

# **TERMS & CONDITIONS OF SALE**

## **CSG S.A. TRADING AS WWW.GREENCELL.GLOBAL**

(hereinafter "Regulations")

### **1. General conditions**

1.1. These Regulations regulate the rights and obligations related to the use by the Users of the GREENCELL.GLOBAL website available under the domain [www.greencell.global](http://www.greencell.global) and the rules applicable in the event of the purchase of Goods in the GREENCELL.GLOBAL store through the website.

1.2. By purchasing or ordering the Goods and/or Services, Buyer (YOU) agrees to be bound by the terms and conditions set out below.

1.3. The provisions of these Conditions are not intended to exclude or limit any Consumer rights conferred on them by mandatory provisions of law, and any possible doubts should be interpreted for the benefit of the Consumer. In the event of any possible and unintended inconsistency of the provisions of these Conditions with the above laws, these laws are of the priority and shall be applied by the Seller.

1.4. Online shop GREENCELL.GLOBAL available at the online address [www.greencell.global](http://www.greencell.global) is run by the CSG S.A., a company validly organised and existing under the laws of Poland, having its registered address at Ul. Kalwaryjska 33, 30-509 Kraków, Poland (EU), entered into the commercial register held by the District Court in Kraków, XI Commercial Division of the National Court Register under entry number 0000714229, REGON: 369293269.

1.5. Our tax number (NIP) is PL6793163992 and can be confirmed on official website provided by the European Commission - VIES VAT number validation webpage: [https://ec.europa.eu/taxation\\_customs/index\\_en](https://ec.europa.eu/taxation_customs/index_en)

1.6. All rights in this website are owned by us. Any unauthorised use, copying or modification, is prohibited.

1.7. You can e-mail us: [support@greencell.global](mailto:support@greencell.global). You can also telephone us: +44 870 495 8021.

### **2. Definitions**

2.1. "Account" – IT record, marked with an individual name (login) and password provided by the Buyer, allowing the Buyer to order the Goods.

2.2. The “Buyer” („YOU”) means the User who, by making the correct Registration in the GREENCELL.GLOBAL, has concluded an Contract of Services with CSG, as a result of which an Account has been assigned to him.

2.3. “Conditions” means these terms and conditions.

2.4. “Consumer” means a natural person performing a legal transaction not directly related to its business or professional activity.

2.5. “Contract of Sale” means a sales agreement within the meaning of the Polish Civil Code (Uniform Text Journal of Laws of 2019, item 1145, as amended) concluded between the Buyer and the Seller using the means of remote communication after accepting the Order by the Seller under the terms specified by these Conditions.

2.6. “Contract of Services” means the contract for the provision of free electronic services - concluded voluntarily by the User with CSG upon confirmation of Registration. In the scope of services provided electronically, these Conditions are the regulations referred to in art. 8 of the Polish Act of 18 July 2002 on providing services by electronic means (Uniform Text Journal of Laws of 2019, No. 123, 730, as amended).

2.7. “CSG” means CSG S.A., a company validly organised and existing under the laws of Poland, having its registered address at ul. Kalwaryjska 33, 30-509 Kraków, Poland (EU), entered into the commercial register held by the District Court in Kraków, XI Commercial Division of the National Court Register under entry number 0000714229, REGON: 369293269.

2.8. “Good” or “Goods” means the item/items (including any instalment of goods or any parts for them) available in the GREENCELL.GLOBAL online shop that is the subject of the Contract of Sale between the Buyer and the Seller.

2.9. “GREENCELL.GLOBAL” means online shop website, available under the domain [www.greencell.global](http://www.greencell.global), through which Goods for sale are presented and which allows Buyer to place Orders.

2.10. "Including" and “in particular” shall be construed as not limiting any general words or expressions in conjunction with which either of those expressions is used.

2.11. “Order” means a statement of will of the Buyer expressing the direct will to conclude a remote Contract of Sale. The order for each Good will be treated as the Buyer’s

independent offer to conclude the Contract of Sale. The Order specifies in particular the Good, its main features, price and shipping costs.

