

TERMS AND CONDITIONS OF THE SOLFINITY B2B PLATFORM

(dedicated exclusively to Entrepreneurs, with the exception of Consumers and Consumers-Entrepreneurs)

§1 GENERAL PROVISIONS

1. In order to improve cooperation between the customer and Solfinity sp. z o.o. Sp. k. as the Seller, a platform supporting the ordering process was introduced. The platform is designed to facilitate the purchase of products and support the purchasing process and dedicated to customers making purchases as part of their business activity. The purpose of this document is to define the rules of sale of products offered by Solfinity Sp. z o.o. Sp. k. via the B2B purchasing platform.
2. The entity operating the B2B platform at the address of the solfinity.pl/en is Solfinity Sp. z o.o. Sp. k., with its registered office in Warsaw, postal code 03-310, ul. Staniewicka 5, KRS: 0000789029, tax identification number NIP: 5242567894, statistical number REGON: 140455462, entered into the Register of Entrepreneurs of the National Court Register, for which the Registry Court is the District Court in Warsaw, the 14th Commercial Division of the National Court Register, hereinafter referred to as SOLFINITY or the "Seller".

§2 DEFINITIONS

The terms used herein mean:

1. **Order address** - the address to which the order is to be delivered; it may be the address of the Customer's registered office or another address, including the address of the final recipient (Customer's client).
2. **Personal Data** - information about an identified or identifiable natural person ("data subject"); an identifiable natural person can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
3. **Password** - a string of alphanumeric characters necessary for authentication when accessing the Customer Account, determined independently by the Customer during the registration process.
4. **Customer** - an Entrepreneur who has registered on the solfinity.pl B2B platform, using a unique password and login.
5. **Customer Account** - a subpage of the online store on which the Customer has the ability to, among others, manage personal data, receive notifications about changes in the status of the Order, control and manage the status of Orders placed by them.
6. **Customer Login (Login)** - a string of alphanumeric characters necessary to access the Customer Account, chosen independently by the Customer during the registration process, which is also the Customer's email address;
7. **Recipient** - the Customer or another person indicated by the Customer who receives the delivered order.
8. **Account Manager** - an employee or associate of Solfinity authorized to help and contact the Customer and accept and process complaints submitted by the Customer.
9. **Period of Cooperation or Cooperation** - the time during which the registered Customer will be an active user of the B2B Platform and make orders.
10. **B2B platform or Store** - an online B2B sales platform available at solfinity.pl/en, owned and managed by Solfinity.
11. **Entrepreneur** - a natural person conducting business activity, placing an order as part of a professional activity, resulting in particular from the subject of their business activity determined based on the provisions on the Central Register and Information on Economic Activity, or a legal person or an organizational unit that is not a legal person, to which a separate act grants legal capacity - performing registered business activity on its behalf in the database of the electronic system of the Central Register and Information on Economic Activity (CEiDG) or the National Court Register (KRS) or the electronic system of the Central Statistical Office (GUS).

12. **Terms and Conditions** - these Terms and Conditions of sale via means of distance communication and the provision of electronic services. As regards the services provided electronically, these Terms and Conditions are the rules referred to in Article 8 of the Act of 18 July 2002 on the Provision of Electronic Services;
13. **Seller or Solfinity** - the owner of the B2B platform - Solfinity Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office in Warsaw, postal code 03-310, ul. Staniewicka 5, KRS: 0000789029, tax identification number NIP: 5242567894, statistical number REGON: 140455462, entered into the Register of Entrepreneurs of the National Court Register, for which the Registry Court is the District Court in Warsaw, the 14th Commercial Division of the National Court Register;
14. **Registration** - a one-time, optional and free-of-charge activity of setting up a Customer Account by the Customer, made using the administration panel provided by Solfinity on the Store's website.
15. **Provision of services by electronic means** - performance of a service provided without the simultaneous presence of the parties (at a distance), through the transmission of data at the individual request of the service recipient, sent and received using devices for electronic processing, including digital compression and data storage, which is entirely transmitted, received or transmitted via a telecommunications network within the meaning of the Act of 16 July 2004 – Telecommunications Law.
16. **Order** - the Customer's declaration of intent constituting an offer to conclude a Sales Agreement with Solfinity, aimed directly at concluding a Distance Sales Agreement via the B2B Platform, specifying the type, number and price of products being the subject of the Sales Agreement.

