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GENERAL TERMS AND CONDITIONS OF SALE OF BRAND-NEW ARIEL VEHICLES

Article I – CONCLUSION OF THE AGREEMENT

1.1 The Sales Agreement (hereinafter referred to as the "Agreement") is concluded between the Seller and the Client (hereinafter referred to as the "Buyer") at the moment it is signed by both Parties.

Article II – PRICE

2.1 The Buyer undertakes to purchase the vehicle specified in the Agreement for the full price stated therein. The vehicle price specified in the advance invoice or in the sales agreement is a net price in GBP, converted according to the customs duties and taxes applicable at a given time, at the exchange rate of …… = 1 GBP. The Client is informed that both the payment made for the vehicle and the final balance payment are converted according to the selling exchange rate of SANTANDER Bank S.A. as of the day preceding issuance of the advance invoice and analogously for the final invoice. This means that the vehicle price may be lower or higher than the price specified in the Agreement due to circumstances beyond the Seller's or Importer's control, in particular significant GBP exchange rate fluctuations.

Article III – PAYMENT TERMS

3.1 The Buyer undertakes to pay a Non-refundable deposit/order payment in the amount specified in the Agreement toward the vehicle price. Payment of the Non-refundable deposit/order payment constitutes confirmation of vehicle reservation and conclusion of the Agreement.

3.2 If the Buyer fails to make required payments on time, withdraws from purchase or fails to collect the vehicle, the Seller is entitled to retain the Non-refundable deposit/order payment in accordance with Article 394 of the Civil Code as lump-sum compensation.

3.3 In the event of non-performance of the Agreement by the Seller for reasons attributable to the Seller, the Buyer is entitled to demand a refund of the Non-refundable deposit/order payment in double the amount.

Article IV – DELIVERY OF A BRAND-NEW VEHICLE

4.1 Delivery shall take place on the date specified in the Agreement or indicated by the Seller, at the Seller's showroom, after full payment has been made.

4.2 In the event of delayed payment or failure to collect the vehicle, the Seller may charge a storage fee of PLN 200 net per day. After 30 days the Seller may withdraw from the Agreement, retaining the Non-refundable deposit/order payment.

Article V – WITHDRAWAL FROM THE AGREEMENT

5.1 Withdrawal is permitted only in cases provided by law or explicitly stated herein.

5.2 Withdrawal without justified cause results in forfeiture of the Non-refundable deposit/order payment.

5.3 Withdrawal by the Seller for reasons not attributable to the Buyer results in full refund including the Non-refundable deposit/order payment.

Article VI – SELLER'S LIABILITY

6.1 The Seller is liable for quality under applicable law, in particular Articles 556 et seq. of the Civil Code.

6.2 The Seller is not responsible for delays caused by factors beyond its control.

Article VII – DISPUTES

7.1 Disputes shall be resolved amicably or by the court competent for the Seller's registered office.

Place: _____ Date: _____ Signature: _____