

# Terms and Conditions of the turbochargers-shop.com Online Store

## § 1 Glossary of Terms

1. **Seller, Service Provider, (Data) Administrator** - *QRP Automotive SP. Z O.O.*, with its registered office at Bratnia 8, PL-56-400 Oleśnica, VAT (NIP) number: 9112055005, REGON (National Business Registry Number): 529935630.
2. **Store** - the internet service belonging to the Seller, available under the domain *turbochargers-shop.com* along with all subpages and subdomains, through which the Buyer can place Orders.
3. **Buyer** - any entity placing an order in the Store (Consumer, Entrepreneur with consumer rights, or a person without Consumer status).
4. **Consumer** - a Buyer who is a natural person performing a legal transaction (a sales contract through the Store) that is not directly related to their business or professional activity (Article 22<sup>1</sup> of the Polish Civil Code).
5. **Entrepreneur with consumer rights** - a natural person concluding a contract with the Seller directly related to their business activity, when the content of this contract indicates that it does not have a professional nature for that person, resulting in particular from the subject of their business activity performed, made available under the provisions of the Central Register and Information on Economic Activity (CEIDG).
6. **Terms** - these Terms and Conditions of the Online Store.
7. **Goods** - a movable item, available for sale in the Store, in particular turbochargers, which is the subject of the sales contract between the Buyer and the Seller.
8. **Order** - the Buyer's declaration of will, aimed directly at concluding a distance sales contract for the Goods through the Store, specifying at least the type and quantity of Goods.
9. **Customer Account** - a set of resources in the Service Provider's ICT system, identified by an individual name (login) and password, in which User data, including information about placed Orders, are collected.
10. **User** - any natural person, legal person, or organizational unit without legal personality, who uses the Store or the services offered by the Administrator.
11. **Working Day** - one day from Monday to Friday, excluding public holidays.
12. **Services provided electronically** - services provided without the simultaneous presence of the parties (at a distance), through data transmission at the individual request of the User, including making the Store's content available, as well as services available within the Store.

## § 2 General Provisions

1. These Terms define the rules for concluding and performing the sales contract for Goods located on the Store's website, as well as the rules for providing services electronically.
2. The applicable law for sales contracts is Polish law. However, this choice does not deprive the Consumer of the protection granted to them under provisions that cannot be excluded by contract, by virtue of the law of the state in which the Consumer has their habitual residence.
3. To place Orders and use electronic services, it is necessary to have devices allowing access to the Internet, e-mail, and a web browser that can display websites.
4. The subject of sale is the Goods presented by the Store at the time the Order is placed.
5. Information concerning individual Goods does not constitute an offer for sale within the meaning of civil law provisions. The content of the online Store constitutes an invitation to conclude a contract (Article 71 of the Polish Civil Code).
6. In the event of an announcement of a price reduction for the Goods, the Seller, in addition to the information about the reduced price, also displays information about the lowest price of this Goods that was in force during the 30 days prior to the introduction of the reduction, and in the case of Goods that have been on sale for less than 30 days - the lowest price since the day the sale of this Goods began.
7. The rules for processing personal data and using cookies, as well as the rules for using the Store, are described in separate documents:
  1. <https://ie.turbochargers-shop.com/data-protection-policy>,
  2. <https://ie.turbochargers-shop.com/website-usage-terms>.

## § 3 Quality of Goods

1. New turbochargers sold by the Store are original products - factory new, full-value, legally introduced to the market, and covered by a full manufacturer's warranty for a period of 24 months.
2. Remanufactured turbochargers with the status *REMAN* sold by the Store are full-value products, legally introduced to the market, covered by the Seller's full warranty for a period of 24 months.
3. The Seller is obliged to deliver the Goods in accordance with the contract, i.e., free from physical and legal defects. This obligation is governed by legal provisions, particularly concerning the warranty for defects and the non-conformity of the Goods with the contract (in the case of Consumers and Entrepreneurs with consumer rights).

