

## TERMS AND CONDITIONS OF SERVICE

Any terms and conditions of providing repair services which are not covered by these Terms and Conditions shall not apply.

### 1. DEFINITIONS

**Sole entrepreneur with Consumer's rights** – natural person carrying out commercial activity who has concluded an agreement with Service Provider for purposes that are not directly related to his or her business activity, based on the business category entered into Central Registration and Information on Business.

**Customer** – natural person, legal person or legal entity without legal personality who orders the repair or maintenance of the Device.

**Consumer** – natural person performing a legal act which is not directly related to his business or professional activity.

**Form** – the form enabling the valuation of repair available at: <https://rgbelektronika.eu/repair-quote/>

**Offer** – document provided to the Customer after receiving correctly fulfilled Form and damaged Device, which sets in particular technical details and scope of the repair, price of the service, period of validity of the Offer, terms and conditions of the sale, payment and warranty, as well as estimated duration of the repair.

**Terms and Conditions** – these terms and conditions of providing repair services by the Service Provider.

**Service Provider** – RGB Elektronika Spółka z ograniczoną odpowiedzialnością Spółka komandytowa (Limited liability company Limited partnership) with its registered seat in Wrocław, ul. Jana Długosza 2-6 bud. 7, 51-162 Wrocław, entered into register of entrepreneurs of National Court Register maintained by District Court for Wrocław-Fabryczna VI Commercial Division for National Court Register under registration number: 0000750271, tax identification number (NIP): 8951985034.

**Force majeure** – any circumstance or occurrence beyond the control of the Service Provider, regardless of being possible to predict at a time of making an Offer or execution of the provision of repair services agreement, for which the Service Provider is unable to exercise its duties.

**Contract (Agreement) for the provision of repair services** – the agreement between Service Provider and the Customer executed at the moment of acceptance of the Offer by the Customer under conditions fixed in these Terms and Conditions.

**Device** – device reported to the repair, delivered to the Service Provider by the Customer.

## 2. GENERAL PROVISIONS

The provisions of these Terms and Conditions are in force between the Customer and the Service Provider and determine terms and conditions of providing repair services by the Service Provider. Terms and Conditions are available in the seat of the Service Provider and at website:

<https://rgbelektronika.eu/terms-and-conditions-of-providing-repair-services/>

Any departures from Terms and Conditions or additional terms and conditions shall apply only upon earlier written agreement between Service Provider and the Customer under pain of nullity.

## 3. TERMS OF PROVIDING REPAIR SERVICES

- I. Defects can be notified by telephone at number: +48 71 325 15 05, electronically at: [biuro@rgbelektronika.pl](mailto:biuro@rgbelektronika.pl) or directly at Service Provider's office. Repair services are provided on the basis of the Form fulfilled by the Customer and delivered to the Service Provider directly or electronically at: [biuro@rgbelektronika.pl](mailto:biuro@rgbelektronika.pl). Correct fulfilment and delivery of the Form by the Customer is the condition of undertaking any actions by the Service Provider.
- II. In order to ensure proper realization of repair order, it is necessary to provide required data in the Form, in particular data of the Customer, data of authorised contact person, chosen valuation option (standard or express), description of Device and description of the defect.
- III. The delivering of the damaged Device to the Service Provider without procedure defined above in point 1, does not release the Customer from completion of the Form. In such case, after receiving confirmation of reception of the Device with the information about the availability of the Form, the Customer is obliged to deliver correctly fulfilled Form to the Service Provider. Any departures from the duty of delivering the Form will be applicable only in case of previous written arrangements between the Customer, and the Service Provider, under pain of nullity.
- IV. By ordering repair in the way defined above in point 1 or by delivering the Device to the Service Provider pursuant to point 3, the Customer confirms, that he or she has acquainted him- or herself with these Terms and Conditions and accept its content, which means that from the moment of sending the Form or the Device to the Service Provider, the Customer is bound by the provisions of these Terms and Conditions.
- V. Repair order requires the Customer to provide Service Provider with the following personal data: first and last name, company's data, e-mail address, telephone number. Legal basis for the processing of Customer's data is Article 6 Paragraph 1 Subparagraph b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as „GDPR”) which means that processing is necessary for the performance of a contract to which the

data subject is party or in order to take steps at the request of the data subject prior to entering into a contract.