2.12. "Registration" means operation, consisting in creating an Account, made by the User and/or on behalf of the User, using the tools available in the GREENCELL.GLOBAL.

2.13. The "Seller" („WE") means the CSG – the company CSG S.A.

2.14. "User" means:

2.14.1 a natural person (including Consumer). Where the Buyer is a natural person with limited legal capacity, he/she undertakes to obtain legally effective consent of his/her statutory representative for the conclusion of the Contract of Sale and provide such consent upon any request of the Seller,

2.14.2. a legal person or an organizational unit without being in the form of a legal personality, the law of which recognizes the legal capacity; having a full legal capacity.

2.15. "Writing" means in particular email and other comparable means of communication.

### **3. Rules for using the GREENCELL.GLOBAL**

3.1. Minimum technical requirements, which are required to be met to cooperate with the system used by the GREENCELL.GLOBAL, including the conclusion of the Contract of Services or the conclusion of the Contract of Sale: (1) a computer, a laptop or other multimedia device with the Internet access; (2) access to electronic mail; (3) a web browser: Google Chrome version 23.0. and higher, Mozilla Firefox version 17.0 and higher or Internet Explorer version 10.0 and higher, Opera version 12.0 and higher, Safari version 5.0 and higher. In order to register (Registration) enter into the Contract of Sale, the User undertakes to have a valid/active e-mail address, as well as a keyboard in specified cases or other pointing device providing for correctly completion of the electronic forms.

3.2. The User has the possibility to place the Order and to conclude the Contract of Sale after registering and creating an Account (Registration). The Registration and maintenance services are free and unlimited. The Customer has the right to terminate the Contract of Services with CSG regarding the Account at any time by sending a statement terminating the Contract of Services to the e-mail address: [support@greencell.global](mailto:support@greencell.global). The above does not apply to situations in which CSG is in the course of execution of an Order placed by the Customer. In this case, the effect of termination of the Contract of Services will take place at the time of the execution of the Order.

3.3. Browsing the offer of the GREENCELL.GLOBAL does not require Registration.

3.4. Personal data provided by the User in the process of Registration and placing Order must be true and lawful, in particular they must not violate the rights of third parties. The User/ Buyer is not entitled to put in the GREENCELL.GLOBAL personal data of third parties and the image of third parties without the permission or consent of that person required by law.

3.5. CSG may, for important reasons, change the rules of use by the designated User the GREENCELL.GLOBAL store, in particular, make restrictions on the admissible method of delivery, the choice of payment method, as well as placing Orders. Important reasons are, in particular:

3.5.1. reasonable assumption that the User deliberately acts to the detriment of CSG in a way that uses the services offered by CSG in a manner inconsistent with these Conditions,

3.5.2. there are reasonable doubts as to the correctness and truthfulness of the data provided by the User, and despite telephone contact or via e-mail, these doubts will not be removed.

3.6. The User may file a complaint regarding the functioning of the GREENCELL.GLOBAL (including the functioning of the Account) within 30 days counting from the day on which the defects or interruptions in the functioning of the GREENCELL.GLOBAL took place. Complaint shall be submitted in an electronic form via e-mail: support@greencell.global, telephone: +44 870 495 8021 or in writing: GREENCELL, ul. Kalwaryjska 33, 30-509 Kraków, Poland (EU). The response to the complaint shall take place immediately, not later than within 14 days from the date of its submission.

## **4. Prices and Payment**

4.1. The prices of Goods presented in the GREENCELL.GLOBAL are specified in GBP or in other currency. Prices include the current rate of the value added tax (VAT). The prices of the Goods does not include the delivery charge which will be charged at the rates applicable at the date of placing Order and which will be displayed before payment. The total value of the Order includes the Goods price and delivery costs.

4.2. The Seller reserves the right to revise and change the price of Goods included in the offer of the GREENCELL.GLOBAL store. This does not apply to Orders already placed.

4.3. The Seller shall make available to the Buyer a secure and convenient method for making payments online using PayPal or credit card (MasterCard, VISA, American Express).

The PayPal system uses industry-leading security measures to ensure that Buyer's financial information is kept private.

