

**TABLE OF CONTENTS:**

1. General Provisions.....	/1
2. Registration and Partner Status.....	/2
3. Contract Conclusion.....	/2
4. Payment.....	/2
5. Goods Transfer.....	/3
6. Retention of Title.....	/3
7. Defects Liability and Warranties.....	/3
8. Data Protection.....	/4
9. Jurisdiction and Applicable Law.....	/4
10. Miscellaneous.....	/4
11. Use of the Trading Platform.....	/4
12. Requirements for Offers and Orders.....	/4
13. Product Information.....	/5
14. Intellectual Property.....	/5
15. Confidentiality.....	/6
16. Visible Defects and Damages.....	/6
17. Commissions and Fees.....	/7
18. Responsibility for Payment Details.....	/8
19. Final Provisions.....	/9

GENERAL TERMS AND CONDITIONS OF TIRMARKET Sp. Z.o.o

We are a brokerage auction portal for the sale of new and used commercial vehicles, machinery, utility, and agricultural equipment in Central Europe. The operator of the website <https://tirmarket.com.pl/> is TIR MARKET Sp. Z.o.o., located at Al. Jerozolimskie 85, local 21, 02-001 Warsaw. Auctions are held online and are primarily intended for professional dealers, workshops, and transport companies (hereinafter referred to as "partners"). Only partners can purchase goods offered through the marketplace. The commercial goods offered are either owned by TIR MARKET Sp. z o.o. or by the owning enterprise (hereinafter referred to as the "supplier"). In any case, the seller is TIR MARKET Sp. Z.o.o. (hereinafter referred to as the "Seller").



1. General Provisions:

1.1. These General Terms and Conditions (hereinafter referred to as the "Terms") govern the contractual relationships between TIRMARKET (hereinafter referred to as the "Seller") and the users of the trading platform (hereinafter referred to as "Partners" or "Buyers").

1.2. The Seller reserves the right to make changes to these Terms at any time without prior notice. The updated Terms will be available on the TIRMARKET website and will take effect from the moment they are published.

1.3. The operator of the internet address "www.tirmarket.com" is TIRMARKET, registered in Poland.

2. Registration and Partner Status:

2.1. To become a Partner, a user must register on the TIRMARKET platform by completing the registration form and providing the following information: company name, contact person's first and last name, valid email address, VAT identification number, and tax number.

2.2. Additionally, a copy of a photo ID (passport or ID card) and a copy of a valid company registry extract must be uploaded.

2.3. The terms of sale are confirmed by successfully submitting the registration by clicking the "Register" function. Registration data is stored in accordance with GDPR regulations.

3. Contract Conclusion:

3.1. Announcements about the sale of goods posted on the TIRMARKET platform are not an offer to enter into a contract but an invitation to submit offers.

3.2. To submit an offer, the Partner must indicate the net purchase price in the relevant field on the platform and send it. The Partner is bound by their offer for 5 business days from the moment of its submission.

3.3. The Seller is obliged to send a confirmation of acceptance of the offer to the email address provided by the Partner within the commitment period.

3.4. The purchase agreement is concluded after the acceptance of the Partner's offer.

4. Payment:

4.1. After concluding the purchase agreement and sending the purchase confirmation, the price of the goods, including any applicable national VAT or deposit, as well as the fee for additional services, must be paid immediately without any deductions.



4.2. In the event of non-payment of the full purchase price and additional service charges such as transport by the Partner, the Seller has the right to refuse the transfer of the goods.

4.3. The risk associated with the purchased goods passes to the Partner after the successful conclusion of the purchase agreement.

4.4. If the Partner unreasonably refuses to complete the placed order, the Seller may, without prejudice to the right to claim higher actual damages, demand 7.5% of the sale price for costs incurred in processing the order and lost profit. The Partner reserves the right to provide evidence of lesser damage.

5. Goods Transfer:

5.1. The Partner is responsible for organizing and arranging the pickup of the purchased goods. For successful receipt, the Seller must provide all necessary information such as location, nearest pickup date, and working hours.

5.2. The Partner is obliged to pick up the purchased goods as soon as possible but no later than four working days after receiving the permission from the Seller. The Partner will be provided with necessary access to the pickup location.

5.3. The Seller has the right to charge a storage fee of 10.00 euros net for each working day starting from the twentieth working day after the permission to collect the goods if the delay is not due to force majeure circumstances or harm to life, body, or health.

5.4. At the Partner's request, the Seller can arrange for the delivery of the purchased goods to the address specified by the Partner. The transportation order becomes effective after receiving the order from the Seller. The Partner will be informed of the transportation costs before placing a binding transportation order. To ensure timely transportation, the Seller may involve third-party service providers.

