

TERMS AND CONDITIONS OF SERVICES
PROVIDED BY HUSSAR ANGELS S.A.

HUSSARANGELS.COM is an internet service owned by Hussar ANGELS S.A. with its registered office in Warsaw at ul. Rtm. Witolda Pileckiego 63, registered in the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, KRS: 0000620760, NIP: 7010582154 REGON: 364631425, share capital of PLN 100,000.00, paid up in full, hereinafter referred to as "HUSSAR ANGELS".

§ 1

These Terms and Conditions set forth the rules for the provision of maintenance and repair services (roadside assistance) by HUSSAR ANGELS to the Client and for payments effected by the Client on the HUSSARANGELS.COM website for the services ordered to be performed by HUSSAR ANGELS.

§ 2

The provision of roadside assistance services includes in particular:

1. Access and provision of maintenance and repair services of trucks and semi-trailers owned by the Client (hereinafter referred to as "vehicles") at the breakdown site, among others in the Western Europe and in the United Kingdom;

§ 3

Contact with HUSSAR ANGELS In all matters related to the provision of services ordered by the Client, in particular to confirm the terms and conditions of the ordered roadside assistance services, unless HUSSAR ANGELS specify otherwise, contact:

- EMERGENCY HOTLINE +48 605 290 000
- e-mail address: piotr.kalinowski@hussarangels.com
tomasz.ksiazek@hussarangels.com
aliaksandr.dzikusarau@hussarangels.com

or through a form on the HUSSARANGELS.COM website.

§ 4

Roadside assistance

1. In case the Client's vehicle breaks down or is involved in an accident and cannot be driven to another location, HUSSAR ANGELS may organize a repair at the location of the event. A request for assistance may be reported to HUSSAR ANGELS at the EMERGENCY HOTLINE +48 605 290 000 or through a form placed on the HUSSARANGELS.COM website.

2. In order to prepare a preliminary repair price quote and the form of repair, the Client undertakes to state the following data and information:

- Client's personal data,
- detailed description of the breakdown and the possible cause of the breakdown,
- make, model, year and VIN number of the damaged equipment,
- breakdown location and if possible the geographical coordinates of the breakdown location,
- driver's first name and surname and the Client's and the driver's phone numbers.
- e-mail address to which the service price quote will be sent.

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3. Following a detailed review of data and information listed in item 2 above, HUSSAR ANGELS will send the Client, by e-mail, to the address provided by the Client, information about the form of repair, estimated time of arrival to the breakdown location, preliminary repair price quote and a request to accept those terms of repair.
4. The Client will accept the terms and conditions of repair promptly by sending by e-mail a scanned letter containing information specified in section 2 of this paragraph with the Client's seal and signature of the Client's authorized representative. The form of the return e-mail is specified below: "I hereby order the repair of a truck/semi-trailer make year Breakdown location:"
5. If a Client fails to accept the terms and conditions of repair promptly then HUSSAR ANGELS is not required to perform the repair on the proposed terms and will not be liable for any effects of the failure to accept the terms and conditions of repair.
6. Following receipt of a scanned letter accepting the terms and conditions of repair from the Client, HUSSAR ANGELS will take action to remedy the breakdown.
7. HUSSAR ANGELS will provide the Client with information about the breakdown remedial status – by phone, text message or electronically. If the costs of remedying the breakdown increase then HUSSAR ANGELS will inform the Client about that fact to agree upon the new costs of repair. If the parties are unable to reach an agreement about the new cost of repair, the Client will pay for the services provided up to that point and HUSSAR ANGELS will not be liable for lack of the Client's consent for the provision of additional indispensable repairs, which require new costs of repair to be agreed upon.
8. Upon remedial of a breakdown, HUSSAR ANGELS will inform the Client about this fact and the vehicle driver or another person authorized by the Client present at the breakdown location will sign a protocol confirming that the repair has been completed.

