for courier, and e-mail address.

6. After completing the Complaint Form, the Customer must click the action field available underneath the form – at this moment, the complaint request is sent to the Warrantor. At this stage, the Warrantor, via electronic mail to the e-mail address provided by the Customer, promptly confirms receipt of the request, and then within a period in line with the granted BOSMA Warranty, shall respond to the complaint and begin the implementation thereof.

## **7) CONTACT WITH THE SERVICE PROVIDER**

The main form of ongoing remote communication with the Service Provider is electronic mail (e-mail: [warranty@bosma-group.eu](mailto:warranty@bosma-group.eu)), through which you can exchange information about using [Bosma-warranty.eu](http://Bosma-warranty.eu) with us. Service Users can also contact us using other legal methods, including in writing to the address specified at the beginning of the Regulations.

## **8) COMPLAINTS REGARDING OPERATION OF THE WARRANTY PLATFORM**

1. Service Users can submit complaints related to the operation of the Website via, for example, electronic mail (e-mail) to the following address: [warranty@bosma-group.eu](mailto:warranty@bosma-group.eu).

2. The Service Provider recommends providing the following information in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular, the type and date of occurrence of the irregularity; (2) the claim of the Service User; and (3) the contact details of the complaining party; this will facilitate and speed up the consideration of the

complaint by the Service Provider. The requirements set out in the previous sentence are only recommendations and do not affect the effectiveness of complaints filed without the recommended description of the complaint.

3. The Service Provider shall respond to complaints promptly, and no later than within 14 calendar days from the date of their submission.

## **9) CONSUMER'S WITHDRAWAL FROM A CONTRACT CONCLUDED ON THE WARRANTY PLATFORM**

1. This section of the Regulations applies only to Service Users who are consumers.

2. Consumers do not have the right to withdraw from a distance contract in relation to contracts (1) for the provision of services, if the Service Provider has fully performed the service with the express consent of the consumer, who was informed before the commencement of the provision that they would lose the right to withdraw from the contract after the provision was completed; (2) for the delivery of digital content that is not recorded on a tangible medium if the performance commenced with the consumer's express consent before the deadline for withdrawing from the contract and after them being informed by the Seller about the loss of the right to withdraw from the contract.

3. Subject to item 9.2 of the Regulations, a consumer who has concluded a distance contract may, within 14 calendar days, withdraw from it without providing any reason and without incurring any costs. All you need to do to meet the deadline is send a statement before the expiry of the deadline. Service Users may use the template contract withdrawal form included in item 13 of the Regulations, but this is not mandatory.

4. Declaration on withdrawal from a contract may be made, for example, in writing to the following address: ul. Głogowska 16, 60-734 Poznań, or in electronic form via electronic mail to: warranty@bosma-group.eu.

5. The period allowed for withdrawal from the contract for the provision of Electronic Services starts from the day the contract is concluded.

## **10) NON-JUDICIAL WAYS OF PROCESSING COMPLAINTS AND PURSUING CLAIMS, AND RULES FOR ACCESS TO THESE PROCEDURES**

1. Detailed information on the option of a buyer who is a consumer using non-judicial ways of dealing with complaints and pursuing claims, and the rules for access to these procedures are available at the headquarters and on the websites of district (municipal) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, Voivodship Inspectorates of Trade Inspection, and the following internet addresses of the Polish Office of Competition and Consumer Protection: [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php) and [http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php).

2. Consumers can also receive free assistance in settling disputes by using the free help of the poviát (municipal) consumer ombudsman or social organisation whose statutory tasks include consumer protection (including the Polish Consumer Federation and the Association of Polish Consumers).

3. The address <http://ec.europa.eu/consumers/odr> has a platform of an online system of resolving disputes between consumers and companies at the EU level (ODR platform). The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and companies seeking

non-judicial resolution of a dispute regarding contractual obligations arising from an online sales contract or service contract.

## **11) COPYRIGHTS**

1. The copyrights and intellectual property rights to the Website as a whole and its individual elements, including content, graphics, works, designs and trade marks available on it belong to the Service Provider or other authorised third parties, and are protected by Copyright Law and other applicable law. The protection granted to the Website covers all forms of their expression.

2. The trade marks of the Service Provider and third parties should be used in accordance with applicable law.

## **12) FINAL PROVISIONS**

1. Agreements concluded via [Bosma-warranty.eu](http://Bosma-warranty.eu) are concluded in accordance with Polish law and in the Polish language. The Service User also has the option of changing the language of the Website to another language available on the Website by clicking on the language they choose on the Website.

2. These Regulations do not exclude the provisions in force in the country of the habitual residence of the consumer concluding a contract with the Service Provider via the Warranty Platform that cannot be excluded by a contract. In such a case, the Service Provider guarantees the consumer the protection granted to them on the basis of regulations that cannot be excluded by a contract.

3. Change of Regulations – the Service Provider reserves the right to make changes to the Regulations for important reasons, such as changes in the law or adding new Electronic Services, to the extent to which these changes affect the implementation of the provisions of these Regulations. The amended Regulations are binding upon the Service User if the requirements specified in Article 384 and 384(1) of the Polish Civil Code have been met, i.e. the Service User was properly informed about the changes and did not terminate the contract within 14 calendar days from the date of notification. In the event that the changes to the Regulations result in the introduction of any new fees or increase existing ones, a Service User who is a consumer has the right to withdraw from the contract.

4. In matters not covered by these regulations, generally applicable provisions of Polish law shall apply, in particular: the Polish Civil Code; the Polish Act on Electronic Services of 18 July 2002 (Polish Journal of Laws of 2002 No. 144, item 1204, as amended); the Consumer Rights Act, and other relevant provisions of generally applicable law.

## **13) ANNEX 1 TO THE REGULATIONS – TEMPLATE CONTRACT WITHDRAWAL FORM (ANNEX 2 TO THE CONSUMER RIGHTS ACT)**

### **Template contract withdrawal form**

*(this form should be completed and returned only if you wish to withdraw from the contract)*

– Addressee:

B.G.E. AUTOMOTIVE SOLUTIONS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ

ul. Głogowska 16, 60-734 Poznań

[warranty@bosma-group.eu](mailto:warranty@bosma-group.eu)

– I/We (\*) hereby inform about my/our withdrawal from the contract of sale of the following items(\*) contract for the supply of the following items(\*) contract for specific work involving the following items(\*) / for the provision of the following service(\*)

– Date of conclusion of the contract (\*/receipt(\*)

- Name and surname of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only if the form is sent in a paper version)

– Date

(\*) Delete where inapplicable.