



# VEHICLE IMPORT AGREEMENT

Concluded on ..... in the town of Kobyłka between:

PFR TRADE Filip Perzanowski, NIP: 1251645427, REGON: 365223467, branch Kobyłka, ul. Nadarzyńska 83, hereinafter referred to as the "Contractor", and:

First and last name / company name: .....

Registered address / company seat: .....

Correspondence address (if different from the above): .....

PESEL/NIP: .....

Mobile phone: .....

Email address: .....

hereinafter referred to as the "Client".

## § 1 – SUBJECT OF THE AGREEMENT

1. The Client commissions the Contractor to import a vehicle with the initially specified parameters:

- a) Make, model: To be agreed by e-mail, telephone or SMS.
- b) VIN, Auction Number: To be agreed by e-mail, telephone or SMS.
- c) Bidding amount excluding auction fees: To be agreed by e-mail, telephone or SMS.

2. Confirmation of the vehicle selection by the Client must be made in writing or by electronic message (e-mail, SMS) or by telephone and must include at least one of the following vehicle identifiers: VIN, auction number or a link to the offer on the auction portal and the maximum bidding amount, in accordance with §1 sec. 1.

3. The Contractor shall not undertake any actions related to the purchase of the vehicle without prior confirmation of the selection by the Client in accordance with point 2.

4. The Parties agree that after the purchase is made the Client undertakes to pay amounts to cover submitted invoices in accordance with the attached instructions.

## **§ 2 – PAYMENT**

1. The Parties agree that the Client shall pay a deposit to secure performance of their obligation:
  - a) PLN 3,000 – if the expected bidding amount does not exceed USD 30,000,
  - b) 10% of the expected bidding amount – if the expected amount exceeds USD 30,001, payable within 5 business days from signing the agreement to the Contractor's bank account number **11 1140 2004 0000 3802 8166 5754** or in cash. However, no later than one day before making the transaction in the USA. Payment title: DEPOSIT FOR [WHICH CAR, NAME, SURNAME].
2. The Client undertakes to pay the purchase costs and the related commission within 48 hours of receiving confirmation issued by the Contractor about the vehicle purchase.
3. The Client undertakes to settle the cost of transport within the USA and container shipping to Europe within 5 business days from the day of receiving the data necessary to make the payment.
4. The Client undertakes to pay costs related to customs clearance in Europe within 2 business days from receiving confirmation issued by the Contractor about the clearance and the resulting charges. Any transport costs dependent on the final delivery location indicated by the Client will be agreed individually.
5. The Contractor's commission depends on the vehicle price excluding auction fees:

Vehicle purchase amount USD 1 – 30,000 – commission PLN 3,000  
Vehicle purchase amount USD 30,001 – 40,000 – commission PLN 4,000  
Vehicle purchase amount USD 40,001 – 50,000 – commission PLN 5,000  
Vehicle purchase amount USD 50,001 – 60,000 – commission PLN 6,000  
Vehicle purchase amount USD 60,001 – 70,000 – commission PLN 7,000  
Vehicle purchase amount USD 70,001 – 80,000 – commission PLN 8,000  
Vehicle purchase amount USD 80,001 – 90,000 – commission PLN 9,000  
Vehicle purchase amount USD 90,001 and above – commission PLN 10,000
6. The Client undertakes to pay the commission referred to in §2 sec. 5 within 2 days of winning the auction.
7. The Contractor undertakes to return the deposit, reduced by the due commission, after the receipts from §2 sec. 2 have been posted to the account, if the commission has not been paid separately.

### **§ 3 – DEADLINES AND PLACE OF COLLECTION**

1. The Contractor undertakes to hand over the subject of the agreement to the Client within 90 days from the date of the vehicle purchase. The waiting time depends on the vehicle's location within the USA and the logistical capabilities of the servicing port.
2. This period may be extended for reasons beyond the Contractor's control, including but not limited to logistical, customs or transport delays.

### **§ 4 – WITHDRAWAL FROM THE AGREEMENT**

1. The Client has the right to withdraw from the agreement until the moment the subject of the agreement is purchased. The Contractor is obliged to return the deposit within 10 business days from the date of such a statement by the Client.
2. If the Client withdraws from the agreement for reasons other than those specified in the agreement, the deposit shall be retained by the Contractor.
3. The Contractor has the right to withdraw from the agreement if the Client, despite a summons, fails to make a payment on time. In such case the deposit is retained by the Contractor and the Client undertakes to pay a contractual penalty of 10% of the maximum bidding amount referred to in §1 sec. 1 point c.
4. The agreement may be terminated only in the cases specified therein.

### **§ 5 – LIABILITY**

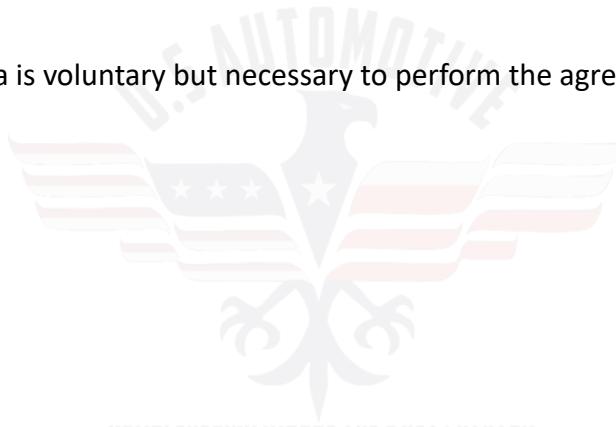
1. The Contractor is not liable for non-performance or improper performance of obligations under this agreement if non-performance or improper performance results despite exercising due diligence by the Contractor.
2. The Client declares that they have been informed of all costs related to the purchase of the vehicle, acknowledge them and will not assert any claims or demands.
3. The Client declares that they have read and accept the terms of the auction portals:  
<https://www.copart.com/pl/content/us/pl/member-terms-and-conditions> and  
<https://www.iaai.com/pl-pl/auctionrules> and by signing this agreement fully accept them.

## **§ 6 – MISCELLANEOUS**

1. Any disputes arising from this agreement shall be settled by the court competent for the Contractor.
2. Matters not regulated in this agreement shall be governed by the provisions of the Civil Code.
3. This agreement has been prepared in two identical copies, one for each party.

## **§ 7 – GDPR INFORMATION CLAUSE**

1. The Contractor, as the personal data controller, processes the Client's personal data to the extent necessary for performance of this agreement, in particular: name, surname, residential address, PESEL or NIP, e-mail address and identity document data required for customs clearance. Personal data are processed for the purpose of performing the vehicle import agreement, carrying out customs clearance, contacting the client and issuing an invoice – based on Art. 6 sec. 1 lit. b) and c) of the GDPR.
2. Data may be transferred to entities cooperating in performance of the agreement, including customs agents, customs offices in the European Union (in particular in the Netherlands) and contractors in the USA issuing sales documents, only to the extent necessary to perform the agreement.
3. Data will be stored for the period necessary to perform the agreement and for the time required by tax and customs law.
4. The Client has the right to access their data, rectify it, erase it, restrict processing, transfer data, object to processing and lodge a complaint with the President of the Personal Data Protection Office.
5. Providing the data is voluntary but necessary to perform the agreement.



CONTRACTOR'S SIGNATURE

CLIENT'S SIGNATURE