

**KENO Sp. z o.o.**

609 Daszyńskiego Street  
44-151 Gliwice, POLAND  
NIP 6312671983  
BDO: 00006820

**WAREHOUSE**

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✉ [biuro@keno-energy.com](mailto:biuro@keno-energy.com)  
🌐 [www.keno-energy.com](http://www.keno-energy.com)

**§1  
GENERAL PROVISIONS**

1. On the basis of these general terms and conditions of sale, hereinafter referred to as „GTS”, KENO Sp. z o. o. with its registered office at 609 Daszyńskiego Street, 44-151 Gliwice, NIP (Tax Id. No.) 6312671983, KRS (National Court Register) 000068857, hereinafter referred to as „KENO”, within the scope of its business activity, enters into trade cooperation contracts with natural persons conducting sole proprietorship, legal persons and organizational units without legal personality, which are granted legal capacity by a separate act, hereinafter referred to as “Counterparty”. These General Terms of Sale and Provision of Services also regulate relations between KENO and Counterparties with whom no separate trade cooperation contracts have been concluded, and who purchase goods from KENO through Orders placed on the dedicated B2B Sales Platform or in any other form.
2. These GTS define the terms of the sale of photovoltaic installations, photovoltaic systems, mounting structures and junction boxes through the B2B Sales Platform – [B2B.keno-energy.com](http://B2B.keno-energy.com).
3. KENO and the Contractor in the text of these GTS, collectively are referred to as the „Parties”.
4. These GTS also apply to all future contracts between KENO and the Counterparty even if not yet expressly agreed between the Parties.
5. In accordance with the provisions of the Act on Prevention of Excessive Delays in Commercial Transactions of March 8, 2013, KENO declares that it has the status of a large entrepreneur. This declaration is effective for all contracts concluded with KENO on the basis of the provisions of these GTS.
6. These GTS can only be accepted by the Counterparty without reservations. Placing an order via the B2B sales platform is tantamount to accepting the contents of these GTS.
7. The terms of sale stipulated by the provisions of these GTS may be modified on the basis of a written agreement on trade cooperation contract concluded between KENO and the Counterparty. In case of doubt as to the priority of the applicable provisions, the Parties agree that the provisions of these GTS shall prevail.
8. Any changes and additions to these GTS proposed by the Counterparty prior to the conclusion of the trade cooperation contract as well as during its duration require the express consent of KENO expressed in writing under pain of nullity.
9. The provisions of these GTS do not exclude or limit rights and claims under other laws.

**§2  
DEFINITIONS**

1. Unless otherwise agreed by the Parties in the trade cooperation contract, the following words and phrases shall have the meanings as defined below:
  - a) “GTS” – This document, together with any attachments and appendices thereto, setting forth the terms of the sale and provision of services by KENO.
  - b) „Administrator” or „KENO” – the owner of the B2B Platform – KENO Spółka z ograniczoną odpowiedzialnością with its registered office in Gliwice, at 609 Daszyńskiego Street, 44-151 Gliwice, entered in the register of entrepreneurs kept by the District Court in Gliwice, X Commercial Division of the National Court

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Register under KRS (National Court Register) number 0000688578, using NIP (Tax Id. No.): 6312671983, and REGON (National Business Registry No.) number: 36787086300000, with a share capital of PLN 200,000.00.

- c) „B2B Platform” – B2B sales platform – [B2B.keno-energy.com](https://B2B.keno-energy.com) including all its elements, managed by the Administrator.
  - d) „Entrepreneur” – a natural person, a legal person and an organizational unit without legal personality to which the provisions on legal persons apply, conducting business or professional activities on its own behalf.
  - e) „Documentation” – means all legally required approvals, certificates, inspection certificates, documentation defining the conditions for repair and maintenance, catalogs of applicable time standards for performing repairs and services, technical approvals, documents permitting the use of the offered product in the territory of a given country, technical and development documentation, operating instructions, assembly instructions, or other documents if required for a given type of goods or services.
  - f) „Manufacturer” – means the entity from which KENO purchases goods or services. KENO is also considered to be a manufacturer in the field of products of which it is the sole manufacturer in particular of mounting structures and connection switchgear.
  - g) „Business day” – means a day from Monday to Friday excluding public holidays in the territory of the Republic of Poland.
  - h) „Offer” – means an offer that is binding on the ordering party, as defined by applicable law, submitted to KENO via the dedicated B2B Sales Platform at [B2B.keno-energy.com](https://B2B.keno-energy.com). The submitted offer is valid for 7 days counting from the day of placing the Order.
  - i) “Counterparty” – Entrepreneur or Company who registered on the B2B Platform and successfully passed the verification carried out by the Salesman with regard to the scope of activity of the Entrepreneur or Company. The Counterparty can only be an Entrepreneur or a company registered in Poland in the CEIDG (Central Register and Information on Economic Activity) or KRS (National Court Register) which will purchase goods exclusively for the purpose of performing professional activities.
  - j) „Customer Advisor” (sales supervisor) – an employee of KENO, dealing, among other things, with sales support and establishing business contacts with potential customers.
  - k) „Account” – a collection of the Counterparty’s individual data along with information about his activities on the B2B Platform. The account is maintained under a unique name (login) and is protected by a password.
  - l) „Assortment” – goods listed and described on the B2B Platform.
  - m) „Order” – a statement of purchase of the selected Offer, made by submitting the created Offer for execution through the B2B Platform.
  - n) „Subject of the contract” – means all Goods and/or Services as well as accompanying documentation in any form or medium, including, but not limited to, data, diagrams, drawings, reports, specifications, rights of a tangible and intangible nature, intellectual property rights, as well as software necessary for the operation of the Goods, embedded in the Goods or provided as an integral part.
  - o) „Parties” – Jointly KENO and the Counterparty.
2. The GTS are made available to be printed, downloaded, reproduced and fixed in any form on the KENO Website and on the dedicated B2B Sales Platform in the

Counterparty's individual panel.