§ 5

Method of payment

1. The Client will pay for the roadside assistance service through the HUSSARANGELS.COM website. The commencement of repair is conditional upon the Client making the payment. The payment date is the date when the payment is credited to HUSSAR ANGELS' bank account.
2. To make a payment for the roadside assistance service on the HUSSARANGELS.COM website, one must enter the required data in the repair payment form.
3. The payment is effected through the Przelewy24 web payment system.
4. Requesting a repair through the HUSSARANGELS.COM website requires the user's browser to accept cookies.
5. The HUSSARANGELS.COM website runs on a properly configured web browser: Internet Explorer, Mozilla Firefox, Google Chrome and on other updated and properly configured browsers.
6. After the order is submitted, the Client will receive an e-mail with confirmation that the request has been accepted.

§ 6

Delivery of the vehicle

1. The vehicle will be delivered in the location where the roadside assistance service is provided.
2. If the anticipated time of completion of the roadside assistance service cannot be kept then HUSSAR ANGELS will notify the Client about the new time of completion.

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3. A Client is obligated to pick up the vehicle promptly following receipt of the notice of completion of the roadside assistance service. If the vehicle pickup is delayed then HUSSAR ANGELS will have the right to move the vehicle to a parking spot, which will be provided free of charge for a period no longer than 24 hours. After that period, the vehicle will be kept against a fee calculated based on the average parking service prices in the relevant country.
4. The Client or the Client's authorized representative will confirm pickup of the vehicle in writing. The written confirmation of vehicle pickup means that the roadside assistance service has been performed in accordance with the wording of the submitted order.
5. Invoices may be sent or made available to the Client by HUSSAR ANGELS in the electronic form. The Client hereby agrees for HUSSAR ANGELS to send or make available to it VAT invoices, correcting VAT invoices, duplicates of VAT invoices, duplicates of correcting VAT invoices electronically in the PDF format in accordance with the Finance Minister's regulation of 17 December 2010 on transmission of invoices in the electronic form, rules for their storage and provision of access to such invoices to a tax authority or a tax inspection authority (Journal of Laws No. 249 Item 1661). E-invoices should be sent by HUSSAR ANGELS to the Client's electronic address. A Client may withdraw its approval for receipt of e-invoices from HUSSAR, as a result of which HUSSAR ANGELS will no longer have the right to send invoices in the electronic form in the PDF format to the Client, starting from the day following the date on which HUSSAR ANGELS receives such approval withdrawal notice. The approval withdrawal must be made in writing, otherwise being null and void, and sent to HUSSAR ANGELS by post against a confirmation of receipt.

§ 7

Statutory warranty

1. Before invoking statutory warranty, the Client should contact HUSSAR ANGELS to agree on the manner of proceeding, in particular to agree on how HUSSAR ANGELS will proceed if the complaint is accepted.
2. Under the statutory warranty for defects, complaints may be submitted in writing to the registered office of HUSSAR ANGELS or by electronic mail to e-mail addresses: piotr.kalinowski@hussarangels.com, tomasz.ksiazek@hussarangels.com, aliaksandr.dzikusarau@hussarangels.com within 7 days of the provision of the service. A complaint should specify its cause and a proof that HUSSAR ANGELS has performed the service is required.
3. Services provided using materials supplied by the Client are excluded from statutory warranty.
4. The Client and HUSSAR ANGELS agree that pursuant to Article 558 of the Civil Code, they exclude statutory warranty for physical defects of parts and any elements replaced as part of the service.

§ 8

1. HUSSAR ANGELS has no obligation to store any property left in the vehicle and is not responsible for its loss or damage.
2. HUSSAR ANGELS will make efforts to prevent any damage or loss to property left in the vehicle.
3. Provisions of the Civil Code will apply accordingly to any matters not governed by these Terms and Conditions.
4. Provisions of these Terms and Conditions will govern the rules of ordering roadside assistance services, terms of payment and terms and conditions of repairs, unless HUSSAR ANGELS and the Client agree on different terms and conditions for a specific service, which are confirmed in writing or electronically.

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