§3 ONLINE STORE RULES

1. Solfinity provides services comprising the sale of components for photovoltaic installations, support in the design of photovoltaic installations and maintenance and service of solar systems.
2. To make purchases through the Store, the Customer must have a device with access to the Internet equipped with a web browser that enables cookies.
3. Using the B2B Platform and placing Orders is available only through the Customer Account. To make purchases in the Store, the user must register (fill in the registration form in the registration panel).
4. To register and create a Customer Account, it is necessary to have an Entrepreneur's status and read these Terms and Conditions and accept them.
5. If a given entity is not an Entrepreneur in accordance with these Terms and Conditions, Solfinity refuses Registration. In the registration process, it is possible to automatically download the Entrepreneur's data from the database of the Central Statistical Office (GUS) electronic system.
6. Login and Password to the Customer Account are established in the registration process; they are confidential and cannot be made available to third parties. If the Login and Password are made available to unauthorized entities, the Customer shall bear full responsibility for any actions of these entities on the B2B Platform.
7. The Customer cannot transfer the Customer Account to other persons. If the Customer Account is made available to a third party, the Customer does so at their own risk and responsibility. Even if the Customer Account was made available to another person at no fault of the Customer, and for reasons not attributable to Solfinity, the Customer shall be responsible for the actions of persons who gained access to their Customer Account as for their actions, first of all, the Customer is obliged to repair the damage caused to Solfinity by those persons.
8. The Customer is obliged to inform Solfinity of any change of e-mail address immediately. In the absence of information about such change, all notifications will be sent to the e-mail address provided during Registration .
9. After the data has been verified by Solfinity, an e-mail confirming the Registration of the Customer Account will be sent to the Customer's e-mail address.
10. The Customer Account is activated by the customer service department without the Customer's participation. Following the activation, the Customer is informed by Solfinity via e-mail that the Customer Account is active.
11. Solfinity reserves the right to refuse to activate the Customer Account without giving any reason.
12. The Customer bears full responsibility for all actions taken using their Customer Account or e-mail, including the actions of any persons who, for reasons not attributable to Solfinity, have gained access to the Customer Account or the Customer's e-mail through which they communicate with Solfinity.
13. If the Customer fails to comply with the provisions of these Terms and Conditions, Solfinity will inform the Customer about the possibility of blocking their Customer Account. If the Customer does not take

action to remedy the situation within the time limit indicated by Solfinity, Solfinity reserves the right to block the Customer Account.

14. The Customer Account shall be unblocked only after a written application is submitted to Solfinity containing a declaration of compliance with these Terms and Conditions. The final decision shall be made solely by Solfinity, regardless of the fact that the Customer fulfilled the above conditions.
15. In order to effectively use the B2B Platform, the Customer should have computer hardware and software that meet the following minimum requirements:
 - a. Internet connection: required,
 - b. Preferred browser: any,
 - c. Browser plug-ins: none,
 - d. Cookies: information about the user's session
 - e. JavaScript: required,
 - f. Processor: any,
 - g. Operating memory: any,
 - h. Graphics: 640×480,
 - i. Sound card: not required,
 - j. Preferred operating system: any.

§3 PRODUCTS AND PRICE LISTS

1. The B2B platform presents the full range of products sold by Solfinity with a complete description and technical data, indicating whether the product is available and its price at the time of browsing the offer.
2. Solfinity reserves the right to temporarily suspend or withdraw selected products from the sale without giving a reason for such actions.
3. The prices given are net prices applicable to the Customer. All additional discounts, rebates and exclusive offers are determined individually and subtracted from the price specified on the B2B Platform.
4. The products offered by Solfinity, and their prices do not constitute an offer within the meaning of the Civil Code.
5. Solfinity reserves the right to change the prices of products at any time without giving any reason.
6. Solfinity is not responsible for the unavailability of products.
7. Orders placed by the Customer are binding at the time of their acceptance by Solfinity.

