

WIMBA POLAND SP. Z O.O. SALES REGULATIONS

1. INTRODUCTION

These Regulations define the terms for the sale of WIMBA products and WIMBA BOX as well as the principles for placing and delivering Orders by Partners/Providers using WimbaAPP.

2. DEFINITIONS

In these Regulations, the following definitions apply:

“WIMBA” – refers to WIMBA POLAND limited liability company, located at Fabryczna 20A, 31-533 Kraków, Poland, registered in the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register under the number KRS: 0000974000, NIP: 6751765315, REGON: 522124301, with a share capital of PLN 10,000.

“WIMBA Provider” – refers to veterinary doctors and zoophysiotherapists running a business related to broadly understood veterinary medical services for animals who have placed Orders for their clients.

“WIMBA Provider PRO” – refers to veterinary doctors and zoophysiotherapists running a business related to broadly understood veterinary medical services for animals who have entered into a Partnership Agreement with WIMBA bought WimbaBox and placed Orders for their clients.

“WimbaBOX” – a set of devices including WimbaSCAN tools whose purchase leads to the conclusion of a Partnership Agreement and, consequently, enables the WIMBA Provider PRO to place Orders.

“WimbaAPP” – an application owned by WIMBA through which WIMBA Provider/WIMBA Provider PRO can place Orders.

“WimbaPRO” - offers advanced orthopaedic solutions for veterinary professionals, including prostheses for amputated animals, knee braces, and innovative Carpal and Tarsal 2.0 braces.

“Partnership Agreement” – refers to the partnership agreement concluded between WIMBA and the WIMBA Provider PRO through the purchase of WIMBA BOX.

“Product” – refers to products manufactured by WIMBA to order from the WIMBA Provider/WIMBA Provider PRO based on data provided by the WIMBA Provider/WIMBA Provider PRO via WimbaAPP or email. We distinguish them in the Wimba and WimbaPRO product groups.

“Order” – a product manufacturing order placed by the WIMBA Provider/WIMBA Provider PRO, specifying all necessary parameters for the production of the Product, based on data collected according to the guidelines and materials provided by WIMBA. We distinguish them in the Wimba and WimbaPRO product groups

“Personal Data” – any information concerning an identified or identifiable natural person. An identifiable person is one whose identity can be determined directly or indirectly, particularly through reference to identification numbers, or one or more specific factors that define their physical, health, physiological, mental, economic, cultural, or social characteristics.

3. PARTNERSHIP WITH WIMBA AND PARTNER'S RESPONSIBILITIES

- 3.1. WIMBA delivers Products exclusively to WIMBA Provider/WIMBA Provider PRO. WIMBA does not sell directly to individuals-
- 3.2. A qualified person can become a WIMBA Provider only after completing the appropriate registration form and becoming WIMBA Provider PRO after purchasing the WIMBA BOX.
- 3.3. Under the Provider Agreement, the WIMBA Provider/WIMBA Provider PRO can obtain:
 - 3.3.1. Marketing support in the form of promotional materials from WIMBA,
 - 3.3.2. The possibility of participating in WIMBA advertising campaigns,
 - 3.3.3. The possibility of attending WIMBA training and certification programs,
 - 3.3.4. Access to the latest technologies and innovative solutions in veterinary orthopedics and keeping that information as a trade secret. (not needed, advertising?)
- 3.4. Under the Partnership Agreement, the WIMBA Provider/WIMBA Provider PRO is obliged to:
 - 3.4.1. Place Orders based on correctly collected data,
 - 3.4.2. Report clinical cases for monitoring the effectiveness of Products,
 - 3.4.3. Adhere to the quality and procedural standards set by WIMBA,
 - 3.4.4. In some cases cooperate with WIMBA in research and development by providing necessary data and feedback regarding the use of Products and the scanning and measurement process.

