

GENERAL TERMS AND CONDITIONS OF SALE

ONNINEN Sp. z o.o. with their registered office in Teolin

1. Subject to item 2, these Terms and Conditions apply to each sales transaction carried out by Onninen Spółka z ograniczoną odpowiedzialnością with its registered office in Teolin, Teolin 18B, 92-701 Łódź, entered into the National Court Register kept by the District Court for Łódź-Śródmieście in Łódź, 20th Commercial Division of the National Court Register, under KRS number 0000036846, share capital: 8 PLN 322,000.00, NIP 526-10-32-852, REGON 011177922, BDO: 000015637, having the status of a large entrepreneur within the meaning of the provisions of the Act of March 8, 2013 on counteracting excessive delays in commercial transactions (Journal of Laws of 2021, item 424) (hereinafter referred to as the “Seller”) to a customer who is not a consumer (hereinafter referred to as the “Customer”), unless the Parties expressly and in writing established other terms of cooperation before a given transaction. By placing an order, the Customer accepts these Terms and Conditions and undertakes to comply with them. The use of general terms and conditions of contracts or contract templates of the Customer is excluded, unless the Seller gives prior consent, in writing, under pain of nullity, to their use. The lack of the Seller’s objection to the provisions of the Customer’s terms and conditions or contract templates, acceptance for completion or completion of the order by the Seller does not constitute acceptance of the Customer’s general terms and conditions or contract templates. The application of Art. 385⁴ of the Act of April 23, 1964, Civil Code (Journal of Laws 2020.1740, consolidated text of 2020/10/08; hereinafter referred to as the Civil Code) is excluded.
2. These terms and conditions do not apply to sales:
 - a) to consumers - within the meaning of Art. 22¹ of the Civil Code;
 - b) via the online store run by the Seller at onninen.pl; the conditions of using the online store and selling via the online store are specified in the Regulations of the Onninen.pl online store, which is available at onninen.pl/en/shop-regulations;
 - c) for the benefit of a natural person referred to in Art. 7aa of the Act of May 30, 2014 on consumer rights (Journal of Laws 2020.287, consolidated text of 21.02.2020; hereinafter referred to as the Act on Consumer Rights) and in Art. 385⁵ of the Civil Code - to the extent that they exclude or limit the rights of these persons granted to them by law, including Art. 385¹-385³ of the Civil Code and in chapters 4, 5a and 5b of the Act on Consumer Rights.
3. Any presentation, description or characteristics of the goods on the Seller’s website, in the Seller’s letters, in the Seller’s catalogues and other advertising materials are for information purposes and constitute an invitation to conclude a contract, and do not constitute an offer within the meaning of Art. 66 of the Civil Code. A contract is concluded upon confirmation of acceptance of the Customer’s order placed in response to the invitation to conclude the contract. Placing the goods on the website, in the catalogue, price list or other advertising materials of the Seller does not guarantee its availability.
4. The Seller reserves the right to make changes at any time to the technical parameters or characteristics of the goods, presentations, descriptions and specifications of which are published on the website, in the Seller’s catalogues or advertising materials.
5. Provisions of Art. 66¹ § 1 - 3 and Art. 68² of the Civil Code will not apply to relations between the Seller and the Customer (i.e. the provision on electronic offers and the provision establishing the principle of implicit acceptance of an offer in the absence of an immediate response between entrepreneurs in permanent economic relations).
6. The controller of the Customer’s personal data processed in connection with the sale of goods is the Seller. Detailed information on the processing of the Customer’s personal data, including the methods, grounds and purposes of processing the Customer’s personal data, is available in the information clause on the processing of business customers’ personal data, available at: onninen.pl/en/personal-data-protection.
7. The prices listed in the invitation to conclude a contract and in the confirmation of acceptance of an order for completion are net prices, excluding taxes. The Seller will add VAT to the net prices at the applicable rate. The above prices do not include other possible costs related to delivery, such as: costs of packaging, transport, repacking, reloading, insurance, fees, taxes and customs duties. These costs are charged to the Customer and will be added by the Seller to the sales invoice. The transport fee is charged each time in accordance with the transport price list

published at Onninen.pl. In certain cases or on the basis of separate arrangements with the Customer, the Seller may resign from charging a transport fee - however, in each case this must be clearly stated in the content of the invitation to conclude a contract or confirmation of acceptance of an order for completion. If the Goods are not collected, the Customer may be charged double transport costs and the Goods may be placed in the warehouse at the Customer's expense and risk.