§4 ORDERS

1. Orders can be placed on a 24/7 basis.
2. Orders may be placed only by registered Customers with an activated Customer Account.
3. The Customer bears full responsibility for the correctness of the Order placed – Solfinity does not verify the correctness of the shipping address or the selection of products.
4. The order can be placed only by adding more products to the basket, accepting the selection made, and approving the Order.
5. The Customer is responsible for the correctness of the shipping address – the Customer shall bear full responsibility if a wrong address is provided, or the goods are not collected.
6. After placing the Order, the Customer shall receive a confirmation of its submittal to the e-mail address provided during Registration. This confirmation is binding for the Customer - however, it does not mean the Order will be forwarded for processing. The Customer may at any time check the status of their Order via the Customer Account.
7. Acceptance of the Order by Solfinity is equivalent to:
 - a. in the case of prepayment - the receipt of an e-mail with an Order confirmation with a proforma invoice; however, only after the invoice is paid and the payable amount is credited to Solfinity's bank account shall the Order be handed over for processing,
 - b. in the case of payment with a deferred payment date after prior arrangement with Solfinity of the terms of cooperation – the receipt of an e-mail with a confirmation that the Order is processed, or
 - c. in the case of personal collection - the receipt of an e-mail with a confirmation that the Order is processed and crediting the funds to Solfinity's bank account.

- d. Solfinity reserves the right not to accept the Order without providing a reason. This applies in particular if the Customer has overdue payments to Solfinity or exceeds the trade credit limit granted to them by Solfinity. The Customer shall be informed immediately by Solfinity.
- e. An order not accepted by Solfinity within the next two working days, understood as days from Monday to Friday, except for public holidays, shall be deemed to have been rejected.

§5 DELIVERY AND COLLECTION

1. The product shall be delivered according to the Customer's Orders to the address indicated in the Order.
2. The Customer can collect the Order in person at Solfinity's registered office: ul. Staniewicka 5, 03-310 Warsaw, having first arranged with Solfinity the date of receipt via e-mail or telephone.
3. If delivery via a carrier is chosen, the delivery cost shall be borne by the Customer, and this cost is specified as a separate item on the VAT invoice. In the event of ineffective delivery due to the Customer's fault, the Customer shall also bear the costs of returning the consignment to Solfinity.
4. The Customer is obliged to collect the consignment from the carrier, which is confirmed by the signature of the Customer, customer employee or another authorized person on the consignment note or other carrier document attached to the goods.
5. The Customer shall inspect the delivered goods and report any quantitative and qualitative deficiencies to Solfinity through a complaint report (see: Rules for Reporting Non-Conformities in Delivery).
6. The choice of carrier for delivery is made by Solfinity and depends on the shipment size.
7. When handing over the consignment to the carrier, the risk of damage or loss of the consignment and delay in delivery passes on to the carrier.
8. In the event of a delay in transport, Solfinity declares that it shall take necessary steps to clarify the reasons for the delay with the carrier and to verify the carrier's ability to cover the claims arising from the delay in accordance with the Act - Transport Law of 15 November 1984.
9. In particular, Solfinity shall not be liable for a delay in delivery caused by force majeure, i.e. events that could not have been foreseen and beyond the control of Solfinity, preventing the completion of the Order in part or whole, permanently or for a specific time, which cannot be prevented or counteracted with the required diligence, such as:
 - a. natural disasters, including fire, earthquake, floods, windstorms and other severe weather conditions, and
 - b. acts of state power, including martial law, blockades, embargo,
 - c. acts of war, acts of sabotage, acts of terrorism, general strikes or
 - d. other social unrest, including public demonstrations, roadblocks,
 - e. global crises, pandemics, epidemics and the resulting shortages.

§6 PAYMENTS

1. Solfinity declares that it issues VAT invoices.
2. Payments can be made in the following forms:
 1. prepayment to Solfinity bank account indicated in the proforma invoice (in this case, the Order shall be processed after Solfinity sends the Customer an Order confirmation and the payable amount is credited to Solfinity's bank account),
 2. remittance with a deferred payment date - (in this case, the Order shall be processed after Solfinity sends the Customer an Order confirmation based on jointly agreed terms of cooperation),
 3. by payment card or bank transfer via PayU payment system operated by PayU S.A. with its registered office in Poznań, ul. Grunwaldzka 182, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court in Poznań - Nowe Miasto and Wilda in Poznań, the 8th Commercial Division of the National Court Register under KRS number 0000274399, with a share capital of PLN 4,944,000, fully paid, tax identification number NIP: 779-23-08-495, statistical number REGON 30052344 (in this case, the Order shall be completed after Solfinity sends the Customer an Order confirmation and the funds are credited to Solfinity's bank account);
 4. the split payment mechanism.
3. The form of payment is determined individually for each Customer and may change at any time during the cooperation - at the Customer's request or according to Solfinity's decision.

