

In order to avoid unnecessary delays related to the order reception process, you are kindly asked to complete the form in full and send it to us along with the malfunctioning device.

## ■ COMPANY INFORMATION

Name:	
TAX ID. (NIP):	
Registered office address (street, block/suite no., postal code, city):	Address for shipping (street, block/suite no., postal code, city):
Personal collection of device: <input type="checkbox"/>	

(Mark selected with )

## ■ CONTACT PERSON INFORMATION

First name, surname:
Phone:
E-mail:
E-mail of person authorised to handle payments:

## ■ DIAGNOSIS OPTIONS

### INDUSTRIAL ELECTRONICS

EXPRESS (diagnosis in up to 1 work day cost - 110 EUR net)	<input type="checkbox"/>
---	--------------------------

STANDARD (diagnosis in up to 7 work days, cost - free of charge)	<input type="checkbox"/>
---	--------------------------

(Mark selected with )

### MOTORS / SERVOMOTORS

EKSPRES + (diagnosis in up to 1 work day cost - 330 EUR net)	<input type="checkbox"/>
---	--------------------------

EKSPRES (diagnosis in up to 5 work day cost - 110 EUR net)	<input type="checkbox"/>
---	--------------------------

STANDARD (diagnosis in up to 10 work days, cost - free of charge)	<input type="checkbox"/>
--	--------------------------

## ■ DEVICE DESCRIPTION

Model:	Serial no.:
--------	-------------

## ■ FAULT DESCRIPTION

Brief description of the fault:
Error codes/information displayed on screens (if applicable):

I hereby declare that I have familiarised myself with the Repair Service Regulations made available to me by RGB Elektronika Agaciak Ciaciek Spółka Jawna with its registered office in Wrocław and I accept its provisions.

I hereby give consent for my personal data to be processed to an extent necessary for the purposes of performing repair services by RGB Elektronika Agaciak Ciaciek Spółka Jawna with its registered office in Wrocław pursuant to the Act of August 29 1997 on personal data protection (Journal of Laws of 1997, no. 133 item, 883 as amended).

## REGULATION OF REPAIR SERVICES DELIVERY

Any other conditions included in any document contradictory to this Regulation of Repair Services Delivery or containing additional stipulations not included in this Regulation of Repair Services Delivery or contradictory to it shall not be taken into consideration by the Service Centre, nor shall they bind the Service Centre in any way. The above shall apply both prior to and after issuing any document by the Service Centre determining or including a reference to the terms of repair services delivery.

### I. DEFINITIONS

**Customer** – natural or legal person reporting to RGB a device for repair/servicing;

**Form** – the diagnosis order form is available on the website of the Service Centre [http://www.rgbelektronika.pl/sites/default/files/Zlecenie\\_diagnozy.pdf](http://www.rgbelektronika.pl/sites/default/files/Zlecenie_diagnozy.pdf);

**Offer** – a document presented to the Customer after reception of a correctly filled in Form and the damaged Device specifying technical assumptions relating to the repair, the scope and price of the repair service, validity time of the offer, terms of sale, payment and guarantee, the existence of the requirement for the disassembly of the Device, the price for the disassembly of the Device and the price for the reassembly of the disassembled Device, as well as the estimated time of repair completion.

**Regulation** – this Regulation of Repair Services Delivery;  
**Service Centre** – RGB Elektronika Agaciak Ciaciek Spółka Jawna, ul. Jana Długosza 2-6, 51-162 Wrocław;

**Force Majeure** – any circumstances or events beyond the Service Centre's rational control, irrespective of whether they were predictable on the day on which the Offer was made or the Agreement of Repair Services Delivery concluded, due to which it is impossible to demand the Service Centre to perform its obligations;

**Agreement of Repair Services Delivery** – the agreement concluded between the Service Centre and the Customer through the Customer's acceptance of the Offer sent by the Service Centre on terms stipulated in this Regulation;

**Device** – a device covered by the repair service and delivered to the Service Centre by the Customer.

### II. GENERAL PROVISIONS

The provisions of this Regulation are binding in dealings between the Customer and the Service Centre and stipulate the terms and rules according to which the Service Centre shall deliver repair services to Customers. The Regulation is available at the premises of the Service Centre and on the website

[http://www.rgbelektronika.pl/sites/default/files/Regulamin\\_swiadczczenia\\_uslug\\_serwisowych.pdf](http://www.rgbelektronika.pl/sites/default/files/Regulamin_swiadczczenia_uslug_serwisowych.pdf).

