

GENERAL TERMS AND CONDITIONS OF SALE OF ML SYSTEM S.A. PRODUCTS

I. DEFINITIONS

Terms used in these General Terms of Sale shall have the following meanings:

1. **"GTCS"** – General Terms and Conditions of Sale of the company under the business name ML SYSTEM + Sp. z o.o.
2. **"Seller"** – **ML SYSTEM SPÓŁKA AKCYJNA with the registered office in Zaczernie**, 36-062 Zaczernie 190G, entered to the Register of Entrepreneurs of the National Court Register by the District Court in Rzeszów, 12th Commercial Division under KRS number 0000565236, NIP [Tax Identification Number]: 5170204997, REGON [National Business Registry Number]: 180206288,
3. **"Manufacturer"** – **ML SYSTEM SPÓŁKA AKCYJNA with the registered office in Zaczernie**, 36-062 Zaczernie 190G, entered to the Register of Entrepreneurs of the National Court Register by the District Court in Rzeszów, 12th Commercial Division under KRS number 0000565236, NIP [Tax Identification Number]: 5170204997, REGON [National Business Registry Number]: 180206288,
4. **"Client"** – a natural person conducting business activity, a legal person and an organisational entity other than a legal person granted legal capacity under a separate law, as well as partners of a civil law partnership within the limits of the conducted business purchasing Seller's Product.
5. **"Consumer"**- a Client who is a consumer within the meaning of art. 22 [1] of the Polish Civil Code, is a natural person making transactions with the Seller in the scope not related to its business or professional activity;
6. **"Entrepreneur"** - a Client who is an entrepreneur within the meaning of Art. 43 [1] of the Polish Civil Code;
7. **"Client entrepreneur with consumer rights"** - a natural person concluding an agreement directly related to its economic activity, when the content of this agreement shows that it does not have a professional character for it, resulting in particular from the subject of its business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity;
8. **"Product"** – a commodity manufactured by the Manufacturer as well as any other elements and services included in the current commercial offer of the Seller, whose ownership shall be transferred to the Client pursuant to the performed agreement, on the terms and conditions specified in these GTCS.
9. **"Parties"** – the Seller and the Client jointly.
10. **"Sales Agreement"** - Product sales agreement concluded between the Parties.

II. GENERAL PROVISIONS

1. The Seller is an entrepreneur engaged, as part of its business, in the professional sale of goods and services in particular in the field of renewable energy sources – included in the current commercial offer.
2. The information published on the Seller's website does not constitute an offer as understood in the Civil Code but rather an invitation to tender, unless they specify essential elements of the Agreement, including in particular the price.
3. These General Terms and Conditions of Sale set out the terms of the Parties' cooperation with respect to the sale of Products by the Seller to the Client and are available for the Client in the Seller's office and online at www.mlssystem.pl
4. These GTCS constitute an integral part of each Sales Agreement, unless the Parties have regulated the terms and conditions differently the principles of cooperation in the Sales Agreement itself. Different arrangements have been agreed and confirmed in writing take precedence over the provisions of these GTCS.
5. These GTCS constitute a standard agreement within the meaning of the provisions of the Civil Code.
6. Regardless of the provisions of the GCS in the case of the Sales Agreement concluded with the Consumer and the Client entrepreneur with consumer rights, the relevant provisions of the Civil Code and the Act of May 30, 2014 on consumer rights will be apply. For sale with the Consumer and the Client entrepreneur with consumer rights, these GTCS shall apply to the extent that mandatory provisions of law do not constitute otherwise.
7. Any different terms and rules of the Parties' cooperation suggested by the Client may apply only if expressly approved by the Seller in writing, otherwise being null and void.

