

General Warranty Terms

1. Subject of Warranty

SP Europe sp. z o.o. Limited Liability Company with its registered office in Warsaw (ul. Bohaterów Warszawy, nr. 23, lok. 2, Warszawa, PL02-495. Polska), entered in the Register of Enterprises of the State Court Register under KRS number: 0000621878, NIP: 5342521638, REGON: 364659926 (hereinafter referred to as "SP Europe") provides a two-year warranty for the new STELLOX vehicle spare parts (hereinafter referred to as the "Product") for products intended for passenger cars and one year for trucks and buses.

The warranty terms do not apply to consumers.

The warranty terms apply only to the direct purchaser and do not apply to entities involved in the further supply chain.

The warranty period starts from the date of the invoice. The claimant (hereinafter referred to as the "Claimant") is obliged to submit an invoice confirming the purchase along with the claim.

The following terms describe other requirements, provision procedure and extent of warranty. Legal warranties, as well as other legal complaints, regardless of the legal basis, are not limited to these warranties.

2. Claim under Warranty Support

A claim under warranty support can only be submitted, if the Product was initially defective. A Product shall be deemed to have been initially defective if, upon delivery to the purchaser, it deviates from the agreed quality characteristics or from the quality characteristics, which are necessary and standard for the agreed or customary use of the Product.

3. Obligations under Warranty Support

If a claim is made and the necessary evidence is provided, SP Europe, by agreement with the Claimant, will replace the defective Product or refund the money paid by the Claimant for such a Product within 7 working days from the date of response to the Claimant's complaint, unless it can prove that the defective quality is the result of the buyer's violation of the rules of use and/or storage of the Product.

Any claims under the general warranty terms are limited to the above obligations. Therefore, general warranty terms do not cover repair of a defective Product or reimbursement of any costs and expenses associated with the repair, such as dismantling and installation costs, or any consequential damages caused by the defective Product.

4. Cases not covered by the General Warranty Terms

The general warranty terms do not cover defects and malfunctions not related to non-compliance with quality characteristics that occurred prior to delivery to the purchaser. In particular, warranty support does not cover the following cases: incorrect installation, non-compliance with the maintenance requirements set by the vehicle manufacturer, use of the Product in vehicles not intended for public roads or in vehicles for which the Product is not designed, according to the terms of use published by SP Europe, tear wear, improper storage, processing or other subsequent modifications of the Product or other external influences. Warranty support shall not be provided in cases where:

- Malfunction of the device, of which the claimed Product was a part, has caused malfunction or damage of the Product,
- The Product was mechanically damaged by the purchaser or third parties,
- The defect indicated by the Claimant does not occur under normal operating conditions,
- The Product has been subjected to any alteration, modification, repair or disassembly.

5. Processing Claims under Warranty Support

The application form for warranty support to SP Europe is available on the website <https://pl.speautoparts.com/gwarancja/>.

The claim shall be sent to SP Europe by support@speurope.pl e-mail.

The Claimant shall fill out all the items specified in the claim form. SP Europe reserves the right to refuse processing a claim, if the claim form is not filled out properly. The complaint should be filled out as accurately as possible, reflecting the real reason for the claim. The description shall contain relevant information about the circumstances under which the defect was discovered. For parts of the vehicle's electrical systems, the Claimant shall submit computerized diagnostics data (a diagnostic card containing the signature of the person, who carried out the diagnostics in any form) if the malfunction can only be diagnosed using a scanner directly on the vehicle.

If the photographs taken by the Claimant do not allow to examine the complaint remotely or the Product shall be sent for further inspection to the manufacturer's factory, the Claimant is obliged to deliver the part to SP Europe at ul. Św. Józefa 1, 05-840 Brwinów.

The Claimant shall agree to conduct a destructive analysis of the Product, provided that such measure is necessary to determine the cause of the complaint and will be discussed with the Claimant in advance.

6. Claims Review Procedure

Claims will be reviewed within 14 days from the date of the e-mail receipt to support@speurope.pl. The review period may be extended, if it is necessary to send the Product to the manufacturer's factory.

SP Europe will notify the Claimant of the claim review results, as well as of the need to extend the deadline, by sending an e-mail to the address from which the claim was received, unless the Claimant has indicated another address.

If the Product is sent to the manufacturer's plant, the Seller reserves the right to take into account the opinion of the manufacturer's factory expert when considering the claim.

If the claim is rejected, the Claimant is obliged to pick up the Product at its own expense within 14 days from the date of the report receipt. If the Claimant fails to pick up the Product within the period specified above, the Seller shall be entitled to charge the Claimant for non-contractual storage of the Product from the 15th day. The Seller shall notify the Claimant of the payments accrual, their amount and the start date of accrual by sending an e-mail to the address from which the claim was received, unless the Claimant has indicated another address. The maximum total storage period of the Product by the Seller is 3 months. When this period is expired, SP Europe will dispose of the Product without any obligation to pay compensation.

7. Data Processing

When applying for warranty support, the Claimant agrees to the processing of his/her personal data by SP Europe Sp. z o.o. in accordance with the principles laid down in EU Regulation 2016/679 of the European Parliament and of the Council dd. April 27, 2016 for the purpose of exercising the rights arising from the purchase of goods.

SP Europe sp. z o.o. is the administrator of the personal data provided by the Claimant, and the data is processed in accordance with Article 6 p. 1 letter c) of the Regulation - for purposes related to the fulfillment of the administrator's warranty obligations, as well as 6 p. 1 letter f) of the Regulation - for the possible submission of claims or protection of one's interests (the administrator's legally justified interest).

Data provision is voluntary but necessary for the proper fulfillment of warranty obligations. Personal data will only be made available to third parties to fulfill SP Europe's obligations (for example, to the manufacturer). The data is not subject to profiling.

The Claimant has access right to his/her personal data, the right correct it, the right to demand its deletion, as well as the right to restrict its processing, the right to data portability, the right to object to the processing of personal data and, in addition, if it is recognized that the processing of personal data violates the provisions of EU Regulation 2016/679, has the right to lodge a complaint with the supervisory authority, i.e. the Chairman of the Personal Data Protection Authority.

The personal data, provided by the Claimant, will be stored for the time necessary to fulfill the warranty obligations and during the limitation period arising from the contract.