



# Regulations for the provision of services

Cracow 1 January 2021

by MBPOWER.PL Sp. z o.o.  
based in Krakow, Osiedle Sportowe 27 Lok. 59, 31-966 Krakow,  
NIP: 6783183556, REGON: 38536432400000,  
entered into the National Court Register under number 0000824985,

## 1. Definitions

Whenever it is mentioned:

1.1. "Regulations" - it ought to be understood as these regulations;

1.2. "Service" - it ought to be understood as the company MBPOWER.PL Sp. z o.o. based in Krakow, Osiedle Sportowe 27 Lok. 59.31-966 Kraków, NIP: 6783183556, REGON: 38536432400000;

1.3. "Customer" - it should be understood as entities that are both entrepreneurs within the meaning of Art. 4 of the Entrepreneurs' Law of March 6, 2018 (Journal of Laws 2019.1292, i.e.), as well as consumers within the meaning of art. 22<sup>1</sup> of the Civil Code;

1.4. "Consumer" - it should be understood as a Customer who is a natural person who performs a legal transaction with the entrepreneur not directly related to his business or professional activity, within the meaning of art. 221 of the Civil Code. The provisions regarding the Consumer contained in the Regulations apply to a natural person concluding a contract directly related to his business activity, when the content of this contract shows that he does not have a professional nature for that person, resulting in particular from the subject of his business activity, made available on on the basis of the provisions on the Central Register and Information on Economic Activity;

1.5. "Agreement" - it ought to be understood as an agreement concluded after the "Agreement" - it ought to be understood as an agreement concluded between the Car Service and the Customer, the subject of which is, in particular, the provision of services by MBPOWER.PL or the performance of a specific contract, with the content as agreed by the Parties; The Car Service and the Customer, the subject of which is, in particular, the provision of services by MBPOWER.PL or the performance of a contract for a specific task, with the content as agreed by the Parties;

1.6. "Workshop" - it should be understood as the place where the Service Center carries out the Agreement for the Client, located at the following address: Kraków, ul. Makuszyńskiego 10a;

1.7. "Parties" - it should be understood as MBPOWER.PL and the Client;

1.8. "Vehicle" - it ought to be understood as the Customer's car being the subject of the Agreement;

1.9. "Remuneration" - it ought to be understood as remuneration due to MBPOWER.PL from the Client on the basis of the Agreement and on the terms specified therein;

1.10. "Order" - it ought to be understood as an order for MBPOWER.PL to perform specific services or perform a specific work, submitted by the Client;

1.11. "Vehicle Acceptance Protocol" - it ought to be understood as a document completed and signed by the Service Employee and the Customer before the commencement and after the execution of the order, containing vehicle data, customer data indicating the scope of the work ordered,

1.12. "Service Worker" - it ought to be understood as a person present at the headquarters of the Car Service or Workshop, authorized by MBPOWER.PL to represent the Car service for the purpose of concluding an Agreement with the Customer;

1.13. "GDPR" - it should be understood as Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation).

## **2. General provisions**

2.1. The Regulations define the rules for the performance of Agreements by the Car Service for the benefit of customers.

2.2. The Customer may read the Regulations before signing the Vehicle Acceptance Protocol and, at his request, a copy of the Regulations will be issued to him.

2.3. The Regulations constitute an integral part of the Agreement. In the event of discrepancies between the content of the Regulations and the content of the Agreement, the provisions of the Agreement (including those accepted by the Customer) shall prevail.

2.4. Upon the conclusion of the Agreement, the Customer declares that he has a legal title to the Vehicle, in particular it is entitled to conclude the Agreement on the terms resulting from the Regulations and undertakes that no entity the third will not submit to the Car Service a claim for the Vehicle or other claims related to The vehicle, and in the event of such claims, the Customer undertakes to satisfy them in full.

