

General Terms and Conditions of Sale Aniro Sp. z o.o.

General Terms and Conditions of Sale

1. These General Terms and Conditions of Sale (hereinafter referred to as the "GTCS") set forth the rights and obligations of the parties to sales agreements in which the seller is **ANIRO Spółka z ograniczoną odpowiedzialnością** (ANIRO Limited Liability Company), with its registered office in Toruń (87-100), at 64 Chrobrego Street, entered in the Register of Entrepreneurs of the National Court Register, maintained by the District Court in Toruń, 7th Commercial Division of the National Court Register (KRS), under KRS No. 0000240757, Tax Identification Number (NIP): 5252336245, with a share capital of PLN 50,000.00.
2. GTCS are integral part of sales contracts concluded by Aniro.
3. GTCS conditions apply only if other party to the contract (hereinafter referred to as the „Buyer) is an entrepreneur according to civil code.
4. GTCS excludes the use of other contract templates (general terms and conditions of the contract, terms of sale, contract templates, regulations, etc.) which are used or determined by the buyer.
5. Contractual provisions, individually agreed and confirmed in writing, take precedence over the provisions of GTCS to the extent that they contain provisions different from GTCS.
6. GTCS are published at website www.aniro.pl

Basic concepts:

1. Aniro pricelist – set of prices unilaterally agreed by Aniro Sp. z o.o., valid at the appointed by Aniro Sp. z o.o. time, relating to object of the contract, its individual types, varieties, spare parts, components, additional services.
2. Warranty – quality warranty to proper functioning of the goods, which are ANIRO (warrantor) contractual obligation to remove a defect in the goods free of charge or to replace the goods with non-defective ones if such defects are revealed within the period specified on warranty.
3. Buyer – purchaser of the goods from ANIRO under the contract.
4. GWTC - General Warranty Terms and Conditions of ANIRO Sp. z o.o.
5. GTCS – General Sale Terms and Conditions of ANIRO Sp. z o.o.
6. Parties – ANIRO Sp, z o.o., and the buyer concluding the contract
7. Items – goods include finished products that are available for sale.

8. Stock items – goods normally on stock. In case of goods on stock, Customer receives information on the offer about the availability of a product in the ANIRO warehouse.
9. Trade secret - technical, technological, commercial or organizational information about an enterprise that has not been publicly disclosed, in respect of which the entrepreneur has taken the necessary steps to maintain its confidentiality.
10. End user – person, an organizational unit or a legal person purchasing object of the contract directly from ANIRO under the contract or through a third party who is a buyer.
11. Defect – physical defect in object of the contract, which was caused by reasons inherent in the Item of the contract, as a result of usability of Item was reduced, taking into account of the purpose specified in the contract or other agreement or resulting from the circumstances or the intended use of the Item, as well as when the Item has lost the properties of which ANIRO assured the buyer.

Entering a contract.

1. Goods and services sold by ANIRO, presented in catalogues, marketing materials and posted on the website, are only for information purposes and do not constitute an offer within the meaning of civil code.
2. Any assurances, guarantees, or changes to the sales contract made orally by Aniro employees in connection with the conclusion of the sales contract or the submission of an offer do not constitute an element of the contract and do not bind the Seller.
3. Basis of the agreement is always trade offer made in electronic way. Unless otherwise stated in offer, offer is valid for 30 days.
4. To complete the offer, buyer must place an order in electronic form to address and in a way specified in the offer. The order must include: 1) Buyer's name – including the exact address, 2) TAX ID number, 3) Offer number, 4) Specification of the product by trade name or symbol from the offer, 5) Quantity of items ordered, 6) Date, place and terms of delivery/pick up of items.
5. Placing an order is binding on ANIRO from the moment ANIRO confirms acceptance of the order; failure to respond shall not constitute tacit acceptance of the order. If ANIRO accepts the order with reservations, the Buyer is bound by the content of those reservations, unless the Buyer submits, within 24 hours of receiving any comments in writing within 24 hours of receiving the reservations from ANIRO. The submission of such comments

by the Buyer shall be deemed to constitute a new order, in which case the provisions of the preceding sentences shall apply accordingly.

6. In case the information listed in paragraph 4 is not included in the order, ANIRO is not responsible for any price differences on VAT invoice, product availability, or any differences between the product specifications that were specified in the original order.
7. If there are any special prices in trade offer, they relate to the offer as a whole and are valid only if the order converts entire offer.
8. Order cancellation is possible only before the invoice is issued, cancelled items must be stock items. In case when buyer wants to cancel the order after the invoice was issued correcting invoice must be issued.

Prices and payment terms.

1. Unless the parties have agreed otherwise in each individual order to the Item of contract, the prices from ANIRO price list in effect on the date of order confirmation apply.
2. Unless not determined otherwise, ANIRO prices don't include delivery, packing, storage, insurance, taxes, customs duties price and any other public charges.
3. The buyer is required to pay the price in advance, unless otherwise specified in the contract/offer and/or if this is buyer's first purchase.
4. Payment is required by bank transfer to the account specified in the invoice/proforma invoice.
5. Payment is considered as being made when funds are deposited into a bank account.
6. In the case of advance payment, failure to pay within 7 days from the date of issuance of the proforma invoice will result in the cancellation of the contract without need for any further notice.
7. In case when the buyer fails to comply with its obligations toward ANIRO, in particular of missed payment deadline, ANIRO have the rights to declare all of the buyer obligations in any agreements entered between ANIRO and the buyer, and demand full payment and suspend until the delay in payment is paid, deliveries of products that have not yet been completed.
8. The claim for defects in the Item matter of the contract does not excuse the buyer from the duty to pay for the Item matter of the contract by the agreed deadline.