## § 4 Orders

1. The Seller enables contact and placing of Orders in the following ways:
  1. via the Store (by adding selected Goods to the basket and filling out an interactive form),
  2. by e-mail (via e-mail: [info@turbochargers-shop.com](mailto:info@turbochargers-shop.com)),

3. by telephone to the numbers: +48 532 722 150 (telephone service is available in Polish (preferred communication language) and English).
2. Information on any other local communication channels (including local phone numbers, e-mail addresses) can be found in the *Contact* section appropriate for the selected language version of the Store.
3. The cost of telephone calls is in accordance with the Buyer's tariff plan.
4. To place an Order through the Store, you must add the selected Goods to the basket, and then follow the further information displayed on the Store's website. Placing an Order constitutes an offer to conclude a sales contract for the Goods.
5. The Buyer is obliged to provide correct and current shipping and contact details. Lack of correct data may prevent the Order from being processed.
6. After placing an Order, the Buyer receives:
  1. an automatic e-mail confirming the placement of the Order with the Seller along with all essential terms of the Order (in case the Order is placed via the online Store),
  2. within 3 Working Days from placing the Order - information via e-mail or telephone, confirming the acceptance of the Order for execution and the conclusion of the sales contract for the Goods.
7. The Buyer can check the status of the Order execution at any time on the Store's website if they have a registered Customer Account.
8. In the event the Buyer finds inconsistencies in the information sent by the Store, as referred to in § 4 sec. 6 point 1) of the Terms, the Seller requests contact by e-mail or telephone to correct the inconsistencies.
9. Modification of the Order content by the Buyer is possible until the Goods have not yet been shipped. To do this, please contact the Seller by e-mail (via e-mail: [info@turbochargers-shop.com](mailto:info@turbochargers-shop.com)) or by telephone.
10. The Buyer consents to receiving in electronic form:
  1. Order confirmation,
  2. purchase invoice (PDF file),
  3. [these Terms](#) (PDF file),
  4. [a model withdrawal form](#) (PDF file),
  5. [a model complaint form](#) (PDF file).

## § 5 Delivery

1. The Seller ships to the following countries: Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden.
2. The cost of delivery of the Goods (shipment) within the Countries made available by the Seller shall be covered by the Seller, i.e., delivery is free of charge for the Buyer (free

shipping), subject to zone surcharges or customs and tax duties referred to in § 5 sections 3 and 4 of the Terms and Conditions.

3. In the case of orders to regions with difficult access, island areas, or postcodes subject to additional fees by carriers that have not been specified in section 1, the Seller reserves the right to verify the delivery costs. In such a situation, the Seller shall inform the Buyer of the amount of the additional fee. In the absence of the Buyer's consent to cover the additional transport costs, each party has the right to withdraw from the contract within 5 days from the provision of this information, and the Seller shall immediately refund all payments made by the Buyer.
4. In the case of delivery to countries or territories outside the European Union customs area, the Buyer is obliged to bear all additional costs, including in particular customs duties, import VAT, and handling/administrative fees charged by the carrier or customs authorities of the destination country.
5. The Seller is not responsible for the amount of these fees referred to in § 5 section 4 of the Terms and Conditions and is unable to precisely estimate them before shipment. The obligation to pay these fees rests with the Buyer and is a condition for the delivery of the Goods by the carrier.
6. Failure by the Buyer to pay customs and tax duties may result in the shipment being detained by customs services or its return to the Seller. In the event of the Goods being returned, all costs related to the return and re-shipment shall be borne by the Buyer.
7. Information regarding the estimated shipping date is included in the product sheet and is provided in the number of Business Days from the date of concluding the contract. The total Order fulfillment time (including delivery) is up to 14 Business Days.
8. The Seller recommends that the Buyer checks the condition of the shipment in the presence of the carrier or the person handing over the Goods. Should any mechanical damage to the Goods or packaging be found, it is recommended to document it in a damage report, which will significantly facilitate the complaint process.
9. Procedure in case of damage to the shipment:
  1. The Buyer should document the damage by drawing up a transport damage report; the dates of receipt, damage notification, and drawing up the report should be identical,
  2. after drawing up the damage report, the Seller should be contacted immediately via e-mail: [info@turbochargers-shop.com](mailto:info@turbochargers-shop.com),
  3. The Buyer has the right to refuse acceptance of a damaged shipment. In such a case, the Seller should also be immediately notified of this fact at the above-mentioned e-mail address.
10. In case of difficulties with checking the Goods or the carrier's employee refusing to draw up a damage report, the Seller recommends that the Buyer records the identification details of the courier company employee and immediately provides this information to the Seller.

