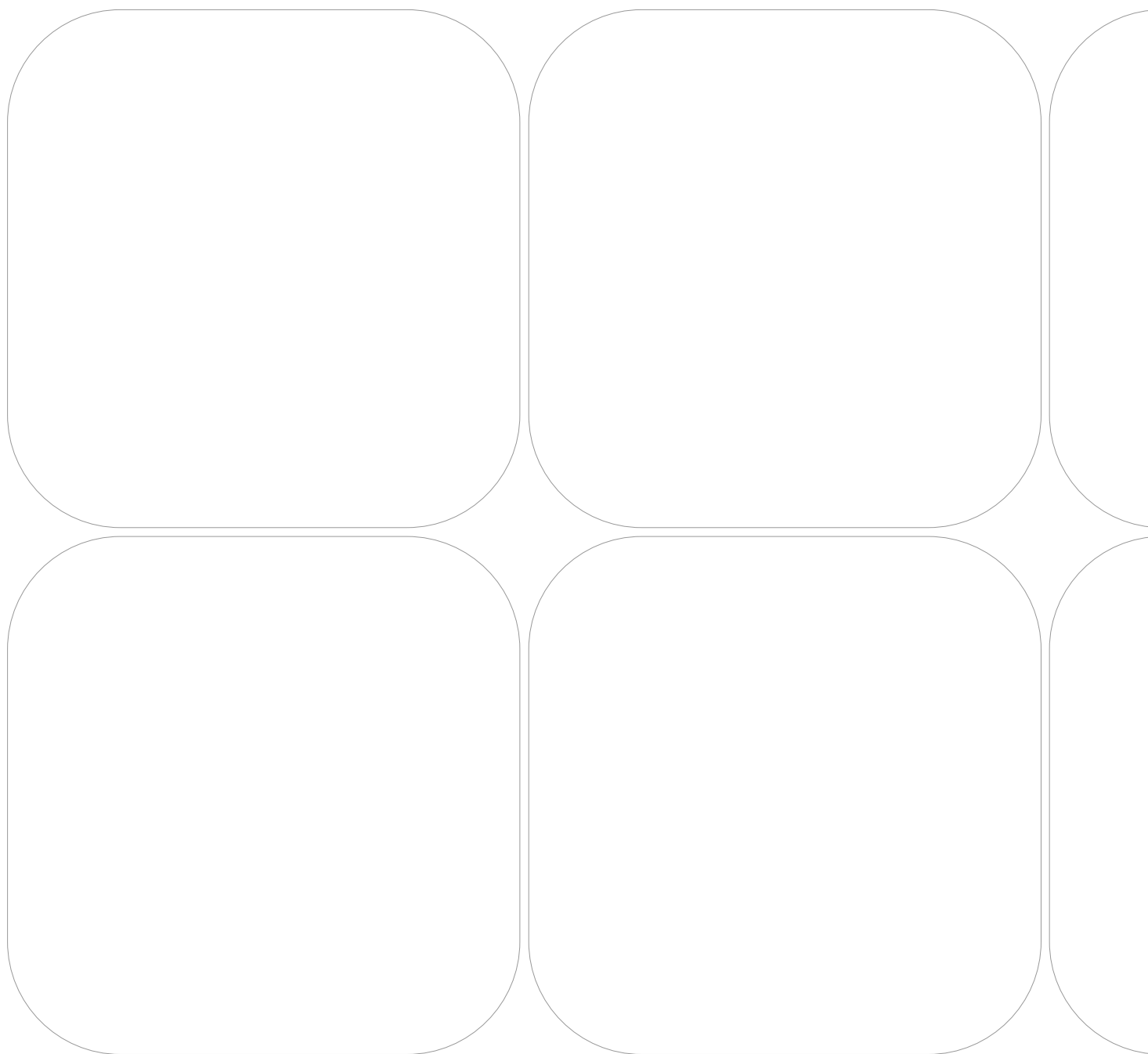




General Terms and Conditions of Sale

28/11/2024



§ 1. Introduction

1. RBT SOLAR Limited Liability Company with its registered office in Zgierz, registered in the National Court Register kept by the District Court for Łódź-Śródmieście in Łódź, XX Economic Division, under the KRS number 0001049095, NIP: 7322213923, REGON: 526065311, hereinafter referred to as "RBT SOLAR" or the Seller.
2. These General Terms and Conditions of Sale ("GTCS") constitute an integral part of all sales agreements concluded by RBT SOLAR with its Customers, including agreements concluded after the Buyer places an order in writing or orally. In the event that the Parties have agreed on their rights and obligations in a separate written agreement, the provisions of the GTCS shall apply only to the extent not regulated in the agreement.
3. The GTCS are made available to Buyers in writing at the headquarters of RBT SOLAR and its branches, as well as in electronic form on the website at www.rbtsolar.com. In the event that the Buyer maintains ongoing business relations with RBT SOLAR, the acceptance of the GTCS by the Buyer in one sales agreement shall be deemed as their acceptance for subsequent sales agreements concluded by the Buyer with RBT SOLAR, unless the Parties decide otherwise.

§ 2. Order

1. The information provided on the RBT SOLAR website and in printed publications of RBT SOLAR (hereinafter referred to as "Catalog" or "Brochure") does not constitute an offer within the meaning of the provisions of the Civil Code, but merely an invitation to conclude an agreement. Detailed technical data provided in the Catalog or Brochures may change at any time due to the rapid changes occurring in the technical industry. The current version of the Catalogs and Brochures will be published on the Internet or made available at the headquarters of RBT SOLAR.
2. The effective conclusion of a sales agreement requires the Buyer to place an order, with the agreement being concluded only upon confirmation by RBT SOLAR in writing of acceptance of the order for execution. The Buyer's order should include:
 - order number,
 - Buyer's identification data, including its name and address in accordance with the Buyer's registration documents,
 - detailed description of the ordered goods, specifying quantity, type, and quality,
 - delivery address,