3. For the avoidance of doubt as to the content of the GTS in effect on the date of the Order, KENO suggests downloading the content of these GTS prior to placing the Order and saving them on a durable storage medium that makes it possible to clearly determine the precise date of downloading the GTS and their content at the time of placing the Order.

### §3 USE OF GTS

1. The GTS constitute a model contract referred to in Article 384 of the Civil Code.
2. Acquisition of goods from KENO by the Counterparty shall take place on the terms and conditions set forth in these GCS, unless otherwise agreed by the Parties.
3. Unless KENO and the Counterparty have agreed otherwise in writing under pain of invalidity by expressly excluding the provisions of the GCS in favor of other agreed contractual terms, the use of any Counterparty's contractual templates is excluded. Counterparty's contractual templates do not apply, including when KENO has not submitted an exclusion/amendment or explicit objection. For the avoidance of doubt, the commencement of the execution of the Contract by KENO, without express reservation or objection to the Counterparty's contractual template, does not imply acceptance of any Counterparty's contractual templates. In order to incorporate any Counterparty's contractual template into the contract, KENO employees must have an express authorization to do so. In addition, KENO's waiver of the application of certain provisions of the GTS in specific cases is binding only in relation to a specific trade cooperation contract and in no case can it be treated by the Counterparty as binding in the execution of other agreements.

### §4 GENERAL RULES FOR USING THE B2B PLATFORM

1. Internet access and a web browser are required to use the B2B Platform. It is recommended to use the latest version of browsers to ensure the highest comfort: Chrome or Firefox.
2. Making purchases and using the B2B Platform is possible after prior registration on the site by completing the online registration form – available at [B2B.keno-energy.com](http://B2B.keno-energy.com) and after passing the verification carried out by the Customer Advisor with regard to the scope of the Entrepreneur's activity.
3. In the online registration form, you will need to provide the following details: company name, email address, company tax ID, phone number, scope of business. Voluntarily, you can also indicate in the online registration form: zip code, street, number, city, UDT/SEP qualification number.
4. After the Entrepreneur fills out the form, the Customer Advisor contacts the Entrepreneur to verify the company regarding the stated scope of activity. After successful verification, an individual Account is created with individually assigned discounts for individual goods.
5. After registering an Account on the B2B platform, the Counterparty receives an email from KENO at the email address provided during registration, which contains login information: username and password.
6. KENO reserves the right to refuse to activate the Counterparty's account without giving any reason. The Counterparty is informed of the refusal to activate the account at the e-mail address he provided.
7. Each Counterparty is authorized to submit Offers only for the purpose of his business

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and agrees not to share his login and password with other unauthorized parties. In the event that the login and password are made available to unauthorized parties and damage occurs on the part of KENO because of this, the Counterparty will be obliged to compensate for it in full.

8. The Counterparty is entirely responsible for the actions of its employees and other persons to whom it provides the password and login.
9. KENO reserves the right to block the account of a Counterparty who is in arrears with payments.
10. In the event of the condition referred to in point 9, the Counterparty may regain access to the account, only after the payment is recorded by the KENO accounting department.
11. KENO reserves the right to block the account of a Counterparty who:
  - a) does not show activity on the platform;
  - b) transferred the login and password to an unauthorized entity;
  - c) exposed KENO to harm;

The decision to block the account on behalf of KENO is made by the Customer Advisor.

12. The decision to restore access in each case rests solely with KENO, regardless of the Counterparty's fulfillment of the conditions specified in point 10.
13. Any questions regarding the use of the B2B Platform should be submitted to the following email address: [biuro@keno-energy.com](mailto:biuro@keno-energy.com).

## §5 ASSORTMENT

1. The B2B Platform website presents a list of Assortments offered by KENO. The platform primarily presents the following information about the Assortment: name, price, manufacturer, power.
2. Assortment offered for sale and its prices do not constitute an offer within the meaning of the Civil Code, but only an invitation to conclude a contract within the meaning of Article 71 of the Civil Code.
3. KENO reserves the right to change the prices of products, temporarily limit the availability of goods, withdraw individual products from the offer without giving reasons, change the technical parameters of the posted products and assign the goods to appropriate groups.
4. KENO is not responsible for the lack of products on offer, for downtime in the ability to make Orders, as well as for changes in product prices.
5. KENO makes every effort to keep the offer presented on the Platform up to date. If some of the ordered goods were unavailable, KENO undertakes to immediately inform the Counterparty about the situation by phone or e-mail.
6. Descriptions and photos of the Assortment listed on the B2B Platform are for illustrative purposes only, which may differ from the actual appearance of the Assortment.
7. KENO makes every effort to ensure that the photos and descriptions of the to-be-named items included in the Assortment presented on the Platform are consistent with reality. However, KENO is not responsible for any errors or omissions in this regard. In case of any doubt, before selecting the goods included in the Assortment, the Counterparty is obliged to contact KENO to obtain the necessary information and clarification.

