

## **REGULATIONS FOR ORDERING DUPLICATES OF THE CoC ("REGULATIONS") EFFECTIVE FROM 01.12.2022**

The regulations define the rules for submitting by interested persons ("**Ordering Party**") orders in electronic form for duplicates: EC certificates of conformity, excerpts from approval certificates ("**Duplicate CoC**") of Mitsubishi cars ("**Order**") using the form available at <https://www.mitsubishi.pl/dla-wlascieli/duplikaty-coc> ("**Form**") and the execution and settlement of such orders by ASTARA Poland Sp. z o.o. with its seat in Warsaw, address: ul. Cybernetyki 10, 02-677 Warsaw, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under KRS number: 0000168121, NIP: 5261039021, with share capital in the amount of PLN 18,500,000 ("**Astara**").

### **I. GENERAL PROVISIONS**

1. These Regulations define:
  - a) the rules and conditions for submitting Orders by Orderers using the Form,
  - b) rights and obligations of the Ordering Party and the Astara related to the submission, implementation and settlement of Orders,
  - c) Principles of personal data protection of the Ordering Party.
2. Astara accepts and executes Orders in accordance with the Regulations.
3. The condition for placing an Order is reading and accepting the content of the Regulations by the Ordering Party.

### **II. RULES FOR PLACING ORDERS**

1. The order may be for the delivery of a Mitsubishi CoC vehicle of the M1 category (passenger car) and N1 category (trucks with a maximum permissible weight of up to 3.5 tons), dedicated to the European market, with a 17-character VIN number beginning with the markings: JMB, MMB, MMC or XMC, and introduced to the market by Mitsubishi Motors Europe, as a rule not earlier than 10 years prior to placing the Order. However, in some situations it may be possible to obtain a Duplicate CoC for cars placed on the market earlier than 10 years before placing the Order, and in such cases the Order will be completed. Duplicate CoCs are issued in the language in which they were originally issued.
2. Please note that the functionality of the Form may not allow automatic verification whether the data provided by you regarding the car meet the above criteria described in point 1. Therefore, before submitting the Order, the car data provided in the Form should be verified by the Ordering Party. In case of any doubts in this matter, we suggest contacting Astara. Please note that the verification by Astara that the car data provided by you in

the Form meet the criteria described in point 1 above may require Astara to start the substantive implementation of the Order, which may take place after its payment. In this case, if it turns out that the car data provided by you in the Form does not meet the criteria described in point 1 above, the fee will be refunded to you.

3. Placing an order does not require an account or registration in the Astara IT system.
4. Placing an order requires an advance payment by the Ordering Party to cover the costs of the Order - preparation and possible foreign postage of the document - in the amount of **160 €**. The transfer title must be as follows: "CoC duplicate - VIN of the car to which the Order relates" (enter 17 characters). Bank account number for payments from Santander Bank Polska S.A. **PL33 1090 2851 0000 0001 4186 1241 KOD SWIFT WBKPPLPP**.
5. Placing an Order requires the correct completion of the Form, which may include the following data, while the Form template and the scope of the required data may be changed and modified:
  - a) name and surname, e-mail address, telephone number (optional),
  - b) 17-character VIN number of the car to which the Order relates,
  - c) the category of the car to which the Order relates,
  - d) the method of collecting the CoC Duplicate, including the indication of the postal address in the European Union for correspondence in the case of choosing the delivery option by post,
  - e) data necessary to issue a VAT invoice,
  - f) the reason for placing the Order.
6. Completion of the Order process requires the acceptance of the Regulations and clicking the "**Send**" button. Upon completion of the Order process, the Ordering Party concludes a remote service agreement with Astara, under which Astara undertakes to obtain and deliver a Duplicate CoC to the Ordering Party, and the Ordering Party undertakes to cover the costs of the Order ("**Agreement**").
7. The Ordering Party is obliged to complete the Form with the utmost care and to provide truthful data. Astara is not obliged to verify the correctness and / or truthfulness of the data provided by the Ordering Party and is not liable for any damage related to the provision by the Ordering Party of incorrect and / or false data in the Form.
8. After sending the Form, the Ordering Party will receive an e-mail from the address [coc.pl@astara.com](mailto:coc.pl@astara.com) and will be asked to send the documents necessary to start the process of obtaining a Duplicate:

