



Freen Terms & Conditions

Version: 2026-03-02

1. About the Seller

These Terms and Conditions (the “Terms”) govern all sales of products offered by Freen directly to end users through the online shop operated at shop.freen.com, freen.com, or other Freen-operated platforms, and through other direct communication channels, including but not limited to email, website forms, remote consultations, or other distance communication methods.

These Terms apply exclusively to direct sales to end users and do not apply to sales made to distributors, resellers, dealers, or other intermediaries acting for resale purposes. Freen reserves the right to cancel Orders where it reasonably believes the Products are being acquired for resale.

Seller: Freen Systems OÜ

Registered address: Arenduse tn 6, 30328 Kohtla-Järve, Estonia

Registration number: 17415751

Email: contact@freen.com

Bank details:

Recipient: Freen Systems OÜ

IBAN: LT02 3250 0164 6473 3473

BIC: REVOLT21

Bank: Revolut Bank UAB

Bank address: Konstitucijos ave. 21B, 08130, Vilnius, Lithuania

The Seller is referred to as “Freen”, “we”, “us” or “our”.

2. Scope of Application

These Terms apply to all orders placed directly with Freen by:

- **Consumers (B2C)** – natural persons acting for purposes outside their trade, business, craft, or profession; and
- **Business customers (B2B)** – legal entities or natural persons acting in the course of business.

Orders may be placed through the online shop at shop.freen.com or through other direct distance communication methods, including but not limited to email

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correspondence, website inquiry forms, remote consultations, or similar communication channels provided by Freen.

These Terms constitute a legally binding agreement between Freen and the Customer once a Contract is concluded in accordance with Section 5.

Certain provisions of these Terms apply specifically depending on whether the Customer is a Consumer or a Business customer. Where this distinction is relevant, it is explicitly stated in the respective sections.

Nothing in these Terms shall exclude or limit mandatory rights granted to Consumers under applicable consumer protection laws. Where such mandatory provisions apply, they shall prevail over conflicting provisions of these Terms.

Freen may assign its rights or obligations to an affiliate without Customer consent.

3. Definitions

For the purposes of these Terms, the following definitions shall apply:

“Customer” means any Consumer (B2C) or Business customer (B2B) purchasing Products directly from Freen through the Online Shop or via other direct distance communication methods.

“Consumer (B2C)” means a natural person acting for purposes outside their trade, business, craft or profession.

“Business Customer (B2B)” means a legal entity or natural person acting in the course of business.

“End User” means the final user of the Product who acquires it for own use and not for resale.

“Products” means all goods offered for sale by Freen through the Online Shop or direct communication channels, including Freen-branded products and products manufactured by third parties.

“Order” means a purchase request submitted by the Customer either:

- through the Online Shop checkout process; or
- via direct communication channels such as email or website inquiry forms.

“Offer” means a quotation, proposal, or product configuration provided by Freen to the Customer prior to placing an Order.

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“Order Acceptance” means Freen’s confirmation of an Order, which may occur by:

- issuing an order confirmation;
- issuing an invoice; or
- dispatching the Products.

“Contract” means the legally binding sales agreement between Freen and the Customer formed upon Order Acceptance in accordance with Section 5.

“Completion Date” means the date by which the Products are intended to be delivered as confirmed by Freen, if such date is specified.

“Documentation” means operating manuals, technical instructions, installation guides, and related materials supplied with or relating to the Products.

“Technical Specification” means Freen’s standard description of the Product’s functionality and characteristics.

“Software” means any embedded or accompanying program provided with the Product.

“Services” means any additional services provided by Freen in connection with the Products, if applicable.

“Site” means the location where the Products are delivered, installed, or used.

“Limited Product Warranty” means the product warranty provided with the Product or made available by Freen.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Confidential Information” means any non-public commercial, financial, technical, or operational information disclosed by either party in connection with an Order or Contract.

“Force Majeure Event” means an event beyond reasonable control, including but not limited to natural disasters, war, strikes, pandemics, supply chain disruptions, or government actions.

“Taxes” means any applicable taxes including VAT, duties, or similar governmental charges.