III. ORDERS SUBMITTED BY TRADITIONAL WAY

1. The condition for the effective conclusion of an Agreement is its signing, preceded by the Client's submission of a correctly completed and legible order, in one of the available forms referred to in section 2 and in accordance with the rules referred to in sections 3-10.
2. Orders may be placed:
 - a. in writing – in the Seller's office;
 - b. by e-mail to the following e-mail address: dok.mlssystem.pl
 - c. through an authorised commercial representative of the Seller.
3. For the effectiveness of the order, it is necessary to specify the following elements: product name, type, quantity, full Product specification (including technical drawings with the specification of electrical and mechanical parameters), expected order execution date, place and option of delivery / collection of the order Products. Further, the order should contain the Client's data: business name, registered office address and contact details - including phone number and e-mail address for confirmation.

4. The Order is not binding for the Seller and is only the basis for the Seller to prepare an offer for the Client. In the case of a Product that is a photovoltaic installation, heat pump or energy storage, the presentation of the offer may be preceded by the Seller taking a bill of quantities.
5. The offer specifies the Product range, price and expected delivery date. The prices specified in the offer shall be binding for the Parties for a period of 7 days, unless the offer indicates a different period of validity. Acceptance of the offer by the Client results in the preparation of a Sales Agreement based on it, unless the content of the offer itself shows that upon its acceptance by the Client, a Sales Agreement is concluded on the terms specified in the offer. The commencement of the implementation of the Sales Agreement depends on its signing by the Parties and the advance payment according to the rules specified in section IV and in the Sales Agreement itself.
6. The Client is obliged to verify the accuracy of the Agreement's data and compliance with the accepted offer, and, in the case of discrepancies, to notify the Seller thereof immediately, or else the Parties shall be bound by the Agreement. A change in the scope of collection/delivery of products is possible within 7 days prior to the planned date of collection/delivery.
7. Once an order has been placed, changes or additions to the order are acceptable to a reasonable extent agreed individually with the Seller and by its consent.
8. At the latest when the Client expresses his will to be bound by the Sales Agreement, the Seller informs the Client, if this information no longer results from the order / offer and unless it has been provided in the content of these GTCS or on the website the Seller's website, in a clear and understandable manner, about:
 - a. the Seller's identification data, the body that registered the business activity, the number under which has been registered, including e-mail address, telephone or fax number,
 - b. the subject of the agreement and its main features, as well as the method and date of performance,
 - c. the unit and total price of the Products ordered, including the costs of delivery, transport of postal services and transport and additional costs, if any, and the obligation to bear them,
 - d. the manner of communication between the Parties,
 - e. costs of using a means of distance communication to conclude an agreement, if they are higher than usually used for the use of this means of communication,
 - f. the selected method of payment, method and date of payment, including any financial guarantees that Client must meet,
 - g. the chosen method and date of delivery,
 - h. the complaint handling procedure,
 - i. the method, date and possibility of exercising the right to withdraw from the Sales Agreement and the form template withdrawal from the Agreement - if it is not an individualized, non-prefabricated order, possibly in the absence of the right to

- withdraw from the Sales Agreement pursuant to art. 38 of the Act of May 30, 2014 on consumer rights,
- j. the obligation to refund the Product costs and the amount of these costs in the event of the Client's withdrawal from of the Agreement, and - if, due to the nature of the Product, it cannot be returned by regular mail – by increased costs of returning the Product,
 - k. obligation for the Seller to deliver goods without defects,
 - l. existence and content of the guarantee / warranty and after-sales services and the method of their implementation,
 - m. the minimum duration of the obligations of the Parties under the Sales Agreement,
 - n. the possibility for the Consumer and the Client entrepreneur with consumer rights to take advantage of non-judicial rights as a consumer methods of considering complaints and pursuing claims as well as rules of access to these procedures.
9. In the case of concluding a Sales Agreement with the Client outside the company's premises or at a distance, in in particular by electronic means, the Seller also informs the Client about:
- a. the total price or remuneration for the Product, including taxes, and when it is impossible due to its nature benefits - how they will be calculated,
 - b. method of payment.