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1. The purchase of goods or services will be made on the basis of the provisions of these GTS.
2. An order for goods or an order for services is an Offer binding on the Counterparty, which KENO may, at its option, accept or reject.
3. As soon as the Counterparty receives KENO's confirmation of the Order, a contract is concluded under the terms of these GTS and the Order.
4. Orders can only be placed by Counterparties who have an Account on the dedicated B2B Sales Platform available at [B2B.keno-energy.com](https://B2B.keno-energy.com). Connecting to the Site of a dedicated B2B Sales Platform does not entail any fees for the Counterparty. The Counterparty should indicate the person authorized to place Orders through the Platform. In the absence of such indication, it shall be understood that all employees of the Counterparty are authorized to place Orders.
5. Detailed terms and conditions and how to use the dedicated B2B Sales Platform can be found on the KENO website available at [www.keno-energy.com](http://www.keno-energy.com).
6. Counterparty is fully responsible for the accuracy and content of the Order sent.
7. The Counterparty places an Order by directing KENO to execute the drawn up Offer or by completing the Order on its own using the „shopping cart”.
8. Formal handling of placed Orders is carried out on working days from Monday to Friday from 7 am to 4 pm.
9. Warehouse service of placed Orders is carried out on working days from Monday to Friday from 7 am to 10 pm.
10. In the Order form, the Counterparty indicates the delivery address of the ordered products. KENO does not verify the correctness of the indicated address. Any costs associated with providing an incorrect delivery address or failure to receive a shipment at the address specified by the Counterparty shall be borne solely by the Counterparty.
11. After placing an Order, the Counterparty in the „Orders” tab can verify the status of the shipment in real time: forwarded for processing, accepted by the Customer Advisor, transferred to the warehouse, ready for shipment/transportation/personal collection, sent/picked up in person, cancelled. The status of the shipment is automatically updated. In order to avoid doubts about the current status of the placed Order, the Counterparty should contact the Customer Advisor assigned to him.
12. Confirmation of the placed Order is made by sending a return message in electronic form to the e-mail box address indicated during registration on the dedicated B2B Sales Platform. The content of the message specifies all the material terms of the sales contract. The message is generated automatically, without the need for the Counterparty to take additional steps. In the event that the content of the return message does not correspond to the Order actually placed, the Counterparty should immediately notify the Customer Advisor assigned to him.
13. A prerequisite for placing an Order is for the Contractor to check a checkbox confirming that he or she has read and accepts these GCS.
14. In order to allow the Counterparty to review the contents of the submitted Order, in particular to enable the detection and correction of any errors, the Counterparty should click on „Order summary”. The offer displayed at the „Order summary” stage ceases to bind KENO as soon as the B2B Sales Platform Website is closed without an Order being placed.
15. Any documentation that has or may arise as a result of the execution of the provisions of these GTS shall be drawn up in the Polish language.

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1. The prices indicated on the dedicated B2B Sales Platform at the time the Contractor places an order are binding on the Contractor. The prices indicated on the Sales Platform are net prices in PLN currency. Prices do not include VAT which will be added in accordance with applicable regulations.
2. Discounts and rebates shall be granted only on the basis of an agreement of the Parties expressed in writing under pain of nullity, and their granting shall be at the sole discretion of KENO. Any discount form or special price list provided by KENO that differs from the prices specified on the B2B Sales Platform shall have a 7-day validity period from the moment they take effect.
3. If fees, taxes, or other charges must be paid in connection with the execution of the Order, then their costs shall be borne by the Counterparty.
4. If the Parties agree to convert prices for goods in foreign currency into PLN, the Parties shall use the average exchange rate of the National Bank of Poland announced on the date of invoice issuance.
5. Prices do not include the cost of transportation of goods to the place designated by the Counterparty. The cost of transportation depends on the type and quantity of goods ordered as well as the option selected by the customer for delivery of goods.
6. In justified cases, KENO has the right to change the price for the goods ordered by the Contractor. KENO will immediately inform the Contractor of any such change, along with an indication of the reason.

**§8  
RELEASE OF GOODS AND DELIVERY**

1. The release of goods will take place in:
  - a) KENO warehouse at the time of release of the goods to the carrier, as well as when the buyer picks up the goods with his own transport,
  - b) the Counterparty's warehouse or place of investment, or any other place individually agreed upon, in a situation where it is KENO that delivers the goods, or the delivery is organized by an external shipping company.
2. Delivery costs shall be borne by the Counterparty, unless a separate contract has been concluded between the parties stipulating otherwise.
3. The costs of pallet and general cargo courier deliveries are specified in Appendix 1 to these GTS.
4. Proof of receipt of goods in the case of personal collection is the signature of the person who collects the goods on behalf of the Contractor on the ZWM (warehouse release order) document or proof of release of goods to the carrier. The documents referred to in the preceding sentence are in electronic form, and the signature is made by placing it with a stylus on a tablet screen by the person who receives the goods on behalf of the Contractor.
5. At the time of acceptance of the delivery, the Counterparty shall inspect the conformity of the delivered goods with the Stock Issue Confirmation (CI) document and assess any damage to the packaging.
6. In the case of non-conformity of the ordered goods with the delivered shipment, or in the case of delivery of damaged goods, the Contracting Party shall draw up with the carrier a report of damage or loss, which, after its signature by the Counterparty and the carrier, shall be the basis for a claim. The protocol should be submitted within 7 days to KENO. Preparation of the protocol does not constitute recognition of the claim by KENO.