6. Retention of Title:

6.1. The Seller retains title to the goods until full payment of the purchase price.

6.2. The Partner may not pledge or transfer the goods as security. In the event of attachment or confiscation or other disposals by third parties, the Partner is obliged to immediately inform the Seller and provide all necessary information and documents to protect the Seller's rights.

7. Defects Liability and Warranties:

7.1. The Partner is obliged to inspect the goods immediately upon receipt. Discovered defects must be immediately reported to the Seller in writing.



7.2. If a defect that was not noticeable at the time of transfer is discovered later, the Partner must notify the Seller in writing within one business day of discovering the defect.

7.3. All other claims of the Partner arising from contracts with third parties, particularly from transportation contracts, expire within one year from the beginning of the statutory limitation period.

8. Data Protection:

8.1. The Seller has the right to collect, store, and process personal data of Partners to fulfill contractual obligations in accordance with data protection legislation.

8.2. The Seller may transfer the Partner's personal data to authorities upon request in accordance with the law.

9. Jurisdiction and Applicable Law:

9.1. All disputes arising from contractual relationships are subject to the jurisdiction of the courts at the location of TIRMARKET.

9.2. Exclusively applicable is the law of Poland, excluding the laws on the international sale of movable goods.

10. Miscellaneous:

10.1. If any provision of these Terms becomes invalid, the other provisions remain in force.

10.2. Additional provisions may be included in the contract by agreement between the Seller and the Partner.

11. Use of the Trading Platform:

11.1. The Seller provides Partners with the opportunity to use the trading platform for buying and selling goods in accordance with these Terms.

11.2. The Partner undertakes to use the platform solely for lawful purposes and in accordance with all applicable laws and regulations.

11.3. The Seller reserves the right to restrict or terminate the Partner's access to the platform in case of violation of these Terms or for other justified reasons.

12. Requirements for Offers and Orders:

12.1. All offers submitted by Partners through the platform must be accurate, complete, and truthful.

12.2. The Seller is not responsible for any errors or inaccuracies in the offers submitted by Partners.



12.3. The Seller reserves the right to reject any offer without explanation.

13. Product Information:

13.1. TIRMARKET undertakes to provide buyers with the most accurate and precise information about the sellers' goods to ensure transaction transparency.

13.2. Product information includes:

Detailed description of the product, including its features, model, year of manufacture, and other important parameters.

Photos of the product reflecting its current condition.

Description of identified defects and damages, including visible defects and damages discovered during inspection.

Results of technical inspection, including information on the technical condition of the main components and systems of the product.

13.3. The Seller undertakes to provide TIRMARKET with accurate and complete information about the product. All identified defects and damages must be indicated in the relevant documentation.

13.4. TIRMARKET reserves the right to conduct additional inspections of products to ensure the accuracy of the provided information. In case of additional defects or damages being discovered, this information will be added to the product description.

13.5. The buyer has the right to request additional information about the product before concluding the transaction. The Seller undertakes to provide all necessary information and respond to the buyer's inquiries.

13.6. All information provided by TIRMARKET about the product is part of the purchase agreement and can be used by the buyer to file claims in case of discrepancies or hidden defects.

14. Intellectual Property:

14.1. All materials posted on the TIRMARKET platform, including texts, graphics, logos, icons, images, audio clips, digital downloads, data compilations, and software, are the property of the Seller or its content suppliers and are protected by copyright laws and other intellectual property laws.

14.2. It is prohibited to use any materials from the platform without prior written consent from the Seller.

15. Confidentiality:

15.1. The Seller undertakes to ensure the confidentiality of the Partners' personal information in accordance with the privacy policy and applicable data protection laws.



15.2. Partners are obliged to keep all data obtained through the platform confidential and not to disclose it to third parties without prior consent from the Seller.

16. Visible Defects and Damages:

16.1. The Partner is obliged to inspect the goods immediately upon receipt. Visible defects and damages must be immediately reported to the Seller in writing.

16.2. Visible defects and damages include but are not limited to:

Broken door hinges on the driver's door, portal doors of the trailer, and semi-trailer.

Absence of spare key and additional key for storage boxes, except for certain cases.

Faulty mechanics in locking or lifting devices due to lack of lubrication or hydraulic fluids.

Cross arms, bushings, axle arms, and tie rods.

Faulty air ducts.

Faulty bulbs and other lighting fixtures.

Incorrect door closing - involved opening mechanisms and accessories.

Faulty clutch.

Absence of hydraulic oils.

Scratches, rust, and compression of rim edges.

Faulty seat and bed mechanisms.

Filters: fuel/oil filter/air filter/Ad-Blue filter.

Defective seals (e.g., engine seals, hose seals, etc.).

Deflated/damaged tires.

Delay in pneumatic/hydraulic lifting platforms, etc.

Battery.

Air connection to the coupling device differs from the specified.

Defects in electronic accessories (e.g., navigation, power converters).

Faulty injectors.