4. ORDER IMPLEMENTATION

- 4.1. Orders are placed through WimbaAPP or another method specified by WIMBA after the WIMBA Provider collects the necessary measurements.
- 4.2. After placing the Order for WimbaPRO, the WIMBA Provider PRO will receive confirmation of its acceptance. Within a maximum of 48 business hours, WIMBA will send a product design proposal. Once accepted, the WIMBA Provider PRO cannot modify the Order.
- 4.3. After placing the Order for Wimba, the WIMBA Provider will receive confirmation of its acceptance. Within a maximum of 48 business hours
- 4.4. WIMBA verifies the completeness of the data required for Order fulfillment. If the data provided by the WIMBA Provider is incomplete, WIMBA will request additional or corrected information.
- 4.5. Once complete data is provided, WIMBA will send the WIMBA Provider PRO an electronic design of the Product along with the delivery time.
- 4.6. The Partner may withdraw from the Order within 7 days of receiving the design proposal/after receiving confirmation of the product, by submitting a statement of withdrawal and paying a 50% cancellation fee. If the WIMBA Provider/WIMBA Provider PRO does not exercise this right, the Order is automatically processed.

- 4.7. After the start of production, the WIMBA Provider/WIMBA Provider PRO is notified by email and cannot withdraw from the Order and is obliged to pay the full amount.
- 4.8. WIMBA is not responsible for the correctness of the data required for the implementation of the Order, which is collected by the WIMBA Provider/WIMBA Provider PRO.

5. DELIVERY OF ORDERS

- 5.1. Once the Order is completed, it will be sent via the carrier (UPS) to the address provided by the Partner when placing the Order.
- 5.2. The shipping address can be changed up to the point of shipment.
- 5.3. WIMBA is not responsible for the delivery time or any additional shipping costs, except for the carrier cost as specified in Section 5.1 above.

6. PAYMENT TERMS

- 6.1. Payment for WIMBA BOX and Orders will be made via bank transfer to the account specified on the VAT invoice within the payment term specified therein. For WIMBA BOX, the payment term is 30 days. For other Orders, the payment term is 14 days.
- 6.2. The Partner is responsible for the shipping costs of both Orders and WIMBA BOX. Shipping costs will be shown separately on the VAT invoice.
- 6.3. Invoices will be sent to the email address provided by the WIMBA Provider/WIMBA Provider PRO during the conclusion of the Partnership Agreement or will be attached to the Order in paper form. The Partner agrees to receive VAT invoices electronically.
- 6.4. The currency of the invoices will be adjusted to the WIMBA Provider's/WIMBA Provider PRO's country of residence.
- 6.5. Pricing terms related to Orders are defined in the Price List. WIMBA reserves the right to introduce changes to the Price List, which will apply from the date specified in the communication, with no less than 30 days' notice. Partners will be informed of Price List changes, including via email.

7. COMPLAINTS AND WARRANTY

- 7.1. Complaints must be submitted using the service request form provided by WIMBA within the warranty period.
- 7.2. Warranty Policy Overview
WIMBA offers two types of warranties depending on the product group. Each warranty has specific conditions and exclusions as detailed below:

7.3. Warranty for WIMBA Products:

7.3.1. **Coverage Period:** 6 months from the date of delivery.

7.3.2. Scope of Coverage:

7.3.2.1. Covers defects or failures in materials.

7.3.2.2. Does not cover normal wear and tear on replaceable components such as liners, straps, inserts or fasteners.

7.3.2.3. Damage caused by misuse, unauthorized modifications, or destruction by the animal is excluded.

7.4. Non-Refundable Nature:

7.4.1. Products are custom-made medical devices tailored for individual patients and, therefore, non-refundable.

7.4.2. Refunds, if granted under exceptional circumstances (e.g., pet death before product use), are at WIMBA's discretion and exclude certain fees, such as shipping and administrative charges.

7.5. Repairs and Replacement:

7.5.1. Repairs are facilitated via WIMBA or the veterinary practice. Replaceable components can be ordered separately.

7.5.2. Non-warranty repairs are subject to charges for materials, labour, and shipping.

7.6. Warranty for WIMBA PRO Products:

7.6.1. **Coverage Period:** 12 months from the date of delivery.