 - required delivery time,
 - determination of transport conditions according to Incoterms
3. The Seller shall confirm the order in writing within 3 working days from the date of receiving the order. The Seller's confirmation of the order signifies that the Seller has received the order and accepted it for execution on the terms specified in the confirmation sent to the Buyer.

3. The Seller's confirmation should include:

- order number,
 - Seller's identification data, including its name and address in accordance with the Seller's registration documents,
 - detailed description of the ordered goods, specifying quantity, type, and quality,
 - delivery address,
 - required delivery time,
 - determination of transport conditions according to Incoterms
4. The Buyer has the right to cancel the order. A written cancellation of the order should be delivered to RBT SOLAR no later than 24 hours from the moment the Buyer placed the order, provided that if the deadline for submitting the cancellation falls on a public holiday, the deadline for submitting the declaration of cancellation of the order expires on the next business day. The right to cancel the order, unless otherwise agreed by the Parties, is excluded if RBT SOLAR has confirmed to the Buyer the acceptance of the order for execution.

§ 3. Prices

1. Catalogs, brochures, advertisements, and other publications concerning the Goods offered by RBT SOLAR are solely for informational purposes, while patterns and samples presented by RBT SOLAR are for illustrative and exhibition purposes and do not constitute an offer within the meaning of the provisions of the Civil Code, even if they are accompanied by a price, unless otherwise clearly indicated in the publication.
2. The prices of Goods specified in the price lists provided by RBT SOLAR at its headquarters may be changed by RBT SOLAR at any time. The price of the Goods is finally determined upon order confirmation.
3. The offer made to the Buyer by RBT SOLAR is valid for a period of 2 weeks from the date of its dispatch, unless otherwise specified in the offer. The offer made by RBT SOLAR to the Buyer does not automatically reserve the Goods subject to this offer for the Buyer.
4. Any written documentation, including drawings, estimates, offers, etc., may not be disclosed to third parties and is intended solely for the Buyer's knowledge.