4.4. The Buyer does not need a PayPal account to use GREENCELL.GLOBAL web shop. Buyer may pay with his/hers registered PayPal account.

## **5. Concluding the Contract of Sale**

5.1. Information presented in the GREENCELL.GLOBAL constitute only the invitation to conclude an agreement within the meaning of art. 71 Polish Civil Code, directed by the Seller to the Buyer, and not the offer under the provisions of the Polish Civil Code (Uniform Text Journal of Laws of 2019, item 1145, as amended). By placing an Order using the mechanisms available in the GREENCELL.GLOBAL, the Buyer places an offer to buy a specific Goods under the conditions specified in the Good description.

5.2. After placing the Order, the Buyer receives an automatically generated e-mail confirming the registration of the Order in the system. This e-mail is not tantamount to a declaration of acceptance of the offer and conclusion of the Contract of Sale.

5.3. The Contract of Sale is concluded at the moment the Seller confirms the availability of the Goods and acceptance of the Buyer's offer, which will be confirmed by a separate e-mail sent to the Buyer after completing the order. Confirmation, disclosure, record, protection of the contents of the Contract of Sales shall take place by sending to the Buyer the above-mentioned electronic message confirming the acceptance of the Order for execution.

5.4. The place of the performance of the Contract of Sales is the delivery address indicated by the Buyer.

## **6. Delivery**

6.1. This GREENCELL.GLOBAL store is only for delivery of Goods to Buyers in European Union addresses with the exception of Malta and Canary Islands. Seller also cannot deliver to the Channel Islands, Isle of Man, Guernsey, Jersey, Orkney, Shetland and Scottish Islands, BFPO addresses. All Goods must be signed for by an adult aged 18 years or over on delivery.

6.2. The Goods are shipped by courier parcel.

6.3. Delivery charges and estimated timescales are specified before Buyer confirm an Order. The Seller makes every effort to deliver Goods within the estimated timescales.

6.4. Risk of loss and damage of Goods passes to Buyer on the date when the Goods are delivered to the Buyer or are left with a person or place nominated by the Buyer.

6.5. Delivery of the Goods shall be made to the Buyer's address and the Buyer shall make arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

6.6. Investigations into lost parcels can take up to 14 days. Refunds or replacements will not be issued until the investigation is complete.

6.7. The Seller shall not be liable for non-delivery of Goods or delay in delivery of Goods caused by erroneous or inaccurate delivery of a delivery address or e-mail address by the Buyer. The Seller reserves the right to withdraw from the Contract of Sale in the case referred to in the previous sentence. In addition, the Seller may claim damages in the amount of delivery costs incurred due to incorrect or inaccurate delivery of the delivery address by the Buyer.

## **7. Right of Withdrawal from the Contract of Sale**

7.1. If the Buyer is shopping for purposes assigned neither predominantly to his/hers commercial nor to self-employed occupation and if the Buyer is thus ordering as a Consumer, the Buyer are entitled to a right of withdrawal from the Contract of Sale.

7.2. Within 30 days of receipt of the ordered Goods, the Consumer has the right to return it without giving reasons. The terms of withdrawal from the Contract of Sale, including the model withdrawal form template which the Consumer may use are specified in the instruction attached as Annex 1 to the Conditions.

7.3. The course of time for withdrawal from the Contract of Sale shall commence on the date on which the Good was taken by the Consumer or by a third party designated by him/her other than the carrier.

7.4. The Consumer may make any unequivocal statement in which he/she shall notify on the withdrawal from the Contract of Sale. It is sufficient to send a statement before the expiry of the deadline. A declaration of withdrawal from the Contract of Sale may be submitted for example:

- in writing to the address: GREENCELL, ul. Kalwaryjska 33, 30-509 Kraków, Poland (EU);

- in an electronic form by means of e-mail at the email address: support@greencell.global. The Consumer may use a withdrawal form template, but this is not mandatory.

