



**INTERNATIONAL GENERAL SALES CONDITIONS  
OF ANWIS SP. Z O.O.  
BINDING FROM 23.11.2020**

**I. SCOPE OF APPLICATION OF IGSC**

The International General Sales Conditions, hereinafter referred to as "IGSC", shall apply to each contract of sale of finished products, i.e. external or internal shields and components, i.e. goods used for the production of external and internal shields, hereinafter referred to as "the Contract" concluded by Anwis sp. z o.o. (hereinafter referred to as "Anwis") from the date of IGSC validity with the Buyer. For the purposes of IGSC, finished products and components together are called "products". IGSC shall apply only to Contracts concluded with a Buyer whose registered office is located outside the territory of the Republic of Poland. Anwis may establish with the Buyer in writing, under pain of nullity, individual conditions of sale of products other than those specified in these IGSC. The currently binding IGSC are made available to the Buyer on the website [www.anwis.pl](http://www.anwis.pl), on the B2B platform or in the Foreign Customer Service Office of Anwis, in an electronic form in a manner enabling their storage and reproduction.

**II. ORDERS**

1. Orders shall be placed according to the following rules:
  - a. via the B2B platform
  - b. on order forms sent to the Foreign Customer Service Office of Anwis.
  - c. by e-mail to Anwis Foreign Customer Service (in case of orders for components)
  - d. in the form of encrypted exchange of XML files sent to a specific FTP server provided by ANWIS

- e. in the form of encrypted exchange of XML files downloaded by ANWIS from an FTP server provided by the Buyer.

2. After receiving the order, Anwis shall send the Buyer by e-mail an order confirmation, specifying the planned date of order completion.

3. The change or cancellation of the order can be made only by e-mail sent to the address of the contact person indicated in the order confirmation within 24 hours of sending the order confirmation by Anwis. No change or cancellation of the order within the aforementioned time limit shall mean the conclusion of a Contract between Anwis and the Buyer under the conditions specified in the order confirmation, and resulting from the provisions of these IGSC. After this date, the change or cancellation of the order is possible only with the consent of Anwis sent to the Buyer by e-mail.

4. Catalogues, technical descriptions, specimens, brochures, leaflets, advertising or promotional materials of Anwis do not constitute an offer, and the data contained therein define approximate properties of the product, cannot be understood as an assurance of the existence of such properties and do not constitute grounds for making any claims. It is the Buyer's duty to always make sure that the product is suitable for the conditions in which it is to be used.

**III. PRICE AND PAYMENT**

1. The price of the product shall be the price specified in the currently applicable Price List, available on the B2B platform or at the Anwis Foreign Customer Service Office.

2. Anwis shall inform about changes in the Price List on the B2B platform and by e-mail at least one month in advance.

3. Additional conditions specified in the Price List are an integral part of IGSC.

4. Unless the parties have agreed otherwise, the Buyer is obliged to make a full prepayment before delivery/collection of the product. Anwis may grant the Buyer a trade credit.

5. Without prior written consent of Anwis, the Buyer may not transfer his receivables under the Contract to another entity. The Buyer shall not be entitled to set

off the Buyer's receivables against the receivables of Anwis or to withhold payments to Anwis for any reason, including due to reported complaints or improper performance of the Agreement.

6. In relation to the Buyer holding a trade credit, in case of obtaining information about deterioration of its financial standing Anwis reserves the right to demand from the Buyer additional security of payment or 100% prepayment for the ordered product. If it is impossible to obtain the guarantee immediately, Anwis shall be entitled to withhold the performance of the Agreement until the guarantee is obtained or 100% prepayment is received.

#### IV. DELIVERY

1. The product is collected by the Buyer's own transport (FCA Włocławek) or delivered by Anwis, depending on the option available in a given country. If the delivery is made by transport of Anwis, the Buyer's obligations include paying customs duty and carrying out import clearance - if any - and unloading from the means of transport, and the obligations of Anwis include insurance of the product for the time of transport and export clearance - if any. The risk is transferred to the Buyer when the goods are delivered to their destination.

2. The Buyer indicates the selected form of transport on the order, if such a choice is available in a particular country.

3. The date of sale shall be deemed to be the date of release of the product from the warehouse of Anwis, which under the relevant provisions of law authorizes and obliges Anwis to issue a VAT invoice. The payment date of an invoice shall run from the date of its issue.

4. In case of the delivery of finished products, if the delivery is made by transport of Anwis, the price of the product includes the cost of transport. In special cases the Buyer may be obliged to pay a surcharge in connection with transport carried out by Anwis.

5. In case of sale of components, when the delivery is made by Anwis transport, the price of products does not include transport costs. Anwis informs the Buyer about the amount of the cost of transport on the order confirmation. In special cases the Buyer may be released from the obligation to bear transport costs.

When collecting the product delivered to the Buyer by transport provided by Anwis, the Buyer is obliged to sign the CMR document legibly.