*"Dear customer,  
Thank you very much for the submitted application for a Duplicate CoC. In order to start the procedure of obtaining the document, **please send several important documents in response to this message:***

- a) *photos of the car identification plate with the 17-character VIN number to which the Order relates,*
- b) *a scan of the car registration certificate to which the Order relates,*
- c) *confirmation of prepayment to cover the costs of the Order.*

*After receiving the documents, our team will make every effort to ensure that the document is immediately prepared."*

9. The Ordering Party, who is a consumer, may withdraw from the Agreement within 14 days from the date of its conclusion, without giving any reason, by submitting an appropriate statement in the form of a document or in writing. An exemplary model withdrawal form is attached as **Annex 1** to the Regulations.
10. The Ordering Party acknowledges that Astara starts the performance of the Order immediately after the conclusion of the Agreement, and consequently, it is considered that the Ordering Party who is a consumer has requested the service before the deadline to withdraw from the Agreement. Therefore, for the avoidance of doubt, it is confirmed that the withdrawal from the Agreement is without prejudice to the validity and the need to settle the Order, pursuant to the provision of art. 35 sec. 1 and 2 of the Act on consumer rights. However, if Astara obtains a Duplicate CoC before the deadline to withdraw from the Agreement, the Agreement shall be deemed performed.

### **III. EXECUTION OF THE CONTRACT.**

1. The CoC duplicate will be delivered to the Ordering Party, at the Ordering Party's discretion, in an electronic version to the e-mail address provided in the Form or in a hard copy by post to the correspondence address provided in the Form.
2. The order fulfillment time is from 10 to 40 business days, but this period does not include the time of delivery of the Duplicate CoC to the Ordering Party by the entity delivering the shipment. The duration of the Order depends on whether it concerns a vehicle placed on the Polish market by Astara (then the time is shorter) or a vehicle placed on the European market by another importer.
3. By accepting the Regulations, the Ordering Party grants consent to the issuance and sending by Astara of an electronic VAT invoice within the meaning of the applicable provisions of law, to the e-mail address provided by the Ordering Party in the Form. The above consent does not deprive Astara of the right to issue and send paper VAT invoices. The Ordering Party provides the data for the VAT invoice at the time of placing the Order. The Ordering Party acknowledges and accepts that the failure to provide the NIP number when placing the Order is tantamount to the inability to issue a VAT invoice.

#### IV. COMPLAINTS

1. AstarA does not provide for a special procedure for considering possible consumer complaints. AstarA's liability towards the Ordering Party who is a consumer is based on applicable law, in particular the Civil Code of the Republic of Poland.
2. The AstarA is responsible only for the authenticity of the Duplicate CoC delivered to the Ordering Party. AstarA shall not be liable for the content and correctness of the Duplicate CoC, if the Ordering Party incurs damage resulting from the failure to recognize the Duplicate CoC by the competent authority, and the responsibility for these circumstances rests with the entity that issued the original certificate of conformity (car manufacturer).

#### V. PERSONAL DATA PROTECTION

1. In the scope of the implementation of the Agreement, the administrator of the Ordering Party's personal data is AstarA. The Ordering Party's personal data will be processed with appropriate security measures that meet the requirements of Polish law. Providing personal data is voluntary, but necessary for the conclusion and implementation of the Agreement. Your personal data will be processed in particular for the purposes ("**Processing Purposes**"):
  - (i) conclusion and implementation of the Agreement, including requesting the appropriate entity to issue a Duplicate CoC, as well as handling inquiries and complaints of the Ordering Party in connection with the implementation and settlement of the Order;
  - (ii) marketing (if consent has been granted or if the legal basis for processing is allowed, the legitimate interests of the personal data administrator - art.6 par.1 letter f) of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27/04/2016. on the protection of individuals regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC "GDPR");
  - (iii) statistical within the legally permitted and legitimate interest of the personal data administrator - art. 6 sec. 1 letter f) GDPR.
2. Personal data will be kept only for the period necessary for the proper implementation of the Processing Purposes. Within the scope of the consent for the processing of personal data, the data will be stored until the consent is withdrawn or the activity to which the consent relates is ceased. After the above-mentioned deadlines, personal data will be stored for the period required by the obligations imposed on the data controller by legal regulations, including tax regulations, and / or until the expiry of the limitation period for any claims related to the Processing Purposes.
3. The recipients of the Ordering Party's personal data may be AstarA's authorized associates, contractors and their authorized associates, to the extent that it may be required to perform the obligations related to the

