

**GREENCELL.GLOBAL ONLINE SHOP TERMS AND CONDITIONS APPLICABLE  
STARTING FROM 1 JANUARY 2021  
LEGAL STATUS AS OF: 1 JANUARY 2023  
(hereinafter referred to as the "Terms and Conditions")**

**1. GENERAL PROVISIONS**

1.1. The present Terms and Conditions 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 to the purchase of Products from the GREENCELL.GLOBAL Shop via the website.

1.2. The GREENCELL.GLOBAL Shop operates at [www.greencell.global](http://www.greencell.global) and is run by CSG SPÓŁKA AKCYJNA with its registered office in Kraków, ul. Kalwaryjska 33, 30-509 Kraków, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for Kraków-Śródmieście, 11th Commercial Division of the National Court Register, under KRS number: 0000714229, NIP [Tax ID]: 6793163992, REGON [Business ID]: 369293269, BDO [Waste Database No.]: 000011314, with a share capital of PLN 350,000.00, paid-up in full. Correspondence address: GREEN CELL, ul. Kalwaryjska 33, 30-509 Kraków.

The Users can contact the GREENCELL.GLOBAL Shop by e-mail at [support@greencell.global](mailto:support@greencell.global) and by telephone at +44 870 495 8021. The fee for a telephone call at the above number is equal to the fee for a standard telephone call according to the tariff package of the respective service provider.

**2. DEFINITIONS**

The terms used in these Terms and Conditions shall have the following meaning:

2.1. CSG, Seller, Service Provider – CSG SPÓŁKA AKCYJNA with its registered office in Kraków, ul. Kalwaryjska 33, 30-509 Kraków, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for Kraków-Śródmieście, 11th Commercial Division of the National Court Register, under KRS number: 0000714229, NIP [Tax ID]: 6793163992, REGON [Business ID]: 369293269, BDO [Waste Database No.]: 000011314, with a share capital of PLN 350,000.00, paid-up in full.

2.2. Registration Form – a form available in the GREENCELL.GLOBAL Shop, enabling the creation of an Account.

2.3. Contact Form – an electronic service, an interactive form available in the GREENCELL.GLOBAL Shop tabs enabling contact with the Service Provider.

2.4. Order Form – an electronic service, an interactive form available in the GREENCELL.GLOBAL Shop through which one can place an Order, in particular by

adding Products to an electronic basket and by defining the terms of a Sale Agreement, including the delivery and payment methods.

2.5. Customer – a User who has undergone a proper Registration procedure in the GREENCELL.GLOBAL Shop and has concluded an Agreement with CSG, following which an Account assigned to them has been created.

2.6. Consumer - a natural person who performs a legal act in the GREENCELL.GLOBAL Shop not directly related to their economic or professional activity.

2.7. Newsletter – an electronic service, an electronic distribution service provided by the Service Provider via e-mail, which enable all Customers using it to automatically receive cyclic content of consecutive editions of the newsletter from the Service Provider, containing information about Products, news and special offers in the GREENCELL.GLOBAL Shop.

2.8. Privileged Entrepreneur – a natural person entering into an agreement with the Seller directly related to their economic activity but without a professional nature for them.

2.9. Account – an electronic service, an IT record of a part of the website where the User may use selected functionalities specified in the Terms and Conditions. The Account is used for collecting personal data and information on the Customer's activities within the GREENCELL.GLOBAL Shop. The Account is operated by CSG free of charge. Access to the Account enables identification in the GREENCELL.GLOBAL Shop and making offers to purchase a selected Product. It is the User's responsibility to ensure that all information provided when creating an Account is correct, complete and up-to-date.

2.10. Reviews – an Electronic Service available in the GREENCELL.GLOBAL Shop allowing the Customers to add their reviews of Products and concluded Sale Agreements.

2.11. Product – a movable item(s) being the subject of a Sale Agreement.

2.12. Technical Break – a temporary disabling of the functionalities of the GREEN CELL GLOBAL Shop in whole or in part, related to a failure of the GREEN CELL GLOBAL Shop, including the servers of the GREEN CELL GLOBAL Shop, or related to the necessary maintenance of these servers or the modernisation or reconstruction of the GREEN CELL GLOBAL Shop, during which it is not possible to use all or selected Services,

2.13. Registration – a one-time action involving the creation of an Account, performed independently by the User or at the User's requests, using the tools made available in the GREENCELL.GLOBAL Shop or by contacting the helpline.

2.14. GREEN CELL GLOBAL Shop – an online transactional service operated by CSG, available under the domain [www.greencell.global](http://www.greencell.global), designed for presenting Products for sale and placing Orders.

2.15. Force Majeure – an external event that could have not been foreseen or prevented by the User and the Service Provider, preventing the use of the GREENCELL.GLOBAL Shop in whole or in part, either permanently or for a certain period of time, which the User or the Service Provider could not have counteracted with due diligence and which was not the result of errors or negligence on the part of the affected User or Service Provider.

2.16. Digital content – data produced and delivered in digital form.

2.17. digital service – a service that allows the Consumer to:

a) produce, process, store or access data in digital form,

b) share, in digital form, data transmitted or created

by the consumer or other users of the service,

c) other forms of interaction through digital data;

2.18. Goods with digital elements – goods containing or connected to digital content or a digital service in such a way that the absence of the digital content or service would prevent it from functioning properly.

2.19. Agreement – an agreement for the provision of services free of charge by electronic means, voluntarily concluded by the User with CSG upon confirmation of Registration.

