

## GENERAL TERMS OF SALE

These General Terms of Sale (hereinafter called "Terms of Sale") are an integral part of all price offers and other offers made to Buyers by RGB Elektronika Spółka z ograniczoną odpowiedzialnością Sp. K., with its registered office in Wrocław, ul. Długosza 2-6, 51-162 Wrocław, entered into the Register of Entrepreneurs in the District Court for Wrocław-Fabryczna in Wrocław, 6th Economic Division of the National Court Register under KRS number 0000750271, Tax Identification number (NIP): 8951985034, phone: +48 71 325 15 05 (fee charged as for a standard connection – according to the service provider's price list), e-mail: [biuro@rgbelektronika.pl](mailto:biuro@rgbelektronika.pl) (hereinafter called "RGB"), and any purchase agreements whose object is RGB's sales and the Buyers' purchase of products included in RGB's product range (hereinafter called "Agreements"), unless RGB decides otherwise and conveys its decision in writing to make it legally binding.

Any conditions included in any document or documents issued by the Buyer contradicting these Terms of Sale or including additional provisions not stipulated in these Terms of Sale or contradictory to them shall not be taken into consideration by RGB and shall not be applicable to any sales transaction between RGB and the Buyer, nor shall they bind RGB in any way. The above shall apply both prior to and after issuing any document by RGB determining Terms of Sale or including a reference to Terms of Sale.

The term consumer is understood to be a natural person entering with an entrepreneur into a legal procedure which is not directly related to his or her professional or business operation (hereinafter called "Consumer").

### 1. PRODUCTS

These Terms of Sale concern products sold and/or distributed by RGB and included in RGB's product range (hereinafter called "Products"). Products included in RGB product range are both new and used or pre-owned Products. RGB wishes to make it clear that the used Products may come without the user's manual or original packaging.

### 2. ENQUIRIES/SALE OFFER

RGB replies to business enquiries on workdays, i.e. on days from Monday to Friday between 07.00 A.M. to 04.00 P.M. Business enquiries may be submitted with RGB by electronic mail at the address [biuro@rgbelektronika.pl](mailto:biuro@rgbelektronika.pl), by telephone on +48713251505 or in person at RGB premises. In reply to a business enquiry, RGB shall present to the Buyer an offer of Products sale (hereinafter called "Sale Offer") in person (in the event of the business enquiry being submitted in person) or by electronic mail - by sending it to the return e-mail address of the Buyer or another e-mail address, indicated by the Buyer. The Sale Offer shall specifically determine the type of Product, its price, delivery cost, the

Sale Offer's validity term, payment methods available, the condition of the Product, and the terms of guarantee.

The Buyer's submitting a business enquiry is tantamount to its agreement to these Terms of Sale, as well as its agreement to the Products' sale prices applicable on the day the business enquiry is made. The Buyer is obliged to accept the Sale Offer over the period of its validity by sending e-mail to the following RGB address: [biuro@rgbelektronika.pl](mailto:biuro@rgbelektronika.pl). The Sale Offer may also be accepted by the Buyer in person by its signing the offer, as well as it can take place by the Buyer's paying a pro forma invoice issued by RGB with regard to products included in the Sale Offer. Through acceptance of the Sales Offer, an agreement between RGB and the Buyer with regard to the sale of Products is concluded. RGB reserves the right to withdraw part or all of the Products included in the Sale Offer at any time without stating the reason.

In the event of a change to the above provided RGB data, RGB shall notify the Buyer in writing of such a change, which shall not constitute a change to these Terms of Sale.

### **3. DELIVERY OF ORDERS**

RGB shall make every commercially justifiable effort to abide by the dates of delivery of Products to the Buyer that it provides or confirms, on condition that the Buyer furnishes to RGB appropriately in advance any required data with a view to order delivery.

Product deliveries are carried out by RGB through a forwarder or a courier company. Delivery shall be deemed to be completed on handing over of the Products to the forwarder or courier. The Buyer is obliged to inspect the package upon receiving it from the forwarder or courier. Pursuant to art. 589 of the Civil Code, the ownership right to the Products is transferred to the Buyer upon its paying in full the price of the Products delivered (including taxes or other fees or charges, if such have been added to the price).