7. If the Buyer collects the product with its own transport from Anwis warehouse, in order to document the physical movement of the product outside the Republic of Poland, the Buyer shall deliver the following documents to Anwis within 15 days from the date of collecting the product from Anwis warehouse:

- original, legible copy or scan of the CMR document with a legible signature in case of delivery to another EU country
- customs message IE599 for deliveries outside the European Union.

8. In case the Buyer fails to comply with the obligation specified in point 6 or 7, Anwis shall be entitled to withhold further deliveries and issue correction invoices charged to the Buyer at the VAT rate in force at the time of sale.

9. During the collection, the Buyer is obliged to examine the product in order to determine any quantity shortages or incompleteness. If such shortages or incompleteness are found, the Buyer is obliged to make an appropriate annotation on the delivery document (e.g. CMR) and submit a copy of that document together with a complaint form to Anwis within 7 calendar days from the date of receipt. After the expiry of this period, the product shall be deemed to be complete, in the quantity stated on the delivery document.

10. It is assumed that the person authorised by the Buyer to collect the product is a person who collects the product at a permanent place of delivery or other place of delivery indicated by the Buyer, or a person who collects the product from Anwis warehouse on behalf of the Buyer.

11. If the product is collected directly by the Buyer from the Anwis warehouse, the Buyer loses his rights due to quantity shortages of the product, unless he made documented complaints during collection.

12. In particularly justified cases, the delivery date may be changed, which does not constitute grounds for the Buyer's withdrawal from the Contract. Anwis shall notify the Buyer about the change of delivery date by e-mail.

13. In the event of the Buyer's delay in payment of amounts due on any account, Anwis shall have the right to refrain from executing all orders (including issuance of the completed order) until the Buyer pays all amounts due, including interest.

14. If the Buyer delays the timely collection of the product by more than 30 days, or if the release of the product to the Buyer is suspended due to the arrears referred to in the above paragraph by more than 30 days counted from the date of planned release, or if the Buyer has not collected the product, who has been sent to him by courier mail and has not requested to send the product again or has not picked up the product again, Anwis may withdraw from the contract without the necessity of an additional call from the Buyer, and the Buyer shall be obliged to pay Anwis a contractual penalty in the amount of 100% of the net price of the product not picked up/unreleased on time.

15. If the Buyer delays with timely collection of the product by more than 7 days, or if the release of the product to the Buyer is suspended due to the arrears referred to in the paragraph above by more than 7 days counted from the date of planned collection, the Buyer, at the request of Anwis, shall pay Anwis remuneration for storage of the uncollected product in the amount of 8 Euro for each day of storage.

16. If the Buyer has not collected the product sent to him by courier, Anwis may charge the Buyer an additional fee for returning the product to Anwis in the amount equal to the cost of return shipment - not less than 15 Euro for each uncollected shipment.

## V. WARRANTY

1. Anwis provides a guarantee which covers manufacturing defects of the products (defects).

2. The defects are considered to be the use of defective materials, production errors, inconsistency of the product with the Buyer's order, construction errors, damage occurring before setting the product at the Buyer's disposal.

3. The rights under the guarantee may be exercised after the presentation by the Buyer of proof of purchase of the product.

4. The guarantee shall be granted for a period of 24 months, counted from the date of sale stated on the sales invoice issued by Anwis.

5. The warranty period shall be extended by the time of the product's complaint, counting from the date of the complaint to the date of issuing the repaired or non-defective product replaced for the defective one.

6. The warranty does not cover:

a. mechanical damages and defects caused by them, which occurred after delivery/collection of the product;

b. damages resulting from incorrect assembly, changes or repairs of the product made by persons other than authorized by Anwis;

c. damages resulting from the use of spare parts or accessories other than those produced or used by Anwis;

d. damage resulting from improper use of the product;

e. damage resulting from random events (fire, flood, lightning, very low temperatures and other natural disasters);

f. maintenance and cleaning of products, as well as replacement of fuses and batteries;

g. discolouration resulting from atmospheric factors, e.g. sunshine, which has occurred during use;

h. deformations of the surfaces of aluminium tapes, wooden slats and fabric surfaces within the ranges permitted according to PN-EN 13120;

i. overrated products, sold as unsatisfactory;

j. products manufactured to the Buyer's order, in sizes other than those specified in the Price List;

k. damages resulting from exposure of the product to atmospheric factors (including temperature and humidity range) not foreseen by Anwis for a given product.

l. damage resulting from failure to follow the instructions for assembly, measurement and use of products available on the B2B platform.

m. defects in the fabric if the fabric has undergone mechanical treatment before the complaint was lodged

7. The liability of Anwis on account of warranty for defects resulting from the Polish Civil Code is excluded (article 558 of the Polish Civil Code).

8. Anwis shall be liable only for damage caused to the Buyer intentionally or as a result of gross negligence. Compensation does not include lost profits. Total liability of Anwis for damages resulting from non-performance or improper performance of the contract shall be limited to the actual damage suffered by the Buyer, but not higher than the net value of the claimed product or product whose non-delivery within the time limit resulting from the order confirmation resulted in the damage suffered by the Buyer, however, if the claim or non-delivery within the time limit concerns only a part of the given order, to the value not higher than the net value of that part.