IV. PRICE AND PAYMENT

1. The Client is obliged to pay the advance payment necessary for the execution of an individual Sales Agreement in the amount of 100% of the gross order value (including the installation and delivery service), unless specified in the Agreement different payment rules.
2. The value of the Sales Agreement is determined individually on the basis of the unit prices of the Products, in accordance with the current one the Seller's offer. The prices given in the offer are gross prices. The VAT rate will be given and calculated on the basis of for information obtained from the Client and the type of order (in particular whether the order also includes a service assembly). In the event of a change in the VAT rate as a result of a change in the circumstances or conditions on which The Sales Agreement will be performed, the Parties are obliged to pay / return the difference in the VAT paid.
3. If prices are indicated in the Euro currency (€), the conversion into PLN shall be based on the EUR sale rate according to the table C of purchase and sale rates of foreign currencies, published by the National Bank of Poland, , from the date of payment of the price / advance payment.
4. The prices indicated in the offer do not include the costs of delivery of Products, unloading, packaging and other additional services agreed individually with the Client.
5. The Seller shall issue a VAT invoice within 7 days from the date of receipt of the Product by the Client or from the date of delivery of the product to the Client. The date and

method of payment shall be each time indicated by the Seller in a VAT invoice issued. At the Client's request, the invoice may be issued in EUR (€).

6. The date of payment shall be the date of crediting the Seller's bank account.
7. The Seller reserves the ownership of the Products until the Customer pays the due price in full. In the event of a delay in payment, the Seller has the right to inform third parties about the reservation of ownership of the Products and to demand their release.
8. The lodging of a complaint, identification of quality / quantity deficiencies during the collection and failure to connect the photovoltaic system to the operator's distribution network shall not release the Client from making payment for the Product within the agreed time limit.
9. In the event of non-payment by the Client within the prescribed period, the Seller is entitled to be charged statutory interest for the delay, as well as to charge the Client with the full amount of the costs of claiming payment, including in particular the costs of debt collection, summons and court and enforcement costs.
10. The Client may be released from the obligation to pay the advance payment if the Seller offers a deferred payment the maturity date (the so-called "trade credit"). A trade loan may be granted on the basis of the Customer's application for a trade credit. The Seller may suspend deliveries and accepting orders and implementation of Sales Agreements, etc., incl. if the total amount of the limit is exhausted by both due and unmatured receivables or when payments are not made within the time limit specified on the VAT invoice.
11. The Seller makes the execution of the executed order or a future order submitted by the Client dependent, who is in arrears with payments or pays invoices late, from the repayment of existing receivables and the advance payment a new order. The Seller reserves the right to post payments made in order to make new ones orders for the due date of payment of the Seller's receivables from the Customer, regardless of the title the transfer made.
12. In the event of non-payment by the Client who is an Entrepreneur within the prescribed period, the Seller is entitled to charge statutory interest for delay in commercial transactions.

V. ORDER IMPLEMENTATION

1. The payment of the advance payment is the basis for the Seller to place orders for the materials necessary for the proper operation performance of the Sales Agreement. If the advance payment is not paid within the time limit agreed by the Parties, the Seller shall have the right to refuse to accept an order for execution / delivery or assembly in accordance with the order.
2. In the Agreement, the Parties agree on the expected order execution date. If the time limit for execution is not stipulated in the Agreement, the Seller shall execute the order within 10 weeks from the date of the conclusion of the Sales Agreement unless, due to the type of Product, compliance with the above deadline will be impossible or significantly impeded.

3. The agreed time limit for the execution of the order may be changed if there arise any obstacles on which the Seller has no influence and for which the Seller is not liable, in particular in the case of force majeure or delays on the part of entities other than the Seller. If all or part of the order cannot be performed for reasons beyond the control of the Seller, the Seller shall immediately inform the Client thereof, indicating the reason for the inability to perform the order within the agreed time limit. Force majeure should be understood as events that which occurred after the conclusion of the Sales Agreement, independent of the will of the Parties, preventing the performance of the obligation, the effects of which could not be avoided, e.g. natural disasters, administrative restrictions, wars and strikes, epidemics, changes in the law preventing the performance of the Sales Agreement.
4. The Seller shall notify the Client of the execution of the order and its readiness to deliver/release the Product in the manner specified by the Customer in the Agreement. If the Agreement covers also the delivery/installation, the Seller shall also inform about the planned delivery date and/or the installation start date in the form of a short text message/e-mail not later than 1day before the proposed date of delivery/acceptance of installation works.
5. The delivery date of the Product is each time individually agreed with the Client.