11. The risk of accidental loss of or damage to the Goods during transport passes to the Buyer who is a Consumer or an Entrepreneur with Consumer Rights at the moment the Goods are delivered to them (i.e., taking physical possession). In the case of a Buyer who is not a Consumer, this risk passes to the Buyer at the moment the Goods are handed over to the carrier (pursuant to the provisions of the *Polish Civil Code*).

## § 6 Payments

1. The prices of Goods displayed on the Store's website are gross prices (including VAT or equivalent value-added tax in accordance with applicable regulations) and do not include shipping costs.
2. Certain Goods are subject to an additional deposit fee (also referred to as a core charge, surcharge, or handling fee). The deposit serves as security for the Seller in the event that the Buyer fails to return the used, old component after receiving the purchased Goods.
3. Information regarding the deposit and its amount is provided to the Buyer at the latest before placing the order, specifically in the description or next to the price of the Goods.
4. Rules for the refund of the deposit:
  1. The Buyer has 30 days from the date of delivery of the order to deliver the old part to the Seller's registered office,
  2. the condition for the refund of the deposit is the return of the same part as the one purchased; if a different part is returned, the deposit is non-refundable,
  3. the deposit will be refunded to the Buyer using the same payment method used during the purchase, or to a bank account designated by the Buyer,
  4. the refund will be made promptly, but no later than 14 days from the date the Seller receives the old component, provided that it meets the technical return conditions described at:  
<https://ie.turbochargers-shop.com/upload/ie/return-conditions-old-parts-deposit-refund.pdf>.
5. The currency in which the price of the Goods is quoted is automatically determined based on the selected language version or the Client's location. The Client is always informed of the transaction currency before placing an Order. The amount to be paid in the Order summary is final.
6. The Seller provides the following payment methods:
  1. electronic payments, payment card payments, and mobile payments (including, among others, BLIK, Apple Pay, Google Pay) via the PayU service,
  2. payments via the PayPal settlement service,
  3. deferred payments via the PayU service,
  4. payment by traditional bank transfer to the Seller's account,
  5. cash on delivery (upon receipt of the order).
7. The availability of individual payment methods may depend on the country of delivery, the transaction currency, or the language version of the Store selected by the Buyer. The

current list of available methods is always presented during the Order placement process.

8. Payment terms:
  1. in the case of online payments (PayU, PayPal, deferred payments) - immediately after placing the Order,
  2. in the case of payment by traditional bank transfer - within 3 days of placing the Order,
  3. in the case of cash on delivery - on the day of delivery of the Goods.

