

## GENERAL CONDITIONS OF SALE No. 1/2017

### § 1. DEFINITIONS

1. **Business Day** - any day from Monday to Friday with the exception of public holidays.
2. **Incoterms 2010** - International trade rules specifying the terms and conditions as applicable from 1 st of January 2011 as published by the International Chamber of Commerce; all the clauses mentioned in §5 GCS refer to Incoterms 2010.
3. **Confidential information** - technological information, technical information, or organizational information or other data of Radiolex or any of its counterparty which the Customer came into possession while in cooperation with Radiolex, and which are generally not open to the public, in particular all information and data that is a know-how of Radiolex or its contractors or an unpublished information concerning operation of services or production process of Devices will be considered confidential regardless of whether they were or were not marked by Radiolex as confidential; confidential Information shall not include any information which: (i) is or becomes generally known to the public through no fault by either of the Parties; or (ii) is in the possession of the Party prior to the disclosure, provided that the Party came into possession of this information in a manner consistent (iii) The Parties have obtained them from a third party, which came into possession of this information in a manner consistent; in case of doubt whether the information is the Confidential Information the Customer is obliged to verify this fact with Radiolex in writing to be valid; no response from Radiolex within 7 days from the date of receipt of the request in this regard is a confirmation that the information is confidential.
4. **k.c.** - Polish Civil Code Act or any other Act, which will replace the Civil Code under Polish law.
5. **The Customer** - the buyer of Devices or Services offered by Radiolex;
6. **GCS** - these General Conditions of Sale.
7. **Agreement - an agreement** between Radiolex and the Customer to perform the Services offered by Radiolex or sale of Devices; GCS are an integral part of the Agreement.
8. **Devices** - cabinets, electrical switchgears used in industry, construction, energy and ICT and other products that are currently offered by Radiolex.
9. **Services** - designing and industrial designing, CNC guillotine cutting, CNC water jet cutting, CNC punching and bending, pressure welding and welding of metal sheets, grinding and polishing, powder coating, switchgear and control panels fabrication, transportation and other services offered by Radiolex.
10. **Untypical Devices** - Devices that are not in the commercial offer of Radiolex or are in the commercial offer Radiolex however in accordance with the wishes of the Customer have to be modified to their needs e.g.. by performing punching, by changing the color of the coating, by changing the dimensions etc .; as long as it does not result directly from a given term, whenever reference is made in the GCS by Devices shall be understood as well as Untypical devices.
11. **Radiolex** - ZW Radiolex Sp. z o.o with its registered office at Przemysłowa 8, 83-000 Pruszcz Gdański entered in the Register of Entrepreneurs of the National Court Register kept by the Gdańsk-North District Court in Gdańsk, VII Commercial Division of the National Court Register KRS 0000188099, Tax identification number (NIP): PL5930105693, Statistical registration number (REGON): 008047053, with a share capital of PLN 180 000.
12. **Force majeure** - an external event, special, independent of the parties, unforeseeable before the conclusion of the Agreement, which includes events such as war, flood, hurricane, storm, snowstorm, long-term (exceeding 2 business days

in a row) no gas or electricity supply or lack of supply of major raw materials for reasons beyond the control of the Parties, which prevents or significantly hinders the realization of obligations by the Party under the Agreement.

13. **Parties** - the Customer and Radiolex.

### § 2. GENERAL PROVISIONS

1. Unless the following provisions do not indicate otherwise, GCS applies to all Agreements concluded between the Parties.
2. GCS are binding to the Customer at the moment of their delivery or before the conclusion of the Agreement or at the time when the Customer is allowed to become familiar with its contents Valid GCS are always available on the website: <http://radiolex.pl/pliki/lp.446.html> under Files tab.
3. Besides the Agreement, GCS are complete and exclusive regulations of shaping rights and obligations of the Parties in the field covered by the Agreement, and they exclude the fullest extent permissible scope of application of any other provisions of the contract, including in particular all kinds of standard contracts, regulations, general conditions of purchase or sale applied by the Customer. If for any reason the above exclusion was incompatible with the terms of the Agreement, which are an integral part of the GSC, then the acceptance by the Customer of the GCS is considered a disclaimer for not to apply the provisions of standard contracts, regulations and Customer's general terms which are contradictory or inconsistent with the GCS.
4. In the case of any existing contradiction between GCS and the Agreement that can not be removed, the Agreement applies.
5. The provisions of GCS are used in business transactions between parties who are entrepreneurs within the meaning of Art. 43 <sup>1</sup> kcRadiolex is not involved in consumer sales in the meaning of the Act of 27th of July 2002. *on the detailed conditions of consumer sales and on the amendment of the Civil Code.* The sale is effected on the basis of the rules of cooperation between business entities referred to in the previous clause.