4. Customers who do not have a deferred payment deadline make payments in the form of prepayment or pay cash on delivery.
5. A Customer who purchased goods from Solfinity against at least 3 (in words: three) Orders for an amount of not less than PLN 100,000.00 (in words: one hundred thousand zlotys, 00/100) over the last 12 months may apply for trade credit. Solfinity shall consider each application individually and decide on the amount of the credit limit and the payment date.
6. Solfinity reserves the right to refuse to grant trade credit and deferred payment without giving any reason.
7. Each Customer acting based on a deferred payment has the terms of cooperation agreed individually with Solfinity.
8. The Customer agrees to receive invoices electronically. Invoices shall be sent to the address provided in the registration form. By accepting these Terms and Conditions, the Customer agrees to the issuing of invoices without their signature.

§7 CONFIDENTIALITY AND TRADE SECRETS

1. The Customer is obliged to maintain the confidentiality of all information regarding the terms of cooperation with Solfinity, in particular, commercial, financial, technological, organizational and other information obtained during the cooperation ("Confidential Information").
2. The Customer agrees not to disclose or make available confidential information to third parties, and to secure and protect it against any such disclosure. The Customer is bound by the confidentiality obligation regardless of the method or source of obtaining or transferring Confidential Information and its form.
3. The following information is not considered Confidential Information:
 - a. information, which is publicly known,
 - b. information which, on the date of its disclosure by Solfinity or receipt from Solfinity, was already known to the Customer without the confidentiality obligation,
 - c. information that must be disclosed based on applicable law, except that before making such disclosure, the Customer shall notify Solfinity of the purpose and scope of the disclosure.
4. The obligation to maintain the confidentiality of Confidential Information shall prevail through the entire duration of cooperation and remain in force and bind the Customer for two years after the end of the Cooperation with Solfinity.

§8 PROTECTION OF PERSONAL DATA

1. To process Orders, Solfinity as the Data Controller of personal data within the meaning of the GDPR, processes personal data of:
 - a. Entrepreneurs - Customers who are natural persons conducting business activity – with regard to data contained in the Customer Account, in Orders and contact details,
 - b. Representatives, representatives and proxies of the Customers – with regard to their data contained in the Order, the Customer Account and contact details, including the e-mail address used for Account Registration, if the e-mail address comprises personal data.
2. Solfinity processes the data of the abovementioned natural persons only for the following purposes:
 - a. to conclude a contract in accordance with these Terms and Conditions (Article 6 (1) (B/F) of the GDPR) – for the duration of an active Customer Account;
 - b. to manage contacts between Solfinity and the Customer (Article 6 (1) (F) of the GDPR) – for the duration of cooperation;
 - c. to complete Orders (Article 6(1)(B) of the GDPR) – for the time necessary to complete Orders in accordance with these Terms and Conditions,
 - d. to make settlements between Solfinity and the Customer (Article 6(1)(B/F) of the GDPR) - for the duration of cooperation,
 - e. to manage complaints and clarify complaints (Article 6(1)(F) of the GDPR) – for the time necessary to settle the matter;
 - f. to perform obligations arising from the provisions of law, including the Commercial Companies Code and Civil Law, tax and accounting obligations (Article 6(1)(C) of the GDPR) – for a period resulting from the provisions of law, which in principle is six years (five years from the end of the year in which the accounting or tax event occurred),