implementation of the Processing Purposes, including the submission, implementation and settlement of the Order. In addition, personal data may be made available to other entities if their cooperation with Astara is justified by the Processing Purposes described above or related to data storage (e.g. entities providing IT services such as hosting or servicing IT systems and software). In the case of marketing activities, data recipients may be selected Astara associates, media houses, advertising agencies, entities providing marketing services (including their selected associates), to the extent that they participate in Astara's marketing activities.

4. The ordering party has the right to: access their personal data, rectify it, delete it, limit processing, transfer data, the right to object to data processing due to your special situation or for direct marketing purposes, as well as the right to withdraw consent to data processing at any time without affecting the legality of the current processing. In order to exercise the above rights, the Ordering Party may send a message to the email address [inspektor\\_danych@mitsubishi-motors.pl](mailto:inspektor_danych@mitsubishi-motors.pl) or to the above-mentioned correspondence address of the seat of Astara. Contact to the Personal Data Protection Inspector, Astara: [privacy.pl@astara.com](mailto:privacy.pl@astara.com).
5. The basis for the processing of the Ordering Party's personal data, depending on the situation, is Art. 6 sec. 1 lit. a), b), c) and f) GDPR.
6. If it is found that there has been a breach of the provisions on the protection of personal data, the Ordering Party has the right to lodge a complaint with the Personal Data Protection Office.

## **VI. FINAL PROVISIONS**

1. The contract is governed by Polish law. In the case of Orderers who are not consumers, any disputes regarding its conclusion, performance and / or interpretation will be settled by the court competent for the seat of Astara.
2. To the extent that it results from the provision of art. 385<sup>5</sup> of the Civil Code, the provisions contained in these Regulations, which, by virtue of specific references, refer to consumers, also apply to the natural person concluding the Agreement, which is directly related to the economic activity of that person.
3. Astara is entitled to unilaterally amend the provisions of the Regulations without giving any reason. Astara shall inform the Ordering Party about the change in the Regulations by placing a uniform text of the Regulations on the website where the Form is available or by notifying the Ordering Party directly by e-mail to the e-mail address provided by him. Amendments made to the Regulations shall enter into force after 14 days from the moment of making its content available on the above-mentioned website. Orders placed before the amendments to the Regulations enter into

force are implemented based on the provisions of the Regulations in force on the date of placing the Order.

4. The technical requirements necessary for cooperation with the ICT system used by Astara are as follows:
  - a) Internet connection,
  - b) having a web browser that allows displaying HTML documents on the screen,
  - c) having a browser that accepts an e-mail account.

**Attachments:**

1. Statement of withdrawal from the contract

**Annex 1 to the Regulations**

*Model withdrawal form*

on \_\_\_\_\_

\_\_\_\_\_  
first name and last name

\_\_\_\_\_  
address

**ASTARA Poland Sp. z o. o**  
**ul. Cybernetyki 10**  
**02-677 Warsaw**

**DECLARATION OF WITHDRAWAL FROM THE CONTRACT  
INCLUDED AT A DISTANCE**

I hereby declare that pursuant to Art. 27 of the Act of May 30, 2014. on consumer rights, I withdraw from the contract concluded on \_\_\_\_\_ regarding obtaining a duplicate CoC for a vehicle with the VIN number:  
\_\_\_\_\_

The amounts to be refunded should be paid to the following bank account  
\_\_\_\_\_

\_\_\_\_\_  
signature