2.20. Sale Agreement – a sale agreement as defined in the Civil Code (consolidated text of Journal of Laws of 2020, item 1740, as amended), concluded using means of distance communication, with respect to the sale of Products by CSG to the Customer against payment of the price increased by shipping costs, if any.

2.21. Electronic Service – a service provided by electronic means by the Service Provider to the Customer through the GREENCELL.GLOBAL Shop.

2.22. Order – the Customer's declaration of will submitted via the Order Form and aiming directly at the conclusion of the Product Sale Agreement with the Seller.

2.23. User, Customer – (1) a natural person, including a Consumer or Privileged Entrepreneur with the capacity to perform legal acts and/or is at least 13 years of age, with the proviso that if the person is under 18 years of age, the consent of their statutory representative or legal guardian is required and the presentation of such consent at any request of the Seller, (2) a legal person; or (3) an organisational unit without legal personality, granted legal capacity by law;

- that uses or intends to use the GREENCELL.GLOBAL Shop.

2.24. Order – the Customer's declaration of will, aiming directly at the conclusion of a Remote Sale Agreement via the GREENCELL.GLOBAL Shop and/or via the Call Centre,

specifying the type and/or number of Products and any other content provided for by law.

### **3. RULES OF USE OF GREENCELL.GLOBAL**

3.1. The following Electronic Services are available in the GREENCELL.GLOBAL Shop: Account, Order Form, Contact Form, Newsletter and Reviews.

3.1.1. Account – the use of the Account is possible after the Customer has performed two consecutive steps in total – (1) filling in the Registration Form and (2) clicking the field “Create Account”. In the Registration Form, the Customer should provide the following data: first name, last name, e-mail address and password.

3.1.1.1. The electronic Account service is provided free of charge for an indefinite period of time. The Customer has the possibility, at any time and without giving any reason, to delete their Account (opt out of the Account) by sending an appropriate request to the Service Provider, in particular by e-mail to: support@greencell.global, or in writing to ul. Kalwaryjska 33, 30-509 Kraków, 3.1.2. Order Form – the use of the Order Form begins the moment the Customer adds the first Product to the electronic basket in the GREENCELL.GLOBAL Shop. An Order is placed after the Customer has performed a total of two consecutive steps – (1) filling in the Order Form and (2) after filling in the Order Form, clicking the field “Order and Pay” on the GREENCELL.GLOBAL Shop website – up to this point, the Customer may modify the details on their own. In the Order Form, the Customer is required to provide the following personal data: full name, address (street, house/flat number, postal code, city), e-mail address, contact telephone number, and data concerning the Sale Agreement: Product(s), quantity of Product(s), place and method of delivery of the Product(s), method of payment. If the Customer is not a consumer, they should provide also the company name and Tax ID.

3.1.2. The Order Form electronic service is provided free of charge on a one-time basis and terminates when the Order has been placed through it or when the Customer discontinues sending the inquiry through it.

3.1.3. Contact form – the Contact Form can be used after (1) filling in the Contact Form available in the relevant tab of the GREENCELL.GLOBAL Shop and (2) after filling in the Contract Form, clicking the field “Send” in the GREENCELL.GLOBAL Shop website – until this moment, the Customer may modify the details provided on their own (by following the messages displayed and information available on the GREENCELL.GLOBAL Shop website). In the Contact Form, the Customer is required to provide their e-mail address and the content of the message addressed to the Service Provider.

3.1.3.1. The Contract Form electronic service is provided free of charge on a one-time

basis and terminates when the inquiry has been sent through it or when the Customer discontinues sending the inquiry through it.

3.1.4. Newsletter – the use of the Newsletter is possible after the Customer has completed three consecutive steps – (1) providing, in the “Newsletter” tab visible on the GREENCELL.GLOBAL website, the name and e-mail address to which the next edition of the Newsletter should be sent, (2) clicking the field “Sign up” and (3) confirming the intention to subscribe to the Newsletter by clicking on the confirmation link automatically sent to the provided e-mail address . It is also possible to subscribe to the Newsletter by ticking the appropriate checkbox when creating an Account or placing an Order; the moment the Account is created or the Order is placed, the Customer subscribes to the Newsletter.

3.1.4.1. The electronic Newsletter service is provided free of charge for an indefinite period of time. The Customer has the possibility, at any time and without giving any reason, to unsubscribe from the Newsletter (Newsletter un-subscription) by sending an appropriate request to the Service Provider, in particular by e-mail to: support@greencell.global, or in writing to ul. Kalwaryjska 33, 30-509 Kraków. The Customer with an Account may also unsubscribe from the Newsletter on their own by unchecking the Newsletter subscription option in their Account settings in the GREENCELL.GLOBAL Shop.

3.1.5. Reviews – adding a review is possible after a total of three consecutive steps have been performed by the Customer – (1) going to the tab with reviews on the page of the selected Product, (2) entering the Customer's e-mail address, the content of the review and selecting the graphic rating of the Product and (3) clicking on the field "Add Review". Adding reviews is reserved exclusively for a Customer who has purchased the Product in question and has an Account in the GREENCELL.GLOBAL Shop. When using the Reviews electronic service, the Customer is obliged to provide only reliable and true information. The Customer is prohibited from posting offensive and defamatory reviews and reviews inconsistent with the facts.

3.1.5.1. The Reviews electronic service is provided free of charge on a one-basis and terminates as soon as a review or a rating is added via this service or upon earlier termination of the use of the electronic service by the Customer. The publication of a review or rating added by the Customer in the GREENCELL.GLOBAL Shop website requires prior approval by the Service Provider.