### **3. Conclusion of the Agreement**

3.1. The contract is concluded between the Customer and the Car Service on the terms described below:

3.1.1. The Customer presents to the Car Service employee a general problem related to the Vehicle, on the basis of which the Car Service prepares a template of the Order in the form of a Vehicle Acceptance Protocol, which does not constitute an offer to conclude an Agreement, within the meaning of art. 66 § 1 of the Civil Code;

3.1.2. The order may concern both the performance of a specific repair, replacement of parts as well as carrying out checks and diagnostics in order to detect a defect of the Vehicle, depending on the arrangements of the Parties;

3.1.3. The Vehicle Acceptance Protocol does not include the amount of the Remuneration. The remuneration is determined in accordance with point 6.1. Regulations;

3.1.4. The Customer, by supplementing, signing and handing over, against receipt, under pain of nullity, to the Service Worker, agrees to the implementation of the Agreement, submits to the Service Center an offer to conclude the Agreement on the terms resulting from the Vehicle Acceptance Protocol. This offer remains binding for a period of 14 days from the date of its submission, unless the Parties agree otherwise.

3.1.5. Acceptance of the terms of the Regulations is made by the Customer by submitting a declaration of reading the content of the Regulations and consenting to the provisions contained therein in the Vehicle Acceptance Protocol;

3.1.6. The contract is concluded upon signing by the Service Employee; Vehicle Acceptance Protocol completed and signed by the Customer. The contract will be performed on the terms resulting from the Vehicle Acceptance Protocol and these Regulations. After signing the Vehicle Acceptance Protocol, the Service Worker immediately issues a copy of the Vehicle Acceptance Protocol with the signatures of the Customer and Service Worker.

3.2. The contract is concluded for the time needed to fulfill the obligations arising therefrom.

3.3. If the Customer submits an Order, the subject of which is the inspection and diagnosis of the Vehicle, the performance of the repairs indicated as part of the diagnosis is made on the basis of a separate Order, if the Customer decides to send the Vehicle for repair. The Customer's decision to refrain from repairing the Vehicle after its diagnostics has been carried out, does not entitle the Customer to refuse to pay for the diagnostics carried out.

3.4. If, during the performance of the Order by the Service Center, it is necessary to perform other works or purchase other parts and tools than those indicated in the Vehicle Acceptance Protocol, the Service Center will immediately notify the Customer of this fact using the data provided in the Vehicle Acceptance Protocol, which within a maximum period of 3 days is obliged to:

a. Give consent in oral or written form to perform additional works.

b. Concluding an Agreement with the Car Service for the performance of these additional works in the form of another Order on the terms specified in point 3.1.1. do 3.1.6

c. Submit a written declaration to the Car Service, otherwise null and void, about the lack of consent to perform additional works, which is synonymous with the Car Service's obligation to cease the execution of the Order. In this case, the Service Center will only perform the work necessary to secure the Vehicle in the condition in which it is at the time of receipt of the Customer's statement by the Service Center. In such a case, the Service Center retains the right to remuneration for the work covered by the Order until receipt of the customer's statement. The Customer is obliged to collect the Vehicle secured in such a way.

3.4.1. In the event that within the time limit specified in point 3.4. above, the Customer will not conclude an Agreement with the Service Center for the performance of additional works or will not submit an effective declaration of disagreement with their performance, the Service Center will only perform the works necessary to secure the Vehicle in the condition in which it is on the expiry of the above-mentioned period, retains the right to remuneration for the entirety Orders in accordance with the content of the Order Card. The Customer is obliged to collect the Vehicle secured in such a way.

#### **4. Conditions for the performance of obligations under the Agreement**

4.1. The contract is carried out in the Workshop, unless otherwise agreed between the Parties, or it is necessary for the proper performance of the Agreement.

4.2. In connection with the implementation of the Agreement, the Customer leaves the Vehicle at the disposal of the Service Center. The Customer leaves at least one set of keys with the Vehicle.

4.3. The acceptance and delivery of the Vehicle for the performance of the Agreement takes place on weekdays, from Monday to Friday, from 8.30 a.m. to 5.00 p.m. in the Workshop. After prior agreement between the Parties, it is also possible to accept or deliver the Vehicle on other days or hours.