## § 7 Withdrawal from the contract

1. A Buyer who is a Consumer or an Entrepreneur with consumer rights may withdraw from a distance sales contract for Goods without giving any reason, by submitting an appropriate statement within 14 days, counting from the day the Goods were handed over, i.e., from the day the Buyer or a third party, other than the carrier, and indicated by the Buyer, entered into physical possession of the Goods.
2. To meet this deadline, it is sufficient to send the statement before its expiry. A model withdrawal form is sent to the Buyer via the e-mail confirming the acceptance of the Order for execution or is available on the Store's website at the address: <https://ie.turbochargers-shop.com/upload/ie/withdrawal-exchange-form.pdf>.
3. In the event of withdrawal from the contract, the Buyer is obliged to return the purchased Goods immediately, but no later than within 14 days from the day they withdrew from the contract, unless the Seller proposed to collect the Goods themselves. To meet the deadline, it is sufficient to send back the Goods before its expiry.
4. The right to withdraw from the contract is not granted to the Buyer in the cases specified in Article 38 of the Polish Consumer Rights Act (*Ustawa o prawach konsumenta*), including in particular when the subject of the service is:
  1. a non-prefabricated item, manufactured according to the Buyer's specifications or serving to satisfy their individualized needs.
5. The Buyer only bears the direct costs of returning the Goods in an amount equal to the fee for sending the parcel by courier or using another means chosen by the Buyer.
6. All payments made by the Buyer, including delivery costs (with the exception of additional costs resulting from the Buyer's choice of a delivery method other than the cheapest standard delivery method available in the Store), will be refunded by the Seller within 14 days from the date of receipt of the withdrawal statement. The Seller may withhold the reimbursement of payments until the Goods are received back or until the Buyer provides proof of its return, whichever occurs first.
7. Payments will be refunded using the same method as used by the Buyer, unless they have expressly agreed to another method of return that does not involve any costs for them.

8. A Buyer who does not have the status of a Consumer or an Entrepreneur with consumer rights does not have the right to withdraw from the contract, as referred to in § 7 sec. 1 of the Terms.
9. The Buyer is liable for the decrease in the value of the Goods, resulting from using it in a way that goes beyond what is necessary to establish the nature, characteristics, and functioning of the Goods (e.g., assembly, operation). The amount for the decrease in value may be deducted from the payment refunded to the Buyer.

## § 8 Warranty

1. Due to the specification of the Goods covered by the warranty, assembly and diagnostic work must be performed in accordance with the conditions contained in the warranty document.
2. The warranty does not cover damage resulting from:
  1. unauthorized repairs, modifications, or structural changes carried out by the user or other unauthorized persons,
  2. mechanical, thermal, chemical damage, or intentional damage to the product,
  3. damage resulting from non-compliance with the rules of proper operation, as well as use of the product contrary to its intended purpose or parameters,
  4. goods self-selected, modified, repaired, or incorrectly assembled.
3. The Buyer may address a claim under the quality warranty to the Seller by contacting:
  1. e-mail: [info@turbochargers-shop.com](mailto:info@turbochargers-shop.com),
  2. by phone at the numbers: +48 532 722 150 (telephone service is available in Polish (preferred communication language) and English).
4. The Seller will consider the complaint within the period specified in the warranty document, but no later than 14 days from the date of receipt of the claimed Goods.
5. The warranty expert opinion concludes with the creation of a complaint protocol, in which the Seller includes a description of the expert opinion result along with technical documentation and the decision on the complaint resolution.
6. A full description of the complaint process is available on the Store's website at the address: <https://ie.turbochargers-shop.com/customer-complaints>.

## § 9 Complaint due to statutory warranty / non-conformity with the contract

1. The Seller is liable to the Buyer who is a Consumer or an Entrepreneur with consumer rights for the non-conformity of the Goods with the sales contract (formerly known as *rekojmia* - statutory warranty), under the principles set out in the provisions of the Polish Civil Code and the Consumer Rights Act.
2. The Seller is responsible for the non-conformity of the Goods with the contract found before the expiry of two years from the moment the item was handed over to the Buyer.

3. A Buyer exercising rights due to the non-conformity of the Goods with the contract has the option of sending the claimed Goods via courier, at the Seller's expense, after prior contact with the Seller at the address: [info@turbochargers-shop.com](mailto:info@turbochargers-shop.com).
4. The Seller will respond to the complaint submitted by the Consumer or the Entrepreneur with consumer rights within 14 days. Failure to respond within this period is considered as recognizing the Consumer's statement or demand as justified.
5. In relation to Buyers who are not Consumers or Entrepreneurs with consumer rights, the Seller's liability under the statutory warranty for defects in the Goods is excluded (based on Article 558 § 1 of the Polish Civil Code).