3.2. The necessary minimum technical conditions to be met in order to cooperate with the ICT system used by the GREENCELL.GLOBAL Shop, including the conclusion of the Agreement or the Sale Agreement, include: (1) a computer, laptop or any other multimedia device with access to the Internet; (2) access to electronic mail; (3) a web browser: Mozilla Firefox 17.0 and above or Internet Explorer 10.0 and above, Opera

12.0 and above, Google Chrome 23.0 and above, Safari 5.0 and above. The Service Provider shall not be liable for any problems resulting from the use of devices or operating systems which do not meet the requirements described in this paragraph, in particular for the malfunction of the GREENCELL.GLOBAL Shop caused as a result. In order to complete the Registration procedure or conclude a Sale Agreement, the User must have a valid/active e-mail address, as well as, in certain cases, a keyboard or any other track pad, enabling the correct completion of electronic forms.

3.3. The User may place Orders and conclude a Sale Agreement after completing the Registration procedure and creating an Account, in which the data provided by the User and information concerning their activities in the GREENCELL.GLOBAL Shop are collected.

3.4. Browsing the GREENCELL.GLOBAL Shop does not require Registration. Placing orders by the Customer for Products available in the GREENCELL.GLOBAL Shop is possible only after completing the Registration procedure (creating an Account).

3.5. When registering or placing an Order, by ticking a separate check box, the User confirms that they have read and accept these Terms and Conditions and Privacy Policy and undertake to comply with them. The acceptance of the Terms and Conditions is voluntary but necessary in order to create an Account or to place an Order.

3.6. The personal data provided by the User during the Registration process or subsequently modified by them, must be true, lawful and, in particular, must not infringe any third party rights. The User/Customer does not have the right to upload any third party personal data or images to the GREENCELL.GLOBAL Shop without the legally required permission or consent of that person.

3.7. CSG may, for valid reasons, change the rules of use of the GREENCELL.GLOBAL Shop by the designated User/Customer, in particular, limit a permitted method of delivery, the choice of the payment method and the placement of Orders. Valid reasons include in particular:

3.7.1. a reasonable suspicion that the User/Customer deliberately acts to the detriment of CSG by using the services offered by CSG in a manner incompliant with these Terms and Conditions,

3.7.2. reasonable doubts as to the correctness and truthfulness of the data provided by the User/Customer, which have not been removed despite contact by telephone or e-mail.

3.8. The User/Customer may lodge a complaint concerning the functioning of the GREENCELL.GLOBAL Shop (including the functioning of their Account) within 30 days from the day when the defects or interruptions in the functioning of the GREENCELL.GLOBAL Shop occurred. The complaint may be lodged in electronic form

by sending an e-mail to support@greencell.global, by telephone at +44 870 495 8021, or in writing to the address of the shop indicated in point 1.2. of the Terms and Conditions. In the complaint, the User/Customer is advised to provide their first name, last name, correspondence address, type and date of the cause of the complaint. CSG shall respond to the complaint without delay, but no later than within 14 days of its receipt.

The Service Provider shall endeavour to ensure access via the Website to data from the GREENCELL.GLOBAL servers 24 hours a day, 7 days a week, which does not exclude the Service Provider's right to order a Technical Break and temporarily limit or exclude all or part of the above access.

If a Technical Break is required, the Service Provider shall inform you of the expected date and duration of the Technical Break in a message displayed directly in the GREENCELL.GLOBAL Shop.

The Service Provider shall not be liable for any disruptions including interruptions in the functioning of the GREENCELL.GLOBAL Shop caused by force majeure, a technical break, unauthorised acts of third parties or incompatibility of the GREENCELL.GLOBAL Shop with the User's technical infrastructure.

#### **4. PRODUCT PRICES AND AVAILABLE PAYMENT METHODS**

4.1. Prices of Products provided in the GREENCELL.GLOBAL Shop are expressed in British pounds (GBP) and are gross prices, i.e. they include value added tax (VAT). Product Prices do not include delivery costs. The delivery costs are each time indicated in the GREENCELL.GLOBAL Shop during the process of placing an Order, including immediately before and at the moment of approving and placing the Order, and are included in the total value of the Order. The total Order value includes the price of the Product and delivery costs.

4.2. A VAT invoice is issued for each Product sold by CSG. The VAT invoice is delivered by electronic means to the email address indicated by the Customer. The acceptance of the Terms and Conditions shall at the same time constitute consent to sending (making available) invoices in electronic form.

4.3. CSG reserves the right to change the price of Products available in the GREENCELL.GLOBAL Shop. This shall not apply to Orders already placed.

4.4. If the price of Products is reduced, CSG shall provide information about the reduced price of the Product. In addition to information on the reduced price, CSG shall also make visible information on the lowest price for this Product during the 30 days prior to the reduction.

4.5. If a Product is offered for sale in a period of less than 30 days, CSG shall display, in addition to information on the reduced price, information on the lowest price for

that Product between the date on which the Product was first offered for sale and the date on which the reduction was introduced.

4.6. The Customer purchasing the Products offered by the GREENCELL.GLOBAL Shop may use the following methods of payment for the Product:

4.6.1. by credit or payment (debit) card,

4.6.2. through PayPal (in a secure 128-bit SSL connection).

## **5. PRE-ORDER**

5.1. Pre-orders are limited in quantity and time; they concern Products which are not in the possession of CSG at the time the offer is published on the website. This form of pre-order allows the Customer to become acquainted with the characteristics of the Product in the GREENCELL.GLOBAL Shop and enables the reservation of the Product giving the Customer the right of priority purchase.