7.5. The right of withdrawal from a remote agreement shall not be available to the Consumer in respect of agreements:

7.5.1. for the provision of services if the Seller performed the full service with the express consent of the Consumer who was informed prior to the commencement of the service that, upon satisfaction of the Seller's performance, he/she loses his right of withdrawal;

7.5.2. where the price or remuneration depends on fluctuations in the financial market over which the Seller does not exercise control and which may occur before the expiration of the withdrawal period;

7.5.3. where the subject of the provision is a non-prefabricated Good, manufactured according to the specifications of the Consumer or to satisfy his/her individual needs;

7.5.4. where the subject of provision is a Good that is rapidly deteriorating or has a short shelf-life;

7.5.5. where the subject of provision is the Good supplied in a sealed package which cannot be returned for health or hygiene reasons after opening the package, if the packaging is opened after being delivered;

7.5.6. where the subject of provision are Goods which after their delivery, are, by their nature, stay inseparably connected with other things;

7.5.7. where the subject of provision is audio or visual recordings or computer programs delivered in sealed packaging if the packaging has been opened after its delivery.

7.6. The Consumer, in connection with withdrawal from the Contract of Sale, is obliged to return the Goods to the Seller in an unaltered state, unless the change was necessary within the limits of normal use.

7.7. The Consumer shall immediately, not later than within 14 days of the date on which he withdrew from the Contract of Sale, return the Good to the Seller or transfer it to a person authorized by the Seller to be collected unless the Seller has offered to collect the Good itself. To keep the deadline it is enough to return the Good before its expiry. The consumer may return the Good to: Pannattoni Park 3 – GREENCELL, ul. ppor. Mieczysława Majdzika 15 dok 36, 32-050 Skawina, Poland (EU). Please include, as far as possible, a proof of purchase of the Good.

7.8. The Consumer bears only direct cost of return of the Good.

7.9. The Seller is obliged immediately, not later than within 14 days of receipt of the Consumer's withdrawal declaration, to return to the Consumer all payments made by him/her, including delivery costs of the Good (except for additional costs resulting from the

method of delivery chosen by the Consumer other than the cheapest usual way of delivery available at the GREENCELL.GLOBAL).

7.10. The Seller shall make a refund using the same method of payment as the Consumer used, unless the Consumer explicitly agrees on another way of repayment, which for him/her does not mean bearing any cost.

## **8. Complaint of the Goods**

8.1. The Seller makes every effort to ensure that the Goods offered are of the highest quality and hope that the purchased Good will work without failure throughout its entire lifetime.

8.2. Goods presented in the GREENCELL.GLOBAL may be covered by a manufacturer's or distributor's guarantee. The detailed terms and conditions of the guarantee and its duration period are then stated in the guarantee card issued by the guarantor and included with the Good.

8.2. In the event of defects, the Seller initiates complaint procedures, at the Customer's request, referred to in the following paragraphs of these Conditions.

8.3. The Seller provides technical support at telephone number +44 870 495 8021 and via e-mail: support@greencell.global.

8.4. The Seller is responsible for physical defects of the Good based on the applicable legal provisions, in particular in the provisions of the Polish Civil Code – art. 556 and further ones (Uniform Text Journal of Laws of 2019, item 1145, as amended).

8.5. The complaint may be submitted by the Buyer, for example in writing to: GREENCELL, ul. Kalwaryjska 33, 30-509 Kraków, Poland (EU). If a complaint refers to the Good, it is usually advisable to provide the Good to the Seller with a complaint in order to enable the Seller to look into the Good.

8.6. If a sold Good has a defect, the Buyer is entitled to demand a price reduction or withdrawal from the Contract of Sale, unless the seller immediately and without excessive inconvenience for the Buyer shall replace the defective Good for one free of defects or remove the defect. This limitation does not apply if the Good has already been replaced or repaired by the Seller or the Seller did not replace the Good with a Good free from defects, nor did he remove the defect.



8.7. The Consumer is allowed, instead of the Seller's proposed removal of the defect, demand the replacement of the Good for one free of defects or instead of demanding a replacement of the Good, demand to remove the defect, unless it is impossible for the Good to conform to the Contract of Sale in a manner chosen by the Consumer or it would require excessive costs in comparison with the manner proposed by the Seller.