“IPR” means all intellectual property rights including patents, trademarks, copyrights, and know-how.

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4. Products & Product Information

All product descriptions, specifications, drawings, images, manuals, performance data, compatibility information, and other content provided on the website or through direct communication are intended for general informational purposes only.

While Freen takes reasonable care to ensure that product information is accurate at the time of publication, Freen does not warrant that such information is complete, error-free, or up to date at all times.

Minor deviations in appearance, dimensions, labeling, packaging, or technical characteristics may occur and shall not constitute a defect, provided that such deviations do not adversely affect the safety or normal use of the Product.

Certain Products may be manufactured, branded, or warranted by third parties. In such cases, technical documentation, software, firmware, and warranty terms may originate from the respective manufacturer.

Product Change, Improvement & Lifecycle

Freen reserves the right, at its sole discretion and without incurring liability, to:

- alter the design, components, or technical configuration of any Product,
- improve Product performance or functionality,
- replace components with functionally equivalent alternatives,
- introduce updated versions, or
- discontinue Products or Services.

Such changes shall not be considered a defect or non-conformity provided that the core functionality of the Product is not materially reduced.

Freen does not guarantee the continued availability of any Product, spare part, software element, or Service.

Freen may discontinue the production, sale, support, or maintenance of any Product or component in accordance with its product lifecycle policies.

Where a Product has been discontinued (“End of Marketing” or similar status), Freen may:

- offer an updated or alternative Product at its discretion; or
- decline to supply previously available configurations.

Customers shall have no claim against Freen arising solely from:

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- Product redesign,
- technical evolution,
- lifecycle updates, or
- Product discontinuation.

Orders already accepted prior to a Product discontinuation shall continue to be fulfilled unless prevented by circumstances beyond Freen's reasonable control.

5. Ordering & Contract Formation

5.1 Online Shop Orders

By placing an Order through the Online Shop checkout process, the Customer submits a legally binding offer to purchase the selected Products under these Terms.

A Contract shall be formed only when Freen:

- issues an electronic order confirmation; or
- dispatches the Products to the Customer,

whichever occurs first.

The automated confirmation of receipt of an Order does not constitute Order Acceptance.

5.2 Direct Distance Orders

Orders may also be placed through direct distance communication channels, including but not limited to:

- email correspondence
- remote consultations
- website inquiry forms
- configuration discussions

In such cases:

- any quotation or Offer provided by Freen shall be considered an invitation to the Customer to place an Order;
- the Customer's confirmation of such Offer constitutes a legally binding Order.

A Contract shall be formed only upon Order Acceptance by Freen, which may occur through:

- written confirmation;

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- issuance of an invoice; or
- dispatch of the Products.

5.3 Right to Refuse or Cancel

Freen reserves the right, at its discretion, to refuse or cancel any Order (in whole or in part), including but not limited to cases of:

- product unavailability
- pricing errors
- incorrect Product configuration
- failed, reversed, or suspected fraudulent payment
- export control or sanctions restrictions
- compliance or risk concerns
- logistical infeasibility

Cancellation prior to dispatch shall not create liability for Freen.

5.4 Language of Contract

The language of the Contract shall be English unless explicitly agreed otherwise in writing.

Where translations are provided, the English version shall prevail in case of discrepancies.

5.5. Order of Precedence

In case of any inconsistency between:

- these Terms,
- any Offer,
- Order confirmation,
- invoice, or
- product documentation,

the following order of precedence shall apply:

1. Invoice
2. Order Confirmation
3. These Terms
4. Website information or marketing materials

6. Prices, VAT, Duties & Taxes

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6.1 General Pricing Rules

All prices are expressed in EUR unless stated otherwise.

Unless explicitly indicated, prices do not include:

- import duties
- customs charges
- clearance fees
- or local taxes outside the EU

Applicable VAT and delivery costs are determined based on:

- Customer type (Consumer or Business)
- delivery location
- ordering method (Online Shop or Direct Distance Order)

6.2 Online Shop Pricing

For Orders placed via the Online Shop:

- Prices are displayed on the website at the time of checkout.
- VAT is included or applied according to applicable EU VAT rules.