5.2. One type of pre-order is available: virtual reservation of a Product, the price of which is the final price and is not subject to reduction in connection with any commercial campaign in the GREENCELL.GLOBAL Shop. The Product is available solely online.

5.3. The pre-order date is set by the GREENCELL.GLOBAL Shop. CSG reserves the right to change the pre-order date in the event of any delays due to the characteristics of the logistical process. Pre-orders can be placed from the moment the offer is issued until the pre-order is withdrawn or stocks run out.

## **6. PROCEDURE FOR CONCLUDING A SALE AGREEMENT**

6.1. The information on the website of the GREENCELL.GLOBAL Shop constitutes an invitation to conclude an agreement as understood in Article 71 of the Act of 23 April 1964 of the Civil Code (consolidated text of Journal of Laws of 2020, item 1740, as amended). By placing an Order through the mechanisms available in the GREENCELL.GLOBAL Shop, the Customer places an offer to purchase a specific Product under the conditions specified in the Product description.

6.2. After placing an Order, the Customer receives an automatically generated e-mail from the GREENCELL.GLOBAL Shop confirming the registration of the Order in the system. This e-mail is not tantamount to a statement of acceptance of the offer and conclusion of a Sale Agreement.

6.3. The Sale Agreement shall be concluded after the Seller has confirmed the availability of the Product and accepted the Customer's offer, as confirmed by a separate e-mail sent to the Customer after the subject of the Order has been procured. The content of the concluded Sale Agreement is confirmed, made available, recorded and secured by sending the Customer the above-mentioned e-mail with confirmation of acceptance of the Order for processing.



6.4. The place of the service related to the purchase of Products in the GREENCELL.GLOBAL Shop is the delivery address indicated by the Customer.

## **7. ORDER PROCESSING; TIME, METHOD AND COSTS OF DELIVERY**

7.1. The Products shall be shipped to addresses within the territory of the of the United Kingdom and Ireland. and European Union

7.1.1. The following products are excluded from delivery in the territory of the United Kingdom and Ireland [LINK](#)

In their case it is possible to deliver products to the address indicated in the territory of the Republic of Poland.

7.2. Products are shipped through a courier company.

7.3. The transport and delivery costs of the Products are charged to the Customer, unless the Sale Agreement states otherwise. Information on the amount of delivery costs is given in the manner specified in point 4.1. of the Terms and Conditions and in the basket containing selected Products.

7.4. CSG shall make every effort to ensure that the processing time of the Order is convenient for the Customer. The delivery period of the Order depends on the availability of the Product and the delivery times.

7.5. The delivery time for the Products shall be no more than 40 days from the date of conclusion of the Sale Agreement. The delivery time shall be the time necessary to procure all the Products as part of the Order increased by the delivery time. The indicated Pre-order shipping date is an approximate date and may be subject to change.

7.6. CSG shall not be liable for any failure to deliver the Products or any delay in the delivery of the Products caused by the Customer providing incorrect or inaccurate delivery address or email address. CSG reserves the right to cancel the Sale Agreement in the case referred to in the preceding sentence. In addition, CSG may claim compensation in the amount of the delivery costs incurred due to the Customer providing incorrect or inaccurate delivery address.

## **8. WITHDRAWAL FROM THE SALE AGREEMENT**

8.1. Within 30 days of receipt of the ordered Product, the Consumer has the right to withdraw from the Sale Agreement without giving any reason and without incurring any costs, with the exception of the costs set out in point 7.6. of the Terms and Conditions, with the proviso that services and Products the purchase of which, according to the applicable legislation, cannot be cancelled, are not subject to refund. The rules of withdrawal from the Sale Agreement, including the model withdrawal form that the Consumer may use, as well as the cases in which the right

to withdraw from the agreement is not applicable, are set out in the instruction, constituting Appendix No. 1 to the Terms and Conditions.

8.2. The period for withdrawal from the Sale Agreement shall expire after 30 days from the day on which the Consumer took possession of the ordered Product or on which a third party other than the carrier and designated by the Consumer took possession of the ordered Product.

8.3. In order to keep the deadline for withdrawal from the Sale Agreement, it is sufficient for the Consumer to send information to the Seller concerning the exercise of their right of withdrawal from the Sale Agreement before the expiry of the deadline for withdrawal.

8.4. In order to exercise the right of withdrawal from the Sale Agreement, the Consumer must inform the Seller of their decision to withdraw by an unequivocal declaration sent by post to the correspondence address given in point 1.2. of these Terms and Conditions or by email to [support@greencell.global](mailto:support@greencell.global). The declaration can be made by the Consumer on the statutory form, the model of which is attached to these Terms and Conditions.

8.5. The Seller kindly requests the Consumer, if it does not constitute an inconvenience, to attach the receipt or VAT invoice to the declaration of withdrawal or to the returned goods, if such a document has been provided in a traditional (paper) form, as this may help expedite the return procedure.

8.6. Products – movable items, including movable items with digital elements:

8.6.1. The Seller is obliged to reimburse the Consumer immediately, no later than within 14 calendar days from the date of receipt of the Consumer's declaration of withdrawal from the agreement, for all payments made by the Consumer, including the costs of delivery of the Product – a movable item, including a movable item with digital elements (except for additional costs resulting from the delivery method chosen by the Consumer other than the cheapest ordinary delivery method available in the Online Shop). The Seller shall refund the payment using the same means of payment used by the Consumer, unless the Consumer has expressly accepted a different method of refund that does not incur any costs for the Consumer. In the case of Products – movable items (including movable items with digital elements) – if the Seller has not offered to take the Product back from the Consumer on its own, the Seller may withhold the refund of the payment received from the Consumer until it has received the Product back or the Consumer has provided a proof of return, whichever event occurs first.