### § 3. ORDERS AND CONCLUSION OF THE AGREEMENT

1. The agreement may be concluded by:
  - a) signatures by both parties on a single document which includes the text of the agreement;
  - b) presentation of the offer that includes contractual conditions to the Customer by Radiolex on its own initiative or in response to a Customer's inquiry and the acceptance of the offer / placing an order on the basis of this offer by the Customer; acceptance of the offer by the Customer in a manner modifying its terms, does not lead to the conclusion of the Agreement, but shall be deemed as submitting a purchasing bid by the Customer;
  - c) submitting a purchasing bid (the order) by the Customer and acceptance of this offer by Radiolex.
2. In case of any doubt, unless the text of the Agreement, the offer or its acceptance or GCS indicates otherwise the Agreement shall be considered concluded at the moment:
  - a) where as in 1 paragraph of point a) as of the date of the last-executed signature by the Parties on the document of the Agreement;
  - b) where as in 1 paragraph of point b) as of the date of informing Radiolex by the Customer about the acceptance of the offer by Radiolex without any modification;
  - c) where as in 1 paragraph of point c) as of the date when Radiolex informs the Customer about their acceptance of the offer by the Customer, subject to paragraph 3.

3. Radiolex is authorised to accept the modified order, which is binding on both parties unless the Customer fails to notify Radiolex immediately, but not later than within 2 business days from the date of receipt of the modified order, in writing of the non-acceptance of the modification of the order. In the latter case, the conclusion of the Agreement does not occur. Otherwise the Parties are bound by the Agreement in accordance to the the content of the order along with modified part of the order the contents of the declaration confirmation of order and GCS.
  4. The offer should contain at least the subject of the agreement, remuneration payable under this agreement for which the item is to be made and the date as to when it is to be made. The documents that do not contain all of the elements above shall not constitute the offer. Either party may require the party who sent the document containing only part of the elements referred to in the first sentence to clarify the remaining elements or it will be deemed that it is not a matter of will of the Agreement.
  5. The offer submitted by Radiolex is valid for the period specified in the offer. If Radiolex offer or confirmation of order requires prepayment, the condition for the opening and thereby also to complete the order is to pay the entire amount of the prepayment. Any contractual terms on the performance of the subject of the Agreement shall be automatically postponed by the period of delay in payment by the Customer prepayment.
  6. Radiolex may accept or refuse to accept the order (the purchasing offer) of Radiolex's Customer in the same form in which it was filed, or in the form of an e-mail within 2 weeks unless otherwise determined by the content of that order. No statement from Radiolex as to the acceptance or rejection of the Customer orders in this period will indicate a lack of acceptance of the order.
  7. Radiolex may resign from the implementation of the Agreement in the case if it considers that it is not able to implement the Agreement on acceptable terms and conditions, with notifying the Customer within 5 business days from the date of the confirmation of order. The Customer is not entitled to receive any claim against Radiolex whether compensation or any other.
  8. In the case of an order for the Untypical Device, Radiolex may make the execution of Untypical Devices dependant on prior providing of documentation or other explanations necessary for its proper execution by the Customer. The term of the implementation of the Agreement by Radiolex, unless the Parties explicitly agree otherwise in the Agreement, begins only upon receipt of all necessary documents to execution of the Untypical Device and prepayment if any was provided.
  9. In cases not covered by the confirmation of order the deadline for completion of the Agreement may be changed, of which Radiolex shall immediately inform the Customer. The Customer is not entitled to receive any claim against Radiolex whether the compensation or any other.