RGB insures the Products for the sum amounting to their purchase price. In the event of low Product stock, RGB shall be entitled to allocate available Products to Buyers at its own discretion, which may lead to selling and delivering to the Buyer a smaller number of Products than that stipulated in the Sale Offer or any Agreement.

### **4. PRODUCT PRICES**

The products' prices provided by RGB in the Sales Offer are expressed in Polish Zlotys (PLN), and net and gross (VAT included) values are included. In the event the Buyer is a non-resident within the meaning of the Act of foreign currency law of July 27th 2002, the payments between the Buyer and RGB shall be set in Euros (EUR) or American dollars (USD), assuming that Product delivery is made following the Ex-Works pattern. The net prices do not include any taxes, fees or similar charges payable currently or in the future in relation to the Products. Any taxes, fees or similar charges shall be added by RGB to the sales price if pursuant to legal regulations RGB is obligated or entitled to pay or

charge them, and the Buyer shall be obligated to pay them together with the price. The sales prices comply with the RGB pricing indicated in the Sale Offer. The price provided for each product is binding on the Buyer's making its order. RGB is entitled to change the prices of the Products indicated in the Sale Offer at any time, without providing the reason, having informed the Buyer of that fact in advance.

## 5. PAYMENT

The method of payment for the Products is determined in the RGB Sales Offer, stipulated in item 2 of these Terms of Sale. RGB accepts the below listed methods of payment for the products ordered, assuming that the delivery/personal collection take place in the territory of Poland:

- a) wire transfer into RGB's bank account;
- b) with the use of a bank card at RGB premises;
- c) with the use of Paypal service;
- d) cash on collection of goods;
- e) COD (cash on delivery).

RGB shall issue for the Buyer a pro forma invoice on presenting to the Buyer the final Sale Offer, on condition it has received data necessary to issue such an invoice from the Buyer. RGB's performing the order is conditional upon the Buyer's paying the pro forma invoice. RGB shall issue a VAT invoice and send it to the Buyer along with the Products ordered.

Payment for the Products may take place as an exception after they are delivered to the Buyer with a trade credit being applied exclusively in the event RGB grants its consent in writing for the payment to be made in such a manner. If anytime, by RGB's reasoning, the Buyer's financial standing does not justify sale of Products on the terms above, RGB may change the payment terms to such following which full or partial upfront payment on the basis of the pro forma invoice is required. RGB may accordingly suspend, delay or cancel any trade credit it has granted to the Buyer. The combined amount of the Buyer's debt to RGB on account of its orders and performing receivables unmatured within a given period must not exceed the limit of the trade credit set by RGB. In the event this limit is exceeded by the Buyer, RGB also reserves the right to withhold Product deliveries.

The Buyer is obligated to make payments to RGB within the time-frame specified on the invoice or pro forma invoice received from RGB, into RGB's bank account specified on the invoice or pro forma invoice, unless RGB and the Buyer decide otherwise in writing. If deliveries are performed in separate batches, each batch shall be separately invoiced, while the payment shall be made within the maturity timeframe for each batch.

Any price discounts on account of earlier payment are not accepted. On account of any delays in payment, RGB shall be entitled to work out interest at the statutory rate, from the maturity date to the day the payment is made in full. In the event of the Buyer's breaching the terms of payment with

regard to any fee or charge or in the event of the Buyer's any other breach, RGB shall be entitled to refuse to manufacture or deliver the Product until all outstanding payments are made.

## **6. FORCE MAJEURE**

RGB shall not be liable for non-performance or incorrect or delayed performance of the order if:

- a) the non-performance, incorrect performance or delay was caused by breaking of the Product's manufacturing process; or/and
- b) the non-performance, incorrect performance or delay was caused by circumstances beyond RGB's control; or/and
- c) the non-performance, incorrect performance or delay was caused by a Force majeure event, in accordance with the definition provided below and relevant legal regulations. In the event of any of the above specified cases of non-performance, incorrect performance or delay, performance of relevant parts of the Sales Offer or any Agreement shall be suspended for the duration of a given faultless non-performance without RGB's obligation or liability towards the Buyer on account of any damage resulting from the above.