§ 4. Payment

1. The company is entitled to demand payment of the price specified on the invoice upon the Buyer's receipt of the ordered Goods. The Parties may agree on a different deadline or method of payment, for example, by specifying it on the invoice issued by RBT SOLAR to the Buyer.
2. The payment deadline is always specified in days and runs from the date of issuing the invoice. The payment date is considered to be the date when the payment is credited to RBT SOLAR's bank account indicated on the invoice, or the date when the payment is

- credited to another bank account indicated by RBT SOLAR.
3. In the event of late payment of the purchase price, RBT SOLAR is entitled to demand from the Buyer, without additional reminders, payment of contractual interest for delay. The amount of contractual interest for delay is determined on an annual basis at the equivalent of the so-called maximum statutory interest rate, i.e., twice the amount of statutory interest for delay. Contractual interest for delay is calculated from the day following the payment deadline. In case of late payment, RBT SOLAR is entitled to demand from the Buyer, in addition to the principal amount, contractual interest for delay, court costs, enforcement costs, and costs of legal representation, as well as any other documented debt collection costs. The amount of the requested reimbursement of debt collection costs from the Buyer cannot exceed 5% of the amount being collected from the Buyer.
 4. If the Buyer delays payments to RBT SOLAR, the Seller is entitled to credit the payment made by the Buyer first towards the interest for delay, and then towards the oldest due amounts, regardless of whether the Buyer indicated which debt is being settled. This principle also applies if interest and debts arise from more than one invoice. The above provisions exclude the right of the debtor referred to in Article 451 §1 of the Civil Code.
 5. RBT SOLAR reserves the right, in accordance with the provisions of the Civil Code, to set off its monetary claims arising from this agreement against the mutual claims of the Buyer. The Buyer's right to set off without prior written consent from RBT SOLAR is excluded.
 6. In the event of the Buyer exceeding the payment deadline for delivered goods, even if it concerns one invoice, RBT SOLAR has the right to immediately demand payment of all remaining invoices, the payment deadlines of which have not yet expired, if the Goods listed on those invoices have already been delivered to the Buyer.
 7. In the event of the Buyer exceeding the payment deadline, until the full payment of overdue amounts by the Buyer, the Seller has the right to refuse to process the Buyer's next order. In case of repeated delays, the Seller reserves the right to terminate the Buyer's existing payment terms.
 8. The Buyer is obligated to make payment within the agreed-upon deadline, even if they have lodged a complaint about the Goods or if there has been a delay in the Goods' acceptance, due to reasons on the Buyer's side or for reasons for which neither party is responsible.
 9. The Buyer undertakes to promptly notify RBT SOLAR in writing of any change in its registered office, place of residence, or address for deliveries. Failure to notify results in the delivery made to the address specified in the order or in other commercial agreements concluded between RBT SOLAR and the Buyer being considered effective.
 10. The rules for granting credit limits and extending payment deadlines are specified at RBT SOLAR's headquarters or on the website www.rbtsolar.com.
 11. RBT SOLAR has the right to assign its claims against the Buyer to third parties for the purpose of their satisfaction or for debt collection purposes.
- #### § 5. Ownership rights
1. 1. RBT SOLAR reserves the ownership rights to the sold Goods, in accordance with the provisions of Article 589 of the Civil Code, whereby the Buyer becomes the owner of the Goods upon full payment of the price, within the deadlines specified by RBT SOLAR.
 2. If the Buyer fails to make payment within the agreed-upon deadline, RBT SOLAR is entitled to demand the return of the Goods. Regardless of the right to demand the return of the Goods, RBT SOLAR is entitled to seek compensation from the Buyer if the value of the Goods at the time of their return by the Buyer has decreased compared to the value specified on the Sales invoice, or if the Goods have been consumed or damaged.
 3. In the case of returning Goods produced on the Buyer's individual order, even if such return occurs by mutual agreement of the Parties or concerns undamaged Goods, RBT SOLAR has the right to charge the Buyer with a handling fee equal to 30% of the value of the returned Goods.
 4. Upon initiation of bankruptcy or arrangement proceedings against the Buyer, the Buyer is obliged to mark the Goods in a way that guarantees disclosure of the reservation of its ownership rights to third parties in favor of RBT SOLAR. In the event of the seizure of Goods owned by RBT SOLAR during enforcement proceedings directed against the Buyer's assets, the Buyer is obliged to promptly inform RBT SOLAR of the seizure, providing the details of the enforcement authority that carried out the seizure. The Buyer is also obliged to cooperate with RBT SOLAR in enforcing its rights against the Buyer's creditors (enforcement authority) using all available and legally permissible means. Upon RBT SOLAR's request, the Buyer is obligated to provide information about the location of the Goods subject to the reservation of ownership. RBT SOLAR is entitled to inspect the Goods wherever they are located, as well as to take possession of them if its ownership rights are threatened by third-party actions or omissions.
 5. The risk of accidental loss or damage to the Goods during the period between their delivery and the transfer of ownership of the Goods to the Buyer rests with the Buyer. RBT SOLAR may request the Buyer to enter into an insurance agreement for the Goods against the risk of their loss or damage for a specified period, or to transfer to RBT SOLAR all rights arising from such an agreement concluded for the benefit of the Buyer. The value of the insurance sum mentioned above cannot be lower than the value of the Goods delivered by RBT SOLAR to the Buyer, as well as the claims against third parties responsible for the destruction or damage of the Goods. In such a case, the Buyer is obliged to send RBT SOLAR a copy of the Goods insurance policy immediately upon receiving it from the insurer, as well as to notify the insurer of the assignment of the claim from the 03