For EU private customers:

- Prices include VAT calculated according to the country of destination under the One Stop Shop (OSS) scheme where applicable.

For EU VAT-registered business customers:

- VAT may be applied at 0% under the reverse-charge mechanism, provided a valid VAT identification number is supplied during checkout.

6.3 Direct Distance Order Pricing

For Orders placed via direct communication (e.g. email or remote consultation):

- Prices are specified in a quotation or invoice issued by Freen.
- Delivery costs are stated separately unless expressly included.
- VAT is applied where legally required based on:
 - Customer status
 - delivery destination
 - applicable tax regulations

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The invoice issued by Freen shall define:

- Product price
- applicable VAT
- shipping costs
- and total payable amount

6.4 Delivery Terms, Import Duties & Taxes

For orders placed via online shop, the delivery terms are following, unless otherwise stated:

Delivered Duty Paid (DDP) for destinations where legally and operationally feasible.

Under DDP:

- import VAT and customs duties are included in the price where applicable.

Delivered At Place (DAP) for deliveries to:

- United Kingdom (GB)
- Switzerland (CH)
- Norway (NO)
- Iceland (IS)
- Liechtenstein (LI)

Under DAP:

The Customer is solely responsible for:

- import VAT
- customs duties
- clearance fees
- and any other charges imposed by local authorities or carriers.

For orders placed as Direct Distance Order, the delivery terms are set according to invoice. All customs, clearance, and import duties are subject to Customer sole responsibilities.

6.5 Customs & Import Responsibility

Freen shall not be responsible for:

- delays
- delivery failure

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- or additional costs

resulting from:

- customs procedures
- local import requirements
- or Customer's failure to provide necessary documentation.

7. Payment

7.1 Online Shop Orders

Payment methods available for each Order are displayed during checkout.

Unless expressly stated otherwise at checkout, full payment of the Order amount must be received prior to dispatch of the Products.

If a payment is:

- declined
- reversed
- cancelled
- or charged back

Freen reserves the right to:

- suspend Order processing
- withhold delivery
- or cancel the Order

without liability.

7.2 Direct Distance Orders

For Orders placed via direct communication channels, payment terms shall be specified in the invoice issued by Freen.

Depending on the nature of the Order, payment may be structured as:

- full prepayment
- partial prepayment
- staged payments (e.g. 50/50)
- or other agreed payment arrangements

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Dispatch of Products may be conditional upon receipt of the agreed payment instalment.

7.3 Payment Obligations

All payments must be made in accordance with the invoice terms where applicable.

Business customers are not entitled to:

- set-off
- withholding
- or deduction

unless required by mandatory law.

Failure to comply with agreed payment terms may result in:

- suspension of Order fulfilment
- delay in delivery
- or Order cancellation

at Freen's discretion. Freen reserves the right to charge interest on overdue payments where permitted by applicable law.

8. Delivery, Shipping & Risk

Products shall be delivered to the shipping address provided by the Customer at the time of Order placement. Freen may deliver Products in instalments where reasonable.

The Customer is solely responsible for ensuring that the delivery address and contact details are complete and accurate.

Delivery timeframes provided:

- on the website,
- during checkout,
- or in correspondence

are estimates only and do not constitute binding delivery dates.

8.1 Transfer of Risk

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Risk of loss or damage to the Products passes to the Customer upon delivery, meaning when the Products are handed over to:

- the Customer; or
- a person designated by the Customer; or
- the carrier engaged for delivery.

Risk passes upon delivery even where ownership has not yet transferred.

8.2 Failure to Accept Delivery

Failure by the Customer to accept delivery may result in:

- additional storage costs
- re-delivery charges
- handling fees

which may be charged to the Customer.

8.3 Retention of Title

Ownership of the Products shall pass to the Customer only after full payment has been received by Freen.

Until ownership has transferred:

- the Products remain the property of Freen;
- the Customer shall not pledge, resell, encumber, or otherwise dispose of them.

Freen reserves the right to reclaim unpaid Products where legally permitted.

