

## General Terms and Conditions

### I. General provisions

These general terms and conditions, hereinafter referred to as "GTC" are standard delivery terms in Poland, carried out by Nire Spółka z ograniczoną odpowiedzialnością based in Cologne Mrokowska, ul. Rejonowa 29, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Białystok, XII Commercial Department under KRS number: 0000759377, hereinafter referred to as "Nire".

These GTC apply to commercial relations with clients who are entrepreneurs, hereinafter referred to as Buyers. The GTC regarding relations with clients who are natural persons and not entrepreneurs, hereinafter referred to as the Consumer, are regulated in a separate document - Regulations of the nire.eu website in sections regarding Consumers.

The GTC are part of all sales and delivery contracts, hereinafter referred to as the "Contract", and also apply to all future business relationships between Nire and the Buyer, even if they are not expressly agreed again in the particular case.

Any deviations from these GTC may be introduced only by agreement between the parties under pain of nullity in writing or taking into account applicable law. For Nire, the Buyer's purchase terms that are not in accordance with these GTC are not binding, even if Nire was known from previous events, including orders, requests for proposals, etc. and Nire did not explicitly dispute them, just as Nire, knowing about different conditions of the Buyer, realized the delivery for him without any additional reservations. Catalogs, information folders, price lists, technical documentation, all advertising and commercial materials regarding Nire products are for information only and do not constitute an offer within the meaning of the Civil Code. The information contained therein is for reference only and may not be the basis for any claims against Nire.

### II. Orders

1. The Buyer is obliged to provide complete information on the correct performance of the

order, primarily regarding: quantity, type of product, color, technical conditions of the ordered products, the exact name and address of the Buyer and the place of delivery.

2. The sale takes place when the Buyer places the order and Nire confirms its acceptance.

The order placed by the Buyer constitutes an offer within the meaning of the Civil Code and the Buyer is bound by it as long as he does not cancel it pursuant to Article 66 [2] of the Civil Code. The buyer places orders in writing, i.e. in writing in the form of a letter or e-mail, indicating the product from the Nire catalog and providing its quantity. The confirmation of order acceptance by Nire is in the same form. Nire will confirm receipt of the order within 5 business days of receiving it. Nire's confirmation of the fact of the receipt of the order itself does not mean that it has been accepted. Nire shall also be considered a written order confirmation by sending the Buyer a pro forma invoice or a sales contract signed by Nire. The contract is concluded upon delivery of the order confirmation to the Buyer. If Nire confirms the order to the Buyer only partially or makes other changes or restrictions to the order hereinafter "Amended Order" then the Amended Order is accepted as a new contract proposal, which the Buyer must confirm. The contract will be concluded upon delivery by Nire of the written confirmation of the amended Order.

3. When the Buyer places the order, he confirms his payment capacity. The buyer understands that Nire makes acceptance and subsequent orders dependent on the existence of any payment arrears to Nire.

### III. Catalogs, samples, prices

1. The offer of Nire products results from current catalogs, information on the website [www.nire.eu](http://www.nire.eu) or the Nire price offer sent at the request of the Buyer. As a rule, drawings, weight and size of products given in catalogs are only approximate, unless marked as binding. The price list, depending on the version, presents the prices of products net or gross (including VAT) expressed in Polish currency (PLN), with an indication that it is a net or gross price.

2. The product will be delivered to the Buyer under a sales contract after full payment for the product. Together with the product, Nire will issue to the Buyer Instructions for use and maintenance of the product, which all users must follow, under pain of losing the Buyer's rights under the warranty and guarantee. If the Buyer resells the goods further, he is obliged to pass it on to the further Buyer with the Instructions for Use and Maintenance.

3. Nire has ownership and copyrights to drawings, technical information and other documents provided to the Buyer before and during the conclusion of the Sales Agreement. All information and documents are provided solely for the purposes of concluding the Sales Agreement and may not be, in whole or in part, made available or reproduced to third parties without the prior express written consent of Nire.

#### IV. Deliveries

1. The delivery date of the ordered goods will be provided by Nire each time in the order confirmation, sales contract or pro forma invoice, with the proviso that the goods will be ready for shipment or personal pickup within 3 business days of the full Nire bank account crediting the amount of payment for the ordered goods.

2. Unless otherwise explicitly agreed in writing, the risk of loss or damage to the goods shall pass to the Buyer upon loading onto the means of transport indicated by the Buyer in the Nire warehouse. If the goods are delivered by Nire to the destination indicated in writing by the Buyer, the risk of loss or damage to the goods will be transferred at the time of delivery of the goods to the Buyer.