General Terms and Conditions of Sale insurance agreement to RBT SOLAR, sending RBT SOLAR a copy of such notification promptly.

6. RBT SOLAR may authorize the Buyer in writing to dispose of the Goods subject to the reservation of ownership to a third party, provided that the Buyer simultaneously transfers to RBT SOLAR the claim for payment of the price by the purchaser of the Goods. The assignment described in the preceding sentence constitutes security for RBT SOLAR's claim for payment of the sales price by the Buyer and in no case releases the Buyer from the obligation to pay the remaining part of the price. In the event of further resale of the Goods, the Buyer is obliged to promptly inform RBT SOLAR of the identity of the subsequent purchaser. In the event of the intention to combine the delivered Goods with real property in such a way that they become its integral parts, the Buyer is obliged to first establish another legally permissible security for the claim for payment of the price in favor of RBT SOLAR, including in particular providing a guarantee by the owner of the real estate or by transferring the claim to the Buyer from the investor.

§ 6. Delivery terms

1. The condition for delivering the item to the Buyer within the deadline specified in the Offer, subject to its confirmation to the Buyer by RBT SOLAR in accordance with paragraph 3, first sentence of this paragraph, is the timely fulfillment by the Buyer of all its obligations specified in the Offer, including but not limited to:
 - a. payment of the deposit or advance specified in the Offer in cases where the fulfillment of the Buyer's order depends on their payment,
 - b. signing of the Offer and sending its signed scan to RBT SOLAR via email,
 - c. signing of the technical drawings constituting Annexes to the Offer (assembly drawings, etc.) and sending their signed scans to RBT SOLAR via email. RBT Solar reserves the right to make changes to the Customer-accepted compilation drawing attached to the order if such change proves necessary due to production constraints or needs or economic criteria. Whenever such changes are made, RBT SOLAR guarantees that the changes made will not affect the essential parameters of the product, its quality, safety of use, steel grade/class, geometry, strength, etc.
2. The parties mutually agree that in case the offer concerns an individual construction, i.e. one that is prepared by RBT SOLAR for a specific investment indicated by the Buyer, if, after acceptance by the Buyer of such an offer by which is understood the performance of the actions indicated in paragraph 1 letters. a) - c) of this paragraph, the Buyer withdraws from the contract or if, for any other reason independent of RBT SOLAR, the order covered by the offer is not completed, RBT SOLAR is entitled to charge the Buyer with the costs of preparing the design documentation necessary for the preparation of the offer in an amount not lower than PLN 800.00 but not higher than 2% of the net value (excluding VAT) of the subject of the offer. The final amount of the costs, together with their calculation, will be indicated by RBT SOLAR in a statement attached to the debit note. The amount due covered by the note shall be paid by the Buyer within 7 (seven) days from the date of issuance of the note.