  10. If the Customer posses documents which exempts him from the obligation to pay duties or taxes on goods and services, it shall transmit the documents to Radiolex at the time of inquiry or order, on pain of, being not exempt from the obligation to pay these debts .When failure to comply, the Customer releases Radiolex from any liability in this respect.
  11. The customer may at any time, in writing to be valid, cancel the whole or part of the order, however it does not relieve him from the obligation to pay the entire price specified in the Agreement. The customer shall be liable to Radiolex for any damages caused by unjustified resignation from the whole or part of the order after the conclusion of the Agreement.
2. Unless clearly stated otherwise in the Agreement, all prices provided by Radiolex are net prices, to which Value Added Tax (VAT) shall be added on goods and services at the rates applicable at the time of the conclusion of the Agreement.
  3. Unless clearly stated otherwise in the VAT invoice issued by Radiolex, the invoice payment term is 14 days from the date of issue.
    4. Radiolex, at its sole discretion, may set an individual trade credit for the Customer. In order to ensure proper implementation of the payment for the Devices/Services and the delivery made in accordance with § 5 below, Radiolex may request the type of security of its own choice (promissory note, bank guarantee, a voluntary submission to enforcement etc.). In this case, the buyer's credit will be given no earlier than after the original document confirming granted security is received by Radiolex. If the gross value of the Customer's liabilities to Radiolex from orders that Radiolex has not received the payment for yet (both completed and in the process of implementation) and the order that is made exceed the limit of the trade credit granted to the Customer, Radiolex has the right to not accept or discontinue the implementation of a subsequent order until the payment to Radiolex is settled by the Customer to the extent that trade credit has not been exceeded or until receiving from the Customer the original document granting additional security of trade credit.
  5. In case of delay in payment, Radiolex is entitled to: (i) initiate proceedings to recover debts through court proceedings, which in effect charge the Customer with any costs that Radiolex had to incur in respect of these proceeding, including in particular, but not limited to the costs of recovery determined in accordance with Art. 10 of the Act of 8th of March 2013 *on the payment term in commercial transactions*, the costs of legal representation and court costs, as well as (ii) charging the maximum statutory interests in accordance with Article 359 of §2<sup>1</sup> of the Civil Code, (iii) immediately suspend the execution of the Agreements (iv) to withhold the acceptance or implementation of further orders from the Customer until the settlement of the payment by the Customer together with due interest.
  6. Costs related to the withhold of the implementation of the Agreements, including in particular, but not limited to: the cost of storing, warehousing, insurance of Devices insofar as they are not covered by the liquidated damages shall be borne by the Customer.
  7. In the case of having justified doubts as to the timely payment of claims of the Agreement or poor financial situation of the Customer, Radiolex reserves the right to suspend the execution of the Agreements concluded with the Customer and to refuse to accept the following order from the Customer until the Customer provides the security for the payment in form prescribed by Radiolex, about which the Customer shall be informed immediately.
  8. The payment date shall be the date of crediting the Radiolex bank account specified in the content of VAT invoice or the date of payment of debts in cash over the counter of Radiolex, depending on the method of payment agreed upon between the parties.
  9. The customer is not entitled to receive any claim against Radiolex whether compensation or any other under the activities described in section 4 *in fine*, point 5 (iii) and (iv) and 7.