3. The costs of delivery of the goods shall be borne by the Buyer.

4. Delivery times are approximate, unless Nire has given them in writing as binding. The delivery period is counted from the date of confirmation of acceptance of the order by Nire and the settlement by the Buyer of all payment obligations to Nire related to the order.

5. If there are no other written arrangements, the place of performance is Nire. The deadline for delivery of the ordered goods is met if Nire has declared that the goods are ready for delivery or shipment by the deadline, and if the goods are to be delivered by Nire, the delivery deadline will be met if the goods leave Nire's warehouse by the time they expire. Any changes to delivery dates must be agreed in writing.

6. Nire undertakes to make every effort to meet the delivery times of the ordered goods, but is not responsible for delay in delivery in the event of force majeure or other unpredictable,

extraordinary circumstances not caused by Nire that significantly impede and / or prevent timely execution of the order. This applies, among others, to situations such as, for example, problems with the supply of raw materials necessary to perform the order, disruption of work caused in particular by fire, water, failures of the main and necessary production equipment and machinery, shortage of materials, energy, difficulties or lack of transport, also when these circumstances occur with Nire's suppliers or their sub-suppliers. In this situation, Nire has the right to postpone the delivery date of the ordered goods by the duration of the obstacle and for the period necessary to resume deliveries of the ordered goods, of which Nire will notify the Buyer in writing. Before the expiry of the abovementioned extended delivery date of the ordered goods, the Buyer may not withdraw from the Contract. In the above cases, the Buyer shall not be entitled to any claims for damages against Nire. Both Nire and the Buyer shall not be liable for partial or total non-performance of obligations arising from the Purchase Agreement concluded between them, in the event of non-performance due to reasons of force majeure. Force majeure is understood to mean any circumstance that will occur after the parties conclude the Sales Agreement and is independent of the will of Nire and the Buyer, prevents the fulfillment of contractual obligations and the effects of which cannot be avoided e.g. natural disasters, administrative restrictions, wars, strikes, prohibitions import, actions of state bodies, changes in legal regulations, etc.

7. In the event of any change of the order, the delivery date of the ordered goods also changes and runs again from the moment Nire confirms the acceptance of the changed order in writing.

8. The buyer is obliged to collect the goods within 14 days from the date of the written request via e-mail, SMS or Nire to collect the goods. If the Buyer fails to comply with the above obligation, Nire has the right to withdraw from the contract and sell the goods to another person within 30 days of the expiry of the deadline referred to in the sentence above. In this case, the Buyer shall not be entitled to any claims against Nire related to coverage of potential damage, e.g. lost profits etc. order.

9. If Nire does not exercise its right to withdraw from the contract in the situation referred to in paragraph 8 above, and the Buyer at a later date than indicated in paragraph 8 above collect the goods, Nire is entitled to charge the Buyer a contractual penalty of 1% of the value of the ordered goods, for each day of delay.

10. Nire is not responsible for delivery of the goods in accordance with the specifications contained in the order and / or with the indications given by the Buyer, even if the delivered

goods were not suitable for the intended use by the Buyer.

1. The contractual penalty referred to in para. 9 above will be payable within 7 days of the invoice being delivered by Nire. Nire also has the right to credit the advance payment or other payment made by the Buyer in the first place against the contractual penalties charged.
2. In any case, if the Buyer fails to perform any obligations arising from the concluded Sales Agreement, regardless of other rights arising from applicable provisions, Nire has the right to refrain from performing any obligation of Nire arising from this Agreement, including the obligation to provide The buyer of the goods until the buyer duly fulfills the obligation.

#### V. Payment rules

1. Unless otherwise agreed in the Purchase Agreement or confirmation of order acceptance by Nire, the Buyer shall be obliged to pay for the goods as follows: - 50% down payment within 3 days from the day Nire confirms the order - the remaining 50% of the price within 3 days of receiving confirmation from Nire that the ordered goods are ready for pickup.
2. The date of payment shall be the date of crediting the invoice or confirmation of the order of the Nire bank account. Making the required advance is a condition for the start of the Buyer's order. If the Buyer fails to make the required advance payment within the period specified by Nire, Nire has the right to withdraw from the Sales Agreement without setting a further additional period.
3. Unless the parties agree otherwise, other charges related to the performance of the contract, including costs of transport, insurance, storage, etc. will be payable within the same period as the payment for the goods is to be made.
4. Nire has the right to include payments made by the Buyer against any outstanding receivables of his choice, including against contractual penalties, default interest, etc. and finally against the principal claim.
5. In the event of non-payment on time, the Buyer will be delayed, without having to show other reasons. From that day, Nire has the right to charge statutory interest, and all Buyer's payment obligations to Nire arising from mutual business relations are immediately due and Nire has the

right to claim their payment.

