

GENERAL WARRANTY TERMS AND CONDITIONS of ANIRO Sp. z o.o. (OWG)

General Provisions

1. These General Warranty Terms and Conditions (hereinafter referred to as **OWG**) specify the rules for granting warranties by **ANIRO Spółka z ograniczoną odpowiedzialnością**, with its registered office in Toruń (87-100), ul. Chrobrego 64, registration files kept in the Register of Entrepreneurs of the National Court Register by the District Court in Toruń, 7th Commercial Division of the National Court Register, KRS number: 0000240757, NIP: 5252336245, share capital of PLN 50,000.00 (hereinafter referred to as: **ANIRO**) for the Goods offered by ANIRO.
2. The OWG are absolutely binding for all forms of agreements concluded between the Parties and cannot be excluded, limited, or waived upon the buyer placing an order or accepting an offer from ANIRO Sp. z o.o., in particular by a unilateral statement of the buyer, addressing order conditions or other acts regulating the subject of acquisition to ANIRO Sp. z o.o., or through the wording of the general terms and conditions applicable at the buyer's.
3. Contractual provisions individually agreed and confirmed in writing by ANIRO with the buyer shall take precedence over the provisions of these OWG to the extent that they contain regulations different from these OWG.
4. The OWG are publicly available to the buyer via the website: www.aniro.pl.
5. By placing an order or accepting an offer from ANIRO Sp. z o.o., the buyer declares that they have read the content of the OWG and accept its text.

Basic Definitions

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 repair 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. **Warranty Document** – The beneficiary under the warranty may request ANIRO to issue a Warranty Document recorded on paper or in an electronic version. The document contains information about the name of the goods, year of manufacture, user of the goods, and date

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of purchase, constituting ANIRO's warranty obligation for the Goods specified in that document.

9. **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.
10. **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 the properties the existence of which ANIRO assured the buyer.

Warranty Conditions

1. ANIRO grants a **24-month warranty** on the Goods from the date of sale shown on the sales document, unless otherwise provided in the Warranty Document.
2. The sole basis for granting the warranty is the Warranty Document.
3. Unless otherwise provided in the Warranty Document, the warranty conditions, exclusions, and the course of the warranty procedure are regulated by the OWG.
4. The buyer undertakes to deliver the defective Product to ANIRO's registered office at their own expense.
5. The Goods must be properly secured if they are to be transported by a courier company. The buyer is responsible for the proper security of the shipment.
6. Under the warranty, ANIRO undertakes to remove the defect in the Goods free of charge or replace the Goods with new ones and cover the shipping costs.
7. The removal of a defect under the Warranty will take place in the shortest possible time, but no later than within **14 business days** counted from the date of acceptance of the warranty claim by ANIRO. ANIRO reserves the right to extend the deadline for removing the defect in the event of obstacles beyond ANIRO's control and undertakes, under the warranty, to provide the buyer with the necessary technical support in the execution of the warranty.
8. The Warranty Period is calculated from the date of issuance of the VAT invoice documenting the sale of the Goods.
9. The warranty covers consistent quality provided that the installation, assembly, alignment, and use of the subject of the contract are in accordance with its intended purpose and that the Buyer or End User complies with ANIRO's recommendations (manuals).
10. The buyer may, in their own name, at their own risk and expense, guarantee additional warranty rights to the end user or extend the provisions contained in the OWG in favor of the end user. Obligations made by the Buyer towards the end user do not bind ANIRO and have no impact on ANIRO's obligations under the granted Warranty.

11. In a situation where the end user, despite knowledge of a defect, has performed installation or assembly activities, ANIRO is released from liability under the warranty.
12. The warranty is valid within the territory of the Republic of Poland.
13. Assembly and commissioning should be performed by a qualified service center or a person with appropriate qualifications.