Any departures from the Regulation or additional terms shall be applicable solely in the event there has been a relevant prior agreement between the Service Centre and a given Customer, null and void unless made in writing.

### III. RULES FOR REPAIR SERVICES DELIVERY

1. A defect can be reported by telephone on the number +48 71 325 15 05, by e-mail on the address [biuro@rgbelektronika.pl](mailto:biuro@rgbelektronika.pl) or in person at the premises of the Service Centre. Repair services with respect to Devices are delivered by the Service Centre based on the Form submitted by the Customer in person at the premises of the Service Centre or by e-mail on the address [biuro@rgbelektronika.pl](mailto:biuro@rgbelektronika.pl). The Service Centre's undertaking any action is conditional upon the Customer's effective submission of a correctly filled in Form.

2. In order to ensure correct delivery of a repair service, it is indispensable to provide required data using the Form, particularly those relating to the Customer or its company, as well as data of the person authorised for dealings with respect to the service, selection of a diagnosis option (standard, express or express plus), Device description, and defect description.

3. The Customer's delivery of a damaged Device to the Service Centre without performing the reporting procedure stipulated in item 1 above shall not release the Customer from the obligation to submit the Form. In such an event, having received from the Service Centre a confirmation of reception of the Device together with the information on the requirement for the assembly of the Device and relating to the availability of the Form, the Customer is obliged to submit with the Service Centre a correctly filled in Form. Any departures from the obligation of submitting the Form shall be applicable solely in the event there has been a relevant prior agreement between the Service Centre and a given Customer, null and void unless made in writing.

4. By submitting an order in a manner specified in item 1 above, or sending the Device to the Service Centre in compliance to the stipulations of item 3 above, the Customer confirms that it has familiarised itself with this Regulation and that it accepts its provisions, which means that once the Form has been submitted with the Service Centre or once the Device has been sent to the Service Centre, the Customer shall be bound by the stipulations of this Regulation.

5. Submission of a repair service order requires the Customer to make its personal data provided in the Form available to the Service Centre, including the following: first name, surname, company data, e-mail address, and telephone number. Submission of a repair service order is tantamount to the Customer's agreeing to have its personal data processed to an extent necessary for the service to be

delivered on terms stipulated in this Regulation, pursuant to the provisions of the act of August 29 1997 of personal data protection (Journal of Laws of 1997, no. 133 item 883 as amended).

6. The Customer is entitled to choose one of three times of Device diagnosis: (1) express plus, whereas, this option is available exclusively for Devices of engines/servomotors category, (2) express and (3) standard, by marking the relevant option in the Form. The diagnosis times differ for either option, depending on whether the Device belongs to the category "electronics/automatics" or "engines/servomotors". The diagnosis in the express plus and express options is possible only after the Customer pays an additional fee for the Service Centre in the amount stipulated in the Form.

Diagnosis duration is expressed in business days and calculated in the following manner:

a) In case of the express plus option: (a) if the Device was delivered to the Service Centre until 12.00 hrs of a given work day, the maximum time for the diagnosis completion is 12.00 hrs of the subsequent work day; (b) if the Device was delivered to the Service Centre after 12.00 hrs of a given work day, the maximum time for the diagnosis completion is 17.00 hrs of the subsequent work day;

b) for the express option: (1) for Devices in the category "electronics/automatics" (a) if the Device was delivered to the Service Centre before 12.00 A.M. of a given business day, the maximum time for diagnosis completion is 12.00 A.M. of the following business day; (2) if the Device was delivered to the Service Centre after 12.00 A.M. of a given business day, the maximum time for diagnosis completion is 05.00 P.M. of the following business day; (3) for Devices in the category "engines/servomotors" – the diagnosis time is worked out from the business day following the day on which the Service Centre received the Device.

c) for the standard option: both for Devices in the category "electronics/automatics" and "engines/servomotors" – the diagnosis time is worked out from the business day following the day on which the Service Centre received the Device. Only days from Monday to Friday at times between 07.00 A.M. to 05.00 P.M. shall be deemed to be business days. It is assumed that a single business day amounts to 24 (twenty four) hours.