- g. to defend or pursue claims (Article 6 (1) (F) of the GDPR – until the claims are time-barred in accordance with general provisions.
3. Solfinity shares personal data in the following cases:
 - a. to payment service intermediaries, e.g. PayU - if the Customer uses a given form of payment,
 - b. when such an obligation arises from the provisions of applicable law, among others - to the National Tax Administration,
 - c. postal operators, courier companies.
4. Personal data may also be disclosed to processors at the request and on behalf of Solfinity, based on a concluded contract for personal data processing to provide the services specified in the agreement, e.g.:
 - a. ICT services such as hosting, delivering or maintaining IT systems, e-mail services,
 - b. accounting services,
 - c. legal and advisory services.
5. Each data subject shall have the right:
 - a. to access data – to obtain confirmation from the data controller whether their data are being processed. If data about a person are processed, the data subject is entitled to access them and receive the following information: about the purposes of the processing, categories of personal data, information about recipients or categories of recipients to whom the data have been or will be disclosed, about the period of data storage or criteria for determining them, about the right to request rectification, erasure or restriction of processing of personal data belonging to the person, to which the data relate, and to object to such processing (Article 15 of the GDPR);
 - b. to receive a copy of the data – to obtain a copy of the data subject to processing, whereby the first copy is free of charge, and for subsequent copies, the data controller may charge a reasonable fee resulting from administrative costs (Article 15(3) of the GDPR);
 - c. to rectify – to request rectification of personal data concerning the data subject that are incorrect, or incomplete data to be completed (Article 16 of the GDPR);
 - d. to delete data – to request for the deletion of their personal data if the data controller no longer has a legal basis for their processing or the data are no longer necessary for the purposes of processing (Article 17 of the GDPR);
 - e. to limit data processing – to request for limiting data processing (Article 18 of the GDPR), when:
 - the accuracy of the personal data is questioned by the data subject - for a period enabling the data controller to verify the accuracy of the data,
 - the processing is unlawful, and the data subject opposes the erasure of the data by requesting the restriction of their use,
 - the data controller no longer needs the data, but the data subject requires such data for establishing, exercising or defending legal claims,
 - the data subject has objected to the processing – until it is determined whether the legitimate grounds on the part of the data controller override the grounds for the objection of the data subject;
 - f. to transfer data – to receive in a structured, commonly used, and machine-readable format the personal data concerning them, which the data subject has provided to the data controller, and to request the transfer of such data to another data controller if the data are processed based on the consent of the data subject or a contract concluded with the data subject and if the data are processed in an automated manner (Article 20 of the GDPR);
 - g. to object – to object to the processing of the data subject's data for the legitimate purposes of the data controller, for reasons related to the data subject's unique situation, including profiling. In such a case, the data controller assesses the existence of valid legitimate grounds for the processing, overriding the interests, rights and freedoms of data subjects, or grounds for establishing, pursuing or defending claims. If according to the assessment, the interests of the data subject outweigh the interests of the data controller, the latter shall be obliged to stop processing the data for these purposes (Article 21 of the GDPR).
6. To exercise the rights mentioned above, the data subject shall contact the Data Controller using the contact details provided and inform the Data Controller of which right and to what extent the data subject wants to exercise.
7. The data subject has the right to lodge a complaint with the supervisory authority, which in Poland is the President of the Office for Personal Data Protection with its registered office in Warsaw, ul. Stawki 2, which can be contacted as follows:
 - a. by post: Stawki 2, 00-193 Warsaw,
 - b. through the electronic mailbox available on the website: <https://www.uodo.gov.pl/pl/p/kontakt>,
 - c. by phone via the Hotline: 606 950 000.

8. Regardless of the above, Solfinity also processes Store Users' data. Information on the processing of Data of The Store Users can be found in the Privacy Policy available at [Privacy Policy](#) and the Cookies Policy available at [Cookies Policy](#).