- VI. Customer is entitled to choose the duration of valuation of the Device between two modes: express and standard, by marking appropriate option in the Form. Valuation in express mode is possible for a fee specified in the Form. In case of no possibility to verify the defect or no possibility of the repair, additional fee for express valuation shall not be charged.

Duration of the valuation of the Device is expressed in working days as follows:

a) In express mode: (1) for the Devices from electronics/automated technology group (a) if the Device has been delivered to the Service Provider until 12:00 a.m. of any working day, valuation will be done at latest at 12.00 a.m. of the following working day; (b) if the Device has been delivered to the Service Provider after 12:00 a.m. of any working day, valuation will be done at latest at 4.00 p.m. of the following working day; (3) for the devices from engines/servo-motors group, valuation time shall start from the next working day after the day of reception of the Device by the Service Provider.

b) In standard mode: for both groups of Devices: electronics/automated technology group and engines/servo-motors group – valuation time shall start from the next working day after the day of reception of the Device by the Service Provider.

Working days are regarded as days from Monday to Friday from 7:00 a.m. to 4.00 p.m

- VII. The Customer is obliged to cover costs of shipment of the damaged Device to the Service Provider. After receiving the Device, Service Provider will provide written confirmation of receiving the Device to repair with order number and forward the confirmation to the Customer electronically at e-mail address given by the Customer.
- VIII. While delivering the Device to the Service Provider, the Customer is obliged to place the Device in a suitable and safe package. In the absence of original package, the Device has to be packed in substitutive package in such a way as to minimize the risk of transport damages (i.e. filled free space around the subject inside the package, carefully taped package etc.). Service Provider is not liable for any possible transport damages caused by improper packaging of the Device. Customer is also obliged to attach to the package:
- copy of the parameters or a programme recorded on a data medium, if the Device is shipped in order to upload or update those parameters or a programme;
  - technical documentation of a Device (if possible);
  - complete set of devices, if the damaged Device is its part and does not function as a separate device;
  - precise written description of a defect along with the description of circumstances in which this defect occurred.
- IX. Before delivering the Device to the repair, the Customer is obliged to make backup copies of any information contained in Device's data medium, remove all personal data from the Device

and switch off all security passwords. Service Provider is not liable for the damage or loss of any data contained in data medium of the Device under repair, as well as for the legality of a software installed by the Customer in Device's memory.

- X. After receiving correctly fulfilled Form along with the Device, Service Provider will check the Device in mode chosen by the Customer (express or standard) in compliance with conditions defined in point 6 of this Section. Then, Service Provider will send the repair Offer or an information of no repair possibility or an information of no defect of the Device. Repair Offer specifies in particular technical details of a repair, scope and price of a repair, time of Offer validity, payment conditions, warranty conditions and assessed duration of the repair. In case of no possibility of verifying the defect or no possibility of a repair, Service Provider will not charge Customer with costs of valuation made in express mode.
- XI. In case of Customer's refusal to accept an Offer for repair, the Customer may be charged a fixed fee that reflect costs of disassembling and reassembling an engine of the Device borne by the Service Provider in course of verifying the defect notified by the Customer. The fixed net amount of a fee is 240 zlotys, however, the Service Provider guarantees that in case of no possibility of verifying the defect or no possibility of a repair, the fee shall not be charged.
- XII. Valuation period, mentioned in point 6 of this Section may be lengthened by the Service Provider due to reasons beyond Service Provider's control, in particular: no contact with the Customer, no technical information obtained from the Customer, no information about circumstances of using the Device by the Customer, no defect description or incorrect defect description of the Device by the Customer.
- XIII. The Customer accepts the Offer received from Service Provider by making payment of the remuneration specified in the Offer or electronically at: [biuro@rgbelektronika.pl](mailto:biuro@rgbelektronika.pl) in case of Offers with deferred payment date. Acceptance of the Offer in any way mentioned above confirms the execution of Contract for the provision of repair services.
- XIV. Assessed repair period is in any case specified in the Offer. Service Provider will not omit to provide repair without delay, however, duration of the repair depends on the scope of a damage and availability of replacement parts. Repair duration given in the Offer may be in any time lengthened by the Service Provider without any claims from the Customer.
- XV. In case of necessity of ordering new additional parts not covered in the Offer or performing additional services after commencement of the repair, Service Provider will send amended Offer which covers additional parts or services to the Customer (amendment of scope of the repair). Procedure defined in points 10-14 above shall be applied accordingly.
- XVI. In case of no repair possibility, Service Provider is entitled to refuse to perform Contract for the provision of repair services by sending notification at e-mail address given by the Customer. In such case Service Provider sends damaged Device back to the Customer and