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7. If KENO delivers goods that do not conform to the contract (non-conforming delivery) or damaged, the transportation costs of the returned goods, as well as the transportation costs of the goods delivered instead, shall be borne by KENO. In the event of a non-conforming delivery as referred to in the first sentence, the Counterparty may demand a refund of the price paid instead of the conforming goods.
8. The benefits and burdens, as well as the risks associated with the goods, including the danger of their accidental loss or damage, shall be transferred to the Counterparty at the time of delivery of the goods to the Counterparty. In the case where the goods are transported by a courier or transport/shipping company, ownership and risk shall pass to the buyer upon receipt of the goods without reservation. If the goods are left at the disposal of the purchaser, the benefits and burdens and risks associated with the goods, including the danger of accidental loss and damage to the goods, shall pass to the Counterparty upon the expiration of the time limit for receipt of the goods. The Parties agree that after 7 days from the date of declared receipt of goods, KENO shall be entitled to issue an invoice, the amount of which shall correspond to the costs incurred by KENO in connection with the storage of goods or, in the case of disposal, the costs of disposal.
9. The term of the Order runs from the moment of confirmation of acceptance of the Order by KENO.
10. KENO is authorized to make partial deliveries and settle them after each delivery. It is obliged to inform the Counterparty of this fact without obtaining additional consent from him in any form.
11. The term of execution of the Order will be no longer than 60 days from the receipt of confirmation of the Order to the e-mail address indicated in the Order. However, KENO shall make every effort to process orders without undue delay, within a shorter period than indicated in the preceding sentence. Orders placed without additional comments from the Contractor are processed first, in an automated manner. Orders placed with additional comments are processed later, but nevertheless with the deadline indicated in the first sentence and with the standards indicated in the second sentence.
12. The Counterparty shall not be entitled to assert any claims against KENO in case of unforeseen obstacles and circumstances, especially orders of state authorities, failure to obtain public-legal permits required by law, in case of delays of the direct manufacturer with delivery of goods to KENO and also due to force majeure, including acts of war, official prohibitions, strikes, etc. If such circumstances arise, the term of the Orders shall be extended by the duration of such circumstances. KENO reserves the right to withdraw from the contract if, as a result of the circumstances indicated above, the term of the Order is postponed by more than 3 months.
13. KENO reserves the right to postpone the delivery of goods for a period not exceeding 90 days. In this case, KENO will make a statement to the Counterparty indicating the new delivery date. The change referred to in the first sentence of this clause does not require the form of a written annex to the contract, nor the submission of an additional statement by the Contractor.
14. The parties agree that in case of personal collection, the loading is the Counterparty's obligation. The goods are handed over unsecured, in particular without protective strips, stretch foil or other protection. The burden of securing cargo in transit will be borne by the Counterparty and is his sole responsibility.
15. In the case of personal collection, when a significant number of pallets with goods are collected and the Counterparty has a car suitable for loading with a forklift, KENO allows the possibility of loading the goods on the Counterparty's vehicle. The decision on this matter is at the sole discretion of KENO.
16. In the situation specified in the preceding point, the risk of accidental destruction or damage to the goods during loading shall be borne by the Counterparty.

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17. The Parties agree that the unloading of the goods in the case of pallet courier shipments is the responsibility of the courier company handling the Order. The risk of accidental destruction or damage to the goods during unloading is borne by the courier. KENO is not responsible for the failure of the courier to deliver the package on time.
18. In the case of courier shipments, the Counterparty is obliged to ensure the presence of a person authorized to receive the delivery during the hours specified by the courier.
19. In the case of pallet courier shipments, the goods will be delivered to the address indicated in the body of the Order. The ordered goods will be unloaded using the loading elevator of the courier's car. If it is not possible to deliver the goods using a car equipped with a loading elevator, the courier will ask the Counterparty or the direct recipient to prepare equipment for unloading, in particular a forklift.
20. The parties agree that in case of inability of the courier's car to enter the address indicated in the body of the Order, the unloading of goods will take place in front of the first architectural obstacle blocking further passage. In this case, the place of delivery of the goods will be the place of their actual unloading and the risk of accidental destruction or damage to the goods during unloading shall pass to the Counterparty.
21. In the event that the transport of the ordered goods is to be carried out by means of buses or solo trucks belonging to KENO, the unloading of the goods is carried out by an employee of KENO performing the transport service, unless otherwise agreed by the Parties. The contractor will make every effort to make available the equipment necessary to facilitate unloading, e.g., forklift, manual lift truck, etc.
22. In the case where the transport of the ordered goods is to be carried out by means of a combination – a truck tractor with a semi-trailer or non-standard vehicles, the unloading of the goods is the responsibility of the final consignee and the risk of accidental destruction or loss of the goods is on him.
23. The parties agree that the unloading of goods, the transportation of which is carried out through the services of an external forwarding company, shall be charged to the Counterparty or the final consignee of the goods.

