

GENERAL TERMS AND CONDITIONS OF SALE

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

1. Subject to clause 2, these Terms and Conditions apply to all sales transactions conducted by Onninen Spółka z ograniczoną odpowiedzialnością, with its registered office located at Teolin 18B, 92-701 Łódź. The company is registered in the National Court Register maintained by the District Court for Łódź-Śródmieście in the XX Commercial Division under NCR number 0000036846, has a share capital of PLN 8,322,000.00, Tax ID: 526-10-32-852, REGON (National Business Registry No.: 011177922, BDO (Waste Database): 000015637, and is classified as a large entrepreneur as defined by the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions (Journal of Laws of 2021, item 424) (hereafter the "Seller"). These terms apply to customers who are not consumers (hereafter the "Customer"), unless the parties have explicitly agreed in writing on different terms before a transaction. By placing an order, the Customer accepts these Terms and Conditions and agrees to comply with them. The application of the Customer's general terms and conditions or model contracts is excluded unless the Seller has provided prior written consent for their application, under penalty of nullity. The Seller's lack of objection to these Terms and Conditions or any customer templates, acceptance of an order for processing, or execution of an order by the Seller does not imply acceptance of the Customer's general terms and conditions or contract templates. The provisions of Article 385⁴ of the Act of 23 April 1964, Civil Code (Journal of Laws 2020.1740, consolidated text of 8 October 2020; hereafter: CC), do not apply.
2. These Terms and Conditions do not apply to sales:
 - a) to consumers, as defined in Article 22¹ of the CC (Civil Code);
 - b) via the online store operated by the Seller at onninen.pl; the terms and conditions regarding the use of the online store and sales via the online store are defined in the Terms and Conditions of Onninen.pl online store, accessible at onninen.pl/en/shop-regulations and onninen.pl/en/terms-and-conditions-for-purchases-without-registration .
 - c) to natural persons as referred to in Article 7aa of the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2020.287, consolidated text of 21 February 2020; hereafter: act on consumer rights (u.p.k.)) and in Article 385⁵ of the Civil Code - to the extent that such provisions exclude or limit the rights granted to them by law, including those in Articles 385¹ -385³ of the CC and in Chapters 4, 5a, and 5b of the u.p.k.
3. Any presentation, description, photographs, or characteristics of the goods found on the Seller's website, in correspondence, catalogues, or other advertising materials are for informational purposes only and constitute an invitation to conclude a contract, rather than an offer as defined in Article 66 of the Civil Code. A contract is formed upon the Customer's acceptance of the order placed in response to the invitation. The availability of goods displayed on the website, in catalogues, price lists, or other advertising materials is not guaranteed.
4. The Seller reserves the right to change the technical parameters or characteristics of the goods presented, described, and specified on the Seller's website, in catalogues, or advertising materials at any time.
5. The provisions of Article 66¹ § 1-3 and Article 68² of the Civil Code do not apply to the relationship between the Seller and the Customer (this includes the provision regarding electronic offers and the principle of implied acceptance of an offer in the absence of an immediate response between entrepreneurs engaged in ongoing business relations).
6. The Seller is the administrator of the Customer's personal data processed in connection with the sale of goods. Detailed information on how the Customer's personal data is processed, including methods, legal grounds, and purposes for processing, is available in the information clause on the processing of personal data for business customers at: onninen.pl/en/personal-data-protection#bizn.
7. The prices listed in the invitation to conclude a contract and in the confirmation of order processing are net prices, excluding taxes. The Seller will add VAT to these net prices at the applicable rate. The prices do not include additional costs related to delivery, such as packaging, cutting (e.g., cables), transport, repackaging, reloading, insurance, fees, taxes, and customs duties. The Customer will bear these costs, which will also be included in the sales invoice. The transport fee will be calculated based on the transport price list accessible at Onninen.pl (available at onninen.pl/en/delivery-and-payment). In certain cases or under separate arrangements with the Customer, the Seller may waive the transport fee; however, this will be clearly stated in the invitation to conclude the Contract or in the confirmation of order processing.

