

General Terms and Conditions of Sale and Warranty

(version 4.0)

§ 1. General Provisions

1. MERAWEX sp. z o.o. with its registered office in Gliwice, hereinafter referred to as the Supplier, offers the supply of products, goods and services and provides guarantees under these General Terms and Conditions of Sale and Warranty, hereinafter referred to as the GTC.
2. The current GTC are available on the Supplier's website at www.merawex.com.pl.
3. MERAWEX sp. z o.o. pursues its business objectives by concluding and performing contracts for the sale of products, goods and services with contractors who are not consumers within the meaning of Article 22¹ of the Civil Code.
4. Together with the request for quotation, the Buyer shall provide the Supplier with copies of documents confirming his status as an entrepreneur or other institution conducting business activity to demonstrate the manner of its representation and the possibility of concluding contracts with the Supplier.
5. MERAWEX sp. z o.o., in response to the request for quotation, shall submit an Offer, of which the applicable GTC are an integral part.
6. Sending an order to the Supplier based on the Offer received earlier shall constitute its acceptance and acknowledgment of the content of the applicable GTC.
7. The Offer is valid and may constitute the basis for concluding a contract, provided that the Buyer does not present, e.g. as part of the order, its terms and conditions of purchase that are contrary to the Supplier's GTC or the detailed terms and conditions contained in the Offer.
8. After sending the order based on the received Offer, the Buyer may not demand any additional services from the Supplier if this was not previously the subject of the Offer or another agreement between the parties.
9. Pursuant to Article 558 § 1 of the Civil Code, liability under the warranty is excluded.
10. A one-off or framework supply agreement between the Supplier and the Buyer may specify other terms and conditions of sale. In the event of a conflict between the provisions of the detailed agreement and the provisions of the GTC, the provisions of the detailed agreement shall prevail.
11. For selected products, goods and services from the MERAWEX sp. z o.o. offer, additional requirements specifying these General Terms and Conditions of Sale and Warranty may apply. In particular, for batteries, the "Warranty Terms and Conditions for Batteries" constitute a supplement. All related documents are available for download on the Supplier's website at www.merawex.com.pl.

§ 2. Significance of price, delivery date, payment date and method

1. The Offers submitted by the Supplier specify the prices of the products, their quantity, delivery terms, payment terms, order completion date, and offer validity period.
2. The prices and commercial terms and conditions presented in the Offer are binding for the Buyer and cannot be made dependent on Offers submitted to other entities.
3. The price in the Offer is the price according to the rule EXW MERAWEX sp. z o.o., Toruńska 8, 44-122, Gliwice, Poland (Incoterms 2020). If the place of delivery is agreed outside the Supplier's premises, the Supplier shall conclude a transport contract at the risk and expense of the Buyer. The terms of delivery may be changed upon individual agreement between the Supplier and the Buyer.
4. In the event of an anticipated delay or actual delay in delivery, the Supplier shall immediately notify the Buyer of this fact, its reasons, and the possible delivery date. Both parties shall agree on further steps to be taken.
5. The Supplier shall issue an invoice for completed deliveries.
6. The net prices shall be increased by value added tax (VAT) at the rate specified by law and in accordance with the rules adopted in the European Union.
7. The payment deadline and method of payment shall be specified on the invoice.

8. The invoice is delivered to the Buyer in paper form. It is possible to send the invoice in electronic form, as agreed between the parties.
9. Payment shall be made by bank transfer to the Supplier's bank account specified on the invoice or in cash at the Supplier's registered office. The moment of settlement of the obligation shall be the moment when the funds are credited to the Supplier's bank account or when the cash is paid at the cash desk.
10. The product or goods delivered by the Supplier shall remain the property of the Supplier until the total amount of the Buyer's obligations towards the Supplier has been settled.
11. Any defects discovered in the delivered product or goods shall not release the Buyer from the obligation to settle its liabilities towards the Supplier on time.
12. The Supplier reserves the right to suspend further confirmed deliveries in the event of overdue payments by the Buyer resulting from deliveries already made.
13. The Supplier reserves the right to change the terms and conditions of the order or to cancel it in exceptional cases, which may also occur after the Buyer has placed the order and the Supplier has confirmed it. Such a situation may occur in particular when, as a result of force majeure or other exceptional circumstances beyond the Supplier's control, the Supplier is unable to fulfill the terms of the contract or order. In such a case, the Supplier shall inform the Buyer of the inability to fulfill the order and indicate new terms of performance.