The term "Force Majeure" means and includes any circumstances or events being beyond RGB's rational control, irrespective of whether they were predictable on the day the Sales offer was made or the Agreement concluded, due to which it is impossible to demand RGB to perform its commitments. Should a Force Majeure event last longer than (3) consecutive months (or should RGB rationally assume that the delay will last for three (3) consecutive months), RGB shall be entitled to terminate the Agreement in its entirety or part thereof or to withdraw from it or withdraw from a specific Order without any obligation towards the Buyer on this account.

## **7. RETURNS**

The Buyer may return the Products purchased within the non-extendible period of 14 (fourteen) days of the day of their delivery, with the decision on approval of such a return being exclusively RGB's. RGB shall approve of only such Products for return which, having undergone RGB's tests, do not show marks of usage, are not damaged, as well as are functional and intact.

Returned Products' shipping costs are incurred by the Buyer, unless the Parties decide otherwise in writing. In the event of a return being accepted, RGB shall return to the Buyer the price paid by it for the products decreased by the handling charge specified by RGB on account of the worked out costs of verification of the Products returned, however not lower than 20% (twenty per cent) of this price.

## **8. THE CONSUMER'S RIGHT TO WITHDRAW FROM AGREEMENT**

Pursuant to the Act on Consumer's Rights of May 30th 2014 (Journal of laws of 2014, item 827) the Consumer may withdraw from agreement without stating the reason for doing so within 14 days of the day the package was delivered. To comply with this time-frame, it is enough to send a statement

before it elapses (e.g. a letter by mail or an e-mail). a template for withdrawal from the Agreement has been included by RGB at the end of the Terms of Sale to be optionally used by the Consumer. In the event of an effective withdrawal from the agreement, it is deemed to never have been concluded. The consumer is obligated to return the goods purchased immediately, not later than within 14 days of the day it benefited from its right to withdraw. The products being returned RGB Elektronika Spółka z ograniczoną odpowiedzialnością Sp. K. must be sent to the following address RGB Elektronika Spółka z ograniczoną odpowiedzialnością Sp. K. ul. Długosza 2-6,51- 162 Wrocław.

The Consumer's right to withdraw from an agreement concluded remotely does not apply in relation to:

- a) an agreement on services, if the entrepreneur has fully performed the service with an express consent of the Consumer, who was informed before the commencement of the service that after the service was fulfilled by the entrepreneur, it would lose its right to withdraw from the agreement;
- b) an agreement where the deliverable is a non-prefabricated item manufactured according to the Consumer's specifications or serving to satisfy its individual needs;
- c) an agreement where the deliverable is items which, having been delivered, owing to their character, are inseparably connected to other items;
- d) an agreement where the deliverable is a sound or video recording or computer software delivered in a sealed package, if the package has been opened after the delivery;
- e) an agreement concluded through public bidding;
- f) an agreement on delivery of digital content which is not stored on a material data carrier, if the performance of the service commenced with the Consumer's express consent before the elapse of the time it had to withdraw from the agreement and after it was informed by the entrepreneur of its losing its right to do so.

The Consumer is responsible for taking proper care of the goods before they are returned to RGB. The Consumer is responsible for the goods' decrease in value resulting from the manner of using them exceeding what is necessary to establish its character, qualities and functionality. RGB is obligated to return to the Consumer any received payments, including the price of the product and shipping (excluding additional costs resulting from the method of delivery other than the least expensive one offered by RGB, chosen by the Consumer). The return of funds is processed according to the rules stipulated in item 9 of these Terms of Sale. RGB shall conduct the return of payment stipulated in this item 8, however not later than 14 (fourteen) days of reception of the Consumer's notification of its withdrawal from the agreement. None the less, RGB is entitled to withhold the return of payment until it receives the goods being returned or until the Consumer furnishes to it proof of sending thereof - depending on which of either occurrence takes place earlier.

## 9. RETURN OF FUNDS

RGB performs a return of funds with the use of the same method of payment as that applied by the Buyer, unless the Buyer has given its express consent to another method of return, with the proviso that it does not involve any additional costs to be incurred by RGB.

If the Buyer made the payment with the use of a wire, electronic or traditional transfer, the return of the amount due is performed into the bank account from which the initial payment was transferred. If the Buyer made the payment with the use of the cash on delivery method, RGB performs the return into the Buyer's bank account or transfers the funds with the use of a postal order, having established with the Buyer in advance the selected method of return and requesting it to furnish data necessary to make the payment with a wire transfer or a postal order.