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8. The Customer's failure to collect the goods does not constitute a withdrawal from the sales contract for those goods. If the Customer does not collect the goods within the specified or indicated timeframe for the given delivery method, the Seller reserves the right to withdraw from the sales contract under Article 395 of the Civil Code. The Seller will notify the Customer by email to determine the next steps to fulfil the Contract and to inform them of the cost of redelivery. Redelivery of goods that the Customer has failed to collect may occur only after the Customer pays the redelivery cost in advance. The Customer should pay this cost within 2 working days from the date of notification. The Seller may withdraw from the sales contract within 7 working days from the expiry of the payment deadline for the redelivery of the goods.
9. If the Seller exercises its right to withdraw from the sales contract as described, it will refund any payments already made by the Customer using the same payment method employed by the Customer, or through another method agreed upon with the Customer, after deducting the costs associated with handling the return of uncollected goods. This fee will be determined in accordance with the Returns Policy available at: onninen.pl/en/complaints-and-returns#zwroty-przed, which the Customer accepts. The Seller is not required to provide a separate deduction statement.
10. If the Customer fails to collect the goods, the Seller may also require the Customer to fulfil their contractual obligations and to compensate for any damages resulting from the failure to collect. In such cases, the Customer may be charged double the transport cost, as determined by the delivery price list at onninen.pl/en/delivery-and-payment. If the uncollected goods were part of a free delivery offer, the Customer may be charged twice the highest transport cost specified in the delivery price list, as if free delivery had not been provided. The goods may also be stored at the Customer's expense and risk.
11. The goods are sold to the Customer along with non-returnable (disposable) or returnable packaging. The Customer is responsible for returning the packaging and unloading the goods from it at their own expense. The terms and conditions for returning packaging can be found at onninen.pl/en/regulations-for-returning-packages.
12. If the goods are delivered to the location specified by the Customer by an external entity (e.g., a courier company) or directly by the Seller, the Customer must ensure that they unload the goods. In cases where the Customer or authorised individuals collect goods in person from the Seller's point of sale, the Seller is not required to assist with loading the goods unless otherwise agreed in the order confirmation.
13. For orders valued below the amount specified in the transport price list (available at the link onninen.pl/en/delivery-and-payment) that are fulfilled from the Onninen Central Warehouse in Teolina, a low-value order fulfilment fee will be charged. Detailed information about this fee is provided during the ordering process.
14. If the Customer delays payment of any amounts due under VAT invoices issued by the Seller, the Seller reserves the right to immediately suspend acceptance or fulfilment of all orders (including the release of goods) until the Customer pays the full amount due under the VAT invoices.
15. The Seller may require prepayment or appropriate payment security before accepting an order if there are indications that the Customer may not be able to fulfil their payment obligations, if the goods are not part of the Seller's regular range, or if the quantities ordered exceed the available stock in Onninen's warehouse. Additionally, the Seller reserves the right to refuse to fulfil an order despite prior acceptance if the Customer's financial situation changes after the order confirmation, particularly if the Customer's credit limit with the Seller is insufficient at the time of fulfilment. In such cases, the Seller must immediately inform the Customer about the order suspension and set a deadline for the Customer to make a prepayment or provide appropriate security; failure to meet the deadline results in the cancellation of the order.
16. The Seller will strive to fulfil the order within the timeframe specified in the order confirmation. However, this date is approximate and may change due to adjustments in stock levels during order processing, delays from the Seller's suppliers or transport companies, or other circumstances beyond the Seller's control. The Seller is not liable for any changes to the order completion date that result from these factors.
17. If the fulfilment of the order depends on a specific action by the Customer, the order fulfilment date will be extended accordingly by the duration of the Customer's delay in fulfilling their obligation.
18. If the Customer or authorised persons collect Goods in person at the Seller's point of sale, or if Goods are delivered to the location specified by the Customer by an external entity (such as a courier), it is important to follow the proper procedures. In cases where the Customer does not accept the procedure for collecting Goods delivered directly by the Seller, which includes using electronic proof of delivery such as a one-time PIN code, the Customer must designate authorised individuals to collect the Goods on their behalf, and they are required to present the relevant authorisation to the Seller upon request. Failure to provide the required authentication data, or providing incorrect information, may result in the Seller refusing to release the Goods, which will be considered a failure to collect the Goods on time and will be attributable to the Customer. The Customer is responsible for ensuring that authorised persons have access to the authentication data and for preventing unauthorised

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individuals from accessing this information. The Customer also acknowledges that providing the authentication data upon collection is sufficient for the Seller to release the Goods, thereby fulfilling both the delivery obligation and the payment responsibility. Any individual possessing the authentication data will be deemed authorised to collect the Goods on behalf of the Customer.