4.4. The Customer who leaves the Vehicle in the Workshop to perform the Agreement is obliged to inform the receiving employee about any damage to the vehicle, i.e. abrasions, scratches, dents or damage to the inside of the Vehicle. When accepting the Vehicle, the Parties in the Order Form indicate the place, date and time of the vehicle handover, describe the condition of the handed over vehicle, including all possible damage to the Vehicle. The Vehicle Acceptance Protocol containing the signature of the Service Worker confirming the acceptance of the Vehicle is the only proof of handing it over to the Service Center and the condition in which it was issued to the Service Center.

4.5. When leaving the Vehicle, the Customer is obliged to remove any movable property in the Vehicle, including any cameras, navigation, and handles that are mounted on the windshield of the vehicle, when leaving the Vehicle for the purpose of implementing the Agreement. The above obligation does not apply to the mandatory equipment of the Vehicle. The Car Service is not responsible for items left in the Vehicle in breach of this point.

4.6. During the working hours of the Workshop, the Customer may obtain information on the progress of the Agreement, in person, by phone or via e-mail.

4.7. The Car Service notifies the Customer about the completion of the Order by phone, SMS or via e-mail.

4.8. The Customer is obliged to collect the Vehicle from the Workshop no later than 7 working days from the date of receipt of the notification of completion of the implementation.

4.9. If the Customer is delayed with the collection of the Vehicle in relation to the date specified in the Order Form, the Customer is obliged to pay the fee for storing the Vehicle in the amount indicated in the Price List for each commenced day.

4.10. In the event of a delay in the collection of the Vehicle exceeding 30 days, the Service Center is entitled to return the Vehicle for storage to a third party at the cost and risk of the Customer.

4.11. In the event of a delay in the collection of the Vehicle exceeding 122 days from the date of informing the customer about the possibility of collecting the vehicle, the Service Center will call the Customer to collect it in any form within 14 days, using the data indicated in the Vehicle Acceptance Protocol. If the Customer fails to collect the vehicle despite the expiry of the deadline specified in such a request, the Customer transfers the ownership of the vehicle to the Service Center free of charge.

4.12. When collecting the Vehicle, the Parties indicate the place, date and time of vehicle receipt in the Vehicle Acceptance Report.

4.13. Before collection, the vehicle is inspected and checked during a test drive within the scope of the contract, without the participation of the customer, unless the customer has not consented to the test drive of the vehicle - in this case, the service center cannot provide a guarantee as to the quality of the contract.

## **5. Rozwiązanie Umowy**

5.1. Upon conclusion of the contract, its termination is possible only by mutual agreement of the parties on the terms resulting from this agreement, concluded in writing under pain of nullity;

5.2. The Car service has the right to withdraw from the contract without notice in the following cases:

- a. Leaving the client late with payment of the remuneration;
- b. Failure to submit within the time limit resulting from point 3.4. Orders for additional works or statements about the lack of consent to perform additional works;
- c. Failure to collect the Vehicle within the time limit specified in the Vehicle Acceptance Protocol;

## **6. Remuneration**

6.1. The remuneration for the performance of the Agreement is determined on the basis of:

- a. The current price list of the Car Service, which includes man-hour rates and individual prices of some services, as well as the prices of additional fees,
- b. Current parts prices,

6.2 The remuneration is agreed individually between the Parties and accepted as to the amount and method of payment in the Repair Cost Estimate by both Parties.

6.3. The parts installed under the Agreement remain the property of the Car Service until the Customer has paid the Remuneration in full and the Customer may not use them without a separate written consent, otherwise the consent of the Car Service shall be null and void.

## **7. Responsibility**

7.1. The Car Service may entrust the performance of the Agreement to a third party, in whole or in part, without the prior consent of the Customer.

7.2. In the case of a Customer who is not a Consumer, the Parties exclude the warranty for defects, subject to point 7.3.

7.3. The Service Center may provide the Customer with a warranty for the period and terms resulting from a separate warranty agreement.

7.4. In the case of delivery of parts by the Customer, the above warranty applies only to activities performed under the Agreement.