RGB shall not be held liable for a lack of return of funds or a delay thereof in the event the Buyer fails to furnish to RGB the required data or the Buyer's response to such a request is incomplete, thus preventing an effective return of funds. RGB is also free of liability if the return has not been made or if it has been made with a delay due to the Buyer's conveying incorrect data necessary for a wire transfer postal order. The return of the amount due in such an event shall be made immediately after reception of correct data from the Buyer.

## 10. GUARANTEE

RGB grants the Buyer a guarantee on the Products (excluding guarantee on any software embedded in the Product) for the period stated on the VAT invoice starting the date the invoice was issued by RGB. RGB's only and exclusive liability and the Buyer's only and exclusive right on account of guarantee claims shall be limited, at RGB's discretion, either to replacement of a defective Product, or one failing to meet the above requirements, or to a repair of such a Product, or a substantial decrease in its price. RGB shall have a justifiable amount of time for such a repair, replacement or price decrease. In the event of replacement, Products failing to meet requirements or defective ones become property of RGB once the Buyer receives Products free of defects.

The Buyer, when exercising its entitlement on account of the guarantee, should send the Products to a place specified by RGB. When exercising its entitlement on account of the guarantee, the Buyer shall send the Product to RGB or a place specified by it in compliance with the following procedure: (1) RGB shall attach a claims form with a return shipping label, (2) the Buyer shall send a properly protected Product at a UPS outlet, or it shall notify RGB at the address [biuro@rgbelektronika.pl](mailto:biuro@rgbelektronika.pl) or by telephone at +48 713251505, of a convenient date and time when a UPS courier can collect the Buyer's Product, properly prepared for shipping – with the proviso that the above date requires RGB's confirmation. In the event the Buyer sends the goods without adhering to the procedure described above, RGB shall not be liable to incur the costs of goods' shipping exceeding 25.00 (twenty five) PLN net. In the event the Products claimed by the Buyer under the guarantee appear to be faultless or correct, and they are returned to the Buyer by RGB, the Buyer shall be obligated to compensate to RGB for any costs incurred by it in the process, including shipping, tests and handling costs related

to the above. RGB is not bound by any dates for investigating claims unilaterally set by the Buyer. RGB's lack of a response to the buyer's requests and claims under the guarantee does not in any way constitute acknowledgement thereof.

Notwithstanding the above stipulations, RGB does not hold liability under the guarantee if the goods' alleged fault or incorrectness were brought about as a result of environmental tests or excessive use, misuse, use incompliant with the user's manual, negligence, improper installation or an accident caused by improper repair, alteration, modification, storage, transport or operation. The guarantee does not cover for damage to goods resulting from operation non-compliant with the user's manual, incompatible with the Products' purpose, mechanical damage, incompatible with the requirements of the power grid and the ambient conditions (e.g. temperature, humidity), use of supply materials not recommended by the manufacturer or repairs undertaken by an unauthorised manufacturer's servicing outlet.

RGB grants the guarantee directly to the Buyer, as opposed to its clients, agents or representatives, and it replaces any other guarantees, both granted and implied, most notably any implied guarantees of usability for a specific purpose, sellability, or a lack of intellectual rights breach. This guarantee is the only guarantee granted by RGB to the Buyer on the Products purchased by the Buyer from RGB. With the provision of the stipulations of these Terms of Sale, this item 10 defines the whole of RGB's liability towards the Buyer not being a Consumer in relation to defective Products or those that do not meet the above specified requirements.

## 11. CLAIMS

In the event any defects of goods are noticed, the Buyer may exercise, at its choice, its guarantee or warranty entitlement, however with the proviso that pursuant to art. 558 of the Civil Code RGB excludes liability on account of warranty towards Buyers not being Consumers. The terms of guarantee are stipulated in item 10 of these Terms of Sale. RGB is liable towards the Buyer if the goods sold are physically or legally defective, while:

11.1. A physical defect shall be understood as the goods' non-compliance with the sale agreement, most notably if the goods:

- a) do not have the properties which goods of this kind should have owing to the purpose specified in the sale agreement or one stemming from the circumstances or intended use,
- b) do not have the properties about which the seller assured the Buyer within the scope specified in the sale offer, were handed over to the Buyer in an incomplete condition.