3. In order to remove possible doubts, it is agreed that the term of execution of the subject of the order indicated in the Offer, provided that it has been confirmed to the Buyer by RBT SOLAR in accordance with paragraph 4, first sentence of this paragraph, shall begin to run on the date of performance by the Buyer of all his obligations specified in the Offer, for example, specified in paragraph 1 above. In the event of concurrence on the part of the Buyer of several different obligations specified in the contents of the Offer, the time limit for execution of the order/delivery indicated in paragraph 1 above shall begin to run as of the date of execution by the Buyer of the last of such obligations.
4. RBT SOLAR shall be bound by the order/delivery date indicated in the Offer only if it confirms it to the Buyer in writing. The Buyer shall be obliged to take delivery of the goods on the agreed date, but no later than 7 (seven) days from the projected delivery date specified by RBT SOLAR in the Offer. If the Buyer exceeds the deadline for receipt of the goods, RBT SOLAR has the right to charge the Buyer for the cost of storage of unclaimed products, without having to sign a separate agreement with the Buyer in this regard. The Buyer authorizes RBT SOLAR to issue an invoice for the aforementioned service.
5. In the event that RBT SOLAR fails to confirm in writing the date of completion of the order specified in the Offer, RBT SOLAR shall endeavor to prepare the goods for collection taking into account the interests of the Buyer.
6. Any delays of the Buyer in the activities reserved for him or delays resulting from causes not attributable to RBT SOLAR shall cause automatic extension of the order/delivery deadlines by the time of delay, without the need for additional statements in this regard by the Parties and as well as reimbursement to the Buyer of documented costs on this account.
7. In the event that the subject of the order/delivery is carried out on the basis of an individual project, the order/delivery date confirmed to the Buyer by RBT SOLAR in writing in accordance with paragraph 4, first sentence of this paragraph, may be delayed until RBT SOLAR receives all required documents, of which RBT SOLAR shall notify the Buyer by e-mail. The above excludes any liability of RBT SOLAR to the Buyer for the change of the order completion date.
8. If RBT SOLAR's inability to perform occurred as a result of force majeure, the Buyer shall not be entitled to any claims for compensation for damages resulting from non-performance or untimely performance of the contract. RBT SOLAR is obliged to immediately inform the Buyer about the events that caused the inability to perform the delivery. The events referred to as force majeure include, among others, disruptions in the operation of the plant, restrictions caused by an order of the authorities, natural disaster, strikes, etc., not attributable to RBT SOLAR.
9. Lack of agreed technical documentation for the subject of the order or parts thereof, failure of the Buyer to promptly accept the

technical solutions presented by RBT SOLAR and changes made to the subject of the order during its execution by RBT SOLAR shall result in exemption of RBT SOLAR from liability to the Buyer for untimely performance of the contract.

10. In the event of late payment, non-payment of interest for late payment, or exceeding the credit framework by the Buyer, the execution of subsequent orders (including orders confirmed by RBT SOLAR and orders whose due date has been confirmed in writing) shall be suspended until all overdue amounts are settled.
11. Transport and storage recommendations related to individual products offered by RBT SOLAR are available at RBT SOLAR's headquarters or on the website www.rbtsolar.com.
12. In the event of non-compliance by the Buyer with the transport and storage recommendations, RBT SOLAR reserves the right not to accept any complaint claims.