8.8. The Seller shall take a stance to the Consumer's complaint instantaneously, not later than within 14 days of the date of its submission. If the Consumer has requested a replacement or removal of a defect, or has made a statement of price reduction specifying the amount for which the price is to be reduced, and the Seller has not taken a stance to the request within fourteen days, the complaint is deemed to be justified.

8.9. The Seller is liable under the implied warranty if a physical defect is detected within two years of the date of delivery of the Good to the Consumer. The claim for the removal of a defect or replacement for a Good free of defects is barred by limitation as of one year after defect detection, however in the case of the Order made by the Consumer - the termination period shall not expire before the expiry of the period referred to in the first sentence.

## **9. Provisions concerning Non-Consumer Buyers**

9.1. This item of the Conditions and the provisions contained therein apply only to Non-Consumer Buyers. This point of the Conditions and the provisions contained therein apply only to Non-Consumer Buyers.

9.2. CSG reserves the right to withdraw from the Contract of Sale concluded with a Non-Consumer Buyer within 14 days of its conclusion. Withdrawal from the Contract of Sale in this case may occur without giving a cause and does not generate any claims against the CSG.

9.3. In the case of Non-Consumer Buyers, the CSG is entitled to limit the available payment methods, including requiring prepayment in whole or in part, regardless of the payment method chosen by the Buyer and the conclusion of the Contract of Sale.

9.4. Upon the Good delivery by the Seller to the carrier the benefits and burdens associated with the Good and the risk of accidental loss or damage to the Good shall be transferred to the Non-Consumer Buyer. In such case, the Seller shall not be liable for any loss, defect or damage to the Good arising from its acceptance for the transportation until delivering it to the Buyer and for delay in the transportation of the parcel.

9.5. According to art. § 558 § 1 of the Polish Civil Code (Uniform Text Journal of Laws of 2019, item 1145, as amended), the liability of the Seller for the Good under the implied warranty for the Good for a Non-Consumer Buyer is excluded.

9.6. In case of Non-Consumer Buyers, the Seller may terminate the Contract of Sale with immediate effect and without identifying the cause by sending a statement to the Buyer in any form.

9.7. Neither the Seller nor his employees, authorized representatives and agents shall be liable to the No-Consumer Buyer, his subcontractors, employees, authorized representatives and/or agents for any damages, including loss of profits, unless the damage was caused intentionally by them.

9.8. In each case of establishing the liability of the Seller, its employees, authorized representatives and/or plenipotentiaries, such liability towards the non-Consumer Buyer, irrespective of its legal basis, shall be limited to both the individual claim and any claims in total - up to the price paid and delivery costs under the last Contract of Sale, but not more than up to 200 GBP.

9.9. Any disputes arising between the Seller and the Non-Consumer Buyer shall be subject to the jurisdiction of the Seller's registered office.

9.10. For Non-Consumer Buyers, the Seller may amend the Conditions at any time on the basis of generally applicable laws.

## **10. Personal data protection**

10.1. Personal data of the User/Buyer are processed by the CSG - CSG S.A., a company validly organised and existing under the laws of Poland, having its registered address at ul. Kalwaryjska 33, 30-509 Kraków, Poland (EU), entered into the commercial register held by the District Court in Kraków, XI Commercial Division of the National Court Register under entry number 0000714229, REGON: 369293269.

10.2. Additional explanations regarding the protection of personal data are contained in the "Privacy Policy" tab available in the GREENCELL.GLOBAL:

## **11. Customer services/Dispute resolution**

In the event of any problems or disagreements, we will always strive to find a solution in the interest of our customers. Our dedicated customer service team is happy to help you

with advice and assistance. You can telephone us on +44 870 495 8021 (office hours: Monday - Friday 8am - 5pm). You can also email us at [support@greencell.global](mailto:support@greencell.global).

The European Commission also provides a platform for online dispute resolution (ODR). This is available at <http://ec.europa.eu/consumers/odr/>. However, we are neither under an obligation nor prepared to participate in a dispute resolution procedure that has been referred to a consumers' conciliation board.

## **12. Governing Law/Jurisdiction**

The contractual relations of the parties to this contract are governed by and construed in accordance with Polish Law. The UN Convention on Contracts for the International Sale of Goods is expressly excluded.

