

SALES REGULATION

GRETO POLSKA SP. Z O.O.

§ 1 DEFINITIONS

GRETO	Greto Polska Sp. z o.o. with its registered office in Gdynia (81-517) ul. Kaprów 5, holding NIP: 5862355212, KRS no.: 867789 (Registry Court: Sąd Rejonowy Gdańsk-Północ [District Court Gdańska-Północ] in Gdańsk VIII Economic Division KRS) share capital: 5.000 zł, BDO [Waste Data Base] no.: 000394604
CLIENT	An entity interested in purchasing Equipment from Greto or making such a purchase.
REGULATIONS	These Regulations, which define the General Terms and Conditions of Sale by Greto to Clients.
SALES CONTRACT	Contract concluded between Greto and the Client for the sale of Equipment to the Client.
EQUIPMENT	Equipment distributed by Greto, including: JA Solar or Hyundai Energy Solutions photovoltaic modules, GREE heat pumps.

§ 2 GENERAL PROVISIONS

1. The Regulations define the general terms and conditions of sales contracts concluded by Greto with Clients, including the conditions for submitting and carrying out orders for the Equipment.
2. The provisions of the Regulations are binding on Greto and the Client, if Greto, before placing the order by the Client, made the Regulations available to it or informed it by e-mail about the possibility of getting acquainted with the Regulations on the website www.aretto.com.pl.
3. If Greto and the Client agree on other terms of sale than those specified in the Regulations, the provisions of the Regulations shall apply to the Sales Contract concluded between them within the remaining scope.
4. The exclusion of the provisions of the Regulations under a specific Sales Contract requires the express and unambiguous consent of Greto.
5. The Regulations do not apply to Sales Contracts concluded by Greto with a natural person who is a consumer or a natural person concluding a Sales Contract directly related to its business activity, if the content of this Contract shows that it is not of a professional nature for this person, resulting in particular from the object of business activity performed by it, made available on the basis of the provisions on the Central Register and Information on Business Activity.

§ 3
CONCLUSION OF CONTRACTS

1. Conclusion of a Sales Contract occurs upon confirmation by Greto that it accepts the order placed by the Client.
2. Greto confirms the acceptance of the order, refuses to accept it or specifies additional conditions within 24 hours from the date of its submission (Monday through Friday, excluding public holidays). The ineffective expiry of this period is tantamount to the failure to accept the given order.
3. Orders may be placed by the Client in writing, by e-mail or by phone, in particular they may be sent to the following address: biuro@greto.com.pl.
4. Confirmation of the order is made by Greto by e-mail to the e-mail address provided by the Client or from which the order was placed.
5. Before placing an order, Greto informs the Client about the availability of Equipment specified by the Client, current prices of the Equipment / price lists, payment terms and possible delivery dates. Orders placed by the Client must comply with the above-mentioned information received from Greto.
6. Proposals, catalogues, offers magazines and other such information presented by Greto to the Client before placing the order do not constitute an offer within the meaning of the Civil Code, subject to § 4 sec. 2-3.
7. If the order is not placed by the Client personally or by persons authorized to represent the Client in accordance with the data specified in the register in which the Client is entered, Greto reserves the right to request confirmation of the order by a person authorized to represent the Client and withhold the decision on accepting the order or executing the order until such confirmation has been received.

§ 4
PRICES

1. The prices of the Equipment calculated by Greto are net prices, they do not include taxes, duties and costs related to the transport of the Equipment to the Client, excluding in particular the costs of transport, packaging, palletizing, preparation for shipment, and insurance. Prices include BDO fees.
2. The prices of the Equipment presented by Greto to the Client before placing the order are valid for 3 days from the date they are presented to the Client by Greto by e-mail or by phone. If the Client places an order after the expiry of the above-mentioned period of 3 days, Greto is not obliged to process the order for the price that has expired, and may present the Client with a new price that will apply for the next 3 days. In such a case, the order will be processed only if the Client accepts the new price within 3 days from Greto's presentation of the new price.
3. Greto is entitled to change the price within 3 days of presenting the price to the Client, if the information about the price change reaches the Client before placing the order.

§ 5
SETTLEMENTS

1. If the Parties do not agree on a different method of payment of the price, the condition for delivering the Equipment covered by the order to the Client is the prior payment of 100% of the price of these Equipment and transport costs, not later than within 1 day from the date of confirmation of the order by Greto. In the event of failure to make such a prepayment, Greto is entitled to withdraw from the sales contract without prior appointing an additional date for the Client.
2. In the event of the Client's delay in the payment of any due amounts due to Greto (for current or previous orders), Greto is entitled to suspend the execution of the order for the Client until payment.