§9 RULES FOR REPORTING NON-CONFORMITIES IN DELIVERY

1. The recipient should inspect the consignment in the presence of the courier for the absence of any mechanical damage during the product's transport.
2. If the consignment has been damaged, the courier should be asked to draw up a damage report or include a note about the damage on the consignment note or on the electronic device used to confirm the receipt of deliveries (e.g. "damaged consignment").
3. Signing the consignment note without comments shall be considered equivalent to confirmation of the absence of mechanical damage in transport, whereby there are no grounds for initiating the complaint process.
4. Finding latent damage (invisible upon delivery receipt) shall be an exception, provided the Customer proves its occurrence during the delivery.
5. Damage reports are available on the carriers' websites:
 - a. DPD – electronic damage report – <https://protokol.dpd.com.pl/>
 - b. DSV – claims form – <https://www.dsv.com/pl-pl/wsparcie/dokumenty/strefa-klienta/road> (select Complaint Form)
 - c. Raben – <https://polska.raben-group.com/strefa-klienta/raben-logisticspolska/reklamacje-raben-logistics-polska>
 - d. SUUS – <https://portal.suus.com/reklamacja>
6. In the event of damage (patent or latent), photo documentation of the damage (pallets, cartons, products) should be made at every stage of the delivery check.
7. Reporting damage to the consignment to the carrier is not tantamount to launching the complaint procedure by Solfinity.
8. All possible complaints regarding the execution of Orders shall be reported to Solfinity via the "Complaint Form – Logistics" available at [FORM OF COMPLAINT LOGISTICS](#) together with complete documentation:
 - a. a damage report or copy of the consignment note with comments regarding the delivery,
 - b. photo documentation confirming the damage.
9. The Customer shall report patent damage (visible damage to cartons, pallets) to the Customer Consultant within two business days (except for Saturdays, Sundays and public holidays) from the date of acceptance of the consignment.
10. The Customer shall report latent damage to the Customer Consultant within five business days (except for Saturdays, Sundays and public holidays) from the consignment's acceptance date.
11. The Customer is obliged to report a missing part of the product in delivery to the Customer Consultant within two working days (except for Saturdays, Sundays and public holidays) from the date of acceptance of the consignment.
12. Failure to comply with the deadlines mentioned above may result in the rejection of the complaint.
13. Solfinity reserves the right to request the completion of documentation corroborating the grounds of the complaint within 14 days.
14. Solfinity shall consider the submitted quantitative or qualitative complaint and inform the Customer about the position taken in writing within seven days from the date of receipt of the complaint.
15. Solfinity shall conduct the complete complaint process and provide information to the Customer within 30 days of receipt of full documentation.
16. Submitting a complaint does not constitute a basis for suspending subsequent deliveries of products ordered by the Customer.
17. Pursuant to Article 558 § 1 of the Civil Code, Solfinity's liability under warranty towards the Customer is excluded.

§10 RETURNS

1. On the terms set out below, Solfinity allows the Customer to return a new and unused product.
2. The right to withdraw from a distance contract does not apply to a non-prefabricated product, manufactured according to the Customer's specifications or serving to satisfy their individual needs or, due to its nature, inextricably linked with other products.

3. If the right to return a product is exercised, the sales contract for the returned product shall be deemed not to have been concluded, provided that the effectiveness of the declarations of willingness to exercise the right to return is conditioned on the fulfilment of the obligations referred to in the contractual right of withdrawal.
4. The Customer may withdraw from the purchased product within 14 days without giving a reason for their decision. This moment is counted from the date of receipt of the goods by the Customer or their delivery to the Customer's representative at Solfinity's headquarters.
5. The distance contract also applies to goods collected from Solfinity's registered office on the terms set out in point 1 in the "DELIVERY and COLLECTION" section.
6. The Customer submits the withdrawal from the purchased product on the Return Form [GOODS RETURN FORM](#) within 14 calendar days from the date of receipt or collection of the goods from the Solfinity headquarters. The return form should be sent to the Customer Consultant or the address biuro@solfinity.pl
7. The acceptance of the return is determined by the date of sending the parcel (postmark or proof of posting with the courier).
8. If the Customer exceeds the deadline referred to in points 6 and 7 above, Solfinity reserves the right not to accept the return or send it back at the Customer's expense.
9. Solfinity shall refuse to accept the returned product if it bears traces of use or is in any way damaged or incomplete.
10. Only full-value products can be returned, which means that:
 - a. the product must not bear traces of use;
 - b. the product must be technically sound;
 - c. the product must not be damaged;
 - d. the product must have intact original safety films, seals and stickers of the manufacturer;
 - e. the product must be delivered in its original packaging, which includes all factory security features;
 - f. the product must be complete, i.e. it must contain all accessories issued during the purchase, including the user's manual and other issued and attached documents.
11. The Customer shall bear the direct costs of returning the product to Solfinity. The Customer is obliged to carefully pack the product to protect it from damage in transport.
12. Solfinity is not obliged to reimburse the costs of delivery to Solfinity of the returned product or the cost of its insurance during transport to Solfinity.
13. Direct product return to Solfinity is possible provided the Return Form is completed and should be documented by signing the return protocol by the Customer and the Solfinity employee or associate receiving the product.
14. A product purchased as part of a price promotion cannot be returned on the terms set forth in these Terms and Conditions.
15. The rules of product return (including the lack of such a right), regulated separately in the sales contract or other terms and conditions (e.g. promotional campaign), prevail over the provisions of these Terms and Conditions.
16. Another purchase made immediately after a product return means that a separate sales contract is concluded on the currently applicable terms. In particular, if a discount covers the returned product, such discount shall not be applied to the current sales contract if the purchased product is not covered by it at the time of purchase unless this results directly from the terms of the promotional campaign in question. This also applies if a discount covers the returned product due to using a discount card or a one-time code (the discount is not applied again).
17. Solfinity settles payments related to the returned goods no later than 14 working days (excluding Saturdays, Sundays and public holidays) from the date of recognition of the validity of the return.
18. Solfinity makes settlements with the Customer for the returned goods using the same payment method as was chosen when placing the order.