## **13. Final provisions**

11.1. All content included on this site ([www.greencell.global](http://www.greencell.global)), such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of the Seller or its content suppliers and protected by copyright laws. The compilation of all content on this site is the exclusive property of the Seller, with copyright authorship for this collection by the Seller, and protected by copyright laws.

11.2. It is not allowed to provide unlawful content by the User.

11.3. In matters not regulated in these Conditions, the provisions of general Polish laws shall apply. This choice of law does not apply to Consumers in as much as it deprives consumer protection rights mandatory according to the law of the state in which Consumers have their habitual place of residence.

11.4. If any amendments are made to the Conditions, the CSG will inform Users about it on the [www.greencell.global](http://www.greencell.global) website and by sending registered Customers an e-mail address assigned to their Account, notification of the change in the Conditions. The amended Conditions come into force from the date indicated in its change, not shorter than 7 days from the date of its announcement by the CSG, with the reservation that changes of technical and information nature or that do not affect the deterioration of the situation of Users/Buyers may be shorter. Buyers who have placed an Order before the new Conditions come into force, shall apply to the current Conditions until the execution of the Order in question. The amended Conditions are binding for the Customer who will not terminate the Contract Services before the date of entry into force of the amended Conditions.

Questions regarding our Terms and Conditions of Sale, Privacy Policy, or other policy related material can be directed to our support staff by email us at: support@greencell.global.

## **Annex 1**

### **WITHDRAWAL INSTRUCTION**

#### Right of withdrawal

You have the right to withdraw from this contract within 30 days without stating any reasons.

The withdrawal period will expire after 14 days from the day on which you or a third party you nominated and who is not the carrier received the Good(s).

In order to exercise your right of withdrawal, you shall inform us (CSG S.A., GreenCell.global online shop, ul. Kalwaryjska 33, PL 30-509 KRAKÓW, Poland, tel.: +44 870 495 8021, e-mail: support@greencell.global) of your decision to withdraw from the contract by means of an unequivocal declaration (for example, in a letter sent by post, or email). For this, you may use the attached withdrawal form.

It shall be deemed sufficient for compliance with the withdrawal term, if you dispatch the notification of exercising the right of withdrawal before the withdrawal term has expired.

#### Consequences of withdrawal

When you withdraw from this Contract of Sale, we are obligated to refund all of the payments that we have received from you, including delivery costs (except additional costs resulting from your decision to use a different delivery method than the cheapest standard method we offer), without any undue delay and within no more than 14 days after receipt of your notification of withdrawal. For this refund, we will use the same payment that you used for the original transaction, unless expressly agreed otherwise with you; in any event, we shall not charge you any fees on the basis of this refund. We may refuse to make the refund until we have received back the goods or until you have provided evidence that you have sent back the Goods, whichever is earlier.

You are obliged to return the Goods without any undue delay and in any event within no more than 14 days after the date on which you notified us of the withdrawal. The deadline will be upheld provided the Goods have been dispatched within 14 days of the notification. We shall bear the direct costs for the return of the goods.

You are only required to compensate for any diminished value of the goods, if this

diminished value is ascribed to an unnecessary handling thereof on your part to test the condition, features and mode of operations of the Goods.

### **Standard withdrawal form**

(If you wish to withdraw from the contract, please fill out this form and return it to us.)

To:

CSG S.A.,

GreenCell.global online shop,

ul. Kalwaryjska 33,

PL 30-509 KRAKÓW, Poland,

e-mail: support@greencell.global

I/we (\*) herewith revoke the contract that I/we (\*) concluded concerning the purchase of the following goods (\*)/the provision of the following service (\*)

\_\_\_\_\_  
Name of consumer(s) \_\_\_\_\_

Address of consumer(s) \_\_\_\_\_

Ordered on (\*)/received on (\*) \_\_\_\_\_

Order number \_\_\_\_\_

The number of the bank account to which the refund should be made

\_\_\_\_\_

Signature of consumer(s) (only for notification on paper)

\_\_\_\_\_

Date

(\*) Delete as appropriate