VI. COLLECTION AND DELIVERY OF THE PRODUCT

1. The Seller offers the Client options related to the delivery and collection of the Product:
 - a. personal collection in the Seller's office by the Client – free of charge;
 - b. delivery of the Product to the Client's office or any other designated place:
 - i. performed by the Seller's means of transport or via an external carrier – the costs of delivery, insurance, unloading and other additional services shall be borne by the Client, unless otherwise agreed by the Parties;
 - ii. delivery of Products including the installation service – costs of delivery, insurance, unloading and other additional services shall be borne by the Client, unless otherwise agreed by the Parties.
2. In the case of personal collection of the product by the Client, the Client is obliged to collect the product in the Seller's office within 3 days from the date of being informed about the execution of the order, at its own expense and risk.
3. In the case of delivery outside the Client's office, the Client is obliged to collect the Product in person or through an attorney with an appropriate written authorization upon the collection. The Client shall be obliged to inform the Seller of the choice of the attorney not later than 3 hours before the date of delivery, giving the attorney's details via e-mail or text message.
4. Failure to ensure the collection of the Product on the agreed date by the Client or lack of a person authorized to accept the Product shall result in refusal to deliver the Product. In the event that the Client being The Entrepreneur will delay the receipt of the Product in more than 8 hours, the Seller will be entitled to calculation of contractual penalties based on the principles set out in section 5 below.

5. The Client who is an Entrepreneur is obliged to cover all costs incurred by the Seller due to the delay in the receipt of the Product in relation to the dates indicated in point VI. 2 above, or missed or unjustified refusal to accept the Product within the period specified in point VI. 3 and 4. In particular, the Seller is entitled to place the Product in the warehouse at the expense and risk of such a Client. In the absence of an assurance receipt of the Product on the agreed date, the Client who is an Entrepreneur may be required to pay The Seller's fees (contractual penalties) for the storage of the Product in the amount corresponding to the market costs storage, but no more than EUR 50 a day for each day of delay in collecting the Product.
6. If the order covers the transport service, the Seller shall be liable for the loading and transport of the Products to the agreed place of delivery, including the opening of the vehicle side and the lifting of the tarpaulin. Other activities, including the insurance of the Product for the time of transport and unloading, shall be borne by the Client, unless otherwise agreed by the Parties.
7. The Seller shall decide on the manner of packing the Product (returnable racks, disposable packaging, etc.). The Client shall be obliged to return the racks to the Seller's registered office at its own expense within 14 days from the delivery. In the event that the Customer does not return the racks sent to the Seller, the Seller may charge The Client with the amount equivalent to the unreturned racks.
8. Each delivery batch shall be documented by a waybill, which shall constitute the basis for the collection of the Product.
9. Before collecting the Product, the Client shall be obliged to check it in terms of quantity and physical defects, if any. A batch of deliveries shall be considered accepted without reservations in terms of quantity and without damage, in accordance with the Agreement, after signing the waybill or any other proof of release of the Product by the Client or the Client's representative unless the Client is a Consumer or Client entrepreneur with consumer rights.
10. Any quantitative shortage of the delivered Products compared to the quantity included in the bill of lading should be reported by the Customer at the time of handing over the Products by making an appropriate entry on the list in the case of shortages resulting from damage to the Products in transport - additionally in damage report. In the event of visible damage to the Product, the Client is obliged inform the Seller about the above fact immediately. The Seller has the right to inspect the reported damage at the place of delivery.
11. Any doubts regarding the quality of the Products delivered by the Seller will be resolved in particular by referring to the relevant product standards (including, among others, building glass standards).
12. If the Seller cannot deliver the Products by a delivery van with a capacity over 3.5 tons to the place of the Client's seat or another place of delivery indicated by him, the Client is

obliged to inform the Seller about the above fact at least 7 days before the agreed date of delivery. At the same time, the Client is obliged to provide the Seller with the relevant permits would enable the delivery of Products in a manner that does not violate road traffic regulations or other regulations or requirements in force during transport and at the place of delivery and unloading (in particular regulations internal in force at the premises of companies, plants, etc.).