§ 7. Goods pickup

1. Upon delivery of the goods by RBT SOLAR to the Buyer or a person authorized by them, the benefits and burdens associated with the item, as well as the risk of accidental loss or damage to it, pass to the Buyer.
2. The place of performance by RBT SOLAR (the place of delivery of the goods) is either the location for unloading the Goods in the case of loading organized by RBT SOLAR or the location for loading the Goods in the case of transport organized by the Buyer, unless otherwise agreed by the parties.
3. The Buyer is obligated to unload the goods within 2 hours from the arrival of the transport at the destination, provided that such arrival occurs on a business day before 4:00 p.m.
4. If the transport mentioned in paragraph 3 above arrives at the destination after 4:00 p.m., the Buyer is required to unload as soon as possible, but no later than 9:00 a.m. on the next business day. The costs of unloading the goods are borne by the Buyer. In the event that the Buyer fails to unload within the specified timeframe in paragraphs 3-4 above, they will be charged by RBT SOLAR for the costs of storing the undelivered products, without the need to sign a separate agreement with the Buyer in this regard. The Buyer authorizes RBT SOLAR to issue an invoice for the above service.
5. The designation of the plant or warehouse from which the goods will be delivered, as well as the method of transport, is the responsibility of RBT SOLAR. The Buyer is obliged to carefully inspect the completeness of the shipment upon receipt and to identify any deficiencies or damage to the goods incurred during transport. In any case of finding any irregularities, the Buyer should request the carrier to make a note of the damage on the waybill or delivery note, otherwise they will lose their right to compensation claims against RBT SOLAR. A waybill on which no comments have been made regarding the quantity and quality of the ordered Goods constitutes evidence of the Buyer's instructions being executed without reservation.
6. The Buyer shall make a quantitative acceptance of the goods immediately upon delivery by signing a declaration on the

delivery note confirming receipt of the goods in accordance with the specification. This declaration serves as evidence of the Buyer's acceptance of the goods in terms of quantity. Any reservations regarding the condition, especially the condition of the packaging and its protection, must be reported by the Buyer in writing on the delivery note, or a separate receipt protocol with a full description of the damage, signed by both the driver and the Buyer, under the penalty of losing the right to report and rely on them at a later date.

7. The reservation indicated in paragraph 7 above does not apply if, due to the manner of packaging the goods (collective packaging), an accurate count of the quantity of the delivered goods at the time of delivery is not possible. In the case of collective packaging, the Buyer is obliged to report any quantitative shortages no later than within 14 days from the delivery date to which the shortages relate, with the notification being sent by the Buyer within 3 days from the date of their discovery. The Buyer's notification of quantitative shortages after the deadlines indicated in the preceding sentence excludes any liability of RBT SOLAR for their existence.
8. In the event of discovering qualitative defects in the delivered goods during or after unloading, the buyer is obliged to notify the Seller of this fact in writing immediately. The notification, under penalty of losing the right to report and rely on qualitative defects at a later date, must be made no later than within 3 days from the date on which the unloading was completed.
9. In the event of discovering a defect, the Buyer, until the complaint is considered by RBT SOLAR, is obliged, under the penalty of losing the right to assert any claims against RBT SOLAR, to secure the goods in an undamaged condition, especially by refraining from installing defective goods.

§ 8. Packaging and pallets

1. RBT SOLAR will make every effort to ensure that the goods are packaged in a manner appropriate to their nature and intended use.
2. The parties agree that RBT SOLAR, with prior agreement from the Buyer, may also deliver the goods in bulk.

