

## RETURN POLICY

As a rule, Entrepreneurs do not have the right to return purchased Goods. In order to meet the needs of professional Customers, ONNINEN offers a more favourable approach to the return of Goods than the provisions of law provide.

### §1

#### Definitions

<b>ONNINEN</b>	Onninen Spółka z ograniczoną odpowiedzialnością with their registered office in Teolin, entered into the National Court Register maintained by the District Court for Łódź-Śródmieście in Łódź, XX Commercial Division of the National Court Register, under KRS number 0000036846, share capital: PLN 8,322,000.00, NIP (Tax Identification Number) 526-10-32-852, REGON (Polish Business Registry Number) 011177922, BDO (Waste Database): 000015637;
<b>Customer</b>	a natural person, a legal person or an entity without legal personality that purchases Goods from ONNINEN as part of their business activity (B2B), regardless of the form of the transaction, the terms of purchase, the type of contract or the method of delivery of the Goods;
<b>Goods</b>	all goods in the ONNINEN offer purchased by the Customer;
<b>Return</b>	Return of Goods delivered by ONNINEN in accordance with the agreement, which is not related to a complaint or separate arrangements between the Parties;
<b>Policy</b>	this Returns Policy applies to all Customers;
<b>Request</b>	Customer's request for ONNINEN's consent to return the Goods;
<b>Local Warehouse</b>	ONNINEN warehouse other than the warehouse at the Teolin Distribution Centre;
<b>Transit Order</b>	ordered from the supplier on an individual request of the Customer with delivery of goods via the ONNINEN logistics system;
<b>Direct Order</b>	Goods ordered from a supplier based on an individual order of the Customer, with delivery of goods directly from the supplier to the Customer;
<b>Account</b>	Customer account in the onninen.pl online store described in <a href="#">Terms and Conditions of the Onninen.pl Online Store</a>

### § 2

#### General information

1. This Policy applies to the return of Goods for reasons other than those resulting from an error in the execution of the order caused by ONNINEN. The return of Goods for reasons other than those indicated in the previous sentence is possible only with the prior consent of ONNINEN under the following conditions.
2. Onninen may accept the return of Goods purchased by the Customer off the shelf from the local warehouse without a return fee, within 30 days from the date of purchase (from the date shown on the Delivery Note).

3. Onninen may accept the return of Goods purchased by the Customer from the Teolin Distribution Centre or warehouses other than the local warehouse, for a return fee, within 30 days from the date of purchase (from the date shown on the Delivery Note).
4. Onninen may accept the return of Goods ordered for the Customer directly from the Onninen Supplier only if the Supplier agrees to the return of the Goods.
5. The provisions of this Policy will apply accordingly to matters subject to consideration as part of a complaint, taking into account modifications resulting from legal regulations.
6. Each Return of Goods may only take place if the Customer obtains the express consent of ONNINEN. No stage of the Return procedure, retention or document, except for the final decision on the Return, may be understood and qualified as such consent.
7. Returns are subject to Fees in the circumstances and amounts specified in § 7 of the Policy.

### **§ 3**

#### **Procedure**

1. Return requests may be submitted electronically via the Customer Account in the onninen.pl online store. Return requests may be submitted via e-mail to the Customer Relationship Manager at Onninen. Returns submitted in any other way will not be considered. Submitting a return request means that the Customer accepts this Policy.
2. The return of Goods is processed and considered by ONNINEN in two stages: in terms of the Formal Return Criteria specified in § 4 and the Physical Return Criteria specified in § 5 below. As part of considering the return request, ONNINEN may ask the Customer for additional information and explanations that it deems necessary to make a decision.
3. In the first stage, the request is considered by ONNINEN in terms of the Formal Return Criteria specified in § 4 below.
4. If the request meets the Formal Return Criteria, ONNINEN makes a preliminary decision to accept the Return. The preliminary decision does not constitute ONNINEN's consent to the return, such consent is issued after examining the Goods based on the Physical Return Criteria.
5. The Customer receives information about the preliminary decision verbally, by phone or to the specified e-mail address, indicating the value of the return, the amount of the Return fee (if applicable), the Return conditions and the place of delivery of the Goods for examination.
6. After receiving the preliminary decision from Onninen, the Customer delivers the Goods at their own expense and risk to the place indicated by ONNINEN. The returned Goods must be properly packed and secured by the Customer. In justified cases and only after the prior express consent of Onninen, the Customer may order Onninen transport. The necessary condition for using this option is to pay the transport fee and prepare and submit the appropriate return documents to the driver. Any damage and losses incurred during the transport of the Goods are the responsibility of the Customer.

7. ONNINEN does not accept Returns in places other than those indicated to the Customer in accordance with sec. 5 above.
8. After the Customer delivers the Goods to the place indicated in the information referred to in sec. 5 above, ONNINEN physically checks the Goods in terms of the Physical Return Criteria specified in § 5 below and makes a final decision on accepting the return. In the event of a positive decision regarding accepting the Return, the Customer is notified of this to the indicated e-mail address. In the case of the Return of Goods purchased by the Customer off the shelf from the local warehouse, the final decision on accepting the return is also understood as the issuance by ONNINEN of a correction invoice to the sales invoice to which the Return applies.
9. In the event of a decision to accept the Return, it is settled with the Customer by issuing an appropriate correction invoice to the sales invoice and - in the event of charging a return fee - issuing an invoice for the return fee or reducing the value of the invoice.
10. The return of goods purchased with a volume discount (wholesale) is only possible with a price adjustment for the remaining non-returnable Goods.
11. The return fee will be automatically deducted from the correction invoice issued in connection with the return of the Goods, to which the Customer agrees.