8. The Goods are sold to the Customer with non-returnable (disposable) or returnable packaging containing the Goods. The Customer returns the packaging and unloads the Goods from the packaging at their own expense. The regulations for trading in returnable packaging can be found at onninen.pl/en/regulations-for-returning-packages.
9. In the case of Goods delivered to the delivery place indicated by the Customer by an external entity (e.g. courier company) or directly by the Seller, the Customer is obliged to ensure unloading of the Goods. In the case of Goods collected at the Seller's point of sale in person by the Customer or persons authorized by them, the Seller is not obliged to load the Goods, unless otherwise specified in separate arrangements with the Customer resulting from the content of the confirmation of acceptance of an order for completion.
10. For orders with a value lower than that indicated in the transport price list (price list available at onninen.pl/en/delivery-and-payment), which are processed from the Onninen Central Warehouse in Teolin, an order processing fee is charged each time for the completion of an order of low value. Detailed information about the fee is provided in the ordering process.
11. In the event of any delays by the Customer in the payment of amounts resulting from VAT invoices issued by the Seller, the Seller is entitled to suspend the acceptance or completion of any orders (including the delivery of goods) with immediate effect until the date of payment by the Customer of all amounts resulting from VAT invoices.
12. The Seller may make acceptance of an order conditional on making a prepayment or providing appropriate payment security if circumstances arise indicating that the Customer will not be able to fulfil the payment obligation, if the Goods are not included in the Seller's regular assortment or the quantities ordered by the Customer exceed the stock available at Onninen's warehouse. The Seller is also entitled to refrain from executing an order, despite its prior acceptance, if the Customer's financial situation has changed after confirming acceptance of the order for completion, in particular if the Customer's credit limit with the Seller at the time of completion is too low. In such a case, the Seller is obliged to immediately inform the Customer about refraining from completing the order and set a date for the Customer to make a prepayment or provide appropriate security. Ineffective expiry of the date results in the cancellation of the order.
13. The Seller makes every effort to complete the order within the time specified in the confirmation of the acceptance of the order. However, the Seller reserves that this date is indicative and may change in the event of changes in warehouse stock during the completion of the order, delays in the delivery of goods by the Seller's suppliers or transport companies, as well as other circumstances beyond the Seller's control. The Seller is not responsible for the resulting change in the order completion date.
14. If the completion of the order depends on a specific action of the Customer, the order completion date is appropriately extended by the period of delay by the Customer in fulfilling their obligation.
15. In the case of Goods collected at the Seller's point of sale in person by the Customer or persons authorized by them, Goods delivered to the delivery place indicated by the Customer by an external entity (e.g. courier company), as well as in the event of the Customer's lack of acceptance of the procedure for collecting Goods delivered directly by the Seller to the place indicated by the Customer using an electronic delivery note, including a one-time PIN code, the Customer is obliged to designate persons authorized to collect the Goods on behalf of the Customer and to present appropriate authorization at each request of the Seller. Failure to provide authorization data or providing incorrect data may result in refusal to release the Goods for reasons attributable to the Customer and will be treated as failure to collect the Goods on time. The Customer is responsible for providing authorized persons with authorization data, as well as for not disclosing it to unauthorized persons. At the same time, the Customer confirms that the mere provision of authorization data upon delivery is sufficient for the Seller to release the Goods with the effect of delivery and the obligation to pay, and each person having the authorization data will be treated as a person authorized to collect the Goods on behalf of the Customer.
16. In the case of Goods delivered directly by the Seller to the delivery place indicated by the Customer and acceptance of the receipt of the Goods using an electronic delivery note, the Customer is obliged to provide the Seller with contact details in the form of an e-mail address or telephone number, which will be used for communication related to the collection of the Goods using an electronic delivery note, including a one-time PIN code. In such a case, the Customer or a person authorized by the Customer is obliged to provide, upon receipt of the Goods, a one-time PIN

code, which was previously sent by the Seller to the telephone number or e-mail address provided by the Customer. Failure to provide a one-time PIN code or providing incorrect data may result in refusal to release the Goods for reasons attributable to the Customer and will be treated as failure to collect the Goods on time. The Customer is responsible for providing authorized persons with the correct one-time PIN code, as well as for not disclosing it to unauthorized persons. At the same time, the Customer confirms that the mere provision of the correct one-time PIN code upon delivery is sufficient for the Seller to release the Goods with the effect of delivery and the obligation to pay, and any person with a correct one-time PIN code will be treated as a person authorized to collect the Goods on behalf of the Customer.