8.6.2. In the case of Products – movable items (including movable items with digital elements) – the Consumer is obliged to return the Product to the Seller immediately, no later than within 14 calendar days from the date on which they have withdrawn

from the agreement, or to hand it over to a person authorised by the Seller, unless the Seller has offered to take the Product back on its own. Sending the Product back before the deadline is sufficient to meet the deadline

8.6.3. The Consumer shall be liable for any diminution in the value of the Product – a movable item (including a movable item with digital elements) – resulting from its use beyond what is necessary to ascertain the nature, characteristics and functioning of the Product.

8.7. Products – digital content or digital services:

8.7.1. In the case of a withdrawal from an agreement for the provision of a Product – digital content or digital service – the Seller may not use, starting from the date of receipt of the Consumer/Privileged Entrepreneur's declaration of withdrawal, content other than personal data provided or created by the Consumer/Privileged Entrepreneur during the use of the Product – digital content or digital service – provided by the Seller, with the exception of content that: (1) is useful only in connection with the digital content or digital service that formed the subject of the agreement; (2) relates exclusively to the activities of the Consumer/Privileged Entrepreneur in the course of using the digital content or digital service provided by the Seller; (3) has been combined by the entrepreneur with other data and cannot be separated from them or can only be separated with disproportionate effort; (4) has been created by the Consumer/Privileged Entrepreneur jointly with other Consumers/Privileged Entrepreneurs who can still use them. With the exception of the cases referred to in (1)-(3) above, the Seller shall, at the request of the Consumer/Privileged Entrepreneur, provide the Consumer/Privileged Entrepreneur with content other than personal data that have been provided or created by the Consumer/Privileged Entrepreneur in the course of using the digital content or digital service provided by the Seller. In the event of withdrawal, the Seller may prevent the Consumer/Privileged Entrepreneur from continuing to use the digital content or digital service, in particular by preventing the Consumer/Privileged Entrepreneur from accessing the digital content or digital service or by blocking the User account, which shall not affect the rights of the Consumer/Privileged Entrepreneur referred to in the preceding sentence. The Consumer/Privileged Entrepreneur shall have the right to recover the digital content from the Seller free of charge, without any hindrance from the Seller, within a reasonable period of time and in a commonly used machine-readable format.

8.7.2. In the event of withdrawal from an agreement for the provision of a Product – digital content or digital service, the Consumer shall cease the use of such digital content or digital service and making it available to third parties.

8.8. Any possible costs related to the withdrawal from Agreement by the

Consumer/Privileged Entrepreneur, which the Consumer/Privileged Entrepreneur is obliged to bear:

8.8.1. In the case of Products – movable items (including movable items with digital elements) – if the Consumer/Privileged Entrepreneur has chosen a method of delivery of the Product other than the cheapest ordinary method of delivery available in the Online Shop, the Seller shall not be obliged to reimburse the Consumer/Privileged Entrepreneur for any additional costs.

8.8.2. In the case of Products – movable items (including movable items with digital elements) – the Consumer/Privileged Entrepreneur shall bear the direct costs of returning the Product.

8.8.3. In the case of a Product – a service the performance of which, at the express request of the Consumer, has begun before the expiry of the withdrawal period, the Consumer exercising the right of withdrawal after having made such a request shall pay for the services performed up to the time of withdrawal. The amount of payment shall be calculated in proportion to the extent of the service performed, considering the price or remuneration agreed in the Agreement. If the price or remuneration is excessive, the basis for calculating this amount shall be the market value of the service.

8.9. The right of withdrawal from the agreement concluded through the GREENCELL.GLOBAL Shop is not granted to the Consumer with respect to agreements:

8.9.1. for the provision of services for which the Consumer is required to pay the price, where the GREENCELL.GLOBAL Shop has performed the service in full with the express consent of the Consumer, who has been informed before the performance of the services that after the performance the right of withdrawal will be lost and has acknowledged this;

8.9.2. in which the price or remuneration depends on fluctuations in the financial market over which the Seller has no control and which may occur before the end of the withdrawal period;

8.9.3. in which the service concerns non-refabricated goods made to the Consumer's's specification or serving to meet their personalised needs;

8.9.4. in which the service concerns goods which are perishable or have a short shelf life;

8.9.5. in which the service concerns goods supplied in sealed packaging which cannot be returned after opening for health or hygiene reasons, if the packaging has been opened after delivery;

8.9.6. in which the service concerns goods which are, by their nature, inseparable from other things after delivery;

8.9.7. in which the service concerns sound or visual recordings or computer software supplied in sealed packaging if the packaging has been opened after delivery;

8.9.8. for the supply of digital content not supplied on a tangible medium for which the Consumer/Privileged Entrepreneur is obliged to pay the price, where the entrepreneur has commenced the performance of the service with the express and prior consent of the Consumer, who has been informed prior to the commencement of the service that they will lose the right of withdrawal after the entrepreneur has performed the service and has acknowledged this and the entrepreneur has provided the Consumer/Privilege Entrepreneur with a confirmation of the conclusion of the Sale Agreement on paper or, with the consent of the Consumer, on another durable medium.