## **§ 10 Services provided electronically**

1. The Service Provider provides services electronically, consisting of:
  1. making the Store available - enabling the display of the Store's website content,
  2. Customer Account - an individual administration panel available after registration, enabling data management, order history, viewing Order status,
  3. contact form - enabling contact with the Service Provider via e-mail messages,
  4. notify of availability - a form enabling expression of interest in an unavailable Goods, for which an e-mail notification will be sent after it is made available again,
  5. confirm by VIN - a form to confirm the application of the Goods to the vehicle based on the VIN number,
  6. adding product reviews - enabling Users who have made a purchase to complete a product review form.
2. To use most services (Account, forms), providing an active e-mail address and accepting the Terms and the Privacy Policy are required.
3. The confirm by VIN service is of an auxiliary and informative nature. The Service Provider exercises due diligence to correctly verify the matching of the Goods. The final verification of the part's conformity before assembly rests with the Buyer. The Service Provider is not liable for incorrect matching of the Goods under this service, unless it results from the gross negligence of the Service Provider or if the problem results from:
  1. prior engine replacement or modification,
  2. prior turbocharger replacement or modification,
  3. erroneous information resulting from a defect or incompleteness of external, factory catalog systems over which the Service Provider has no control.

## **§ 11 Conditions for concluding and terminating contracts for the provision of services by electronic means**

1. Making the Store available - the contract is concluded when the User begins using the website content and is terminated when they stop displaying it.
2. Customer Account - the contract for the provision of the Account service is concluded upon the creation of the Account, which requires acceptance of the Terms and the

Privacy Policy. The contract is terminated upon the deletion of the Account at the User's request.

3. Forms (contact, notify of availability, confirm by VIN) - the contract is concluded at the moment the form is filled out and sent. Sending the form requires acceptance of the Terms and the Privacy Policy. The contract expires after the service is completed (i.e., the completion of the return contact by the Service Provider or sending the availability notification).
4. Adding product reviews - the contract is concluded when the completed form is sent and requires acceptance of the Terms and the Privacy Policy. The contract expires upon the publication of the review in the Store or its rejection by the Seller.

## **§ 12 Technical information and rules for using electronic services**

1. In order to properly and fully use the services provided electronically within the Store, the User should meet the following minimum technical requirements:
  1. have a device with Internet access and a current web browser (e.g., Chrome, Firefox, Microsoft Edge, Safari, or Opera),
  2. have JavaScript and cookies enabled in the browser,
  3. have an active e-mail account, which is necessary when setting up a Customer Account, placing an Order, or using forms requiring return contact (e.g., contact form, notify of availability, confirm by VIN),
  4. a stable Internet connection.
2. The Seller applies technical and organizational measures to protect the processed data, in particular encrypting connections using the SSL protocol, which protects data transmitted by the Buyer (e.g., login data, address data) from being intercepted by unauthorized persons.
3. The Service Provider declares that the content posted in the Store for which it is responsible (such as descriptions of Goods and information) does not constitute illegal content, is reliable, and complies with applicable law.
4. It is forbidden for Users to provide content that disrupts the operation of the Service Provider's ICT system or content that is illegal, contrary to generally applicable regulations, infringes on the personal rights of third parties, or violates generally accepted social norms and good customs.
5. The Service Provider, upon receiving reliable notification of the illegal nature of the content or activity of the User, will take actions aimed at immediately removing or preventing access to this content.

## **§ 13 Complaint procedure for services provided electronically**

1. Complaints should be submitted:
  1. via e-mail: [info@turbochargers-shop.com](mailto:info@turbochargers-shop.com),
  2. by mail to the address: *QRP Automotive SP. Z O.O.*, Bratnia 8, PL-56-400 Oleśnica.