7. The cost of shipping of the damaged Device to the Service Centre shall be incurred by the Customer. Having received the Device, the Service Centre shall issue a written confirmation of receipt of the Device for diagnosis along with the order number and convey the confirmation to the Customer by e-mail to the e-mail address provided to the Service Centre by the Customer.

8. When delivering the Device to the Service Centre, the Customer is obliged to ensure appropriate and safe packaging for shipping. In the event of a lack of the original packaging, the product must be packed in a replacement packaging in a manner minimising the risk of damage in transport (i.e. filled empty spaces around the item packed, packaging carefully secured with packing tape, etc.). The Service Centre shall be free of liability for any damage to the Device occurring in transport and resulting from improper packing by the Customer.

9. Prior to handing over of the Device for repair, it is necessary to perform back-up of the information stored on the Device's data carrier, remove any personal data from the Device and switch off any security passwords. The Service Centre shall be free of liability for damage or loss of data stored on the data carriers of the Device handed over for repair as well as for the legality of the software installed by the Customer in the Device's memory.

10. Having received a correctly filled in Form and the Device, the Service Centre shall conduct a diagnosis of the Device according to the option determined by the Customer (express plus, express or standard), following the rules specified in item 6 of this Regulation, and subsequently send the repair Offer or a statement of impossibility of repair of the Device or the information on no possibility to verify the defect of the Device, or a statement of the Device being non-defective to the return address provided by the Customer. The repair Offer shall determine most notably the technical assumptions for the repair, the scope and price of the repair service, validity time of the offer, terms of sale, payment and guarantee, as well as the estimated time of repair completion. It must be added to avoid doubt that a lack of defect of impossibility of the Device's repair shall not relieve the Customer from its obligation to pay the diagnosis fee and payment, if applicable, for the disassembly and /or re-assembly of the Device. The decision whether the diagnosis requires the disassembly of the Device may be undertaken exclusively by the Service Centre.

11. The diagnosis time stipulated in item 6 of this Regulation may be extended unilaterally by the Service Centre due to circumstances beyond the Service Centre's control, most notably: inability to establish contact with the Customer, a lack of technical information from the Customer, the Customer's failure to provide information relating to the Device's operational environment, or the Customer's failure to provide the Device's defect description.

12. The Customer shall accept the Offer sent by the Service Centre by making payment of the Service Centre's fee stipulated in the Offer or in writing, in the event of the payment option with postponed payment date, by sending an e-mail message to the Service Centre's following e-mail address: [biuro@rgbelektronika.pl](mailto:biuro@rgbelektronika.pl). The Customer's acceptance of the Offer sent by the Service Centre in any of the manners specified above shall constitute the Customer's confirmation of its entering into the Agreement of repair services delivery.

13. The estimated time of the Device's repair shall be each time individually determined by the Service Centre in the Offer. The Service Centre shall make every effort to ensure

that the services are delivered without unnecessary delay, with the repair time, none the less, depending on the type of damage and availability of spare parts. The time provided in the Offer may be at any time unilaterally extended by the Service Centre without the Customer's laying any claims on account of this.

14. In the event the repair has been commenced and there is a need to order additional parts or perform additional repair operations which were not included in the Offer, the Service Centre shall send to the Customer an altered Offer, including the additional parts or operations (a change to the scope of activities performed). The procedure stipulated in items 10-13 above shall be applied accordingly.

15. In the event the repair of the Device is impossible, the Service Centre shall be entitled to refuse to perform the Agreement of repair services delivery by sending relevant information to the Customer in writing, to the e-mail address provided by the Customer. In such an event, the Service Centre shall send the damaged Device to the Customer and return its fee for the repair service, if already paid to the Service Centre. In such an event, the Customer shall not be entitled to any claims on this account.

16. In the event the repair of the Device requires replacement of a part or replacement of the Device, the Service Centre shall replace the parts with new ones purchased from the Manufacturer, used ones or substitute parts, or it shall replace the Device with a new one. The Service Centre shall not return the damaged parts or the damaged Device to the Customer unless there is a relevant agreement between the Parties, null and void unless made in writing.