returns payment of remuneration. In such case the Customer has no claims against the Service Provider.

- XVII. When the repair of the Device requires the use of spare parts or replacement of entire Device, Service Provider will replace original parts used by manufacturer with second-hand or spare parts or replace the entire damaged Device with the new one. Service Provider does not return damaged parts or damaged Device to the Customer, unless the parties decide otherwise in writing under pain of nullity.
- XVIII. Regardless of the mode of valuation of Devices specified above in point 6, Customer has a possibility to use service „Serwis 24/7”, which enables ordering repairs outside working hours, i.e. from Monday to Friday from 4:00 p.m. to 7:00 a.m., as well as on Saturday and Sunday. Repairs within „Serwis 24/7” service are ordered by telephone through 24-hour help-line at number: + +48 717 500 983. Use of this service is possible after completion of the Form and payment of the non-returnable fee referred to in „Serwis 24/7” price list available at: <https://rgbelektronika.eu/service-24-7/>.
- XIX. The fee mentioned above in point 18 is charged at latest at the time of delivering the Device to repair and does not depends on the result of repair. Service Provider will receipt Device at latest 4 (four) hours after receiving notification. Notifications related to downtimes in production caused by failures of industrial automated technology will be examined in the first place. Upon receiving Device to repair in this mode, verifying its technical condition and assessing possibility of repair, Service Provider will send to the Customer an Offer for repair containing its price and duration. Upon acceptance of the Offer by the Customer, Service Provider will commence the repair.
- XX. In case of Devices enumerated in a list available at <https://www.rgbautomatyka.pl/en/repair.html>, Customer can use „Naprawa ryczałtowa (flat-rate repair)” service which enables him to order repair of the Device upon one-off flat-rate payment in the amount fixed for that Device in a list available at: <https://www.rgbautomatyka.pl/en/repair.html>. Repairs in this mode are performer only on the basis of the Form fulfilled by the Customer which is available at: <https://www.rgbautomatyka.pl/en/repair.html> without earlier presentation of the Offer. Flat-rate repair is performed within 5 working days starting from the day of receiving the notification. Customer’s duties relating to appropriate packaging of the shipment and securing the Device during the repair specified above in points 8 and 9 shall apply accordingly.
- XXI. Devices which have:
- mechanical damages of PCB boards which are unlikely to be repaired;
  - visible signs of previous repairs performer by entities other than the Service Provider;
  - damaged components which are unavailable on the market or which do not have spare parts; are all not subject to flat-rate repair mentioned above in point 19.
- XXII. Engines of the Devices which have:
- fractured or broken crankshaft;

- visible signs of previous repairs performed by entities other than the Service Provider;
- damaged components which are unavailable on the market or which do not have spare parts; are all not subject to flat-rate repair mentioned above in point 19.