7.6.2. Scope of Coverage:

7.6.2.1. Provides extended coverage for advanced products such as prostheses, stifle braces, and Carpal/Tarsal 2.0 braces.

7.6.2.2. Covers defects or failures in materials, design, or workmanship.

7.6.2.3. Excludes damage caused by improper use, unauthorized modifications, or destruction by the animal.

7.7. Non-Refundable Nature:

7.7.1. Products are custom-designed medical devices and non-refundable. Refund exceptions follow the same guidelines as WIMBA Products.

7.8. Repairs and Replacement:

7.8.1. Replacement parts (e.g., straps, liners, and fasteners) are available for purchase. Repairs not covered by the warranty incur charges for labor, materials, and shipping.

8. Life Expectancy of Products

8.1. The lifespan of WIMBA and WIMBA PRO products varies depending on:

8.1.1. Frequency and duration of use.

8.1.2. Environmental factors (e.g., rough terrain, extreme weather).

8.1.3. Maintenance and cleaning by the pet owner.

8.1.4. Activity level of the animal.

8.1.4.1. WIMBA devices are intended for injured and sick animals, who even once recovered may be compromised. They are not intended for agility competition support and other extreme activities.

8.2. Both product groups are designed to be durable, with replaceable components ensuring extended usability. Regular upkeep by the owner is required to maintain functionality.

9. Warranty Claims Process:

9.1. Complaints must be submitted using the service request form provided by WIMBA within the warranty period.

9.2. Provide proof of purchase, images or videos of the issue, and a description of the problem.

9.3. WIMBA will evaluate the claim within **10 business days** and determine whether the issue is covered under the warranty.

10. Repairs Outside Warranty

10.1. Repairs not covered by warranty are subject to charges. Customers can choose their preferred shipping method and must provide a detailed description of the repair needed.

11. PERSONAL DATA

11.1. If processing of Personal Data is necessary to execute the Order, where the data administrator is the WIMBA Provider/WIMBA Provider PRO, WIMBA Provider/WIMBA Provider PRO entrusts WIMBA with the processing of Personal Data in accordance with the terms of the Order.

11.2. The Partner guarantees that all Personal Data provided to WIMBA for processing is legally obtained, and the WIMBA Provider/WIMBA Provider PRO has the necessary legal title to provide such data to WIMBA.

11.3. WIMBA will process Personal Data only to the extent necessary for fulfilling the terms of the Order, and for as long as necessary to fulfill the obligations under the Partnership Agreement.

12. FORCE MAJEURE

12.1. WIMBA and the WIMBA Provider/WIMBA Provider PRO are not liable for non-performance, improper performance, or delay in the performance of any part of the Agreement or Orders due to

reasons beyond their control. For the avoidance of doubt, force majeure includes natural disasters, governmental actions, war, terrorist acts, public disturbances, and transport blockages.

- 12.2. In case of force majeure, the affected Party must notify the other Party of the obstacles within 48 hours.
- 12.3. The implementation of the Order is suspended during the period of force majeure.
- 12.4. After the force majeure ends, the Party that invoked it must inform the other Party of the removal of the obstacles to fulfilling the Order.

13. FINAL PROVISIONS

- 13.1. These Regulations apply accordingly to the Partnership Agreement and all sales and production processes conducted by WIMBA.
- 13.2. These Regulations are effective from the date of publication and apply indefinitely.
- 13.3. WIMBA reserves the right to modify the Regulations, which will take effect from the date of their publication on the WIMBA website.
- 13.4. WIMBA is not liable for defects of WIMBA BOX or Products under warranty, except as allowed by law.
- 13.5. In matters not regulated by these Regulations, the provisions of the Civil Code and other applicable Polish laws shall apply.
- 13.6. In case of disputes, the competent court for resolution will be the court located in Kraków, Poland.
- 13.7. The distinction between WIMBA and WIMBA PRO product warranties ensures clarity for both WIMBA Providers and WIMBA Providers PRO. By accepting these Regulations, the Partner acknowledges and agrees to these differentiated warranty policies.

Signed by:

WIMBA POLAND SP. Z O.O.