17. The Service Centre has the obligation to inform the Customer in the Offer about the requirement to disassemble the Device stating the cost of such disassembly (in case of selecting the express plus or express option, the Customer shall not bear the additional fee for the disassembly as such fee is included in the price of the repair service). In case when after the completion of the diagnosis requiring the disassembly of the Device or when the Service Centre receives the Device already dismantled by Customer, the Service Centre finds that there is no defect of the Device or the verification of the defect or the repair of the Device are not possible, the Customer may exercise the additional option to have disassembled Device assembled by the Service Centre subject to an additional fee specified in the Offer. In case of selecting the express plus or express option, the Customer does not bear any additional fee for the assembly of the disassembled Device as such fee is included in the price of the repair service.

### IV. PAYMENT

1. The terms of payment of the fee for the repair service are stipulated in the Offer.

2. The Service Centre shall issue a pro forma invoice to the Customer and send it along with the Offer, on condition that it receives the necessary data from the Customer. The commencement and delivery of the repair service by the Service Centre shall be conditional upon the Customer's payment of the pro forma invoice. The Service Centre shall issue a relevant VAT invoice and send it to the Customer by mail or in an e-mail message (having received from the Customer a correctly filled in declaration of acceptance of electronic invoices) on the day the repaired Device is sent to the Customer.

3. The payment of the fee for the repair services may be performed with a trade credit applied solely in the event the Service Centre granted its written consent prior to it. Should at any time, in the Service Centre's opinion, the Customer's financial standing fail to justify payment on the above terms, the Service Centre may alter the payment terms to such according to which full or partial advance payment is required based on a pro forma invoice. The Service Centre may accordingly suspend, delay or cancel any trade credit which it has granted to the Customer. The combined amount of the Customer's debt to the Service Centre on account of performing receivables unmaturing within a given period must not exceed the limit of the trade credit set by the Service Centre. In the event this time limit is exceeded, the Service Centre reserves the right to also withhold the trade credit.

4. The customer is obliged to perform payment to the Service Centre within the time indicated in the invoice or pro forma invoice to the Service Centre's bank account indicated in the invoice or pro forma invoice unless the Service Centre and the Customer decide otherwise and make their decision in writing to make it legally binding.

5. Any price discounts on account of earlier payment shall not be accepted. On account of any delays in payment, the Service Centre shall be entitled to work out interest at the statutory rate, from the due amount's maturity date to the day the payment is made in full. In the event of the Customer's breaching the terms of payment with regard to any fee or charge or in the event of the Customer's any other breach, the Service Centre shall be entitled to refuse to deliver the service until all outstanding payments are made.

6. The Service Centre shall be entitled to withhold handing over of the Device to the Customer until the Customer performs payment of the fee for the services delivered by the Service Centre and other due amounts in compliance with this Regulation.

### V. COLLECTION OF THE DEVICE

1. The Service Centre's handing over of the Device after the repair shall be conditional upon the Customer's performing payment of the service fee, including any costs incurred by the Service Centre on account of diagnosis (in the express

plus, express or standard option), with regard to the disassembly of the Device, the assembly of the disassembled Device and transport costs.

2. A repaired Device may be collected by the Customer in person at the premises of the Service Centre or through shipping the Device by a courier to the address provided by the Customer. The shipping costs shall be incurred by the Service Centre.

3. The Customer is obliged to collect the Device within the time-frame determined by the Service Centre in the notice of repair service completion. In the event the Device is not collected by the Customer within the time-frame determined by the Service Centre, the Device shall be stored by the Service Centre at the Customer's expense and risk, not longer, however, than until the time determined by the Service Centre for the Customer to collect the Device elapses. In such an event, the Service Centre shall call on the Customer to collect the Device within 7 (seven) days of its reception of the summons.

4. Should for any reason the Customer fail to collect the Device within the additional time determined by the Service Station stipulated in item 3 above, the Service Centre shall be entitled to send the Device to the Customer at its own expense and risk on the cash on delivery basis, along with an invoice issued by the Service Centre on account of the charge for warehousing the Device starting from the day on which, in accordance with the notice, the Device was to be collected by the Customer.

5. Should the Customer fail to collect the Device in the event specified in item 4 above for any reasons, and should the Service Centre receive the Device as a return delivery, the Service Centre shall issue to the Customer the final summons to collect the Device with the time set for collection at 5 (five) days. In the event the Customer fails to collect the Device within this time-frame, it shall be deemed that the Device has been abandoned pursuant to art. 180 of the Civil Code, and the Service Centre shall be entitled to utilize it at the Customer's expense and risk.