Electrical parts of the engine (e.g., alternator, starter, etc.).

Defects in the NOX sensor.



Faulty brakes and parking brakes (e.g., worn brake pads, lack of brake fluid, defective brake discs, etc.).

Liquid leakage (e.g., engine, transmission, axle hubs, hydraulics, power take-off pump, etc.).

Warping of pneumatic/hydraulic lifting platforms, etc.

Defective buttons and switches.

Faulty lambda sensor.

Air conditioner fluid and refrigerant compressor.

Minor damage from stone chips on the windshield (even outside the field of view).

16.3. If a defect not visible at the time of transfer is discovered, the Partner must notify the Seller in writing within one business day of discovering the defect.

16.4. In case of incomplete equipment, the Seller has the right to reduce the total amount by up to 500.00 euros net depending on the damage caused.

16.5. The Seller undertakes to inspect the declared defects and inform the Partner in writing of the inspection result. If the defect is confirmed, the Seller has the right to reduce the total amount by up to 500.00 euros net or decide to compensate the Partner.

16.6. If the declared defect concerns the incompleteness of accessories, the Seller has the right to reduce the total amount by up to 500.00 euros net depending on the damage caused.

16.7. This clause's exception also applies to defects or damages that occurred between the conclusion of the purchase agreement and the transfer of goods to the Partner due to force majeure circumstances (e.g., hail) or downtime.

16.8. All claims regarding defects must be submitted by the Partner in writing within 5 business days from the moment the defect is discovered. Claims submitted after this period are not considered.

16.9. The Seller is not liable for defects resulting from normal use and wear and tear. This exception also applies to defects that occurred between the conclusion of the purchase agreement and the transfer of goods to the Partner.

17. Commissions and Fees:

17.1. TIRMARKET acts as an intermediary between the seller and the buyer, and for providing its services, the platform charges a commission.

17.2. The platform service commission is set as a percentage of the sale price of the goods. The current commission rate is indicated on the TIRMARKET website and may



be changed at the platform's discretion. Any changes in the commission rate take effect from the moment they are published on the website.

17.3. When selecting a price or indicating a bid on the platform, the commission amount will be automatically calculated and displayed for both parties (seller and buyer). This ensures transaction transparency and allows both parties to see the exact amount payable or receivable after the commission deduction.

17.4. After completing the transaction between the seller and the buyer, the commission is automatically deducted from the amount payable to the seller.

17.5. The seller agrees that TIRMARKET has the right to withhold the commission from the amount paid by the buyer before transferring the remaining part to the seller.

17.6. In case of transaction cancellation initiated by the buyer or the seller, TIRMARKET reserves the right to charge the full or partial commission for the provided services, depending on the stage of the transaction cancellation.

17.7. All commissions and fees paid to TIRMARKET are non-refundable unless otherwise agreed separately between the parties.

17.8. TIRMARKET is not responsible for any taxes, fees, or other payments that may apply to the seller or buyer in connection with the sale of the goods. The party responsible for paying such taxes and fees bears the responsibility in accordance with applicable law.

17.9. All payments for commissions and fees are made in the currency specified on the TIRMARKET platform. In case of currency conversion, conversion fees may be charged additionally.

18. Responsibility for Payment Details:

18.1. The Partner undertakes to provide accurate and up-to-date payment information for processing transactions on the TIRMARKET platform.

18.2. The seller is responsible for any delays or payment issues arising from providing incorrect or outdated payment information.

18.3. In case of payment issues, the Partner must immediately notify TIRMARKET and cooperate to resolve such issues.

19. Final Provisions:

19.1. These Terms are governed and construed in accordance with the laws of Poland. All disputes arising in connection with these Terms are subject to resolution in the respective courts of Poland.

19.2. If any provision of these Terms becomes invalid or unenforceable, the other provisions remain in force and continue to operate.



19.3. All rights and obligations under these Terms may not be transferred by the Partner to a third party without prior written consent from the Seller.

19.4. These Terms constitute the entire agreement between the Seller and the Partner regarding the use of the TIRMARKET platform and supersede all previous agreements, arrangements, and negotiations between the parties regarding the specified subject matter.

The above terms and conditions provide a comprehensive framework for the operation and use of the TIRMARKET platform. By registering and using the platform, Partners agree to abide by these terms, ensuring a transparent and secure environment for buying and selling commercial vehicles and equipment. TIRMARKET is committed to maintaining the highest standards of service and compliance with applicable laws, providing Partners with reliable and efficient service.

Company Details:

Company Name: TIR MARKET Sp. Z.o.o.

Tax Identification Number (NIP): 7011052949

Address: Al. Jerozolimskie 85, local 21, 02-001 Warsaw, Poland

Website: <https://tirmarket.com.pl/>

Email: tirmarket@op.pl

Phone: +48888528715 mobile: +380956027222