## §9 PAYMENTS

1. Payments are made in the following forms:
  - a) prepayment by wire transfer,
  - b) deferred payment by wire transfer, with prior approval for this type of payment from KENO's Accounts Receivable Management Department;
  - c) by cash or card upon receipt from KENO warehouse up to the amount of PLN 15,000.00;
  - d) prepayment in the form of a transfer carried out by means of fast online payments up to the amount of PLN 10,000.00.
2. The form and terms of payment are agreed individually with the Counterparty. In the course of cooperation, the form and terms of payment may be changed at the request of the Counterparty or based on individual decisions of the KENO Receivables Management Department. The decision to change the form and methods of payment is at the sole discretion of KENO.
3. The Counterparty can make payments by wire transfer, with deferred payment. Payment terms can be 3, 7, 14, 21 or 30 days. Detailed rules for payments of this kind are agreed individually with the Counterparty. The decision on payment terms is at the sole discretion of KENO.
4. KENO issues a VAT invoice to the Counterparty for the purchased goods. The source



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of the Counterparty's data for issuing an invoice and data on the place of delivery are the registration documents and information from the registration form, which the Counterparty provides during the registration process and in the course of placing an Order.

5. The VAT invoice is issued only after the ordered goods that are part of the Assortment leave the KENO warehouse.
6. Along with acceptance of the terms and conditions of the GTS, the Counterparty authorizes KENO to issue invoices without the Counterparty's signature, and accepts and agrees that KENO may send invoices electronically (e-invoice) to the email address indicated by the Counterparty in the registration application.
7. In the „Orders” tab, available on the dedicated B2B Sales Platform, the Counterparty has access to all the Stock Issue Confirmations (CI) and invoices and any invoice corrections associated with a given Order.
8. Counterparty is required to download the indicated documents directly from his account on the B2B Platform. The posting of an invoice on the dedicated B2B Sales Platform is equivalent to its delivery. Placing an Order means the agreement to this form of billing.
9. KENO reserves ownership of all goods sold to the Counterparty until the Customer has paid all amounts due, including future receivables and additional costs (among others) transportation costs, interest for late payment, collection costs.
10. In the event of the Counterparty's default or delay in payment of amounts due to KENO, KENO shall be entitled to enforce the monetary obligation and to claim payment of the maximum interest for delay in effect on the date of payment of the invoice. KENO may also demand to repair the damage caused by the delay in particular to cover all costs incurred in connection with the collection of the debt, in particular: collection costs, court costs, including the costs of legal representation, costs of clause proceedings and enforcement costs.
11. In the event of a Counterparty's default or delay in payment of amounts due to KENO, KENO, notwithstanding its rights under § 7 point 10, shall be entitled to withhold all Orders and services until the Counterparty has paid all amounts due. The Counterparty shall not be entitled to any claim for withholding of Orders in such a situation.
12. In the absence of contractual provisions to the contrary, the Parties agree that payments will be made in the currency of the Polish Zloty.
13. Payment processing time is the Counterparty's burden, i.e. the time of payment execution will be considered the moment when the funds are credited to KENO's bank account.
14. If the Counterparty exceeds the payment deadline specified in the Order, KENO will charge the Counterparty with the costs of collection proceedings, in an amount not less than 5% of the value of the submitted Order.
15. Payments of amounts due shall be made to the KENO Account specified on the invoice or to the Factor's Account specified on the invoice if the Counterparty is covered by factoring services.
16. The Counterparty is not entitled to withhold payment due to warranty claims addressed either to KENO or to the direct manufacturer of the goods.
17. Unless explicitly stated at the time of payment, the payment will be credited to the amounts due under the furthest due invoices.
18. The Counterparty's submission of claims under the guarantee provided by KENO does not release him from the obligation to timely pay the full price for the ordered goods.

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1. The Seller (KENO) and the Buyer (Counterparty) in relation to the whole Assortment offered on the B2B platform, agree to exclude between themselves the application of the provisions of the guarantee for defects of the sold thing in case of sale between entrepreneurs on the basis of article 558 § 1 of the Civil Code.
2. KENO only guarantees goods that it manufactures itself, including connection switchgear, mounting structures, cables and others. Warranty documents for these Items are available on the dedicated B2B Sales Platform do-available at [B2B.keno-energy.com](https://B2B.keno-energy.com).
3. The warranty provided by KENO does not cover damage caused during transportation.
4. The claim procedure, in particular the time and manner of processing claims, is described in the warranty terms and conditions included in the individual warranty cards of the respective Assortment, located on the dedicated B2B Sales Platform.
5. KENO's liability for failure to resolve a complaint or failure to timely resolve a complaint shall be limited solely to the losses incurred by the Counterparty. KENO's liability for lost profits due to failure to resolve claims or failure to timely resolve claims is excluded.
6. By virtue of the warranty, regardless of its type, KENO shall not be liable in any way for damages caused by the malfunction of the goods, including material losses of the Counterparty's property, loss of financial benefit, or loss of data.
7. Products exchanged for new ones during repair are the property of KENO and are not returnable to the Counterparty.
8. Goods for which KENO is not the direct manufacturer are covered by the direct manufacturer's warranty. The detailed scope of the warranty, its duration, and the warranty procedure are specified in the warranty documents issued by the manufacturer.
9. KENO's liability to the Counterparty shall be limited only to the liability under the warranty provided for goods of which KENO is the direct manufacturer.
10. In justified cases, KENO allows the possibility of mediating claims with the direct manufacturer of the goods. The detailed rules of intermediation will be determined between the Parties in the form of an additional agreement. The decision to mediate the guarantee proceedings is at the sole discretion of KENO.
11. The Counterparty shall send a request to KENO to mediate warranty proceedings with the direct manufacturer immediately no later than 24 hours after the defect is found.
12. KENO either accepts or rejects the intermediary application, of which it informs the Counterparty through a message sent to the e-mail address indicated in the content of the registration application.
13. The Counterparty is obliged to check the quality of the goods immediately upon receipt. In the event that the Counterparty finds that the goods delivered by KENO are defective, the Counterparty is obliged to immediately notify KENO of this fact and then draw up a complaint protocol in writing and effectively deliver it to KENO using the form available on the B2B Platform or via e-mail to the following address: [reklamacje@keno-energy.com](mailto:reklamacje@keno-energy.com)
14. The parties agree that KENO's liability for damages due to delay in delivery of goods is excluded.