§ 6
DELIVERY OF THE EQUIPMENT

1. The date of performance of the Sales Contract by Greto is the day on which the Equipment being the object of the Sales Contract are ready for collection from the Greto warehouse (located at ul. Kontenerowa 21, 80-601 Gdańsk).
2. The Client may pick up the purchased Equipment from Greto's warehouse on its own or order Greto to organize their transport to the indicated address.
3. If the Client orders Greto to organize the transport of the Equipment, the transport will be carried out at the Client's expense by the carrier selected by Greto.
4. The risk related to transport is borne by the Client, regardless of whether the transport is organized by Greto or carried out on its own by the Client.
5. Changing the delivery address after placing the order requires Greto's consent and may involve additional transport costs.
6. Transport costs are determined by Greto individually for each order. Transport costs can be determined after placing the order by the Client.
7. Greto will inform the Client about the planned date of receipt or delivery of the Equipment by the carrier.
8. The date of receipt or delivery of the Equipment by the carrier specified by Greto is an estimated date, based on the assumption that the Equipment will be collected on the date specified in the transport order submitted by Greto, and the delivery will take place within 2 days from the date of receipt of the Equipment from Greto's warehouse.
9. If the Client fails to collect the Equipment from Greto's warehouse within the agreed time, Greto is entitled to withdraw from the Sales Contract without prior appointing the Client an additional date for collecting the Equipment or to charge the Client with the costs of storing the Equipment in the warehouse.
10. If the Client fails to collect the Equipment from the carrier, Greto is entitled to charge the Client with the costs incurred in connection with the return of the Equipment to Greto's warehouse. In such a case, Greto is also entitled to withdraw from the Sales Contract without prior appointing an additional date for the Client to collect the Equipment. The costs of any possible re-shipment of the Equipment to the Client shall be borne by the Client.
11. Greto is not responsible for delays in delivery resulting from circumstances attributable to the carrier, in particular due to the carrier's failure to collect the shipment on the day on which such collection was to be made in accordance with the order, as well as due to disruptions in international transport or resulting from administrative procedures that affect the performance of the order by Greto and due to other circumstances beyond Greto's control or due to Force Majeure.
12. Greto is entitled to withdraw from the Sales Contract within 14 days from the date of confirmation of the order, if it is impossible to complete the order within the agreed time limit.

§ 7
CHECKING CONDITION OF THE EQUIPMENT

1. The Client is obliged to carefully check in the presence of the courier / driver who delivered the Equipment to the Client, the condition of the Equipment' packaging and whether the number of Equipment delivered (number of pallets) is in accordance with the Sales Contract. The Client is also obliged to prepare photographic documentation of the condition of the packaging of the Equipment at the time of delivery.
2. If the number of delivered Equipment is inconsistent with the Sales Contract or any impairment / damage are visible on the Equipment' packaging, such as dents, distortions, tears in cardboard boxes, lack of foil, the Client is obliged to prepare a damage report together with the courier / driver under pain of refusal to recognize any claims in this respect at a later date.

3. The Client is obliged to immediately, no later than within 2 days from the date of receipt of the shipment, send Greto by e-mail to the following e-mail address: biuro@greto.com.pl information about reservations regarding the condition of the shipment and the photographic documentation referred to above.
4. Within 5 days from the date of receipt of the Equipment, the Client is obliged to check their condition after unpacking and to notify the Seller of any visible defects together with photographic documentation confirming the reported defects.
5. Client's failure to submit a complaint in the above-mentioned deadlines is tantamount to confirming the completeness and correctness of the delivery and results in the expiry of claims regarding the condition of the Equipment.
6. Greto's possible liability for improper performance of the Sales Contract does not include lost profits on the part of the Client.

§ 8 GUARANTEE

1. The Equipment are covered by the manufacturer's quality guarantee.
2. The warranty document is in English.
3. All warranty claims must be submitted to the Equipment Manufacturer via Greto in accordance with the terms and conditions specified in the warranty document.
4. Greto's liability under the warranty for physical defects of the Equipment is excluded.

§ 9 RIGHT TO RETURN EQUIPMENT (OTHER THAN PHOTOVOLTAIC MODULES)

1. Within 3 days from the date of delivery to the Client of the Equipment other than photovoltaic modules, the Client is entitled to withdraw from the Sales Contract for the said Equipment, in whole or in part, and its return, provided that the returned Equipment:
 - a) will be returned to Greto in original, not-destroyed and undamaged packaging,
 - b) The Equipment will be in the condition in which they were issued to the Client and will not bear traces of use.
2. The above deadline for withdrawing from the contract and returning the Equipment is met if, before its expiry, the Equipment are delivered to Greto's address: Greto Polska Sp. z o.o., ul. Kaprów 5, 81-517 Gdynia.
3. The Client will attach a return statement / protocol to the shipment, which will contain: Client's data, date of purchase, data (including type, number) of the returned Equipment and data for the transfer of the refunded price. If the Client does not attach such a declaration / protocol to the shipment, he will bear the risk of Greto's inability to settle the return.
4. If the returned Equipment do not meet the requirements referred to in Section 1, Greto - within 5 days from the date of receipt of the return - will inform the Client by e-mail about the lack of acceptance of the return. In such a case, Greto will send the Equipment at the Client's expense to the original shipping address.
5. In the event of acceptance of the return of the Equipment, Greto will issue a correction invoice within 7 days of receipt of the return and refund the price of the returned Equipment to the Client, less PLN 100 net (for each returned Equipment). The above amount of PLN 100 net is deducted as compensation for the return service by Greto.
6. Greto does not reimburse the Client for any costs of transporting the Equipment incurred by the Client.
7. The above Client's rights do not apply to photovoltaic modules.

§ 10
CONCLUDING PROVISIONS

1. At the stage of the order completion, Greto provides the Client with electronic documentation (in PDF format) related to the Equipment (in Polish): catalogue card, limited warranty card, CE certificates. These documents are also available on the website www.greto.com.pl
2. In matters not covered by the Regulations, the relevant provisions of Polish law shall apply.
3. In the event of the invalidity or ineffectiveness of a specific provision of the Regulations, the Regulations shall apply to the remaining parts.
4. Greto is entitled to change the provisions of the Regulations. The changes shall become effective as on the day of their publishing on the website www.greto.com.pl. The changes do not apply to orders placed before their entry into force.
5. The rules for the processing of personal data by Greto are available at www.greto.com.pl in the tab: Regulamin sprzedaży - Sales Regulations.