

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

General Terms and Conditions of Warranty

1. These General Warranty Terms and Conditions (hereinafter "GWTC") set forth the rules by which ANIRO Spółka z ograniczoną odpowiedzialnością, with its registered office in Toruń (87-100), ul. Chrobrego 64, registered 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, Tax ID (NIP): 5252336245, share capital of PLN 50,000.00 (hereinafter: ANIRO) Warranty for the Items offered by ANIRO GWTC is integral part of sales contracts concluded by Aniro.
2. The GWTC are valid for all forms of contracts concluded between the Parties and cannot be excluded, limited, or revoked after the buyer places an order or accepts an offer from ANIRO, in particular through a one-sided statement by the buyer addressed to ANIRO, the order terms or other documents that regulate the subject of the buyer's purchase, or through the terms included in the buyer's general terms and conditions. GWTC exclude 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.
3. Individually agreed and confirmed in writing by ANIRO and the buyer shall take precedence over the provisions of GWTC to the extent that they contain provisions different from GWTC.
4. GWTC are published at website www.aniro.pl
5. By placing an order or accepting an offer from ANIRO Sp. z o.o., the buyer confirms that they have read GWTC and accepted their terms.

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. Warranty Document – The warranty claim holder may request that ANIRO provide a Warranty Document in paper or electronic form. The document has information about the name of the product, year of manufacture, user of the product, and date of purchase, and constitutes ANIRO's warranty obligation with respect to the Product specified in said document.
9. End user – person, an organizational unit or a legal person buying object of the contract directly from ANIRO under the contract or through a third party who is a buyer.
10. 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.

Warranty conditions.

1. ANIRO provides a 24-month warranty on the Items, effective from the date of sale stated on the sales document, unless otherwise specified in the Warranty Document
2. The Warranty Document is the only basis for providing the warranty.
3. If not specified otherwise in the Warranty Document, the warranty terms, exclusions, and the warranty process are regulated by GWTC.
4. The Buyer agrees to deliver the defective product at their own expense to ANIRO's headquarters.
5. Items must be properly secured if they're going to be shipped via a courier service. The buyer is responsible for properly securing the shipment.
6. Under the warranty, ANIRO agrees to repair the defects in the Product free of charge or replace the Product with a new one, and to cover the shipping costs.
7. Defects covered by the Warranty will be repaired as soon as possible, but no later than 14 working days from the date ANIRO confirms the warranty claim. ANIRO reserves the right to extend the deadline for removing the defect in the case of obstacles beyond ANIRO's control and undertakes, under the warranty, to provide the buyer with the necessary technical support in claiming the warranty.

8. The warranty is valid from the date of the VAT invoice documenting the sale of the items.
9. The warranty provides for consistent quality, under the condition that the product is installed, assembled, and used following its designated purpose, and that the Buyer or end user follows ANIRO's recommendations (instructions).
10. The Buyer can, on its own responsibility, at its own risk and cost, give the end user additional warranty rights or extend the provisions of the GWTC in favor of the end user. Obligations made by the Buyer to the end user are not legally binding on ANIRO and do not affect ANIRO's obligations under the Warranty.
11. If the end user proceeds with installation or set-up despite being aware of a defect, ANIRO is released from liability under the warranty.
12. This warranty is valid within the territory of the Republic of Poland.
13. Installation and activation should be performed by a qualified service provider or a person with the appropriate certification.

Extensions of warranty.

The warranty does not cover:

1. damage resulting from improper installation, use, or storage of the item covered by the contract, or from failure to follow the user manual;
2. mechanical damage and faults caused by external factors such as liquid spillage, humidity (e.g., due to atmospheric precipitation or water condensation at changing temperatures), excessively high or low temperatures, lightning strikes, fire, incorrect mains voltage, exposure to chemical agents, as well as other factors beyond ANIRO's control;
3. in the case of removal and/or destruction of the nameplate with the serial number, or the discovery of unauthorized repairs or systemic or structural modifications to the item covered by the agreement;
4. periodic inspections, maintenance, and repair or replacement of parts due to normal operational wear and tear (scratches, stubborn dirt, worn-out inscriptions, etc.);
5. modifications to the item covered by the contract not approved by ANIRO;

6. incorrect connection or disconnection of the item covered by the contract, or assembly or installation performed in disagreement with the guidelines for the item covered by the contract or professional standards;
7. power failure;
8. wrong wiring;
9. defective or partial operation of the item covered by the contract, caused by an improper working environment and the influence of conditions outside the item covered by the contract, as well as failures of the item covered by the contract caused by the operation or improper connection of other devices or installations that directly or indirectly affect the operation of the item covered by the contract;
10. defects reported after the 7-day period from the date of their identification.