- XXIII. Within 14 days from the day on which repair of the Device was ordered or on which the Device was delivered to the Service Provider, Customer who is a Consumer or a Sole entrepreneur with Consumer's rights can withdraw from the Agreement for the provision of repair services by sending withdrawal notification at: [biuro@rgbelektronika.pl](mailto:biuro@rgbelektronika.pl). Specimen of the statement of withdrawal from the Agreement of providing repair services is attached to these Terms and Conditions as Annex no. 1.
- XXIV. Customer who is a Consumer or a Sole entrepreneur with Consumer's rights is allowed to demand repair of the Device before the expiry of the period in which Consumer can withdraw from the Agreement for the provision of repair services indicated in Point 22, by sending notification at: [biuro@rgbelektronika.pl](mailto:biuro@rgbelektronika.pl). Service Provider is entitled to charge Customer who is a consumer with costs incurred in connection with repair of the Device before receiving Customer's notification about Withdrawal from the Agreement. Specimen of the statement of demanding repair before the expiry of the period in which Consumer or Sole entrepreneur with Consumer's rights can withdraw from the Agreement for the provision of repair services is attached to these Terms and Conditions as Annex 2.
- XXV. If the repair of the Device is completed, the Customer or Sole entrepreneur with Consumer's rights who filed a demand indicated above in Point 23 is no longer entitled to withdraw from the Agreement for providing repair services.

#### **4. PAYMENT**

- I. Terms and conditions of payment for repair services are specified in the Offer.
- II. Service Provider issues a pro forma invoice and sends it to the Customer along with the Offer, provided previous reception from the Customer all data which enable its issuance. Payment for pro forma invoice is the condition of performance of the repair by the Service Provider. Service Provider will send the proper VAT invoice and send it to the Customer via post or electronically (after receiving declaration of consent to receive electronic invoices from the Customer) on the day of sending repaired Device back to the Customer.
- III. Payment for repair can be made by way of trade credit only in case of previous written consent given by the Service Provider. If Customer's financial situation does not enable payment on above-mentioned conditions, Service Provider can change payment's terms and conditions in such manner that full or partial payment is due on the basis of pro forma invoice. Service Provider can suspend, refrain or deem null and void any trade credit granted to the Customer. Joint amount of Customer's debt to Service Provider on account of unmatured

claims shall not exceed trade credit's limit fixed by the Service Provider. In case of exceeding this limit, Service Provider will be entitled to suspend execution of a trade credit.

- IV. The Customer is obliged to make a payment to the Service Provider within the time referred to in the VAT invoice or pro forma invoice, into the Service Provider's bank account indicated on this invoice, unless Service Provider and Customer decide otherwise in written under pain of nullity.
- V. Any rebates resulted from previous payments are not permissible. Due to any delays in the payment, Service Provider shall be entitled to charge statutory interest, from the due day to the day of full payment. In case of any infringement of payment's terms and conditions by the Customer or any other infringement, Service Provider will be entitled to refuse to perform services until all past due debts are fully paid.
- VI. Service Provider is entitled to waive from handing over the Device to the Customer until remuneration for services provided by Service Provider and other fees according to these Terms and Conditions are fully paid by the Customer.
- VII. If the Service Provider is obliged to issue a correcting invoice to a VAT invoice, on the basis of which Service Provider shall return payment to the Customer, return of the payment shall be made within 21 days from confirming receipt of the correcting invoice by the Customer.

## **5. RECEPTION OF THE DEVICE**

- I. Full payment for the performer repair service together with other related due costs i.e. valuation (both in standard and express mode) and transport costs is a condition of handing over the Device to the Customer after repair.
- II. Reception of the repaired Device can be made personally by the Customer in Service Provider's office or by sending the Device using courier services at the address given by the customer. Shipment's costs are paid by the Service Provider.
- III. Customer is obliged to accept the Device within the time specified by Service Provider in the notification informing about the accomplishment of the repair. If the Device is not accepted by the Customer within this time limit, the Device will be kept by the Service Provider at the cost and risk of the Customer, but no longer than to the additional time limit to accept Device set by the Service Provider. In such case, Service Provider will call the Customer to accept the Device within 7 (seven) days from receiving the call.
- IV. If the Customer does not, for any reason, accept the Device in an additional time limit mentioned above in Point 3, Service Provider shall be entitled to send the Device to the Customer at his/her cost and risk, along with accounting document issued by Service Provider for the Device's storage fee which is charged from the day of acceptance of the Device specified in the notification.