§ 9. Complaints

1. The Buyer is obligated to inspect the goods for quantity and quality at the time of receipt from RBT SOLAR.
2. Complaints should be reported by the Recipient in writing without delay.
3. A complaint, under penalty of being left unaddressed by RBT SOLAR, must contain at least information allowing for the identification of the purchased goods, in particular the delivery date, confirmation number, reason for the complaint, quantity, and value of the complained goods, and additionally, indicate the expected method of handling the complaint.
4. In the case of quantity-related complaints, the complaint may be made:
 - a. for complaints resulting from incorrect loading of goods, i.e.,

- in the event of discrepancies between the actual state and the state indicated in the delivery documents - immediately after receipt of the goods,
- b. for complaints resulting from damages occurring during transport - no later than on the day of unloading the goods.
5. In the case of quantity-related complaints, it is necessary for the Buyer to place a note on the delivery document regarding any damage to the purchased goods (noting discrepancies or damages). The note on the delivery document must be signed by the driver who delivered the shipment.
 6. The provisions of § 7 of this agreement shall apply mutatis mutandis to quantity-related complaints referred to in paragraphs 4-5 above.
 7. Complaints regarding visible physical defects (e.g., dimensional deviations, surface quality, bends) must be reported by the Buyer in writing immediately upon detection, but in no case later than within 10 (ten) days from the date of delivery, provided that within this period, the goods have not been processed.
 8. Complaints regarding visible surface quality defects (e.g., white rust on zinc-coated products and sheets) must be reported by the Buyer in writing on the day of delivery.
 9. Complaints about factory defects (hidden qualitative defects), the discovery of which, despite thorough inspection of the goods, was not possible, must be submitted to RBT SOLAR in writing immediately after their discovery, but no later than 30 (thirty) days from the date of delivery.
 10. Failure to report complaints within the deadlines specified above results in the Buyer losing the right to make complaints.
 11. The Buyer is obliged to enable RBT SOLAR to inspect the complained goods, including taking samples and conducting technical tests, under penalty of losing claims for complaints.
 12. RBT SOLAR shall consider the complaint and provide a response within 30 (thirty) days from the date of its receipt.
 13. If the consideration of the complaint requires an inspection of the goods at the installation site (in the field) or in the Buyer's warehouse or if, to resolve disputed issues regarding the quality of the complained goods, it is necessary to appoint an Expert Witness, the complaint consideration period is extended to 60 (sixty) days from the date of receipt by RBT SOLAR of the letter containing the Buyer's complaint.
 14. The costs of employing the Expert Witness shall be borne by the Party indicated by the Expert Witness as responsible for the damage.
 15. If the Buyer's claim is found to be justified, RBT SOLAR reserves the right to choose the method of final settlement of the complaint depending on the size of the damage and related costs (replacement of the goods with new, defect-free ones or negotiation of appropriate compensation). Satisfaction of the Buyer's claims in the manner described above precludes the possibility of future claims for further compensation on this account.
 16. RBT SOLAR shall not be liable for damages incurred during unloading of the goods at the Buyer's premises or as a result of circumstances for which the Buyer is responsible.
 17. RBT SOLAR has the right to withhold the fulfillment of the Buyer's claims for complaint until all outstanding payments are settled by the Buyer.
 18. RBT SOLAR is liable for the goods in accordance with the applicable laws in Poland. RBT SOLAR shall not be liable under any circumstances for economic losses and potential lost profits incurred or that may result from the submitted and considered complaint.
 19. The Recipient loses all rights to pursue any claims against RBT SOLAR related to the purchase of the goods if they did not inspect the goods at the time of delivery or, despite the inspection, did not notify RBT SOLAR of any identified defects or irregularities within the appropriate period. Loss of rights occurs particularly when the Buyer noticed defects or irregularities but still proceeded with the installation of previously purchased goods.