1. In the cases of withdrawal from the Agreement by Nire described above due to the fault of the Buyer, the Buyer shall not be entitled to any claims against Nire. In the event of exercising the right of withdrawal, the Buyer shall reimburse all documented costs incurred by Nire. This does not affect Nire's right to assert further claims for damages.

## VI. Warranty and product complaints

1. Nire guarantees the smooth operation of the device for which it issues a warranty card, provided that it is used in accordance with its intended use and conditions described in the user's manual.
2. Nire provides a 24-month warranty from the date of sale of the equipment. The warranty rights will be exercised after the presentation of a valid warranty card together with the proof of purchase and confirmation of the compliance of the provisions in the warranty card with the actual state.
3. The warranty card is valid if it is made on the original form and contains the following data: equipment name, model, serial number, seal and signature of the seller and the number of the purchase document. Making any changes, deletions or corrections by unauthorized persons entails its annulment.
4. The Nire warranty applies to goods purchased domestically and is only valid on Polish territory.
5. Each product has a nameplate with a unique serial number. Damage to the plate, which makes it impossible to identify the equipment, results in the loss of warranty repair rights.
6. The customer loses all rights arising from the guarantee in the event of unauthorized repairs or structural changes. The warranty does not apply when the equipment is used for purposes other than those intended.
7. Defects disclosed during the warranty period will be removed free of charge by Nire, within a short period of time not exceeding - 14 working days from the date of acceptance of the equipment for repair - 21 business days if it is necessary to import parts from abroad
8. The condition of accepting the product to the website is to submit a complaint in writing by e-mail or phone contact with the service. If an RMA number is assigned, this number should be prominently displayed on the shipping container. The cost of authorized

transport is borne by the guarantor.

9. The product should be delivered to the service center in the original factory packaging, guaranteeing safety during transport. In the absence of a factory packaging, the risk of damage during transport is borne by the customer.

10. Upon receipt of the purchased product, the Customer undertakes to assess the condition of the packaging. In the event of a breach of the packaging (damage, dents, flooding, damage to the tape, etc.) or mechanical damage to the equipment, the customer is obliged to prepare a damage report with the forwarding agent's representative and immediately notify the service of the situation.

1. The warranty covers only damages and defects resulting from causes inherent in the sold product. The warranty does not cover damage caused by external causes, such as mechanical damage caused by weather phenomena (moisture, rain, snow, water), pollution, flooding and damage resulting from transport, improper maintenance. Product warranty, which is a natural effect of use, is excluded from the warranty.
2. The complaint procedure does not provide for the installation / launch of the product at the customer.
3. Nire will not be responsible for the timely delivery of warranty repairs if service activities are disrupted by unforeseen force majeure circumstances.
4. Nire is not responsible for any damages or losses resulting from the inability to use the advertised product.
5. . In the event of an unjustified complaint, the Customer bears the costs of testing and transport.
6. These Warranty Terms and Conditions set out in an exhaustive manner the Guarantor's obligations under the warranty granted, as well as the scope of the Claimant's rights. The warranty does not exclude or limit or suspend the buyer's rights arising from the non-compliance of the goods with the contract.

## VII. Responsibility

Unless otherwise provided by applicable law or the provisions of these GTC, Nire's liability is always based on the principle of guilt and is limited only to willful misconduct and gross negligence. Any further liability of Nire for non-performance or improper performance of the Sales Agreement than provided for in these GTC, subject to applicable law, is excluded. These provisions shall apply mutatis mutandis to claims for damages other than for non-performance or improper performance of the Contract, primarily for claims arising from tort, with the exception of claims for liability for damage caused by a dangerous product and for personal injury.

## VIII. Final Provisions

1. The Buyer and Seller undertake to keep trade secrets, in particular financial and technical conditions of their cooperation.
2. Unless the GTC stipulates otherwise, sending a letter by e-mail is sufficient to maintain the written form.
3. These GTC and Agreements concluded on their basis are subject to Polish law. In matters not covered by these Terms and Conditions, in particular the provisions of the Civil Code.
4. In the event of possible ineffectiveness of some provisions of these GTC, the remaining provisions of these GTC and the Agreements concluded based on them shall remain in force. Ineffective provisions will be replaced by other effective provisions.
5. The competent court to settle all disputes that may arise from Agreements concluded on the basis of these GTC is the property court having jurisdiction over the seat of Nire.
6. These GTC are effective from October 30, 2019.