- V. If the Customer does not, for any reason, accept the Device in case mentioned above in Point 4 and the shipment containing repaired Device returns to Service Provider, Service Provider shall ultimately call the Customer to accept the Device within additional 5 (five) days. If the Customer does not accept the Device within this above-mentioned time limit, it shall be assumed that the Device has been abandoned by the Customer according to Article 180 of Civil Code and Service Provider shall be entitled to its disposal at Customer's cost and risk.
- VI. The Customer is obliged to return storage and disposal costs to the Service Provider within 7 (seven) days from receiving the call in this regard.
- VII. In case of delivering the Device using courier services, delivery of the Device shall be confirmed by written receipt drawn up by the courier.
- VIII. In case of Customer's refusal to accept the Offer made by the Service Provider, Customer is allowed to collect a device after 24 hours from notifying via e-mail a member of Service Provider's staff, who presented the Offer to the Customer.
- IX. In case of Customer's resignation from engine's repair that include its re-winding offered by the Service Provider, engine's reception or its delivery to the Customer may occur after 72 hours from receiving Customer's written resignation by the Service Provider.

## **6. WARRANTY REPAIR**

- I. Service Provider provides warranty for the repair of the Device (excluding software, which is embedded in the Device) for a period of 24 months from the day of issuance of VAT invoice for the performance of repair by Service Provider, unless otherwise provided in the Offer, subject to section 2 below. Service Provider is entitled to grant the Customer both longer and shorter warranty period than specified above and to waive from granting any warranty as well. Warranty covers entire repaired Device, unless otherwise provided in the Offer.
- II. 24-months warranty period mentioned above in section 1, shall not apply to consumable elements of Devices' engines such as bearings, seals, brushes, brake linings, pressure springs of device's handle and tangent surface of shaft with elements of drive's transmission. Service Provider provides warranty for the repair of the above-mentioned elements (excluding software, which is embedded in the Device) for a period of 12 months from the day of issuance of VAT invoice for the performance of repair by Service Provider, unless otherwise provided in the Offer. Customer is entitled to prolong warranty period for the repair of the above-mentioned elements for further 12-months period (to joint 24-months period) by ordering payable technical review of an entire Device's engine from the Service Provider within 1 month from expiry of primal 12-months warranty period.
- III. Customer who exercises the rights from Warranty should send the Device to Service Provider. If the warranty claim is justified, Service Provider shall cover shipment costs. If the Devices



of services claimed to be affected by the defect turn out to be defect-free, Customer is obliged to return costs incurred by Service Provider, including costs of transport, tests and related handling fees. Service Provider is not bound by any time limit to examine warranty complaint and lack of any reply to the complaint does not constitute its acceptance. Within its warranty duties, Service Provider shall repair the Device and when the repair is not possible, Service Provider shall return all repair costs incurred by the Customer.

- IV. If case of having any doubts regarding improper usage of the Device by the Customer, Service Provider shall require further information about usage of the Device from the Customer.
- V. In case of significant degree of exploitation of the Device under repair, Service Provider is entitled to refuse to grant warranty mentioned above in Point 1 or to grant warranty limited to specific parts of the Device.
- VI. Without prejudice to the above-mentioned provisions, Service Provider is not liable under warranty, if the presumed defect or non-compliance results from inappropriate use not in accordance with user's manual, improper installation, self-repair, modification, storage, transport or handling or other negligence. Warranty does not cover damages occurred due to use not in accordance with user's manual, in a manner inconsistent with Device's intended use, incompatible with power supply network and environmental conditions (such as temperature or humidity), mechanical damages, use of materials not recommended by the producer or repairs performed by unauthorised entity.
- VII. Warranty granted by the Service Provider is reserved exclusively to the Customer and is the only warranty which is granted to the Customer for Devices which are subjects of repair services.
- VIII. Subject, to other provisions of these Terms and Conditions, Section VI comprehensively regulates Service's Provider liability under warranty in the matter of the repair of the Device.