8.4 Software Ownership

Ownership of any Software, including embedded Software, and all related intellectual property rights shall remain vested in Freen or its licensors at all times.

The Customer receives only a limited right to use such Software as intended with the Product.

Freen reserves the right to revoke Software use rights in case of non-payment or material breach of these Terms.

9. Inspection, Transport Damage & DOA

9.1 Delivery Inspection

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Upon receipt of the Products, the Customer shall promptly inspect them to verify:

- completeness
- absence of visible damage
- and conformity with the Order.

Any visible transport damage, missing items, or packaging defects must be reported to Freen without undue delay and no later than three (3) days after delivery.

If no such notification is received within this period, the Products shall be deemed to have been delivered in acceptable condition.

9.2 Failure to Accept Delivery

If the Customer fails to accept delivery, Freen may, at its discretion:

- arrange storage of the Products at a suitable warehouse; and
- treat such storage as completed delivery.

Any additional costs related to storage, re-delivery, or handling shall be borne by the Customer.

9.3 Software License Delivery

Where applicable, Software licenses shall be delivered electronically to the email address provided by the Customer.

9.4 Dead on Arrival (DOA)

A Product may be considered Dead on Arrival (“DOA”) if:

- it shows no apparent physical damage when unpacked; and
- fails to operate on initial start-up in accordance with the applicable Documentation.

Surface scratches or cosmetic imperfections that do not affect functionality shall not qualify as DOA.

DOA claims must be submitted:

- promptly after identification; and
- no later than thirty (30) days after the delivery,

together with relevant evidence.

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If a valid DOA claim is confirmed, Freen shall, within a reasonable time, provide a replacement Product.

9.5 DOA Exclusions

DOA shall not apply to:

- Products supplied for testing, demonstration, or prototype purposes;
- Products with physical damage;
- Products with damaged packaging (e.g. torn, broken, or crushed);
- Damage resulting from improper installation, misuse, incompatible systems, or failure to follow Documentation.

10. Use, Handling & Regulatory Responsibility

Following delivery, the Customer is responsible for the proper storage, handling, installation, integration, and use of the Products in accordance with:

- applicable Documentation;
- Technical Specifications;
- and any relevant instructions provided by Freen.

The Customer is solely responsible for:

- ensuring that the Products are suitable for their intended use;
- system compatibility and integration;
- obtaining and maintaining any required permits, approvals, or consents;
- and complying with applicable laws, regulations, and standards relating to installation, connection, or use.

The Customer acknowledges that the performance and safe operation of the Products may depend on factors outside Freen's control, including installation conditions and system configuration.

Freen shall not be liable for any damage, loss, or non-performance resulting from:

- improper handling or use;
- incorrect integration;
- failure to follow Documentation;
- or regulatory non-compliance occurring after delivery.

11. Right of Withdrawal (Consumers)

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Where applicable under mandatory consumer protection laws, Consumers may have the right to withdraw from a distance sales Contract within fourteen (14) days from the day the Products are received, without providing any reason.

Where such right applies:

- the Consumer must notify Freen of the withdrawal by a clear written statement;
- the Products must be returned no later than fourteen (14) days after the withdrawal notice.

Unless otherwise required by mandatory law, the Consumer shall bear the direct cost of returning the Products.

This right does not apply:

- to Business customers; or
- in situations where withdrawal is excluded under applicable law (for example, custom-made or sealed goods).

12. Returns & Refunds

Products may only be returned where:

- a statutory right of withdrawal applies; or
- Freen has expressly agreed to accept a return.

Returned Products must:

- be unused;
- complete;
- and in a condition allowing resale.

Products that have been installed, commissioned, or otherwise used are not eligible for return and shall be handled exclusively under the applicable warranty process.

12.1 Return Procedure

Where a return is permitted:

- the Customer must notify Freen in advance;
- return instructions may be provided by Freen;
- the Products must be returned within the applicable return period.

Unless required by mandatory law, the Customer bears the cost of return shipping.

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12.2 Refunds

Where a return is accepted, refunds shall be issued within fourteen (14) days after:

- receipt of the returned Products; or
- proof of return,

whichever occurs first.