Extension of Warranty / Exclusions

The warranty does not cover:

1. damage resulting from improper assembly, use, or storage of the subject of the contract that is inconsistent with the user manual;
2. mechanical damage and failures caused by external factors such as: liquid flooding, moisture (e.g., due to precipitation or water vapor condensation in variable temperatures), excessively high or low temperatures, lightning strikes, fire, incorrect grid voltage, chemical factors, as well as others beyond the control of ANIRO;
3. instances where the rating plate with the serial number is torn off and/or destroyed, or if unauthorized repairs, system changes, or structural modifications to the subject of the contract are detected;
4. periodic inspections, maintenance, and repair or replacement of parts due to normal operational wear and tear (scratches, difficult-to-remove dirt, worn-off lettering, etc.);
5. introduction of modifications to the subject of the contract not approved by ANIRO;
6. incorrect connection/disconnection of the subject of the contract, or assembly/installation carried out inconsistently with the guidelines for the subject of the contract or professional standards;
7. power supply failure;
8. improper wiring;
9. faulty or partial operation of the subject of the contract caused by a poor working environment and the influence of conditions prevailing outside the subject of the contract, as well as failures of the subject of the contract caused by the operation or improper connection of other devices or installations that directly or indirectly affect the operation of the subject of the contract;
10. defects reported after **7 days** from the date of their discovery.

Warranty Procedure

1. Warranty claims must be submitted via the form on the website: <https://aniro.pl/serwis/> within a strict deadline of **7 days** from the date of discovering the defects in the Goods.
2. In the event of incorrect and/or incomplete completion of the form, the submission shall be left without consideration.

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3. ANIRO will respond to the complaint claim in a form corresponding to the complaint submission within **2 business days**, counted from the day of receiving the information necessary to consider the complaint. The deadline for responding to a complaint submission may be extended by decision of ANIRO for the time necessary to carry out a factual and full assessment of the complaint.
4. In the event that incorrect or false information is provided by the Buyer, the submission shall be left without consideration.
5. If the complaint claim turns out to be justified, ANIRO undertakes to carry out the repair. If the repair proves impossible or unprofitable, ANIRO undertakes to replace the defective product with one free from defects, subject to section 7 below. The assessment of whether a repair is possible or profitable belongs exclusively to ANIRO.
6. In a situation where it is impossible to ensure the replacement of the Product with one of the same type, ANIRO reserves the right to replace it with a Product of a different type, provided that the Product of a different type corresponds to the quality and parameters of the replaced Product.
7. In the absence of the possibility of replacement or lack of customer acceptance, ANIRO undertakes to refund the price of the defective Goods reduced by depreciation, taking into account the wear and tear of the goods in the period prior to the appearance of defects, against the return of the defective product by the Buyer. The Buyer is obliged to cooperate closely with ANIRO in the warranty procedure.
8. The Buyer is specifically obliged to provide additional explanations regarding the failure and the working conditions prior to the occurrence of the failure, as well as to present photographic documentation. If the buyer, despite a prior request, does not react or otherwise obstructs the performance of warranty obligations, ANIRO's liability under the warranty expires.
9. In the event that a warranty claim proves to be groundless, all costs incurred by ANIRO in connection with its submission by the party authorized under the warranty shall be covered by that party. These costs include, in particular, the costs of preparing expert opinions, transport, and storage of the Goods.

Liability

1. ANIRO's warranty liability is limited to the value of the defective Goods.
2. ANIRO is not liable for damages and losses resulting from the inability to use the Goods during the warranty procedure.
3. ANIRO may refrain from performing its obligations under the warranty if the buyer is in arrears with payments – when the end user is the buyer.
4. Bringing claims in respect of Defects does not release the buyer from the obligation to make payments for the subject of the contract within the agreed deadline.

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5. ANIRO is not liable for damage caused as a result of the transport of the subject of the contract.

Force Majeure

1. ANIRO shall not be held liable for failure to comply with obligations resulting from the warranty 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 Warranty for the duration of the Force Majeure, and in the event of a long-term and burdensome nature of the 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. In matters not regulated by these OWG, the provisions of the OWS shall apply accordingly.
2. The governing law for the OWG is Polish law.
3. Any disputes arising between the parties shall be resolved in accordance with the provisions of Polish law.
4. The competent court for resolving disputes arising from the application of these OWG is the Polish common court competent for the registered office of ANIRO.
5. ANIRO reserves the right to unilaterally and discretionarily change the OWG at any time.
6. The buyer may not, without ANIRO's consent, transfer knowledge and information obtained as a result of warranty activities to third parties in matters covered by business or trade secrets.
7. All technical documentation and instructions for the subject of the contract are available on the website www.aniro.pl.
8. These OWG enter into force on **August 1, 2023**.