## **VI. COMPLAINTS**

1. In the case of a defect in the product, the Buyer is obliged to submit a complaint immediately, but no later than within 14 calendar days from the date of its discovery under pain of loss of rights under the guarantee.

2. The complaints of finished products should be sent electronically to [service@anwis.pl](mailto:service@anwis.pl) (English-speaking service), to [reklamation@anwis.de](mailto:reklamation@anwis.de) (German-speaking service) or through the B2B platform in the form of a properly completed and legibly signed complaint form. Complaints of component should be sent by e-mail to [servicecomponents@anwis.pl](mailto:servicecomponents@anwis.pl).

3. The complaint form called "Product Complaint Form" is available on the B2B platform or is provided by the Foreign Customer Service Office Anwis. Acceptance of the complaint shall result in assigning it an individual complaint number, which shall be used by the Buyer and Anwis during its consideration.

4. In order for the complaint to be recognised, Anwis shall collect the product from the Buyer, and if the complaint can be recognised on the basis of photographic or film documentation, Anwis shall inform the Buyer about the necessity to provide such documentation. The goods under complaint shall be collected by Anwis own transport or by a courier company after Anwis has previously sent the delivery note to the Buyer. Anwis may charge the Buyer with

the cost of transport of the complained goods if the complaint is not accepted.

5. The complained product should be cleaned of all types of grease, mould, fungus and other impurities that may hinder effective recognition of the complaint and repair and packed in a manner protecting against damage. If the complained product is dirty, Anwis reserves the right to return such product to the Buyer at his/her expense without the complaint being examined.

6. The complaint shall be examined within 14 working days from the date of correct and complete complaint and receipt by Anwis of the claimed product or photographic/film documentation inclusive. Within this period Anwis shall inform the Buyer about the acceptance or non-acceptance of the complaint.

7. In the event of occurrence of an objective reason preventing observance of the above mentioned deadline, Anwis shall inform the Buyer about it, indicating a new deadline for examination of the complaint.

8. If the complaint is accepted, Anwis shall, at its own discretion, repair the defective product, including directly at the user's premises, or replace the defective product or its part or offer financial compensation.

9. The products or their parts which are replaced under warranty become the property of Anwis.

10. In case the complaint is not admitted, Anwis shall inform the Buyer about its cause and after prior arrangement with the Buyer, shall send back the complained product at the expense of the Buyer or shall repair it against payment.

## **VII. FORCE MAJEURE**

1. Anwis shall not be liable for non-performance or improper performance of the Contract if it results from extraordinary events beyond its control, in particular an act of legal authority or force majeure.

2. Force majeure shall be deemed to include, but not be limited to, the following events: natural disaster, war, social unrest, terrorist act, mobilisation, state of emergency, martial law, shortage of raw materials, transport shortages, strike, epidemic, lock-out, energy failure, flooding, hurricane, tornado, fire.

3. Anwis shall immediately notify the Buyer of the occurrence of an obstacle in the performance of the Contract. In such a case Anwis shall be entitled to withdraw from the Contract in whole or in part without any compensation obligations towards the Buyer.

#### **VIII. PERSONAL DATA**

1. The Buyer consents to the processing of his personal data by Anwis and companies from the Warema Group for the purpose of the Contract and for marketing purposes, for the duration of the cooperation and the period of limitation of any claims related to the Contract.

2. Anwis is a personal data administrator.

3. The processing of personal data shall consist in:

a. registration of the Buyer's data in the Anwis ERP system - these data are used to issue an invoice, deliver a product, make a payment or send information electronically;

b. issuing invoices and sending them by e-mail or post;

c. informing by e-mail about the status of the order,

d. informing by e-mail or traditional mail about all kinds of promotions, changes in the offer, Price List, changes in IGSC, etc.

4. Anwis provides the Buyer with contact details i.e. e-mail address: [odo@anwis.pl](mailto:odo@anwis.pl), to which the Buyer may address questions concerning the processing of his personal data.

5. The Buyer has the right of access to the content of their data and the right to correct, delete, limit the processing, the right to transfer data, the right to object, the right to withdraw consent at any time without affecting the lawfulness of the processing which was carried out on the basis of consent before its withdrawal. The Buyer has the right to lodge a complaint with the supervisory authority if he considers that the processing of his personal data violates the applicable regulations.

#### **IX. FINAL PROVISIONS**

1. The Buyer undertakes, during the term of the contract between Anwis and the Buyer and 5 years after its termination, to keep confidential all personal data, commercial conditions (in particular the level of

discounts granted and actual sales prices), materials and any documents and/or files received from Anwis during the term of the Contract between the Parties, unless they are publicly available information.

2. Anwis shall be the owner of property rights to industrial designs and trademarks of the sold products, unless the products are manufactured under the Buyer's brand. Any infringement of the above rights shall result in taking legal protection measures by Anwis, including penal measures provided for in relevant acts.

3. The court competent to settle disputes arising from the Contract is a common court having jurisdiction over the registered office of Anwis.

4. Polish law shall apply to Contract concluded on the basis of IGSC.