§ 10. Warranty

1. RBT SOLAR reserves the right to change the technical parameters of the Goods in relation to the information provided in brochures, leaflets, technical drawings, or other informational or advertising materials, due to the continuous development of the manufactured products.
2. RBT SOLAR is bound by the technical parameters of the Goods specified by itself from the moment of agreement with the Buyer in writing on the properties of the Goods to be the subject of sale.
3. RBT SOLAR ensures that the delivered Goods have been manufactured in accordance with the principles of contemporary technical knowledge using appropriate production technology, considering their type and purpose. The Seller ensures that the sold Goods are suitable for the agreed use provided they are used according to their intended purpose in ordinary Central European climatic and atmospheric conditions and are not exposed to direct action of seawater, excessive UV radiation, or the influence of intense chemical compounds. With regard to the technical parameters of the Goods, RBT SOLAR allows for possible deviations within the limits permitted by relevant technical standards. The parties allow for possible differences in shade (color) or dimensions of the Goods, in the case when the Goods ordered by the Buyer are to be delivered in batches or when the delivery concerns diversified Goods regarding the date of their production or sheet thickness.
- 4.

The Buyer's rights under the warranty expire after 6 months from the date of delivery of the goods. Complaints about defects revealed by the Buyer upon receipt of the Goods should be made immediately, but no later than within 3 (three) days from the date of receipt. Defects that can only be identified during the use of the goods (so-called hidden defects) should be reported immediately after their discovery. The date of sending the registered letter containing the complaint by the Buyer determines the compliance with the deadline for notifying about the discovery of the defect, with the parties allowing for

complaints to be submitted via electronic mail. The complaint should contain a detailed description of the identified defect.

5. The condition for the Buyer to exercise the warranty is compliance with the following rules:
 - a. The Goods should be stored, processed, or used in accordance with their properties and purpose, as well as with the recommendations of RBT SOLAR included in the technical documentation of the Goods,
 - b. In the event of a defect being identified, further processing or processing of the Goods should be immediately discontinued, making the defective Goods available to RBT SOLAR for inspection, or, at the request of RBT SOLAR, collecting and delivering samples of the claimed Goods.
6. If the rules of complaint handling are observed, RBT SOLAR is entitled at its discretion to repair the defective Goods or deliver new Goods free from defects. If RBT SOLAR declares that repairing or delivering new Goods is impossible or uneconomical, the Buyer may demand a price reduction or withdraw from the contract. In such a case, the compensation claims of the Parties are limited to the return of mutual benefits.
7. If, in the assessment of RBT SOLAR, for the proper execution of the order, it is justified, in addition to providing current geotechnical surveys on the recognition of ground-water conditions by the Buyer, to also carry out tests of so-called piling and pulling out of anchoring elements, the Buyer's waiver of their conduct despite RBT SOLAR's recommendation is equivalent to the Buyer's loss of warranty for the purchased goods, including the right to raise in the future any claims for damages against RBT SOLAR related to the emergence of defects in the goods, if the source of such defects is inadequate anchoring of the goods in the ground.

§ 11. Personal data protection

By accepting these Terms and Conditions, the Buyer consents to the processing of their personal data by RBT SOLAR and entities acting on its behalf, both domestically and internationally, in connection with the execution of sales agreements for the Goods offered by RBT SOLAR and for marketing purposes related to RBT SOLAR's business activities. The Buyer is entitled to all rights arising from the Act of August 29, 1997, on the protection of personal data (Journal of Laws of 2002, No. 101, item 926, as amended), including the right to access their own data.

§ 12. Final Provisions

1. Matters not regulated in the General Terms and Conditions shall be governed by the provisions of the Civil Code.
2. In the event of invalidity of certain provisions of the General Terms and Conditions due to the introduction of different statutory regulations, the remaining provisions shall not lose their validity.
3. RBT SOLAR reserves the right to use information about investments or project works carried out using RBT SOLAR products or technologies. The use includes marketing activities, particularly informing third parties about such investments or works, and recording their progress in the form of photographs or graphics for inclusion in RBT SOLAR's promotional materials.
4. RBT SOLAR and the Buyer shall seek an amicable resolution to any disputes arising from the execution of agreements covered by these terms. In the event of the inability to resolve the matter amicably, the court competent for the seat of RBT SOLAR shall have jurisdiction to settle the dispute.

Questions? Doubts? Reach out to us.

 **+48 72 442 52 00**

 **biuro@rbtsolar.com**