Refunds shall be made using the original payment method unless otherwise agreed.

Freen reserves the right to reduce the refund amount to reflect any diminished value resulting from handling beyond what is necessary to establish the nature and functioning of the Products.

12.3 Used Products

If a Product has been:

- installed
- activated
- connected
- or otherwise used

any claims relating to performance or functionality shall be addressed under the applicable warranty process and not through returns.

13. Warranty Disclaimer & Reference

Product warranties are governed exclusively by separate, product-specific warranty documents supplied with the Product or made available on the relevant product page.

These Terms do not create, extend, or modify any warranty, whether express or implied.

Unless expressly stated otherwise in the applicable warranty document:

- warranty coverage applies to the Product itself and not to system performance, integration, or external conditions;
- warranty obligations arise independently of installation arrangements and are not conditional upon installation by Freen.

For third-party Products, warranty obligations may rest solely with the respective manufacturer.

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Except as provided in the applicable warranty documentation, Freen makes no additional guarantees regarding:

- performance in a specific system;
- suitability for a particular purpose;
- or compatibility with external components.

14. Third-Party Products

Where Products are manufactured or supplied by third parties, Freen acts as the seller but does not control product lifecycle decisions, documentation updates, or warranty terms issued by the manufacturer.

Freen shall not be liable for modifications, discontinuation, or support limitations imposed by third-party manufacturers.

15. Intellectual Property & Software

All intellectual property rights in the Products, embedded software, documentation, website content, and trademarks remain the exclusive property of Freen or its licensors.

Software included in or embedded within Products is licensed, not sold, and may only be used in accordance with its intended purpose and applicable license terms.

Reverse engineering, modification, or unauthorized use of software is prohibited unless permitted by mandatory law.

16. Limitation of Liability

Nothing in these Terms shall exclude or limit liability that cannot be excluded under applicable law, including liability for death, personal injury, or fraud.

To the maximum extent permitted by law, Freen shall not be liable for indirect, incidental, or consequential damages, including loss of profit, loss of revenue, loss of business, or loss of data, including system downtime or energy loss.

Freen's total aggregate liability in connection with any Order shall be limited to the amount actually paid by the Customer for that Order.

17. Force Majeure

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Freen shall not be liable for failure or delay in performance resulting from events beyond its reasonable control, including natural disasters, acts of government, war, strikes, pandemics, supply chain disruptions, or carrier delays.

18. Compliance, Export Control & Sanctions

The Customer represents and warrants compliance with all applicable export control laws, sanctions, and trade restrictions.

Products must not be exported, re-exported, or used in violation of such laws or for prohibited end uses.

Freen reserves the right to cancel Orders where compliance cannot be ensured.

Products are intended for civilian commercial or residential use unless otherwise expressly agreed.

19. Data Protection

Personal data is processed in accordance with applicable data protection laws.

For Orders placed through the Online Shop, personal data is processed as described in Freen's Privacy Policy available on the website.

For Orders placed via direct communication channels (such as email or inquiry forms), personal data is processed to the extent necessary to:

- manage the Order;
- deliver the Products;
- provide customer support;
- and comply with legal obligations.

Where required for the performance of services or technical support, Freen may process personal data related to the Customer or End User solely for the purpose of fulfilling its contractual obligations.

If additional data processing is required beyond standard order fulfilment, the parties may enter into a separate Data Processing Agreement where applicable.

20. Governing Law & Jurisdiction

These Terms and any disputes arising from them shall be governed by the laws of the Republic of Estonia.

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The courts of Estonia shall have exclusive jurisdiction unless mandatory consumer protection laws provide otherwise.

21. Contact

For questions related to Orders, delivery, returns, warranty, or technical support, Customers may contact Freen using the details below.

Customer support and returns inquiries:

support@freen.com

General inquiries and sales communication:

contact@freen.com

These contact channels apply to:

- Online Shop Orders; and
- Orders placed via direct communication.

Customers are encouraged to include relevant Order details in their correspondence to facilitate efficient handling of requests.

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