11.2. A legal defect shall be understood as the goods' noncompliance with the sale agreement, most notably if the goods:

- a) belong to a third party,
- b) are encumbered with a third party's right,

- c) limitation in the use or disposing of the goods stems from a decision or judgement of a competent body.

Damage to the goods or incompleteness thereof, or a lack of the user's manual of which the Buyer was informed before the purchase and agreed to shall not be deemed a physical defect.

In the event a defect of the goods is noticed, the Buyer is entitled to making a claim. a claim may be submitted: in person, by telephone, by registered mail, or by e-mail at the address [biuro@rgbelektronika.pl](mailto:biuro@rgbelektronika.pl). In the event a claim is made, the buyer is obligated to send the goods to RGB following the procedure described in item 10 of these Terms of Sale to RGB address for correspondence: RGB Elektronika Spółka z ograniczoną odpowiedzialnością Sp. K. ul. Długosza2-6, 51-162 Wrocław.

With a view to having the claim investigated, the Buyer should send or deliver the goods in question together with proof of their purchase from RGB (e.g. receipt, invoice, or proof of payment for specific Order).

RGB reserves the right to disregard claims if seals or codes placed on Products by RGB have been interfered in or damaged or in circumstances where it is observed that any party other than RGB has interfered in the Product.

The claim should at list include the first name, surname and the e-mail address used by the Buyer when making its order, specification of the goods which the claim concerns, as well as a description of reservations reported together with the Buyer's demand with regard to the claim being made. The claim submitted in writing should also include the Buyer's address for correspondence. If the above mentioned data is missing, the Seller may ask the Buyer to make it complete. As part of the claims procedure, the Buyer may demand the following:

- a) repair of goods;
- b) replacement of goods with ones free of defects;
- c) bringing down the price;
- d) withdrawal from the agreement - if the defect is substantial.

The time-frame for submission of a claim on the grounds of warranty is two (2) years of the day on which the goods were handed over to the Buyer not being a Consumer. The Consumer should report its claim within one year of the day on which the defect was observed. In the case of Buyers not being Consumers, the notification should be made immediately after the defect is observed.

RGB shall with no unnecessary delay take a stance on the claim made by the Buyer and it shall notify it on further proceedings.

In the event the claim is approved, RGB shall reimburse to the Buyer the costs it incurred of shipping the goods in question, as well as it shall cover the cost of reshipping the goods to the Buyer. The cost reimbursement is handled following the rules stipulated in item 9 of these Terms of Sale.



## 12. LIABILITY

RGB is held liable toward the Buyers on account of non-performance or incorrect performance of the agreement, however with the proviso that in the case of agreements concluded with Buyers not being Consumers RGB's compensation related liability towards the Buyers is limited to the amount which does not exceed the price at which the Products were purchased paid by the Buyer to RGB (with complete exclusion of any indirect damages, including lost gains).

## 13. WORN OUT ELECTRICAL AND ELECTRONIC DEVICES

Pursuant to the act of July 29th 2005 on worn out electrical and electronic devices (Journal of Laws, no. 180, item. 1495) the Buyer, purchasing electrical or electronic devices has the right to return old (worn out) devices of the same kind and in the same quantity to the store where the new purchase was made. RGB clients who wish to take advantage of this option are requested to send their worn out devices to the following address RGB Elektronika Spółka z ograniczoną odpowiedzialnością Sp. K. ul. Długosza 2-6,51- 162 Wrocław. The cost of shipping of the worn out devices is to be incurred by the Buyer.

## 14. CONFIDENTIALITY

Any technical, trade and financial data disclosed to the Buyer by RGB constitute confidential information and RGB's trade secret. The Buyer is not entitled to disclose it to any third party, nor shall it use this information for any other purpose than that agreed on in writing by the Parties.

## 15. EXPORT/IMPORT

Meeting any requirements arising from customs regulations and related to sales of Products beyond the borders of the Republic of Poland is the Buyers responsibility.

