

GENERAL CONDITIONS OF SALE of ANIRO Sp. z o.o. (OWS)

General Provisions

1. These General Conditions of Sale (hereinafter referred to as **OWS**) determine the rights and obligations of the parties to sales contracts where the seller is **ANIRO Spółka z ograniczoną odpowiedzialnością**, with its registered office in Toruń (87-100), ul. Chrobrego 64, registration files in the Register of Entrepreneurs of the National Court Register at the District Court in Toruń, 7th Commercial Division of the National Court Register, KRS number: 0000240757, NIP: 5252336245, share capital in the amount of PLN 50,000.00.
2. These OWS constitute an integral part of the sales contracts concluded by ANIRO.
3. These OWS apply exclusively if the other party to the contract (hereinafter: **Buyer**) is an entrepreneur within the meaning of the provisions of the Civil Code.
4. These OWS exclude the application of other contract templates (general contract terms, sales conditions, contract forms, regulations, etc.) used or established by the Buyer.
5. Contractual provisions individually agreed and confirmed in writing shall take precedence over the provisions of these OWS to the extent that they contain regulations different from these OWS.
6. These OWS are published on the website: www.aniro.pl.

Basic Concepts

1. **ANIRO Price List** – a set of prices unilaterally determined by ANIRO Sp. z o.o., valid during the period specified by ANIRO Sp. z o.o., relating to the Subject of the contract, its individual types, variations, replacement elements, component parts, and additional services.
2. **Warranty** – a quality warranty for the proper operation of the Goods, constituting a contractual obligation of ANIRO (the Guarantor) to remove a defect arising in the Goods free of charge or to replace the Goods with non-defective ones, if such defects manifest themselves within the period specified in the warranty.
3. **Buyer** – an entity acquiring Goods from ANIRO under a contract.
4. **OWG** – General Warranty Terms and Conditions of ANIRO Sp. z o.o.
5. **OWS** – General Conditions of Sale of ANIRO Sp. z o.o.
6. **Parties** – ANIRO Sp. z o.o. and the buyer concluding the contract.
7. **Goods** – finished products available for sale are classified as goods.
8. **Stocked Goods** – Goods standardly maintained in stock. In the case of stocked goods, the Client receives information in the offer about the availability of the given item in the ANIRO warehouse.

9. **Trade Secret** – undisclosed to the public technical, technological, commercial, or organizational information of an enterprise, regarding which the entrepreneur has taken necessary measures to maintain its confidentiality.
10. **End User** – a natural person, organizational unit, or legal person acquiring the subject of the contract directly from ANIRO under a contract or through a third party acting as a buyer.
11. **Defect** – a physical defect in the Subject of the contract, arising from reasons inherent in the subject of the contract, as a result of which the utility of the subject of the contract has been reduced, taking into account the purpose specified in the contract or other agreement or resulting from the circumstances or destination of the subject of the contract, as well as when the Subject of the contract has lost properties the existence of which ANIRO assured the buyer.

Conclusion of Contract

1. Goods and services presented by ANIRO in catalogs, marketing materials, as well as posted on the website are for informational purposes only and do not constitute an offer within the meaning of the provisions of the Civil Code.
2. Any assurances, warranties, or modifications to the sales contract made orally by ANIRO employees in connection with concluding a sales contract or submitting an offer do not constitute an element of the contract and do not bind the Seller.
3. The sole basis for concluding a contract is a commercial offer prepared in electronic form. Unless otherwise specified in the offer, the offer is valid for **30 days**.
4. In order to accept an offer, the Buyer should place an order with ANIRO in electronic form to the address and in the manner specified in the offer. The order should contain: 1) Name of the Buyer – along with an exact address, 2) NIP number, 3) Offer number, 4) Identification of the specified product by commercial name or symbol from the offer, 5) Quantity of ordered goods, 6) Date, place, and conditions of delivery/collection of the product.
5. Placed orders bind ANIRO from the moment ANIRO confirms the acceptance of the order, and a lack of response shall not mean silent acceptance of the order. In the event that ANIRO accepts an order with reservations, the Buyer is bound by the content of those reservations, unless they present their possible comments in writing within **24 hours** after receiving the reservations from ANIRO. The submission of such comments by the Buyer is considered as placing a new order, whereby the provisions of the preceding sentences apply accordingly.
6. In the event of failure to provide the information listed in section 4 in the order, ANIRO shall not be held liable for any price discrepancies on the VAT invoice, lack of Product availability, as well as discrepancies in specific Product parameters specified in the initial order.
7. Special prices contained in the offer apply to the offer as a whole and remain valid only when the order covers the entire offer.
8. Cancellation of an order is possible before the invoice is issued and only for stocked goods. If the buyer wishes to cancel an order after the invoice has been issued, a correction invoice

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Sąd Rejonowy w Toruniu VII Wydział Gospodarczy Krajowego Rejestru Sądowego.
NIP: 5252336245, KRS: 0000240757, REGON: 140144905
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(credit note) must be issued. There is no possibility to cancel an order in the case of goods ordered specifically for a client.

