

**SALES AGREEMENT**

concluded in ..... (city) on ..... (date) by and between:

**VB Leasing Spółka Akcyjna** with its registered office in Wrocław at Fabryczna street No. 6, 53-609 Wrocław, entered in the Register of Entrepreneurs maintained by the National Court Register maintained by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division of the National Court Register at KRS No.: 0000307665, NIP No.: 521-348-24-74, REGON No.: 141374292, share capital: PLN 28,201,000.00, paid up in full, represented by:

.....  
.....

hereinafter referred to as **the Seller**,

and

.....  
.....  
.....  
.....  
.....

represented by:

.....  
.....

hereinafter referred to as **the Buyer**

jointly hereinafter referred to as the **Parties**.

**Whereas:**

*1) The item, referred to in § 1 section 1 below (hereinafter referred to as the "Item") was the subject of an online auction organized by the Seller in accordance with the regulations of the electronic auction organized by VB Leasing S.A. (available at: <https://aukcje.vbleasing.pl/informacje/regulamin>, hereinafter referred to as: the "Regulations").*

2) *At the request of the bidder who placed the highest bid to the Seller in the online auction referred to in point 1, the Buyer intends to purchase the Item from the Seller in order to lease or rent it (or conclude another financing contract) to the bidder or another entity indicated by the Buyer.*

***The Parties have agreed to conclude the Agreement of the following contents:***

### **§ 1**

1. The subject of this Agreement is the following movable property: .....  
make ..... type/model ..... year of manufacture ..... serial/VIN  
number ..... registration number ..... (the Item).
2. The Seller declares that it has the right of ownership to the Item.
3. The Buyer declares that it has seen the Item, has performed a thorough visual inspection and technical inspection of the Item and has familiarized itself with its actual condition.
4. The Buyer declares that it does not raise any objections to the actual condition (including technical condition) of the Item, its equipment, parameters, or its appearance.

### **§ 2**

1. The Seller sells the Item to the Buyer for the price of PLN ..... (in words: ..... ) net (hereinafter: the “Price”). VAT at the applicable rate will be added to the Price, unless the sale of the Item is made on the basis of a VAT-margin invoice.
2. The whole Price will be paid to the Seller within 3 (three) days of conclusion hereof, to Seller’s bank account No.: .....
3. The date of payment thereof will be considered by the Parties to be the date of crediting the Seller's bank account.
4. If the Buyer fails to pay the Price within the time limit indicated in section 2, the Seller will be entitled to make a declaration of withdrawal from this Agreement without setting an additional time limit for payment of the Price for the Buyer.

### **§ 3**

1. The ownership of the Item will be transferred to the Buyer only after all the amounts due hereunder, including the Price, have been paid to the Seller.

- 2. The Item will be released immediately after signing this Agreement and after the Buyer has paid the Seller all the amounts due hereunder, including the Price.
- 3. The Item will be released on the basis of a written handover report drawn up by representatives of the Parties.
- 4. The costs of collecting the Item from the Seller will be borne by the Buyer.

**§ 4**

- 1. The Seller excludes its liability under the warranty for the sold Item to the fullest extent permitted by law, which the Buyer accepts.
- 2. The Item is sold without granting a guarantee.
- 3. Any liability for damages of the Seller and the persons it has used to perform the agreement is excluded to the fullest extent permitted by law. The Seller will only be liable in accordance with general principles of the law for damage caused by willful misconduct and only for the normal consequences of the acts or omissions from which the damage resulted. If there are grounds for Seller's liability on account of the Agreement, the Seller will be liable up to the value of the Item.

**§ 5**

- 1. The application, to this Agreement, of any contractual models (including general terms and conditions) in effect at the Buyer's, regardless of the extent to which they would conflict with this Agreement, is excluded in its entirety, unless the Seller agrees to them in writing on pain of nullity.
  - 2. Any amendments to this Agreement will be made in writing on pain of nullity.
  - 3. The Regulations as well as the provisions of the Polish law, in particular the provisions of the Civil Code, will apply to the matters not governed herein.
  - 4. The court having jurisdiction to hear disputes related to this Agreement will be the court having jurisdiction over the registered office of the Seller.
- A. This Agreement was drawn up in two identical copies, one for each of the Parties.

**Seller**

**Buyer**

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