§ 3. Liability of the Supplier

1. The Supplier undertakes to deliver brand new and functional devices.
2. The Supplier grants a 12-month warranty on all its products and goods. If the Buyer places an order in accordance with the Offer prepared by the Supplier, in which the warranty period is different from that specified in the first sentence, the warranty period specified in the Offer shall apply.
3. The warranty period shall commence on the date of delivery of the product or goods to the Buyer by the Supplier.
4. The Supplier's liability under the warranty covers only defects arising from causes inherent in the sold item. Goods or their components that show signs of improper or non-intended use or signs of mechanical damage are not covered by the warranty.
5. All visible damage, defects or shortages in the shipment delivered by the carrier must be noted by the Buyer on the delivery note. If, despite due diligence, damage, defects or shortages are not detected upon delivery, the Buyer is obliged to inform the Supplier immediately upon discovery, under pain of losing the warranty.
6. The Supplier guarantees to the Buyer that during the warranty period, any device that contains a manufacturing defect or hidden defect will be replaced or repaired free of charge, leaving the choice of method to the reasonable discretion of the Supplier.
7. The damaged device should be reported and delivered to the Supplier during the warranty period.
8. The Supplier guarantees the Buyer that warranty claims will be accepted on working days during the Supplier's business hours and that replacement or warranty repair will be carried out within a standard period of 14 (fourteen) working days from the date of delivery of the equipment to the Supplier's premises. In special circumstances, the Supplier reserves the right to extend the deadline for replacement or warranty repair.
9. The Supplier shall provide advice on the maintenance and use of the equipment during the warranty and post-warranty period.

§ 4. Exclusions of liability

1. The warranty is only valid for the Supplier towards the Buyer. The Supplier will not honor claims from entities that purchased the product or goods from the Buyer.
2. The warranty does not cover:
 - a. damage to equipment resulting from transport;
 - b. damage to equipment resulting from storage, installation or maintenance not in accordance with the technical and operational documentation, operating instructions or the Supplier's recommendations;

- c. use of the equipment contrary to the technical and operational documentation, operating instructions or the Supplier's recommendations;
- d. mechanical damage;
- e. damage resulting from modification of the equipment, unless the modification was made by the Supplier, at its request or with its written consent;
- f. secondary damage resulting from the use of the equipment despite the detection of the original defect.

The assessment of the causes of damage shall be left to the reasonable discretion of the Supplier. Repair or replacement of the device due to damage referred to in this section may be carried out by the Supplier for a fee.

3. The Supplier shall not be liable for any loss of revenue, interruption of business or systems, loss of data or any other direct or indirect damage and related costs resulting from the operation of the equipment.

§ 5. Warranty procedure

1. The Buyer shall report any defect or malfunction of the device to the Supplier by e-mail or letter before sending the device to the Supplier.
2. The Buyer shall provide the Supplier with all necessary information about the defect and its causes in accordance with the truth and facts, in order to make a proper assessment of the validity of repair or replacement under the warranty.
3. The Buyer's complaint regarding the quality of the goods in a given delivery does not release the Buyer from the obligation to pay the full price of the goods covered by the delivery.
4. The Buyer shall send the product or goods subject to complaint to the Supplier, packaging them in such a way as to protect them from damage or destruction.
5. The Supplier shall not be liable for any costs associated with the disassembly and assembly of the product or goods subject to complaint.
6. The Buyer shall deliver the reported equipment to the Supplier's registered office together with a copy of the purchase document and a description of the defect or malfunction.
7. The costs associated with transport in the event of an unjustified complaint shall be borne in full by the Buyer.
8. The replaced or repaired equipment shall be delivered to the Buyer by the Supplier at its own expense.
9. The Parties may agree that the repair shall be carried out by the Supplier outside the Supplier's registered office.
10. If the warranty claims are not accepted in whole or in part, the Supplier shall notify the Buyer thereof and offer a paid repair or replacement of the equipment.
11. If warranty claims are not accepted, the Supplier shall return the equipment at the Buyer's expense, and if it has been agreed that the repair shall be carried out outside the Supplier's premises, the Supplier shall charge the Buyer for the travel costs.

§ 6. Compliance with International (EU) Sanctions

1. The Supplier conducts its business in accordance with the applicable laws of the European Union, in particular Council Regulations (EU) No. 833/2014 and No. 765/2006, as amended, governing trade with entities from the Russian Federation and the Republic of Belarus. Accordingly, the Supplier informs that the offered products and goods may not, directly or indirectly, be exported, re-exported or transferred to the Russian Federation or the Republic of Belarus, nor to entities acting on their behalf or for their benefit, in accordance with the applicable legal provisions.
2. The Supplier expects the Buyer to comply with the regulations concerning international sanctions and to refrain from any actions that could result in their circumvention, including actions that may lead to the further diversion of products to countries or entities subject to restrictions.
3. In the event of justified concerns regarding the destination of the products or their end-user, the Supplier may request the Buyer to provide additional information or documentation where required by law or by the compliance procedures applied by the Supplier.

4. The Supplier reserves the right to suspend or refuse order execution in situations where the continued sale could violate international sanctions or result in their circumvention. The Supplier will inform the Buyer of such a decision, indicating the reasons for its application.

§ 7. Final provisions

1. In matters not covered by these provisions, the provisions of Polish law shall apply, and any disputes that cannot be settled through amicable negotiations shall be settled by the court having jurisdiction over the Supplier's registered office.
2. The Buyer ensures that the data indicated by it in § 1 point 4 are current and true.
3. The Buyer ensures that it will place orders only when it has secured the financial resources necessary for the proper performance of the sales contracts.
4. The Supplier reserves the right to amend the General Terms and Conditions of Sale and Warranty.
5. The Buyer's failure to read the GTC shall not release the Buyer from compliance with them.
6. These General Terms and Conditions of Sale and Warranty shall enter into force on 3.12.2025.