Prices and Payment Terms

1. Unless the parties have agreed otherwise separately in each order, the prices contained in the ANIRO price list applicable on the date of order confirmation shall apply to the subject of the contract.
2. Unless otherwise reserved, the prices presented by ANIRO do not include costs of transport, packaging, storage, insurance, taxes, customs duties, and other public law charges.
3. The Buyer is obliged to pay the price in the form of an advance payment (prepayment), unless other conditions result from the provisions of the contract/offer and/or when it is the first purchase without a prior history.
4. Payment of the price is made via wire transfer to the bank account indicated by ANIRO on the invoice/proforma.
5. Payment is deemed made upon the receipt of funds into ANIRO's bank account.
6. If the price is to be paid as a prepayment, failure to pay within **7 days** from the date of issuance of the proforma invoice results in the termination of the contract without the need to make any additional statements.
7. In the event of failure by the Buyer to fulfill obligations towards ANIRO, in particular in the event of failure to meet a payment deadline, ANIRO has the right to declare all commitments of the Buyer incurred under all Contracts concluded between ANIRO and the Buyer immediately due and demand their payment in full, as well as to suspend product deliveries that have not yet been completed until the outstanding balance is paid.
8. Bringing claims in respect of a defect in the subject of the contract does not release the buyer from the obligation to make payments for the subject of the contract within the agreed deadline.
9. The validity of an ANIRO proforma invoice sent to the buyer is **7 days** from its issuance. After this deadline, the proforma invoice is automatically cancelled.

Delivery and Transport

1. Delivery of products will be executed within the deadline specified in the offer or order confirmation.
2. The delivery deadline may change in the event of:
 - suspension of delivery due to reasons attributable to the Buyer;
 - delay of the Buyer in paying the price;
 - failure of the buyer to provide information necessary for the execution of the delivery;

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- force majeure events.
- 3. In such cases, the delivery deadline will be extended by the duration of such circumstances, taking into account the time necessary for ANIRO to resume delivery.
- 4. The risk of damage, destruction, or loss of the product passes to the Buyer at the moment it is handed over to them by ANIRO.
- 5. Any reservations of the Buyer regarding discrepancies in deliveries must be reported during the delivery in writing on the waybill or other proof of delivery to the carrier (in accordance with the relevant transport regulations) and immediately after the delivery is completed.
- 6. Acceptance of Goods without inspecting them or failure to report reservations immediately after the completion of delivery will be considered confirmation that the Goods were delivered correctly, in the correct quantity, and possess the correct features and properties.
- 7. Under pain of losing the right to pursue any claims against ANIRO for defects in goods or non-compliance of the delivery with the order or its confirmation, the Buyer is obliged to fulfill all formalities provided for in the preceding points, in particular to report identified irregularities to ANIRO immediately after discovery, but no later than within **7 calendar days** from the date when their discovery was possible with due diligence.
- 8. If the buyer delays in collecting the product from ANIRO's warehouse for longer than **7 days** or has not collected the product at another agreed place within the agreed time : in the event of failure to collect the goods within 7 days, the seller has the right to charge a storage fee of **PLN 50 net per day**.

Liability

1. ANIRO bears liability for the non-performance or improper performance of the Contract, provided that this liability is limited in amount to the value of the products delivered under the Contract. ANIRO is not liable for any damages resulting from improper selection of the subject of the contract by the Buyer, their improper use, or operation inconsistent with the intended purpose or user and maintenance manual, as well as any damages whose occurrence, size, or impact was affected by the condition and properties of the infrastructure within which the subject of the contract is to be operated, including in particular those elements with which the subject of the contract is to be connected.
2. The Buyer is responsible for the applicability and consequences of using the subject of the contract delivered by ANIRO in specific structural solutions of the buyer.
3. ANIRO bears no liability towards the Buyer for defects in items or actions performed by the buyer using the subject of the contract delivered by ANIRO.

Warranty and Statutory Warranty

1. All provisions regulating ANIRO's liability towards the buyer under warranty and statutory warranty are regulated by the **General warranty terms and conditions (OWG)**, available for review at www.aniro.pl.

2. In connection with ANIRO granting a warranty on the terms specified in the OWG, ANIRO's liability under statutory warranty (rekojmia) is excluded.

Force Majeure

1. ANIRO shall not be held liable for failure to comply with obligations resulting from the contract if it was caused by reasons beyond its control, which could not have been foreseen at the time of concluding the contract and which could not have been avoided in connection with the occurrence of Force Majeure.
2. The occurrence of Force Majeure entitles ANIRO to suspend further activities regarding the execution of the contract for the duration of the Force Majeure, and in a situation of a long-term and burdensome nature of Force Majeure, to withdraw from providing further activities regarding the execution of the Warranty.
3. In a situation where ANIRO makes a decision within the scope expressed in section 2, the buyer shall not be entitled to compensation claims for damage incurred or lost profits.

Final Provisions

1. The governing law for these OWS is Polish law.
2. Any disputes arising between the parties shall be resolved in accordance with the provisions of Polish law, excluding the Vienna Convention on Contracts for the International Sale of Goods, signed in Vienna on April 11, 1980.
3. The competent court for resolving disputes arising from the application of these OWS is the court competent for the registered office of ANIRO.
4. The Seller has the right to store and process the personal data of the buyer for purposes related to the execution of the sales contract.
5. Any amendments to these OWS require a written form under pain of nullity.
6. In the event that these OWS have been formulated also in a language other than Polish, the OWS in the Polish language shall apply in the event of a dispute.
7. The provisions of § 5, sections 5-7 (Note: text says *paragraphs 5-7*) do not apply to a Buyer who is a natural person concluding a contract directly related to their business activity, when it results from the content of this contract that it does not have a professional character for this person, resulting in particular from the subject of the business activity carried out by them, made available on the basis of the provisions on the Central Registration and Information on Business (CEIDG).
8. The Buyer undertakes not to transfer knowledge and information obtained as a result of commercial contacts with ANIRO to third parties in matters covered by trade secrets without ANIRO's consent.
9. The Buyer undertakes that during the term of the contract and after its termination, they will not disseminate, disclose, or use information that does not constitute a trade secret of

ANIRO, but the dissemination, disclosure, or use of which could in any way harm the reputation or otherwise cause damage to the Seller.

10. These OWS enter into force on **August 1, 2023**.