Warranty claim process

1. Warranty claims must be submitted via the online form at <https://aniro.pl/serwis/> within 7 days of the date on which the defects in the Items were discovered.
2. If the form is completed incorrectly and/or incompletely, the application will not be processed.
3. ANIRO will respond to a complaint in a format corresponding to the complaint within 2 business days, counted from the date of receipt of the information necessary to process the complaint. The deadline for responding to a complaint may be extended, at ANIRO's decision, by the time necessary to conduct a thorough and complete examination of the complaint.
4. If the Buyer enters incorrect or false information, the claim will not be considered.
5. If the complaint is found to be valid, ANIRO is obliged to carry out the repair. If the repair is not possible or not cost-effective, ANIRO is obliged to replace the defective item with a non-defective one, except for paragraph 7 below. The determination of whether a repair is possible or cost-effective rests with ANIRO alone.
6. If ANIRO is unable to provide a replacement of the same type, it reserves the right to replace the item with a different type, provided that the replacement item

meets the quality and specifications of the item being replaced.

7. If replacement is not possible or the customer does not accept the replacement, ANIRO agrees to refund the price of the defective items less an amount reflecting amortization for product wear and usage before the defect became apparent, upon the Buyer's return of the defective item. The Buyer is required to cooperate fully with ANIRO in the warranty process.
8. The buyer is required, especially, to provide additional details regarding the defect, the operating conditions prior to the defect's occurrence, and to submit photographic documentation. If the buyer fails to respond despite a prior request or otherwise hinders the performance of warranty obligations, ANIRO's liability under the warranty shall expire.
9. If a warranty claim is found to be baseless, all costs incurred by ANIRO in connection with the claim filed by the party with a warranty claim will be covered by that party. These costs include the costs of expert opinions, transportation, and storage of the Items.

Responsibility

1. ANIRO's warranty liability is limited to the value of the defective products.
2. ANIRO will not be responsible for any damage or loss resulting from the fact that the products cannot be used during the warranty process.
3. ANIRO reserves the right to suspend the warranty obligations if the buyer is in arrears with payments—provided the end user is the buyer.
4. Bringing claims for Defects does not release the buyer from the obligation to make payment for the item covered by the contract within the agreed time limit.
5. ANIRO is not responsible for damage resulting from the transport of the item covered by the contract.

Force majeure

1. ANIRO shall not be liable for any failure to fulfill its obligations under the warranty if such failure was caused by circumstances beyond its control that could not have been predicted at the time of conclusion of the agreement and could not have been avoided due to the occurrence of a force majeure event.
2. The occurrence of Force Majeure entitles ANIRO to suspend further actions regarding the execution of the Guarantee for the duration of the Force Majeure, and in the case of long-term and disruptive Force Majeure, to abandon further actions relating to the execution of the Guarantee.
3. If ANIRO decides within the terms of paragraph 2, the buyer cannot claim damages for any resulting loss or lost profits.

Final terms

1. In cases not covered by General Terms and Conditions, the General Terms and Conditions of Sale shall apply in accordance.
2. The governing law for the General Terms and Conditions of Warranty is Polish law.
3. Any disputes between the parties will be decided in accordance with the laws of Poland.
4. The court with jurisdiction to decide disputes arising from the application of the General Terms and Conditions is the Polish common court with jurisdiction over ANIRO's registered office.
5. ANIRO reserves the right to change the GTC at its discretion at any time.
6. The Buyer may not, without ANIRO's permission, share the knowledge and information obtained as a result of warranty services with third parties in cases covered by trade or business secrets.
7. All technical documentation and instructions related to the Item contract are available at www.aniro.pl
8. General Terms and Conditions of Warranty take effect on August 1, 2023