**§11  
RETURN OF NEW GOODS**

1. The provisions of this paragraph do not apply to matters related to the claim process.

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2. The Counterparty is required to report returns to KENO exclusively through the B2B Platform by submitting a completed request form. Return of new goods is possible only if KENO agrees. KENO may grant a return if the goods have not been used and the Contractor has reported the return within 14 days from the date of shipment. At the same time, KENO stipulates that returns are accepted only until 30 November each year – in the month of December each year, returns are not accepted, and in the month of January each year, the possibility of returning goods purchased in the previous year is excluded. Fulfillment of the above conditions does not constitute an assurance that consent will be given by KENO – KENO reserves the right to decide freely whether to consent to the return of new goods.
3. In the case of return of new goods, the Contractor may demand:
  - a) an exchange of the returned merchandise for another – for a surcharge on the price difference (if the price of the selected merchandise is higher than the returned merchandise) or a partial refund (if the price of the selected merchandise is lower than the returned merchandise) – or
  - b) a refund.
4. Once KENO has agreed to the return, the Counterparty is required to select one of the return options by logging into the B2B Platform and going to the MY ORDER RETURNS tab:
  - a) Courier – Gliwice Warehouse,
  - b) In person – Gliwice Warehouse,
  - c) In person – Jawczyce Warehouse.
5. The contractor agrees that within 7 days from the date of approval for return he will deliver the returned goods on his own and at his own expense to the address:

**Keno Sp. z o.o. – MAIN WAREHOUSE**

Dział Zwrotów (Returns department)  
ul. Gustawa Eiffela 15  
44-109 Gliwice  
phone no. +48 724-180-013

or

**ONLY IN PERSON:****Keno Sp. z o.o. oddział Warszawa (Warsaw branch)**

ul. Sadowa 19d  
05-850 Jawczyce  
phone no. +48 607-376-013

If the Contractor fails to deliver the returned goods within 7 days to one of the addresses indicated above, the reported return shall be considered ineffective, and the return report referred to in point 2, is automatically canceled. In this case, the Counterparty also loses the opportunity to make a return again within the scope of a given order.

6. The Counterparty is obliged to immediately inform KENO about any change in the method or date of delivery of the return by directing an appropriate e-mail to: [zwroty@keno-energy.com](mailto:zwroty@keno-energy.com).
7. Return of new goods is subject to a handling fee of 3% of their net value.

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8. Point 9 does not apply if the Contractor has requested an exchange of the returned goods for another in accordance with point 3 letter a.
9. Notwithstanding the provisions of points 9 and 10 returns, which require the involvement of more employees, are subject to an additional handling fee of PLN 250.00 net. For such returns, the time in which the return will undergo quality control may be extended.
10. Returns of goods covered by the promotion, or coming from an order on which a discount has been charged, are subject to the additional handling fee referred to in point 11, plus the amount of the discount granted, or the difference between the regular price and the promotional price.
11. In the case of return of new goods, all costs associated with the return of goods shall be borne by the Counterparty.
12. All risks associated with the return of new goods, in particular, the risk of loss or damage during transport shall be borne by the Counterparty.
13. Returned goods cannot be delivered in bulk and must be in a package that allows trouble-free unloading (e.g., in a carton or on a pallet).
14. Returns sent COD are not accepted.
15. KENO undertakes to accept the return on the date announced by the Counterparty.
16. In the absence of a notification, the return will not be accepted.
17. Agreeing to the return in the form requested by the customer, in accordance with points 3 – 5 does not constitute an assurance of unconditional acceptance of the return. KENO, upon receipt of the returned goods, will inspect the returned goods and make a decision to:
  - a) comply with the customer's request, i.e. to exchange the goods for another one in accordance with point 4 letter a, or a refund, in accordance with point 4 letter b;
  - b) change the terms of return if KENO, upon inspection, finds a significant reduction in the value of the goods, and therefore in proportion to the reduction in the value of the goods:
    - i) offer the Contractor an exchange for cheaper goods,
    - ii) reduce the amount of money returned to the Contractor,
    - iii) offer the Contractor an exchange for other goods in lieu of a refund, or vice versa;
  - c) refuse to accept the returned goods and returning them to the Contractor at his expense.
18. The right to return new goods does not apply to goods:
  - a) the purchase of which is not possible by placing an Order on the dedicated B2B Sales Platform on the day of the declaration of the desire to return new goods;
  - b) which by their nature are disposable goods, or which have been delivered on a special Counterparty's Order;
  - c) constituting rewards under promotions and loyalty programs;
  - d) in any way used, damaged, soiled, distorted, deformed or otherwise unfit for use due to other defects.
19. Points earned in loyalty programs for completed orders are forfeited if the goods from the original order (full and partial) are returned.
20. Failure to comply with the provisions of this paragraph will result in refusal to accept the return.