13. As soon as the Product has been released, the benefits and burdens related to the Product and the risk of accidental loss of or damage to the product shall be transferred to the Client. From the moment of release of the Product, the Seller's liability for accidental loss of or damage to the Product shall end.
14. If the delivery plus installation option is selected, the provisions of sections 3 to 13 above shall apply accordingly and the Sales Agreement shall be deemed completed when the installation service is performed and the acceptance report is drawn up. The Seller shall be fully liable for the violation of the applicable provisions of law by its employees and any damage caused in connection with the performance of assembly and installation works, if they were caused through its fault and were reported without undue delay. At the same time, the Client acknowledges that assembly works may be carried out by the Seller only at an air temperature above 5 Celsius degrees.
15. If the deliver plus installation option is selected, the Client shall be obliged to:
 - a. make the building available to the contractor – the place of installation for the entire duration of the service and the area adjacent to it to the extent necessary for the proper performance of the agreement and the installation service;
 - b. ensure permanent access to the premises in which the works are to be carried out and empty them at the Seller's request if necessary;
 - c. providing all necessary documentation, including in particular plans of the facility and plans of technical installations of the facility with marked main power cables, to the extent necessary to perform the Sales Agreement;
 - d. provide the Seller with a source of water and electricity free of charge;
 - e. ensure the possibility of passing cables through the existing shaft or making a cable culvert through the roof sheathing and/or façade wall in places indicated by the Seller;
 - f. ensure the possibility of laying new, surface-mounted cable routes in places indicated by the Seller or using the existing ones;
 - g. provide access to the Internet connection at the inverter installation site for the visualization system of the operation of the photovoltaic installation;
 - h. secure the site against unauthorised access to the system.

16. The Seller undertakes to:

- a. perform the subject of the Agreement with due diligence, in accordance with the applicable provisions of law and the recommendations of the Manufacturer;
 - b. restore, upon the completion of the agreement, the area occupied and/or premises to the original condition, excluding the works specified in point 18 b below.
17. In the case of a Product that is a photovoltaic installation, the detailed scope of installation works includes::
- a. performance of a site inspection and assessment of technical feasibility of implementing a photovoltaic installation,
 - b. preparation of a photovoltaic installation project – if necessary;
 - c. installation of the photovoltaic installation (installation of photovoltaic panels and devices forming an integral part of the system, cabling from panels to the existing electrical switchgear in the building, implementation of necessary adaptation works of the electrical system in the building, in order to properly connect the photovoltaic system);
 - d. start-up of the system;
 - e. training the Client in the operation and maintenance of the system;
 - f. in the case of a system intended for connection to the distribution network, preparing and providing the Client with all documentation necessary to report the connection to the distribution network of the Distribution System Operator or to submit an application for the issue of network connection conditions.
18. The scope of installation works entrusted to the Seller, regardless of the type of Product, does not include:
- a. calculations, modernization, construction of structural elements of the facility necessary to assemble the system structure, such as: steel, reinforced concrete, masonry, wooden elements, substrates that transfer assembly and operating loads from the assembled elements;
 - b. execution, modernization or adaptation of the existing lightning protection system;
 - c. construction work such as forging, , bricklaying, plastering, painting, sealing resulting from the necessary punctures, etc. related to the need to adapt the building for the purposes of installing the Product or restoring the existing condition on the day of commencement of works,;
 - d. in the case of a Product intended to be connected to the distribution network, reporting, on behalf of the Client, the connection to the distribution network or submitting an application for the issue of network connection conditions.
19. If the Client refuses to participate in the acceptance of the performed works without giving a specific reason or does not commence the acceptance procedure within the specified deadline, the Seller may unilaterally accept the works.
20. If any removable defects or faults are identified during the acceptance, the Parties shall set an appropriate deadline for their removal and the new deadline for the acceptance of the works.