## **7. OTHER PROVISIONS**

- I. Customer is obliged to inform Service Provider about any change of his or her address, not later than within 3 (three) days from such change, or any correspondence sent by Service Provider to the last known Customer's address shall be considered effectively delivered.
- II. Service Provider is not liable for non-performance, improper performance or delayed performance of the repair, if: (1) non-performance, improper performance or delay has been caused by interruption of the production of Device's spare parts; or/and (2) non-performance, improper performance or delay has been caused by circumstances beyond the control of the Service Provider; or/and (3) non-performance, improper performance or delay has been caused by Force majeure in accordance with its definition and relevant law. If any of above-mentioned circumstances occurs, performance of a definite part of an Offer or a Contract

shall be suspended for the duration of this circumstance without any claims from the Customer nor Service Provider's liability to the Customer for any possible damages. If the duration of Force majeure is longer than 3 (three) consecutive months (or if it is reasonable to assume that the Force majeure is going to last for least for 3 (three) consecutive months), Service Provider shall be entitled to dissolve entire or part of the Contract for the provision of repair services or to rescind this Contract without any claims from the Customer.

- III. Service Provider's liability for damages to the Customer who is not a Consumer or a Sole entrepreneur with Consumer's rights is limited to the amount not exceeding the remuneration for the performance of repair service specified in the Offer with exclusion of any consequential damages such as lost benefits.
- IV. Any technical, commercial and financial data disclosed to the Customer, in particular data provided in protocol of the repair, are deemed confidential information of the Service Provider. Customer is not allowed do disclose this information to any third party nor to make use of this information in any purpose other than agreed between the parties in written.
- V. Customer is not allowed to transfer his or her rights and obligations resulted from the Contract for the provision of repair services without previous written consent given by the Service Provider. Customer who is not a Consumer, is not entitled to set-off his or her claims resulting from the Contractor any other claims against Service Provider with Service Provider's claims against Customer on the basis of Article 498 of Civil Code.
- VI. If any provision of these Terms and Conditions is deemed null and void or ineffective by any court or as a result of future legislative or administrative actions, remaining provisions of these Terms and Conditions do not automatically become invalid or ineffective. If any provision of these Terms and Conditions is deemed null and void or ineffective, such provisions are considered to be excluded from these Terms and Conditions while all remaining provisions shall still be valid and effective. In such case, all provision deemed null and void or ineffective shall be replaced by provisions of similar content, reflecting primal intentions of these provision, to the fullest extent permitted by the law.
- VII. Non-performance or delay in performance of any right resulted from these Terms and Conditions shall not be deemed as a waiver of this right, while one-off or partial performance of any right resulted from these Terms and Conditions does not prevent Service Provider from exercising this right or other rights resulted from these Terms and Conditions, other related documents or by force of law in the future.
- VIII. For issues not covered by these Terms and Conditions, relevant provisions of the Polish law, in particular relevant provisions of the Civil Code, shall apply. However, Service Provider's liability under provisions related to implied warranty for defects is entirely excluded in agreements with Customers who are not Consumers.

- IX. Any possible disputes between Service Provider and the Customer who is not a Consumer or a Sole entrepreneur with Consumer's rights, are submitted to the court of a venue proper for the seat of the Service Provider.
- X. Service Provider shall be entitled to charge the Customer with all costs borne for professional legal services in order to recover, exercise or defence legal claims resulted from the Agreement for the provision of repair services and to pursue them in court proceedings, stipulated that above-cited costs may excess legal representation costs reimbursed by the court. Service Provider shall be also entitled to demand from the Customer all costs borne for professional legal services necessary to defence Customer's claims in court proceedings, stipulated that above-cited costs may excess legal representation costs reimbursed by the court.
- XI. These Terms and Conditions have been drawn up in Polish and English language versions and are effective from 1 January, 2021. In case of each Contract for the provision of repair services, Terms and Conditions applicable on the day of its conclusion shall apply.

## 8. PRIVACY POLICY AND DATA PROTECTION

Privacy and data protection provisions have been included in Privacy Policy available at: <https://rgbelektronika.eu/privacy-policy/>.