§11 WARRANTIES AND SERVICE COMPLAINTS

1. Products sold by Solfinity may be covered by a warranty provided by the product manufacturer or distributor ("Guarantor").
2. When purchasing a product covered by the warranty, the Customer receives a warranty statement.
3. A complaint is submitted by filling in the application form [FORM OF COMPLAINT SERVIS](#) and sending the application by e-mail to the address serwis@solfinity.pl.

4. The Customer submitting a complaint must correctly enter the data and accurately describe the actual state. If data are missing or there is any ambiguity in the facts, Solfinity shall ask the Customer to complete the complaint, which may have a bearing on the duration of the complaint consideration procedure.
5. In the case of products covered by the warranty, Solfinity will mediate at the Customer's request, after reporting product defects in accordance with the complaint procedure, in reporting the exercise of warranty rights. The complete complaint procedure is available at [Complaint procedure](#).

§12 INTANGIBLE SERVICES

1. This section determines the principles of using the intangible services provided by Solfinity.
2. By purchasing an intangible service, the Customer reserves a date and scope of the intangible service described in the offered product.
3. Solfinity is not liable for delays in execution of intangible services caused by events of force majeure, i.e., events that cannot be foreseen and which are beyond Solfinity's control, which make it impossible to perform the Order in part or in its entirety for its entire duration or for a certain period of time, which cannot be prevented or counteracted with the required diligence.
4. The Customer may be required to enter into a personal data processing entrustment agreement with Solfinity when providing Solfinity with their personal data.
5. Details concerning individual products from the category of intangible services are listed in separate Terms & Conditions or in the description of a given product published on the B2B Platform.
6. The provisions of these Terms & Conditions (i.e., provisions concerning the sale of photovoltaic installation components, substantive support with respect to photovoltaic installation design, and solar system maintenance) shall apply correspondingly with the exception of the following items: "Delivery and acceptance," "Principles of reporting irregularities in delivery," "Returns," "Guarantee and service claims."

§13 FINAL PROVISIONS

1. Either Party may terminate a contract for the provision of electronic services at any time and without giving reasons, except that the rights acquired by the other Party before the termination of that contract shall be preserved.
2. Any disputes between Solfinity and the Customer shall be submitted to the court competent for Solfinity's registered office unless otherwise stated in written agreements concluded between the Parties.
3. The Customer can make purchases via the B2B Platform if the Customer accepts these Terms and Conditions.
4. Solfinity may amend these Terms and Conditions based on applicable laws at any time. A summary of the Terms and Conditions changes shall be sent to the Customer via e-mail. If the Customer does not accept the amended Terms and Conditions, they may terminate the contract for the provision of electronic services or delete the Customer Account.
5. All Orders Solfinity accepts for processing before the Customer accepts the amendments to these Terms and Conditions shall be performed based on these Terms and Conditions in force on the date of acceptance of the order for completion.
6. The applicable law is the Polish law. In matters not covered by these Terms and Conditions, the provisions of Polish law shall apply.

CONTACT

1. You can contact Solfinity:
 - a. by phone at: +48 22 42 88 777



- b. by e-mail at: sklep@solfinity.pl
- c. by post and in person at the following address:

Solfinity sp. z o.o. sp.k.
Prologis Park Warsaw II, Hala DC2,
Staniewicka 5, 03-310 Warsaw

Updated June 06, 2023

Solfinity sp. z o.o. sp.k.
Staniewicka 5,
03-310 Warszawa
NIP: 5242567894