6. The Customer is obliged to compensate to the Service Centre the costs arising from warehousing and utilization of the Device within 7 (seven) days of the day the relevant summons is received by it.

7. In the event the Device is sent by the Service Centre by courier, the chit of the Customer's receipt of the Device from the courier shall constitute confirmation of receipt thereof.

## **VI. REPAIR GUARANTEE**

1. The Service Centre shall grant to the Customer a guarantee of the Device's repair (excluding any software embedded in the Device) for the period stipulated in the Offer, worked out from the day the VAT invoice is issued by the Service Centre.

2. The guarantee shall entail exclusively the scope constituting the object of the Device's repair, i.e. exclusively replacement parts/components constituting the object of the repair service.

3. Exercising its entitlements arising from the guarantee, the Customer should send the Device to the Service Centre. In the event the guarantee claim is justified, the shipping costs shall be incurred by the Service Centre. In the event the services claimed under the guarantee appear to be non-defective or correct, the Buyer shall be obliged to compensate the costs incurred by the Service Centre, including shipping costs, costs of testing, and any handling costs related to the above. The Service Centre shall not be bound by any time-frames for considering the guarantee determined unilaterally by the Customer, while the Service Centre's failure to reply to the Customer's demands and claims under the guarantee shall not constitute implied acknowledgement thereof in any way. When performing its obligations under the guarantee, the Service Centre shall conduct another repair of the Device, and in the event a repair of the Device is impossible, the Service Centre shall return the fee received on account of the repair to the Customer.

4. Notwithstanding the above stipulations, the Service Centre shall not hold liability under the guarantee if the alleged defect or incorrectness were brought about as a result of misuse, use incompliant with the user's manual, negligence, improper installation or improper repair undertaken by the Customer or any third party, alteration, modification, storage, transport or improper operation. The guarantee shall not cover for damage resulting from operation non-compliant with the user's manual, incompatible with the Device's 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.

5. The Service Centre grants the guarantee directly to the Customer 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 shall be the only guarantee granted to the Customer by the Service centre for Devices constituting the object of the repair service.

6. With the proviso of the stipulations of this Regulation, this section VI describes the whole of the Service Centre's liability towards the Customer in relation to the Device's repair.

## **VII. OTHER PROVISIONS**

1. The Customer is obliged to inform the Service Centre of each change of the address provided to the Service Centre

for correspondence purposes, not later, none the less, than within 3 (three) days of the change's taking place, under pain of deeming the correspondence sent by the Service Centre to the Customer's last known address to be effectively delivered.

2. The Service Centre shall not be liable for non-performance or incorrect or delayed performance of the obligation if:

(1) the non-performance, incorrect performance or delay was caused by stoppage of the manufacturing process of replacement parts for the Device; and/or

(2) the non-performance, incorrect performance or delay was caused by circumstances beyond the Service Centre's control; and/or

(3) the non-performance, incorrect performance or delay was caused by a Force Majeure event as defined herein and pursuant to 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 Offer or the Agreement shall be suspended for the duration of a given faultless non-performance without the Service Centre's obligation or liability towards the Customer on account of any damage resulting from the above. Should a Force Majeure event last longer than three (3) consecutive months (or should the Service Centre rationally assume that the delay will last for three (3) consecutive months), the Service Centre 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 Customer on this account.

3. The Service Centre's compensation liability is limited to the amount not exceeding the fee for the repair service delivery stipulated in a given Offer with complete exclusion of any indirect damage, including lost gains.

4. Any technical, commercial and financial data disclosed by the Service Centre to the Customer, and most notably data specified in the repair Protocol, constitute confidential information and the Service Centre's corporate secret. The Customer shall not be 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.

5. The Customer shall not be entitled to transfer its rights or obligations arising from the agreement of repair services delivery without the Service centre's prior written consent. The possibility of deducting The Customer's debts, also under art. 498 of the Civil Code, arising from this Agreement with Service Centre's debts, as well as other debts which the Parties may have towards each other, is excluded.

6. If any of the provisions of this Regulation 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 this Regulation are ultimately deemed to be unlawful or ineffective, these provisions shall be deemed to be excluded from this Regulation, 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.

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

8. To all matters not settled herein appropriate provisions of the Polish law in force, most notably the Civil Code, shall respectively apply.

9. This regulation was made in the Polish language and has been binding since April 13 2015.