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1. KENO shall be entitled to terminate the contract with the Counterparty immediately upon written notice without any obligation to pay any compensation to the Counterparty or incur any costs in the event that the Counterparty:
  - a) delays payment of due amounts to KENO for more than 7 days,
  - b) violates the provisions of the trade cooperation contract,
  - c) does not fulfill any obligation towards KENO,
  - d) acts to the detriment of KENO or violates its good name,
  - e) if it is justified by the legitimate interests of KENO.
2. KENO reserves the right to terminate the contract with immediate effect upon written notice in case of:
  - a) the existence of doubts about the solvency of the Counterparty of which KENO was not aware at the time of registration on the B2B Platform,
  - b) submission by the Counterparty of an application for the initiation of bankruptcy proceedings or any restructuring proceedings,
  - c) subcontracting or assigning by the Counterparty to a third party the rights and obligations under the trade cooperation contract without prior approval of KENO.
3. If KENO terminates the contract with immediate effect for reasons attributable to the Counterparty, KENO shall have the right to:
  - a) claim from the Counterparty payment of remuneration for the executed part of the contract and payment of all costs and expenses of KENO until the termination of the contract with immediate effect,
  - b) charge the Counterparty with a contractual penalty of up to 10 percent of the value of the Order placed,
  - c) claim from the Counterparty compensation for damages in excess of the amount of the contractual penalty on general principles.

**§13  
FORCE MAJEURE**

1. By Force Majeure, the Parties understand an extraordinary event, beyond the control of the Party concerned, impossible to foresee and prevent, including when its avoidance would require taking measures whose costs would exceed the salvageable benefits. War, natural disaster in particular earthquake, fire, hurricane, tsunami, flood, strikes, riots, etc. are considered force majeure.
2. Neither Party shall be liable to the other Party, for any failure to perform the provisions of the contract, when they are caused by objectively independent causes, the occurrence of which could not be avoided even if the Party in question exercised due diligence.
3. The Parties agree that they will notify the other Party of the occurrence of force majeure circumstances without undue delay, but no later than within 3 days of its occurrence.
4. The Counterparty may not successfully invoke the circumstances specified in § 11 point 2 if:
  - a) he did not notify KENO of the occurrence of force majeure circumstances immediately, but no later than within 3 days from the date on which he became aware of its occurrence,
  - b) immediately upon learning of the force majeure circumstance, did not actually

and economically take any action to achieve the objectives provided for in the provisions of the contract.

5. If the circumstances of force majeure last for more than 30 days, KENO has the right to terminate the contract immediately upon written notice to the Counterparty without liability towards the Counterparty.

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## **§14 CONFIDENTIALITY CLAUSE**

1. The parties undertake to maintain strict secrecy of information of special importance acquired in the course of contract execution, in particular:
  - a) information on the organizational structures of the Parties, in particular, information on organizational charts, employee job structures, job descriptions and other information the disclosure of which could expose KENO to harm,
  - b) information of a technical nature or covered by trade secrets of the Parties, particularly regarding products, procedures, prices, operations, financial situation, the type of products offered, and the manner of their manufacture,
  - c) provisions of the contract, information on the course of negotiations, provisions of other contracts concluded between the Parties.
2. In the event of violations of § 12.1. by the Counterparty to the detriment of KENO, the Counterparty agrees to pay to KENO a contractual penalty in the amount of PLN 100,000 (in words: one hundred thousand zlotys). The contractual penalty shall be paid no later than 7 days from the time the violations are found and the Counterparty is informed of the found violations.
3. The parties undertake to protect confidential information of special interest to the other Party and to secure such information in such a way that unauthorized persons do not have access to it.
4. The parties undertake not to disclose confidential information to third parties without the express written order of the other Party. The parties undertake to use the information and documents obtained only to the extent necessary for the proper execution of the contract.
5. It does not violate the provisions of this paragraph for a Party to disclose information covered by secrecy at the request of authorized state authorities, based on relevant laws. In such a situation, the Party is obliged to inform the other Party of the disclosure within 7 days.
6. The confidentiality clause of the information provided shall be binding upon each Party for the duration of the contract and also after its execution, expiration and termination for the period of 10 years from the moment of occurrence of any of these events.
7. All data obtained during the implementation of the contract, after its completion, will be permanently deleted including the media on which they were transferred.

## **§15 INDUSTRIAL PROPERTY LAW AND COPYRIGHT LAW**

1. Plans, sketches, all documentation, as well as catalogs, brochures, samples, images, etc., are the property of KENO and as such are subject to applicable laws regarding their reproduction, distribution, imitation, copying, prohibition of unfair competition, etc.
2. Nothing in these GTS shall be construed as a grant by KENO of a license, transfer of copyright, or an obligation to grant a license or transfer of copyright in the future to any work created in the performance of the contractual relationship between the Parties,



## §16 PAYMENT SECURITY

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1. The repayment of receivables under the granted trade credit is to purchase goods may be secured by a blank promissory note issued by the COUNTERPARTY together with a promissory note declaration.
2. Bank guarantees, reverse factoring and accounts receivable insurance can also be used as collateral for repayment of trade credit.