8.9.9. for the provision of services for which the Consumer is required to pay the price, where the Consumer has expressly requested the entrepreneur to come to the consumer's place to perform repair work and the service has already been provided in full with the prior express consent of the Consumer.

8.10. The Products shall be returned immediately, but no later than within 14 days of the Seller being informed of the withdrawal from the Sale Agreement by the Consumer.

8.11. The Seller shall refund the payment using the same means of payment as were used by the Consumer in the original transaction, unless the Consumer has expressly agreed otherwise. In any case, the Consumer/Privileged Entrepreneur shall not incur any fees in connection with this return.

## **9. COMPLAINT PROCEDURE**

9.1. The Seller shall make every effort to ensure that the Products offered are of the highest possible quality and hopes that any Product purchased will function without fault throughout its lifetime.

9.2. This point 9 of the Terms and Conditions sets out the procedure for handling complaints submitted to the Seller regarding Products and Sale Agreements.

9.3. The basis and scope of liability are set out in generally applicable laws, in particular the Civil Code, the Consumer Rights Act and the Act on the Provision of Services by Electronic Means of 18 July 2002 (Journal of Laws No. 144, item 1204, as amended).

9.3.1. The detailed provisions concerning lodging complaints about Products – movable items – purchased by the Customer on the basis of the Sale Agreement concluded with the Seller until 31 December 2022 are specified by the provisions of the Civil Code in the wording in force until 31 December 2022, in particular Articles 556-576 of the Civil Code. These provisions define in particular the basis and scope of

the Seller's liability towards the Customer if the sold Product has a physical or legal defect (warranty). The Seller is obliged to provide the Customer with a Product without defects.

9.3.2. The detailed provisions concerning lodging a complaint about a Product – a movable item (including a movable item with digital elements), excluding, however, a movable item that serves only as a carrier of digital content – purchased by the Customer on the basis of a Sales Agreement concluded with the Seller as of 1 January 2023 are specified in the provisions of the Consumer Rights Act in the wording in force as of 1 January 2023, in particular Articles 43a-43g of the Consumer Rights Act. These provisions determine, in particular, the basis and scope of the Seller's liability towards the Consumer if the Product does not comply with the Sale Agreement.

9.3.3. The detailed provisions concerning lodging a complaint about a Product – digital content or service or a movable item that serves only as a carrier of digital content – purchased by the Customer on the basis of a Sales Agreement concluded with the Seller as of 1 January 2023 or before that date, if the delivery of such a Product was due to take place or took place after that date, are specified in the provisions of the Consumer Rights Act in the wording in force as of 1 January 2023, in particular Articles 43h - 43q of the Consumer Rights Act. These provisions determine, in particular, the basis and scope of the Seller's liability towards the Consumer if the Product does not comply with the Sale Agreement.

9.4. The Seller provides technical support by phone at +44 870 495 8021 and via e-mail (e-mail address: [support@greencell.global](mailto:support@greencell.global)).

9.5. A complaint may be lodged:

9.5.1. in writing to the following address: Panattoni Park West – Green Cell, 32-050 Skawina, ul. rtm. Witolda Pileckiego 8 with a note “Complaints Department”;

9.5.2. in electronic form via e-mail to: [support@greencell.global](mailto:support@greencell.global).

9.5.3. in electronic form using the complaint form available at

<https://greencell.global/en/content/85-warranty>

9.6. The Product subject to a complaint shall be sent or returned to the following address: Panattoni Park West – Green Cell, 32-050 Skawina, ul. rtm. Witolda Pileckiego 8

9.7. The complaint shall be accompanied by:

9.7.1. the defective Product together with the components of the set and the warranty sheet, if any; as far as possible in the original packaging or a substitute packaging ensuring the safe transport of the item,

9.7.2. if possible, a proof of purchase (e.g. receipt or invoice), if provided on paper.

9.7.3. It is recommended to provide the following in the description of the complaint:

(1) information and circumstances concerning the subject of the complaint, in

particular the type and date of the irregularity or non-conformity with the agreement; (2) the demand for bringing the product into conformity with the agreement or the declaration of price reduction or withdrawal from the agreement or any other claim; and (3) the contact details of the complainant – this will facilitate and expedite the processing of the complaint. The requirements given in the preceding sentence are a recommendation only and do not affect the effectiveness of complaints made with the omission of the recommended description of the complaint.

9.8. If the contact details provided by the complainant change during the complaint handling process, the complainant is obliged to notify the Seller thereof.

9.9. The Seller shall respond to the complaint immediately, but no later than within 14 calendar days from the date of its receipt.

9.10.. Pursuant to Article 558 § 1 of the Civil Code, the Seller's liability under warranty for the Product purchased in accordance with the preceding sentence towards a Customer not being a consumer is excluded.

## **10. PROVISIONS CONCERNING CUSTOMERS NOT BEING CONSUMERS**

10.1. This chapter (9.) of the Terms and Conditions and the provisions contained herein apply exclusively to Customers not being Consumers.

10.2. CSG retains the right to withdraw from a Sale Agreement concluded with a Customer not being a Consumer within 14 days of its conclusion. The withdrawal from the Sale Agreement in this case may take place without stating any reason and does not give rise to any claims against CSG on the part of the Customer not being a Consumer.

10.3. In the case of Customers not being Consumers, CSG may impose restrictions on the available payment methods, including a requirement of full or partial prepayment, regardless of the payment method selected by the Customer and the fact of concluding the Sale Agreement.