9. Proforma invoice is valid for 7 days from the date of issuance, after which it is cancelled.

Delivery and shipping

1. Product delivery will be completed in time specified in offer or order confirmation.
2. Delivery time may change:
 - Suspension of delivery for reasons beyond the buyer's control
 - the buyer's failure to give the information necessary to complete the delivery
 - force majeure
3. In that case delivery time can be extended by the duration of such circumstances, considering the time required for ANIRO to resume delivery.
4. Risk of damage, destruct or loss of the product passes to buyer the moment of delivery by ANIRO.
5. Any Buyer's complaints relating to non-compliance with deliveries must be reported at the time of delivery in writing on the waybill or other document of delivery, to the transport company (in accordance with valid transport regulations) and immediately after the delivery is completed.
6. Picking up delivery without inspecting or not reporting any objections immediately after delivery, is considered confirmation that goods have been delivered correctly, in correct quantity, and possess correct characteristics and specifications.
7. Under penalty of losing the right to make any claims against ANIRO for defects in the goods or for non-compliance of the delivery with the order or its confirmation, the Buyer is required to complete all formalities provided for in the previous points above, above, in particular to report any identified defects to ANIRO immediately after their discovery, but no later than within 7 calendar days from the date when their discovery was possible with due diligence.

8. If buyer delays picking up the products from the ANIRO warehouse for more than 7 days or does not pick up the product at the agreed time and place. If the products are not picked up within 7 days, the seller has the right to charge a storage fee of 50 PLN (net) per day.

Responsibility

1. ANIRO takes responsibility for failure to perform or improper performance of the agreement, however, this responsibility is limited to the value of the products delivered under the Agreement. ANIRO is not responsible for any damage

resulting from the Buyer's improper selection of the Item matter of the Agreement, incorrect use or use contrary to its designated purpose or the operating and maintenance manual, as well as any damages whose occurrence, extent impact was influenced by the condition and properties of the infrastructure within which the Item matter of the contract is to be operated, including in particular those elements of the infrastructure with which the Item matter of the contract is to be connected.

2. The Buyer is responsible for the suitability and effects of using the Item matter of the contract supplied by ANIRO in the Buyer's specific design solutions.
3. ANIRO is not liable to the Buyer for defects in goods or services performed by the Buyer using the Item matter of the contract supplied by ANIRO

Warranty and Guarantee

1. All terms and conditions of ANIRO's liability to the buyer under warranties and guarantees are set in the General Terms and Conditions, which are available at www.aniro.pl

2. As ANIRO has provided a warranty in accordance with the terms set forth in the General Terms and Conditions, ANIRO's responsibility under the warranty is excluded.

Force majeure

1. ANIRO is not liable for failure to fulfill its contract obligations if such failure was caused by circumstances beyond its control that couldn't be predicted at the time the contract was entered into and couldn't be avoided due to force majeure.
2. The existence of force majeure allows ANIRO to suspend further actions related to the performance of the agreement for the duration of the force majeure event, while in the event of prolonged and onerous force majeure, ANIRO may refuse to perform further actions related to the performance of the Guarantee.
3. If ANIRO decides in accordance with paragraph 2, the buyer shall not claim any compensation for damages or lost profits.

Final terms

1. General Terms and Conditions are regulated by Polish law.
2. Any dispute arising between the parties will be settled in accordance with the Polish law, except the Vienna Convention on Contracts for the International Sale of Goods, signed in Vienna on April 11, 1980.
3. The court with jurisdiction to resolve disputes arising from the use of GTC is the court with jurisdiction over ANIRO's headquarters.
4. The seller has the right to store and process the buyer's personal data for purposes related to the performance of the sales contract.
5. Any changes to GTC must be made in writing to be valid.
6. If General Terms and Conditions are also available in a language other than Polish, the Polish language version shall prevail in the event of a conflict.
7. The terms of § 5, subsections 5–7, do not apply to a Buyer who is a natural person and who enters into a contract directly related to their business activity, if the content of the contract indicates that it is not of a professional nature for that person, as a result of particular from the business activity they perform, as

available on the basis of the provisions regarding the Central Register and Information on Economic Activity.

8. The Buyer is obliged not to share, without ANIRO's permission, any knowledge or information obtained through business contacts with ANIRO with third parties regarding matters covered by trade secrets.
9. The Buyer agrees that, during the term of this Agreement and after its expiration, it will not share, make public, or use any information—even if it does not constitute a trade secret of ANIRO—whose sharing, making public, or use could in any way harm the Seller's reputation or otherwise cause the Seller harm
10. General Terms and Conditions apply from 01/08/2023.