#### § 4. PRICE AND TERMS OF PAYMENT

1. Radiolex will present current prices of Devices or Services to the Customer in the response of invitation to treat, the offer or in the confirmation of order.

#### § 5. TERMS OF LOGISTICS

1. Unless stated otherwise in the Agreement, Radiolex is preparing ordered Devices on the basis of EXW<sup>1</sup> Radiolex, ul. Siennicka 25, 80-958 Gdańsk k, on the date specified in the Agreement.
2. Radiolex for an additional fee agreed by the Parties, provides logistic services of the Devices in the form of: (i) delivery of Devices to the carrier or other person designated by the Customer at the plant of Radiolex, including their loading on the basis of FCA<sup>1</sup>; (ii) Delivery of Devices to the carrier designated by the Customer and concluding the contract of carriage to a destination on the basis of CPT<sup>1</sup>; (iii) providing Devices to the destination specified by the Customer or to a specific terminal/designated port and leaving them available to the Customer, or within the means of transport ready for unloading or after loading on the basis of DAP<sup>1</sup> or DAT<sup>1</sup>; (iv) providing duty paid Devices to destination specified by the Customer and leaving them available to the Customer on the means of transport ready for unloading, on the basis of DDP<sup>1</sup>; (v) preparation of Devices for transport through their packing or setting on a pallet with subject that for clauses FCA, CPT, DAP, DAT, DDP destination/terminal/port, place of destination where Radiolex is required to deliver Devices shall be determined by the Customer, no later than at the time of ordering. In case of lack of indication of destination/terminal/port by the Customer, means an order on the principles as in paragraph 1.
3. Parties allow the possibility of another transport after prior agreement.
4. Issue of Devices may be subject upon production of written authorization given by the Customer, for individuals to allow collection of the Devices.
5. If the Customer do not collect the Devices within the period specified in the agreement of sale, in a letter refusing the claim or the information on the removal of defects, Radiolex regardless of other entitlements due to him, can give them to a third party for safekeeping at the expense and risk of the Customer. In case of failure to collect the ordered Devices within 30 days from the date when they were to be received, Radiolex is entitled to their processing or sale to any third party at a price that the person is able to offer. Radiolex may claim payment of the difference in price from the Customer between the price at which the Customer had purchased the equipment from Radiolex and the price he received from the sale of the Device to a third party, regardless of contractual penalties for storage or warehousing of Devices.
6. If any damage to the Devices occurs while in transit commissioned by Radiolex to the entity maintaining professional business in transport/shipping, Radiolex or the Customer (depending on the passing of risk defined by Incoterms 2010) shall be entitled to claim compensation from the carrier in accordance with Convention on the Contract for the International Carriage of Goods by Road (CMR) signed in Geneva on 19th of May 1956.
7. Radiolex shall not be responsible for any failure or delay in delivery of Devices, if the delivery was commissioned to a professional entity conducting business in scope of transport/shipping. In this regard, Radiolex will provide all necessary assistance to the Customer to seek from the aforesaid carrier/forwarder compensation for damage caused due to non-delivery or delay in delivery of Devices.
8. If the risk of damage and loss of Devices is the responsibility of Radiolex, the Customer shall immediately but not later than within 2 business days from the date of delivery or the date on which delivery should have been made, report to Radiolex about non-delivery or damage of Devices. In the latter case, the report must be accompanied by a detailed photographic documentation of the damage. Notification of non-delivery or damage of the Devices shall be made in writing to be valid.
9. Lack of report about non-delivery or damage of Devices on the date specified in paragraph 8 above shall be considered as the execution of delivery on time and undamaged.
10. Properly carried out report about non-delivery of Devices or damage during delivery form the basis for an investigation by the Radiolex on its account directly from the carrier or forwarding agent entrusted with the execution of delivery. Until the completion of this procedure, any rights of the Customer to any kind of claims against Radiolex for non-performance or improper performance of the Agreement shall be suspended.
11. Radiolex shall immediately inform the Customer about the completion of the procedure with regard to the carrier/forwarder and its result, and on this basis the Parties will determine further proceedings in the case, in particular, indicate whether the Customer shall receive new Devices in place of Devices that have not been delivered to him or in place of the Devices that have been damaged, or if there is no basis for allowing the claim of the Customer.

## § 6. GUARANTEE

1. Radiolex grants the guarantee on the Devices it produces provided the Customer uses the Devices according to their characteristics and intended use and ensures their good quality and efficient operation of the principles as in Annex 1 to the GCS.
2. The parties agree that the liability of Radiolex under the statutory warranty shall be excluded.

## § 7. GENERAL RESPONSIBILITY

1. Radiolex shall not be responsible or liable for any damage caused due to failure to perform its obligations under the Agreement unless the damage occurred as a result of deliberate misconduct of Radiolex. Subject to paragraph 2 below, the above exclusion of Radiolex liability and responsibility is the most extensive exemption of liability in accordance with Polish law.
2. The exclusion of liability, as referred to in paragraph 1 above shall not apply to the liability of Radiolex under the guarantee, provided that all the premises under guarantee claims are maintained, dangerous product liability, as well as any other liability which can not be effectively disabled by the agreement of the Parties.
3. All exclusions and limitations of liability contained in GCS also apply to exclusions and limitations of liability of Radiolex employees and other individuals and legal entities acting on behalf of or for the benefit of Radiolex, in particular sales representatives, contractors and agents.
4. Radiolex shall not interfere in manner of the use and purpose of use of the Device. Any advices and technical recommendations which are given by individuals acting on behalf of Radiolex shall not constitute performance of any contractual obligations incumbent upon Radiolex or any binding usefulness ratings of Devices, but are provided as part of goodwill of Radiolex and are non-binding proposals for the use of ordered Devices. In the event that for the proper use of the Device purchased by the Customer it is necessary to appoint the expert staff by Radiolex, Radiolex is prepared to consider the appointment of such staff. In the case of this appointment, any information provided by the staff will be advisory in nature and subject to Article 473 § 2 of the Civil Code, Radiolex does not bear any responsibility for the consequences of the information provided by the staff.