10.4. Upon CSG's delivery of the Product to the carrier, the benefits and burdens of the Product and the risk of accidental loss of or damage to the Product shall pass to the Customer not being a Consumer. CSG in such a case shall not be liable for the loss, shortage or damage of the Product occurring from acceptance for carriage until delivery to the Customer and for any delay in the carriage of the consignment.

10.5. In the case of Customers not being Consumers, CSG may terminate the Agreement with immediate effect and without stating reasons by sending the Customer a corresponding statement in any form.

10.6. Neither CSG nor its employees, authorised representatives and agents shall be liable to the Customer not being a Consumer, its subcontractors, employees,

authorised representatives and/or agents for any damage, including loss of profits, unless the damage was caused by them intentionally.

10.7. Whenever the liability of CSG, its subcontractors, employees, authorised representatives and/or agents is established, such liability towards the Customer not being a Consumer, irrespective of its legal basis, shall be limited – both as part of a single claim and for all claims in aggregate – to the amount of the price paid and the delivery costs under the last Sale Agreement, but no more than one thousand PLN.

10.8. Any disputes arising between CSG and a Customer not being a Consumer shall be submitted to the court having jurisdiction over CSG's registered office.

10.9. With regard to Customers not being Consumers, CSG may amend the Terms and Conditions at any time on the basis of generally applicable legal provisions.

## **11. PRODUCT REVIEWS**

11.1. The Seller allows its Customers to issue and access reviews of the Products and the GREENCELL.GLOBAL Shop under the terms and conditions indicated in this section of the Terms and Conditions.

11.2. The Customer may leave their review after using the form allowing to add a review of a Product or the GREENCELL.GLOBAL Shop. This form can be made available directly on the GREENCELL.GLOBAL Shop website or can be made available through an individual link received by the Customer after the purchase to the e-mail address provided by the Customer. When adding a review, the Customer may also add a graphic rating or picture of the Product – if such an option is available in the review form.

11.3. A review of a Product may be added only for Products actually purchased in the GREENCELL.GLOBAL Shop, by the Customer who has purchased the Product being reviewed. It is forbidden to conclude fictitious or sham Sale Agreements in order to add a review about a Product. A review of the GREENCELL.GLOBAL Shop may be added by a person who is the Customer of the GREENCELL.GLOBAL Shop and has a registered account in the GREENCELL.GLOBAL Shop.

11.4. Adding reviews may not be used by Customers for illegal activities, in particular for activities constituting acts of unfair competition or activities infringing personal rights, intellectual property rights or other rights of the Seller or third parties. While adding a review, the Customer is obliged to act in accordance with the law, these Terms and Conditions and good practice.

11.5. Reviews may be made available directly on the GREENCELL.GLOBAL Shop website (e.g. next to a given Product) or in an external service collecting reviews with which the Seller cooperates and which is linked on the GREENCELL.GLOBAL Shop website.



11.6. The Seller shall ensure that the published reviews of the Products come from its Customers who have purchased the Product. To this end, the Seller shall take the following steps to verify that the reviews come from its Customers:

11.6.1. The publication of a review added using the form available directly on the GREENCELL.GLOBAL Shop website requires prior verification by the Seller. The verification involves checking the compliance of a review with the Terms and Conditions, in particular checking whether the person adding the review is a customer of the GREENCELL.GLOBAL Shop – in this case the Seller checks whether the person has been a Customer of the GREENCELL.GLOBAL Shop and, in the case of review of a Product, the Seller additionally checks whether the person has purchased the reviewed Product. The verification shall be carried out without undue delay.

11.6.2. The Seller shall send its Customers (including by means of an external review service with which it cooperates) an individual link to the e-mail address provided by the Customer at the time of purchase – in this way, access to the review form is granted only to the Customer who purchased the Product from the GREENCELL.GLOBAL Shop.

11.6.3. If the Seller has any doubt or any objections are submitted to the Seller by other Customers or third parties as to whether a given review comes from a Customer or whether a given Customer has purchased a given Product, the Seller reserves the right to contact the author of the review in order to clarify and confirm that they are in fact a Customer of the GREENCELL.GLOBAL Shop or that they have purchased the Product reviewed.

11.7. Any comments, appeals against the verification of a review or objections as to whether a given review comes from a Customer or whether a given Customer has purchased a given Product may be submitted in a manner analogous to the complaint procedure indicated in point 8 of the Terms and Conditions.

11.8. The Seller shall not post any untrue Customer reviews or recommendations, or cause them to be posted by third parties, and shall not distort Customer reviews or recommendations for the purpose of promoting its Products. The Seller shall publish both positive and negative reviews. The Seller shall not publish sponsored reviews.

## **12. PERSONAL DATA PROCESSING**

12.1. Personal data provided by the User/Customer in the GREENCELL.GLOBAL Shop (including in the process of Registration, the use of the GREENCELL.GLOBAL Shop and purchases) are processed by CSG SPÓŁKA AKCYJNA with its registered office in Kraków, ul. Kalwaryjska 33, 30-509 Kraków, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście, 11th Commercial Division of the National Court Register, under KRS number:

0000714229, NIP [Tax ID]: 6793163992, REGON [Business ID]: 369293269, BDO [Waste Database No.]: 000011314, with a share capital of PLN 350,000.00, paid-up in full. Correspondence address: GREEN CELL, ul. Kalwaryjska 33, 30-509 Kraków – Data Controller

12.2. Read the Privacy Policy on personal data processing, which is part of these Terms and Conditions: <https://greencell.global/en/content/2-legal-notice>

12.3. You have the right to lodge a complaint with a supervisory authority, in particular in the Member State of your habitual residence, your place of work or the place where the alleged infringement was committed, if you believe that the processing of personal data concerning you violates the GDPR.