7.5. In the case of a Customer who is not a Consumer, the condition for granting the guarantee is the payment of the entire amount of the Remuneration.

7.6 The service performs vehicle inspections before purchase. The vehicle inspection is used to verify the overall condition of the vehicle. The inspection includes the following activities: computer diagnostics, checking the available history of the vehicle, visual inspection of the brakes, checking the suspension and visual inspection according to the used vehicle inspection checklist. The scope of performed activities is made available to the Client. Detailed inspection of the wear status of individual parts or subassemblies, requiring the disassembly of these parts, is not included in the pre-purchase inspection service. The Car Service does not take responsibility and does not provide any guarantee or warranty for the tested vehicle and informs that all claims related to it should be directed to the Seller's address.

7.7 The Car Service is not responsible for the quality of parts delivered by the customer for the performance of the service. In the event of defects in the above-mentioned parts, the assembly and disassembly of these parts related to their possible defects will be at the customer's expense.

7.8 The Car Service is not a manufacturer of spare parts. The Service Center reserves the right to make the final recognition of any claims of the Customer dependent on their recognition by individual representatives of spare parts producers.

## **8. Personal data**

8.1. By providing the template of the Vehicle Acceptance Protocol, it specifies the Customer's personal data, the provision of which is necessary for the performance of the Agreement. Providing personal information is voluntary. The refusal to provide personal data may, however, result in the inability to properly perform the Agreement.

8.2. Pursuant to Art. 13 sec. 1 and sec. 2 GDPR, MBPOWER.PL informs that:

8.2.1. the administrator of the Customer's personal data is MBPOWER.PL Sp. z o.o. with headquarters in Krakow, 10a Makuszyńskiego Street, 31-752 Krakow, NIP: 6783183556, REGON: 38536432400000 (contact with the personal data administrator, email: [iod@mbpower.pl](mailto:iod@mbpower.pl) )

8.2.2. Customer's personal data will be processed on the basis of art. 6 sec. 1 point b) and c) of the GDPR, i.e. to perform the Agreement and perform the accounting and bookkeeping obligations of the Car Service, as well as to promote the Website's activities and maintain contact with the Customer by the Car Service;

8.2.3. the recipient of the Customer's personal data will be:

8.2.3.1. external accounting office keeping accounting and HR documentation for the Car Service;

8.2.3.2. an external entity providing IT support for the Car Service;

8.2.3.3. recipients who are legally entitled to receive them.

8.3. The Customer's personal data will not be processed in an automated manner or subject to profiling, nor will it be sent to third countries (i.e. outside the European Economic Area) or to an international organization.

8.4. The Customer's personal data will be kept for the duration of the Agreement and for 5 (five) years from the date of its termination or expiry.

8.5. The customer has the right to access their data and the right to rectify, delete, limit processing, the right to transfer data, the right to object, the right to withdraw consent at any time without affecting the lawfulness of processing, which was made on the basis of consent before its withdrawal (provided that he is entitled to such a right under the provisions of law).

8.6. The customer has the right to lodge a complaint to the President of the Personal Data Protection Office, if he considers that the processing of his personal data violates the provisions of the GDPR.

## **9. Final provisions**

9.1. The rights and obligations of the Customer and the Car Service under the Regulations are governed by Polish law.

9.2. The numbers of points (points) referred to in the Regulations without any further designation mean the appropriate editorial units of the Regulations.

9.3. All notifications and other information that are required or allowed by this Agreement will be made by phone or by text message, in writing - under pain of nullity by registered mail via the public postal operator, to the Parties' details indicated in the Vehicle Acceptance Protocol, unless the Regulations contain shows otherwise.

9.4. Settlement of any disputes arising between the Car Service and the Customer, who is a Consumer, shall be submitted to the competent courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure.

9.5. Settlement of any disputes arising between the Car Service and the Customer who is not a Consumer shall be submitted to the court having jurisdiction over the seat of the Car Service.

9.6. All persons can access the Regulations at any time via the website [www.mbpower.pl](http://www.mbpower.pl)

9.7. The Regulations enter into force on January 1, 2021.