19. In the case of goods delivered directly by the Seller to the location specified by the Customer, acceptance will be evidenced by electronic proof of delivery. The Customer is required to provide the Seller with contact details, specifically an email address or telephone number. This information will be used to communicate receipt of goods via electronic proof of delivery, including the transmission of a one-time PIN. Upon receiving the goods, the Customer, or an individual authorised by the Customer, must present the one-time PIN code previously sent by the Seller to the telephone number or email address provided. Failure to provide the one-time PIN code or supplying incorrect information may result in the Seller refusing to release the goods, which will be considered a failure to collect the goods on time. The Customer is responsible for sharing the correct one-time PIN with authorised individuals and ensuring it is not disclosed to unauthorised persons. By providing the correct one-time PIN code at the time of collection, the Customer confirms that this is sufficient for the Seller to complete the delivery and payment obligation. Any individual in possession of the correct one-time PIN will be deemed authorised to collect the goods on behalf of the Customer.
20. In the case of goods delivered to parcel lockers or collection points, the Customer acknowledges that the relevant parcel operators set the terms and conditions for collection, and that these terms are binding. Additionally, the Customer assumes the risk associated with sharing access information with others, such as the collection code or mobile application access for the relevant parcel operator. When the Seller receives confirmation from the delivery operator (for example, through updates in the electronic shipment tracking system indicating "delivered" or "collected"), it is considered that the Customer has checked and collected the parcel without any reservations.
21. If the Customer or an authorised person signs a document confirming the delivery of the goods without any remarks, or if they do not complete a separate complaint report upon delivery, it implies that the Customer has inspected and accepted the goods without reservation.
22. Once the Seller hands over the goods to the carrier, the benefits and obligations related to the goods, as well as the risk of accidental loss or damage, transfer to the Customer. In such cases, the Seller is not liable for any loss, shortage, or damage to the goods that occurs from the time they are accepted for transport until delivery to the Customer, nor for any delays in shipment.
23. If the goods are sent to the Customer via a carrier, it is the Customer's responsibility to inspect the shipment promptly and in a manner appropriate for the type of shipment. If the Customer discovers that the goods are lost or damaged during transport, they must take all necessary steps to ascertain the carrier's liability.
24. The goods are covered by a warranty from the manufacturer or importer (hereinafter referred to as the "Guarantor"), if provided, according to the terms outlined in the warranty document.
25. The Customer must adhere to the rules and formal requirements for submitting complaints regarding contract performance or the goods, available at: [Complaints and Returns - Onninen Warehouse](#). The Customer should submit complaints regarding the performance of the Contract or the goods via the online form available at: onninen.pl/en/complaints. Submitting a complaint does not entitle the Customer to withhold payment for the goods, in whole or in part.
26. Regardless of other contractual provisions and their appendices to which the Seller is a party, the Seller shall not be held liable for non-performance or improper performance of its obligations resulting from force majeure. Force majeure refers to unexpected, external events beyond the control of the Parties. Specific events classified as force majeure include floods, earthquakes, strikes, wars, states of emergency, terrorist attacks, epidemics, pandemics, and local occurrences such as fires and road accidents. Should circumstances of force majeure arise that affect execution or result in economic, logistical, personnel, or legal challenges, the Seller is entitled to amend the sales contract. This provision allows the right to change the delivery date of goods or to withdraw from the sales contract within 90 days from the first day of delay in relation to the delivery date specified in the order acceptance confirmation or any subsequent document indicating a new date, provided the reasons for the delay are not due to force majeure. The delivery date may also be postponed due to factors beyond the Seller's control, including force majeure, such as delays by manufacturers or suppliers that affect timely delivery. In such cases, the Seller will promptly inform the Customer of the need to postpone delivery once it is aware of the situation. Unless otherwise agreed in writing, the Customer shall not have the right to withdraw from the Contract, and the Seller's liability for damages resulting from non-performance or delayed performance of the Contract will be excluded.

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27. The Seller shall not be liable for indirect or consequential damages, including lost profits. The Seller's liability is limited to 100% of the net value of any unrealised items as confirmed in the order acceptance confirmation.
28. Goods purchased from the Seller can only be returned in accordance with the terms set out in the Returns Policy available at: onninen.pl/en/complaints-and-returns#zwroty-przed, which the Customer hereby acknowledges and accepts.
29. The invitation to enter into a contract provided by the Seller to the Customer is confidential. It constitutes a trade secret as defined by Article 11(2) of the Act of 16 April 1993 on combating unfair competition. It may not be disclosed or shared with third parties without prior written consent from the Seller. Unauthorised disclosure, use, or reproduction of the invitation in whole or in part by the Customer is prohibited by law. It may result in legal action under relevant laws, including the Criminal Code and the above-mentioned Act of 16 April 1993 on combating unfair competition.
30. The Customer guarantees that neither they, nor their capital group, affiliated entities, subcontractors, or any members of their boards, audit committees, proxies, partners, shareholders, or beneficial owners are subject to any economic, commercial, or financial sanctions or trade restrictions imposed by the United Nations, the European Union, the United States, or the United Kingdom. The Customer further commits to complying with all sanctions and trade restrictions imposed by these entities. The Customer must immediately inform the Seller if they discover any breach of these warranties or realise they are unable to comply with them. Should the Customer violate any warranties in this section or become unable to comply with them, the Seller has the right to terminate the Contract immediately and refrain from fulfilling any obligations under the Contract without consequences. The Customer shall also indemnify the Seller against any damages incurred as a result of the Customer's breach of the warranties set forth herein.
31. If the delivery of goods is to occur outside the territory of the Republic of Poland, it will be conducted under the following INCOTERMS 2020 rule: EX WORKS, Teolin, Poland, unless the parties agree otherwise in a bilateral written commercial contract, an invitation from the Seller to conclude a contract, or an order that is accepted for processing.
32. The law governing any obligations arising from contracts that reference all or part of these General Terms and Conditions of Sale shall be Polish law.
33. International agreements regarding the sale of goods, including the Vienna Convention, do not apply to contracts that reference all or some of the provisions of these General Terms and Conditions of Sale.
34. Any disputes that arise between the Seller and the Customer shall be submitted to the Polish court with jurisdiction over the Seller's registered office.

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