### **13. OUT-OF-COURT MEANS OF ASSERTING CLAIMS**

13.1. The use of out-of-court means of handling complaints and asserting claims is voluntary. The following regulations are for reference only; they do not constitute an obligation of CSG to use out-of-court dispute resolution methods.

13.2. The platform for online dispute resolution between consumers and entrepreneurs at EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr/>.

### **14. FINAL PROVISIONS**

14.1. Product descriptions, photographs, graphic materials, logotypes and other content contained in the GREENCELL.GLOBAL Shop constitute the protected property of CSG. Their copying or use in any way, in particular making them available on other websites, requires the written consent of CSG.

14.2. It is not allowed for the User/Customer to provide any illegal content.

14.3. To all matters not regulated herein, the Polish law shall apply.

14.4. If any amendments are made to these Terms and Conditions, CSG shall inform the Users thereof at [www.greencell.global](http://www.greencell.global) by making the new content of the Terms and Conditions available, as well as by sending registered Customers a notification of the amendments to the Terms and Conditions to the e-mail address assigned to their Account. The amended Terms and Conditions shall enter into force on the date indicated in the amendment, within not less than 14 days from the date of its announcement by the GREENCELL.GLOBAL Shop, with the proviso that changes of a technical and informative nature or such that do not prejudice the situation of the Users/Customers may take place within a shorter period. Customers who have placed an Order before the new Terms and Conditions came into force shall be bound by the previous Terms and Conditions until the Order in question is processed. The amended Terms and Conditions shall be binding upon the Customer who does not terminate the Agreement before the effective date of the amended Terms and Conditions.

14.5. The Terms and Conditions shall come into force on 01.01.2021 and shall apply to all Orders placed on and after that date. The previous version of the Terms and Conditions is available here - [LINK](#)

The Terms and Conditions are also available in PDF format here - [LINK](#)

## **Appendix No. 1 TO THE TERMS AND CONDITIONS**

You may withdraw from the agreement within 30 days of receiving a shipment without giving any reason. If you do so, we will refund all payments received from you. To cancel your purchase, please inform us of your decision. This declaration can be made by the Consumer/Privileged Entrepreneur on the statutory form, a specimen of which is attached as Appendix No. 2 to the Consumer Rights Act.

To facilitate the withdrawal process, please fill in the form correctly and send it to the following email address: [support@greencell.global](mailto:support@greencell.global)

Send the consignment to the following address:

Panattoni Park West – Green Cell

ul. rtm. Witolda Pileckiego 8

32-050 Skawina

### **NOTE!**

The right to withdraw from the agreement shall not apply to the following agreements:

- 1) for the provision of services for which the consumer is required pay the price, where the entrepreneur has performed the service in full with the prior and explicit consent of the consumer and the consumer has been informed before the performance of the service by the entrepreneur that they will lose the right of withdrawal after the entrepreneur has provided the service and has acknowledged it;
- 2) in which the price or remuneration depends on fluctuations in the financial market over which the entrepreneur has no control and which may occur before the end of the withdrawal period;
- 3) in which the service concerns non-refabricated goods made to the Consumer's specification or serving to meet their personalised needs;
- 4) in which the service concerns goods which are perishable or have a short shelf life;
- 5) in which the service concerns goods supplied in sealed packaging which cannot be returned after opening for health or hygiene reasons, if the packaging has been opened after delivery;
- 6) in which the service concerns goods which are, by their nature, inseparable from other goods after delivery;

- 7) in which service concerns alcoholic beverages, the price of which has been agreed upon at the conclusion of the sale agreement and the delivery of which can only take place after 30 days and the value of which depends on fluctuations in the market over which the entrepreneur has no control;
- 8) in which the consumer has expressly requested the entrepreneur to come to their place for the purpose of carrying out urgent repair or maintenance work; if the entrepreneur provides services in addition to those requested by the consumer or goods other than replacement parts necessarily used in carrying out the repair or maintenance work, the consumer has the right of withdrawal for the additional services or goods;
- 9) in which the service concerns sound or visual recordings or computer software supplied in sealed packaging if the packaging has been opened after delivery;
- 10) for the supply of newspapers, periodicals or magazines, with the exception of a subscription agreement;
- 11) concluded by way of public auction;
- 12) for the provision of accommodation, for non-residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the agreement specifies the date or period of the service;
- 13) for the supply of digital content not supplied on a tangible medium for which the consumer is obliged to pay the price, where the entrepreneur has commenced the performance of the service with the prior express consent of the consumer and the consumer has been informed before the commencement of the service that they will lose the right of withdrawal after the entrepreneur has performed the service and has acknowledged this and the entrepreneur has provided the consumer with a confirmation of the conclusion of the agreement;
- 14) for the provision of services for which the consumer is required to pay the price, where the consumer has expressly requested the entrepreneur to come to the consumer's place to perform repair work and the service has already been provided in full with the consumer's prior express consent.

**The following products, indicated in para. 7.1.1. of these Terms and Conditions are excluded from delivery in the territory of the United Kingdom and Ireland - [LINK](#)**

**MODEL WITHDRAWAL FORM: [LINK](#)**

To view the PDF (Portable Document Format) files in the links, you need Adobe Reader. The latest, free version of Adobe Reader can be downloaded from:  
<http://get.adobe.com/reader/otherversions/>