17. In the case of Goods delivered to parcel lockers or collection points, the Customer accepts that each time the conditions for collecting the Goods are set by the relevant parcel operators and these conditions are binding for the Customer. In addition, the Customer bears the risk of providing other persons with data enabling the collection of the Goods, in particular the pickup code or access code to the mobile application of a given parcel operator. In the case of Goods delivered to parcel lockers or collection points, the receipt by the Seller of information from the parcel operator (e.g. by updating the status of the parcel in the electronic parcel tracking system as: “delivered”, “received”) is tantamount to the fact that the parcel with the Goods has been checked and received by the Customer without any reservations.
18. Signing the document by the Customer or a person authorized by them to collect the Goods on their behalf, confirming the release of the Goods without any reservations or failure to prepare a separate complaint protocol when releasing the Goods means that the Goods have been checked by the Customer and accepted without any reservations.
19. When the Seller releases the Goods to the carrier, the rights and burdens related to the Goods as well as the risk of accidental loss or damage to the Goods are transferred to the Customer. In such a case, the Seller is not liable for the loss or damage of the Goods occurring from the time of accepting them for transport until their delivery to the Customer and for delays in the transportation of the shipment.
20. If the Goods are sent to the Customer via a carrier, the Customer is obliged to examine the shipment at the time and in the manner accepted for shipments of this type. If they find that the Goods were lost or damaged during transport, they are obliged to take all actions necessary to establish the carrier’s liability.
21. The Goods are covered by the guarantee of the manufacturer or importer of the goods (hereinafter referred to as the Guarantor), provided that it was granted by the Guarantor, under the conditions specified by the Guarantor in the guarantee document. The Seller’s liability under the warranty is excluded, including in relation to the persons referred to in Art. 7aa of the Act on Consumer Rights and Art. 385⁵ of the Civil Code.
22. Complaints should be submitted to the Seller’s e-mail address: cok@onninen.com. Filing a complaint does not entitle the Customer to withhold payment for the Goods in whole or in part.
23. Regardless of other provisions of concluded contracts to which the Seller is a party and their annexes, the Seller is not liable for non-performance or improper performance of their obligations as a result of force majeure, understood as a sudden, external, unpredictable event and independent of the will of the Parties. In particular, the parties consider the following events as force majeure: floods, earthquakes, strikes, wars, emergencies, terrorist attacks, epidemics, pandemics, epidemic or pandemic threats, supplier delays, as well as local phenomena, such as fire, road disaster, etc. In the event of force majeure or circumstances constituting the effects of force majeure, including economic, logistic, human resources, legal effects, the Seller has the right to change the sales contract, in particular to change the delivery date of the goods or the right to withdraw from the sales contract within 90 days, counted from the first day of delay in the completion of the order, and set in relation to the order completion date indicated in the confirmation of acceptance of the order for completion or in another subsequent document indicating a new date, when the change in the order completion date occurred for reasons other than force majeure. The delivery date may be postponed due to circumstances beyond the Seller’s control and caused or resulting from force majeure, including delays resulting from these reasons on the part of the Seller’s manufacturers or suppliers, if they affected the Seller’s ability to deliver on time. In the event of the above-mentioned circumstances and their impact on the possibility of completing the delivery, the Seller will inform the Customer about the need to postpone the delivery date immediately after receiving information on this subject. Unless the Seller and the Customer have agreed otherwise in the bilateral agreement, the Customer has no right to withdraw from the contract, and liability for damages for non-performance or untimely performance of the contract by the Seller is excluded.
24. The Seller is not liable for indirect and consequential damages, including lost profits. The Seller’s liability is limited to 100% of the net value of unrealized product items, in accordance with the confirmation of acceptance of the order.

25. Goods purchased from the Seller are subject to return only on the terms and only after meeting the conditions set out in the Returns Regulations available at: onninen.pl/en/complaints-and-returns, the content of which is hereby accepted by the Customer.
26. The content of the invitation to conclude a contract presented by the Seller to the Customer is confidential and constitutes a business secret within the meaning of Art. 11 sec. 2 of the Act of April 16, 1993 on combating unfair competition and may not be made available or disclosed to third parties without prior written consent of the Seller. Unauthorized sharing, disclosure, use or reproduction of the invitation to conclude a contract in whole or in part, as well as other actions of the Customer of a similar nature are prohibited by law and subject to prosecution under applicable laws, including the provisions of the Penal Code and the above-mentioned Act of 16 April 1993 on combating unfair competition.
27. The Customer guarantees that they, the capital group to which they belong, an associated entity, a subcontractor, as well as members of the management board, supervisory board, audit committee, proxies, partners or shareholders, as well as the actual beneficiaries of these entities are not subject to any economic, commercial or financial or other trade restrictions imposed or enforced by the United Nations, the European Union, the United States of America or the United Kingdom. The Customer further declares that they will comply with all sanctions and other trade restrictions imposed by the above-mentioned entities. The Customer is obliged to immediately notify the Seller if they learn that they have breached the declarations set out in this item or become aware that they are no longer able to comply with them. If the Customer breaches any of the declarations set out in this item or is unable to continue to comply with them, the Seller is entitled to terminate the contract with immediate effect and refrain from fulfilling their obligations under the contract without any consequences for the Seller. The Customer will also indemnify the Seller against any damages incurred by the Seller as a result of the Customer's breach of the declarations specified in this item.
28. If the place of delivery of the goods is outside the territory of the Republic of Poland, the delivery takes place according to the following INCOTERMS 2020 rule: EX WORKS, Teolin, Poland, unless the Parties make other arrangements in a bilateral written commercial agreement or in the Seller's invitation to conclude a contract or order accepted for completion.
29. The law applicable to obligations arising from all contracts concluded taking into account all or some of the provisions of these General Terms and Conditions of Sale is Polish law.
30. International agreements on the sale of goods, including the Vienna Convention, do not apply to contracts concluded taking into account all or some of the provisions of these General Terms and Conditions of Sale.
31. Any disputes arising between the Seller and the Customer shall be submitted to the Polish court having jurisdiction over the Seller's registered office.