#### **§ 4**

##### **Formal Return Criteria**

1. Returns are only possible within 30 days from the date of purchase (from the date shown on the ONNINEN Delivery Note). Returns of Goods purchased earlier than the date described in the first sentence will not be considered.
2. ONNINEN will not accept Returns if the Return Fee is higher than the value of the returned Goods.
3. ONNINEN does not accept Returns of the following Goods:
  - Goods on sale
  - Goods sold as part of a special offer
  - Goods purchased in other stores
  - Goods ordered from a supplier (transit and direct) upon an individual customer request, if the supplier's consent to return this product has not been obtained
  - Goods containing electronic components
  - Goods prepared according to the individual order of the Customer, e.g. cut cable sections shorter than:
    - Cables 250 meters
    - Cables 100 meters
    - Cables sold in sales unit package (UTP / FTP 305m etc.)
4. ONNINEN accepts returns of packaging (indexes: PDF) and rented goods (e.g. crimping machines), subject to the provisions of § 6.

#### **§ 5**

##### **Physical Return Criteria**

1. Returned Goods that meet the Formal Return Criteria will be accepted by Onninen only if they meet the following conditions:
  - a) The Goods should be delivered in packaging marked in accordance with the requirements specified by ONNINEN, including in particular data enabling the identification of the Customer, in a way that allows for familiarization with this information without the need to open or damage the packaging of the shipment containing the Goods.
  - b) the returned Goods must be suitable for resale and should be:
    - in their original packaging,
    - the packaging cannot be damaged,
    - the Goods cannot be damaged,
    - the Goods cannot be dirty, scratched,
    - the Goods cannot bear traces of assembly, the Goods cannot be outdated, after the expiry date,
    - to return the goods it is necessary to enclose the specification of the returned Goods (quantitative and qualitative) - confirmation of the return order,
    - the Goods cannot be in one collective packaging, they must be separated per assortment,
    - the Goods must be properly secured for transport; for this purpose, dividers and protections should be used, and the boxes must be carefully closed.
2. The return of the Goods will be made at the prices on the day of purchase of the Goods.
3. If the Goods do not meet the requirements specified in sec. 1 letter b), ONNINEN will be entitled to return the Goods at the Customer's expense and to demand payment for the Goods, even if the Customer refuses to accept the shipment containing the Goods.

## **§ 6**

### **Cable drum repurchase**

1. Rules for the repurchase of invoiced cable drums:
  - a) Cable drums are packages sold to the Customer at the time of sale of the Goods located on this drum according to the packaging price list applicable on the day of invoicing. A separate VAT invoice with a VAT rate of 23% will be issued for the drums;
  - b) Within 180 days from the date of receipt of the drum, ONNINEN undertakes to accept cable drums from the Customer based on a correction to the invoice issued to the recipient in accordance with the following principles:
    - Return of drums up to 120 days - invoice correction in the amount of 100% of the value of the sold drums;
    - Between 121 and 180 days - invoice correction in the amount of 85% of the value of the sold drums.
  - c) After 180 days ONNINEN will not accept (will not repurchase) drums;
  - d) The correction invoice will obligatorily include the full number of the returned drum confirmed by ONNINEN's warehouse;
  - e) ONNINEN will only accept drums previously sold by it. Drum inspection will be based on the drum number records kept by ONNINEN;

- f) The right of repurchase does not apply to damaged, excessively worn (rotted, broken, etc.) drums or drums with a modified serial number - in such cases the provisions of § 5 sec. 3 apply.
- g) The transport of returned drums is at the expense and risk of the Customer.

## **§ 7**

### **Return fees and costs**

1. In the event that ONNINEN gives their final consent to the Return of the Goods, the Customer is obliged to pay the following fee:
  - a) the goods are returned free of charge:
    - purchased by the customer off the shelf from a local warehouse;
    - purchased based on a Direct order and returned directly to the supplier by the Customer.
  - b) the return of Goods is subject to a return handling fee of 10% of the value of the returned goods, not less than PLN 30.00 for each line of returned goods, for returns to warehouses other than local ones and for returns based on a Transit order.
2. The amount of the fee will be calculated each time by ONNINEN and indicated to the Customer at the latest in the decision on accepting the Return.
3. In addition to the Return Fee, the Customer will bear the costs of returning the Goods in the cases specified in § 3 sec. 6 (in particular the costs of transport and insurance of the Goods).
4. The Customer will organize the transport of the Goods to the place indicated by ONNINEN on their own. The risk of damage or loss of the returned Goods will pass to ONNINEN upon receipt of the returned Goods.

## **§ 8**

### **Final provisions**

1. Any deviations from the Policy require written approval from ONNINEN.
2. This Policy enters into force on 07.08.2024.