2. The complaint should contain a description of the problem that is the basis for the complaint.
3. Complaints are considered within 14 days from the date of their receipt by the Service Provider.

## § 14 Amendments to the Terms

1. The Store may amend these Terms for important reasons, which are understood as circumstances resulting from changes in:
  1. the functionality of the Store,
  2. applicable law,
  3. the profile of the Service Provider's business or the services provided.
2. The amendment to the Terms occurs through the termination of its existing conditions. The new content of the Terms is sent to registered Users (Customer Account holders) via e-mail to the address indicated during registration. Along with the statement of termination, the Store sends the new content of the Terms. The notice period is 14 days.
3. During the notice period, a User who does not accept the new content of the Terms may delete the Customer Account or contact the Seller (via e-mail: [info@turbochargers-shop.com](mailto:info@turbochargers-shop.com)) and inform them of their non-acceptance.
4. In the absence of Account deletion or failure to object to the new content of the Terms by the end of the 14-day notice period, the User is considered to have accepted the new content of the Terms.
5. The Accounts of unregistered Users (Users using the Store without creating an Account) do not require termination. For these Users, the new Terms enter into force upon their publication on the Store's website.

## § 15 Final Provisions

1. Communication between the Administrator and the User, including e-mail correspondence, telephone contact, and responses to complaints and inquiries, is conducted in Polish or English, with Polish being the preferred language of communication. At the Buyer's request, communication may take place in another language, but this is not guaranteed by the Seller. The inability to communicate in a language other than Polish or English does not constitute a basis for a complaint, withdrawal from the contract, or extension of deadlines. The choice of communication language does not limit the Consumer's rights arising from applicable law, in particular the right to lodge a complaint or withdraw from the contract.
2. Using the Store is equivalent to accepting these Terms.
3. Any disputes arising from contracts concluded on the basis of these Terms will be resolved amicably in the first instance.
4. In the event of failure to reach an agreement, the jurisdiction of the court is determined as follows:

1. in the case of disputes with a Buyer who is a Consumer or an Entrepreneur with consumer rights, the competent court is the court determined by the provisions generally applicable in the country of the Consumer's habitual residence (in particular in accordance with the provisions of Regulation (EU) No 1215/2012 of the European Parliament and of the Council),
2. in the case of disputes with a Buyer who does not have the status of a Consumer or an Entrepreneur with consumer rights, the competent court is the court territorially competent for the Seller's registered office.
5. The Consumer has the right to use out-of-court complaint and redress mechanisms. For this purpose, the Consumer may seek assistance from the relevant national or local authorities competent for their place of residence. Detailed information on procedures and the list of institutions dealing with amicable dispute resolution in the Consumer's country of residence are available on the websites of the relevant national consumer protection authorities.
6. In matters not regulated by these Terms, the provisions of Polish law apply to sales contracts concluded with the Seller. However, in the case of contracts concluded with a Buyer who is a Consumer or an Entrepreneur with consumer rights, the choice of Polish law does not deprive them of the protection granted to them by those legal provisions of their country of habitual residence that cannot be excluded by contract (in accordance with the provisions of Regulation (EC) No 593/2008 of the European Parliament and of the Council - Rome I).
7. The Terms do not exclude or limit the rights of the Buyer who is a Consumer, resulting from absolutely mandatory provisions of law. In the event of a conflict between the provisions of these Terms and these provisions, the provisions of law shall prevail.
8. The Terms are available for all Buyers to download in PDF version on the Store's website at the address:  
<https://ie.turbochargers-shop.com/upload/ie/online-store-terms-and-conditions.pdf>.
9. For additional questions, please contact us:
  1. via e-mail: [info@turbochargers-shop.com](mailto:info@turbochargers-shop.com),
  2. via the contact form available on the Store's website,
  3. by mail to the address: *QRP Automotive SP. Z O.O.*, Bratnia 8, PL-56-400 Oleśnica.