21. Prior to signing the acceptance report, an authorised employee of the Seller shall train the Client or a person by him indicated in the scope of proper operation, maintenance and installation.
22. Together with the signed acceptance report, the Seller shall provide the Client with the technical documentation of the photovoltaic system consisting of:
 - a. guarantee card for the system elements;
 - b. catalog cards of the devices that make up the Product,
 - c. system operation and maintenance manual;
 - d. in the case of a system intended to be connected to the Distribution Network Operator's distribution network: the documentation of electrical measurements with authorisations of persons performing the measurements, a certificate issued by the Technical Supervision Office for the authorised installer.
23. In the case of other Products in the Seller's offer, i.e. energy storage and heat pumps, together with the signed acceptance protocol, the Seller shall provide the Client with the following documentation:
 - a) Warranty card,
 - b) Energy storage or heat pump data sheet,
 - c) in the case of an installation intended to be connected to the Distribution System Operator's distribution network, documentation of electrical measurements along with the qualifications of persons performing the measurements, Technical Supervision Office certificate for an authorized installer.

VII. GUARANTEE AND COMPLAINTS

1. The provisions of the Act of May 30, 2014 on consumer rights shall apply to sales with the Consumer and a Client entrepreneur with consumer rights regarding warranty for defects. In the case of Sales Agreements concluded with the Entrepreneur the Seller's liability under the warranty for defects is excluded, unless the Parties shall be null and void in writing.
2. The Products are covered by the Manufacturer's guarantee in accordance with the guarantee document.
3. The terms of the guarantee, the period and scope of its granting, and the terms of its validity are specified in the "Terms warranty for the photovoltaic installation "and" Warranty terms for photovoltaic modules "included continuously on the website www.mlsystem.pl/, in a way that allows its acquisition, reproduction and preservation of its content by printing or saving on a carrier at any time.
4. Products from the Seller, prior to their installation, should be stored in a dry, ventilated area and indoor areas. Prior to installation, the Products must be protected against direct contact exposure to solar radiation.

VIII. EXTRAJUDICIAL MEANS OF SETTLING COMPLAINTS AND PURSUING CLAIMS

1. The Consumer has, inter alia, the following options for out-of-court complaint consideration and pursuing claims:
 - a) is entitled to refer to a permanent amicable consumer court operating at the Trading Inspection with a request to settle a dispute arising from the concluded Sales Agreement;
 - b) is entitled to apply to the Provincial Inspector of Trade Inspection with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Consumer and the Seller;
 - c) can obtain free assistance in resolving the dispute between the Consumer and the Seller by using also from the free help of the Municipal Consumer Ombudsman or a social organization, whose statutory tasks include consumer protection (including the Consumer Federation, Association Polish Consumers). Advice is provided by the Consumer Federation under the free hotline number consumer 801 440 220 and 22 290 89 16 and by the Association of Polish Consumers at the address email advise@dlakonsumentow.pl;
 - d) submit your complaint via the EU ODR online platform, available at: <https://ec.europa.eu/consumers/odr/>.

IX. FINAL PROVISIONS

1. The Parties undertake to resolve disputes related to the Sales Agreements concluded by the Parties through mediation, and then they will be adjudicated by the Polish common court, whose jurisdiction will be determined on the basis of provisions of the Code of Civil Procedure.
2. The Seller reserves the right to amend these GTCS. Any changes will be effective from the date of their publication on the website, provided that the provisions of the GTCS in force on the date of the Sale Agreement will apply to the Sales Agreements concluded between the Parties.
3. Any arrangements of the Parties aimed at changing, supplementing or excluding the provisions of the GTCS require the form in writing under pain of nullity.
4. The Seller ensures the protection of Customers' personal data in accordance with the applicable regulations the law and in accordance with the security policy of the Seller. The information clause is available at Seller's website www.mlsystem.pl.
5. In matters not covered by these GTCS, the current arrangements between the Parties shall apply and relevant provisions of Polish law, in particular the provisions of the Polish Civil Code.
6. These GTCS shall be effective as of 01.01.2023.