## §17 PROTECTION OF PERSONAL DATA

1. KENO processes the personal data disclosed to it based on the Privacy Policy, available on the [keno-energy.com](http://keno-energy.com) website, the provisions of this paragraph, and in accordance with applicable laws, in particular the provisions of the GDPR, and the Personal Data Protection Act.
2. The purposes, grounds, and rules for the processing of personal data of the Counterparty, his employees, and other representatives and persons using the B2B Platform on his behalf by KENO are defined in the Privacy Policy, available on the website [keno-energy.com](http://keno-energy.com).
3. The Counterparty declares that he processes the personal data disclosed to KENO in accordance with applicable laws and that he is authorized to disclose such data to KENO. The Counterparty declares that the nature of the personal data disclosed does not include the categories of personal data specified in Articles 9 and 10 of the GDPR.
4. The scope of personal data disclosed to KENO includes, in particular: first and last names, addresses, e-mail addresses, telephone numbers, as well as NIP (Tax Id. No.) and REGON (National Business Registry No.).
5. KENO ensures the protection of the processed data from unauthorized access by third parties, even after the completion of the Order, and the termination of the use of the B2B Platform.
6. KENO and the Counterparty agree to cooperate in the proper fulfillment of the provisions of the RODO, in particular the provisions of Articles 32-36 thereof.
7. In the event of a suspected data breach, KENO and the Counterparty agree to:
  - a) promptly report the personal data breach to the supervisory authority and the person whose data has been breached,
  - b) provide, upon request by an authorized person, all information necessary to notify the data subject in accordance with Article 34(3) of the GDPR.
8. KENO and the Counterparty respectively undertake to assist each other through appropriate technical and organizational measures in fulfilling their obligation to respond to requests from third parties to whom the data relates in exercising their rights set forth in Articles 15 – 22 of the GDPR.
9. KENO and the Counterparty are obliged to respect and apply any guidance and recommendations issued by a supervisory authority or EU advisory body dealing with the protection of personal data.
10. KENO and the Counterparty shall promptly inform each other of any judicial, administrative or other proceedings concerning the processing of personal data.
11. The Counterparty allows KENO to entrust the processing of personal data to its subcontractors.

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12. The Counterparty will have rights under the entrustment agreement directly against the KENO subcontractor.
13. The Counterparty shall be entitled to verify compliance with the principles of personal data processing under the Privacy Policy, this paragraph and applicable laws.

## §18 FINAL PROVISIONS

1. The Counterparty may not assign or transfer obligations without the prior written consent of KENO under pain of nullity.
2. All comments and reports of violations of these GTS should be sent to the following e-mail address: [biuro@keno-energy.com](mailto:biuro@keno-energy.com).
3. During the term of the contractual relationship, the Counterparty undertakes to immediately inform KENO of any change regarding the Counterparty's address, person, or company, as well as any case in which the Counterparty has filed for its bankruptcy or restructuring.
4. Any amendment to or deviation from these GTS shall be in writing under pain of nullity. Reservations in documents, including confirmations of acceptance for execution, confirming delivery or acceptance shall not be considered an amendment to the GTS.
5. In matters not covered by these GTS, the provisions of Polish law, in particular the Civil Code, shall apply.
6. In case of any disputes, their parties will try to resolve them by negotiation, and in case of inability to render an agreement – in the absence of any contractual provisions to the contrary – the Court of competent jurisdiction for disputes that may arise from the interpretation of these GTS shall be the Court of competent jurisdiction for the registered office of KENO.
7. In the event that any of the provisions of the trade cooperation agreement are found to be invalid or ineffective, this circumstance will not affect the validity and effectiveness of the remaining provisions. If the provisions of the trade cooperation agreement are found to be invalid or ineffective, the provisions of these GTS shall be applied in their place.
8. KENO shall not be liable for any damages resulting from order downtime. In particular, KENO is not responsible for the Counterparty's lost profits.
9. KENO reserves the right to subcontract to other entities the performance of obligations arising from the contractual relationship created on the basis of these GTS.
10. KENO is entitled to amend or supplement these GTS at any time. Any changes to the GTS made during the term of a given contractual relationship between the Parties shall not affect its content, with the exception of provisions relating directly only to the rules of use of the B2B Platform, in particular, § 4 of these GTS.
11. The provisions of these GTS shall come into effect 24 hours after the publication of these GTS on the KENO Website.

## PALLET AND GENERAL CARGO COURIER DELIVERIES PRICE LIST

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### 1. Pallet shipments

TYPE OF PALLET	PALLET DIMENSIONS	NET PRICE
Half pallet	800x600 mm	PLN 180.00
Europallet	1200x800 mm	PLN 240.00
Maxi palette	1200x1200 mm	PLN 330.00
Pallet with PV modules	1800x1150 mm	PLN 330.00
	2100x1150 mm	
	2300x1150 mm	
Pallet with PV structure (2.22 m profiles)	2200x800 mm	PLN 330.00
Pallet with collectors	2100x800 mm	PLN 350.00
	2300x1150 mm	

### 2. General cargo shipments

SHIPMENT TYPE	MAXIMUM WEIGHT	NET PRICE
InPost parcel machine	up to 25 kg	PLN 23.00
Courier – parcel	up to 30 kg	PLN 26.00

### 3. Maximum dimensions

The longest dimension of the shipped item must not exceed 2.5 m.

### 4. Cost of pallets

For each incomplete pallet of modules, its cost of PLN 70.00 net is added. Photovoltaic modules of different sizes are packaged and placed on separate pallets.

### 5. Charge for changing or cancelling an order

If you change or cancel an already prepared order, you may be charged an additional fee.

### 6. Forwarding shipments

The cost of forwarding services is determined individually.