

General Terms and Conditions (B2B)

1. General

- 1.1. These General Terms and Conditions apply to all business relationships between Greens Solution Limited OÜ (Register: 17077969), Narva mnt 5, Kesklinna linnaosa, 10117 Tallinn, Estonia, Email: greens.solutionltd@gmail.com, Website: greenssolutionltd.com, hereinafter referred to as "Greens Solution," and the customer. The version valid at the time of contract conclusion shall prevail.
- 1.2. Deviating, conflicting, or supplementary General Terms and Conditions shall not become part of the contract, even if known, unless their validity is expressly agreed upon. Any conflicting prohibition of assignment is hereby expressly rejected.

2. Conclusion of Contract

- 2.1. Greens Solution's offers are subject to change without notice and are non-binding. Technical and other changes are reserved within reasonable limits.
- 2.2. By placing an order via email, phone, or other agreed communication channels, the customer declares their contractual offer to be binding.
- 2.3. Greens Solution is entitled to accept the contractual offer contained in the order within two weeks.
- 2.4. The contract is concluded subject to the reservation that, in the event of incorrect or improper self-delivery, Greens Solution may not perform or perform only partially. In the event of unavailability or only partial availability of the goods, the customer will be informed immediately, and the consideration will be refunded immediately.

3. Retention of Title

- 3.1. Greens Solution reserves ownership of the goods until full payment of the purchase price.
- 3.2. The customer is obligated to treat the goods with care while the retention of title exists. The customer must notify Greens Solution immediately of any change of ownership of the goods or change of address. The customer must compensate Greens Solution for all damages and costs resulting from a breach of these obligations and from necessary intervention measures against third-party access to the goods.
- 3.3. Greens Solution is entitled to withdraw from the contract and demand the return of the goods in the event of a breach of contract by the customer, particularly in the event of late payment.
- 3.4. The processing and treatment of the goods always take place in the name and on behalf of Greens Solution. If the goods are processed, Greens Solution acquires co-ownership of the new item in proportion to the value of the goods delivered by Greens Solution. The same applies if the goods are processed or mixed with other items not belonging to Greens Solution.

4. Remuneration

- 4.1. All prices published verbally or in writing are non-binding. The price excludes shipping, packaging, insurance costs, and environmental fees (e.g., WEEE). Insurance of the goods will only be provided upon the express request of the

customer and at the customer's expense. Environmental fees (WEEE) for electronic goods are charged separately as per EU regulations.

- 4.2. The customer undertakes to pay the price upon receipt of the goods within the agreed payment period.
- 4.3. In the event of default on more than one payment, all claims against the customer are due immediately.

5. Transfer of Risk

- 5.1. Shipping and collection of goods are at the customer's risk. The risk of accidental loss and accidental deterioration of the goods passes to the customer upon delivery, or in the case of mail-order sales, upon delivery to the third party designated to carry out the shipment.
- 5.2. When downloading and sending data via the Internet, the risk of loss and alteration of the data passes to the customer upon crossing the network interface.

6. Performance Disruptions

- 6.1. The customer must inspect the delivered goods for defects within a reasonable period and notify Greens Solution of any defects in writing within two weeks of receipt; otherwise, warranty claims are excluded.
- 6.2. Greens Solution reserves the right to repair, even repeatedly, and to replace the goods. Defects caused by the customer or third parties through improper handling or tampering are excluded from the warranty. In the event of a complaint, the customer must describe the defect precisely. The removal of markings, stickers, or other identification markings on the goods will void the warranty.
- 6.3. Hidden defects must be notified to Greens Solution in writing within one week of discovery.
- 6.4. The customer bears the full burden of proof for all claim requirements, particularly for the defect itself, the time of discovery, and the timeliness of the notification.
- 6.5. Defective goods must be returned to Greens Solution immediately. Unless there is a defect, the shipping and packaging costs for transport must be borne or reimbursed by the customer.
- 6.6. Transport damage must be reported immediately to the carrier; in such cases, the packaging must be retained until further notice to safeguard against any possible claims by the customer.

7. Limitations of Liability

- 7.1. Outside the scope of the Estonian Consumer Protection Act, Greens Solution's liability is limited to intent and gross negligence. Liability for slight negligence, compensation for consequential damages, financial losses, and direct or indirect damages is excluded.
- 7.2. Greens Solution is only liable for its own content on its website. To the extent that Greens Solution provides access to other websites via links, it is not responsible for third-party content.

8. Final Provisions

- 8.1. Estonian law applies, excluding the conflict of law provisions of private international law. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.

- 8.2. The place of jurisdiction for all disputes arising directly or indirectly from this contract shall be the Estonian court with local and subject-matter jurisdiction for the registered office of Greens Solution (Tallinn).
- 8.3. Should individual provisions of the contract with the customer, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision whose economic effect comes as close as possible to that of the invalid one.

As of: January 2025