If delivery of Products is made dependent on granting an export or import license by the government administration units or any official body thereof in accordance with the binding decisions or provisions of law in force, or it is in a different respect limited or prohibited on the ground of laws or regulations of export or import control, RGB may suspend performance of its obligations and the Buyer's rights with respect to a given delivery until a required license is granted, or - respectively - for the duration of a limitation or prohibition. RGB may also terminate the agreement without bearing any liability towards the Buyer. Furthermore,

(1) if the end user's statement is required, RGB shall immediately inform the Buyer of that, while the Buyer shall furnish such a document to RGB at first written request;

(2) if an import license is required, the Buyer shall immediately notify RGB of that and furnish such a document to RGB as fast as it can obtain it. By accepting RGB's sales offer, concluding any Agreement with RGB or by accepting its Products, the Buyer agrees that it shall use the Products or

documentation related to them without breaching any binding regulations with regard to export or import control.

## **16. TRANSFER AND DEDUCTION**

The Buyer shall not transfer any of its rights or obligations under this Agreement without RGB's prior written consent. If the parties do not agree otherwise in writing, a possibility of the Buyer's deducting, also under art. 498 of the Civil Code, its debts arising from this Agreement with RGB's debts, as well as other debts which the Parties may have towards each other, is excluded.

## **17. THE LAW IN FORCE AND JURISDICTION**

Any sales offers, confirmations and Agreements shall be governed and construed in accordance with the Polish law. Any disputes arising from this Agreement, or in relation to it, the Buyer and RGB shall first and foremost try to settle in a conciliatory manner, in the spirit of mutual collaboration.

Any disputes, controversies or claims arising from or related to this Agreement which Parties are not able to settle amicably shall be settled before common court having jurisdiction over the location of RGB's registered office. The United Nations Convention on contracts of international sale of goods of April 11th 1980 (Vienna) does not apply to any offer (or Sales Offer), confirmation of Agreement.

## **18. TERMINATION OF AGREEMENT**

Without breaching any rights or assets which RGB may possess under the Agreement or the right towards the Buyer, RGB may, on the basis of the Buyer's written notice, terminate, effective immediately, the agreement or any part thereof without any obligation, if:

- a) the Buyer breaches any provision of the Agreement;
- b) any liquidation proceedings are undertaken or proceedings with regard to filing for the Buyer's bankruptcy are initiated; a trustee is appointed by the Buyer or a transfer is made to the benefit of the Buyer's creditors. On termination of the Agreement, the Buyer's all payments to be made to the benefit of RGB become immediately matured and due.

In the event of termination, cancellation or expiry of any Agreement, any stipulations, on account of their content, shall remain in force after such termination, cancellation or expiry.

## **19. MISCELLANEOUS PROVISIONS**

If any of the provisions of these Terms of sale are deemed null or ineffective by any competent court or as a result of future legislative or administrative action, such actions or decisions shall not nullify the other provisions of this documents or render them inefficient. If provisions of these Terms of sale are ultimately deemed to be unlawful or ineffective, these provisions are deemed to be excluded from these Terms of Sale, however all other provisions shall be still fully binding and effective, while all provisions deemed to be unlawful or ineffective shall be replaced with provisions of a similar

meaning, ones reflecting the initial intention of a given stipulation, within a scope allowed pursuant to relevant regulations of law.

Non-exercising by any of the Parties or a delay in exercising of any right or means arising from this Agreement shall not constitute waiver of such rights, while a single or partial exercising of any right arising from these documents does not exclude other or future exercising thereof, nor shall it prevent exercising any other rights under this Agreement, or documents related to it, or on the grounds of the law in force.

Any notifications in relation to this Agreement shall be made in writing and delivered to the Parties' addresses provided above, or to other addresses of which either Party may inform the other party in writing, in a manner specified in this Agreement. Notifications are deemed to have been delivered on their reception by the addressee. The Buyer shall not publish or cause publishing of any press advertisement or announcement, public announcement or any other announcement in relation to the transactions stipulated in this Agreement, nor shall it disclose any terms of this Agreement, unless it is required by the law, without RGB's prior written consent.

These Terms of Sale were made in the Polish Language.

## **20. PRIVACY POLICY AND PROTECTION OF PERSONAL DATA**

Detailed provisions regarding privacy policy and protection of personal data are included in the privacy policy available at <https://rgbelektronika.eu/privacy-policy/>.