<sup>1</sup> Incoterms 2010

## § 8. CONTRACTUAL PENALTIES

1. In the case of non-performance or improper performance of the Agreement, the Customer shall pay penalties to Radiolex: (i) for the delay in collecting Devices, in the amount of 0.5% of gross price for each uncollected Device specified on the VAT invoice for each day of delay, (ii) for the delay in collecting Devices after the end of the procedure provided in § 6 of GCS within the term set by Radiolex in amount of 0.5% of the gross price for each uncollected Device specified on VAT invoice for each day of delay, (iii) for withdrawal from the Agreement by Radiolex for reasons attributable to the Customer, in the amount of 30% of the price or remuneration specified in the Agreement increased by tax on goods and services due at the time of calculating the penalty.
2. Violation of §10 of GCS shall result in the obligation to pay a contractual penalty by the Customer in the amount of PLN 20,000.00 (say: twenty thousand) to Radiolex, for each violation.
3. Radiolex reserves the right to claim damages exceeding the amount of stipulated penalties.

## § 9. WITHDRAWAL FROM THE AGREEMENT

1. Except in the cases indicated in the content of GCS, Radiolex is entitled to withdraw from the Agreement in the event of gross infringement of obligations of the Agreement by the Customer despite a written request from Radiolex to their proper execution.
2. The request referred to in paragraph 1 above shall be sent to the Customer in the form of an e-mail and should include at least a three-day term to start the implementation of the obligations as in the Agreement. A request is deemed received by the Customer at the time of sending the e-mail by Radiolex, unless the Customer proves that he received the request at a later date. Radiolex is the only entitled to recognize whether there has been an event of gross infringement of obligations of the Agreement by the Customer.
3. Radiolex is entitled to withdraw from the Agreement on the basis as set out in the paragraph 1 within 30 days from the occurrence of any of the conditions for the withdrawal and at its own discretion may withdraw from the whole of the Agreement or the part of the Agreement non-executed by the Customer.

## § 10. CONFIDENTIAL INFORMATION

1. The Parties undertake not to disclose any Confidential Information, with exception where such disclosure is required by law or in connection with pending court or administrative proceedings in which the Party participates or the disclosure occurs with consent of the Party concerned.
2. In the event that either Party is forced to disclose any Confidential Information in case of one of the above situation, it shall immediately notify the other Party of such necessity. The obligation to maintain the secrecy of the Confidential Information shall continue even after the expiration or termination of the Agreement.
3. The Parties undertake to use Confidential Information solely in connection with the performance of the Agreement.
4. A Customer that performs the Agreement by working or cooperating with a third party is obliged to inform this third party about the duty of keeping Confidential Information in secrecy and effective enforcement of their obligation to maintain confidentiality to the same extent that the obligation applies to the Customer.

## § 11. PERSONAL DATA

1. The Customer consents to the processing of its personal data by Radiolex for the purpose of implementation of the Agreement in accordance with the Act of 29th of August 1997 *on the personal data protection*.
2. The customer also agrees to receive commercial information from Radiolex by means of electronic communication, in particular electronic mail in accordance with the Act of 18th of July 2002 *on electronic services*.
3. Radiolex archives orders in its internal data system. Data processed are not disclosed to unauthorised recipients by Radiolex.

## § 12. COPYRIGHTS

Radiolex retains all rights including copyrights in all fields of operation which are clearly not transferred to the Customer or any other third party or to which a license is not explicitly granted for the indicated fields of exploitation of all the illustrations, drawings, calculations and other documents, including in particular any documents that are marked as "confidential". Before transferring to a third party the Customer should obtain a clear consent in written from Radiolex under pain of nullity.

## § 13. RESERVATION OF TITLE OF THE DEVICE

1. The ownership of the Device ordered by the Customer passes to the Customer at the moment when the bank account of Radiolex is credited with a total price for a particular order, which means that to that date the Devices subject to this order shall remain the sole property of Radiolex. The above is independent of the passing of risk and maintenance costs of the ordered Devices as referred to above in GCS.
2. At a time when the Devices remain the property of Radiolex, the Customer shall maintain received Devices with utmost care. The customer is required to provide all the necessary protection and maintenance, as well as controls at their own expense in a timely manner and to the necessary extent.
3. The Customer is obliged to inform its creditors and contractors about the fact that the devices, which in accordance with paragraph 1 shall be the property of Radiolex and are not owned by the Customer, as well as of any security, encumbrances, etc. established in favour of Radiolex, regarding Devices whose ownership has passed to the Customer.
4. In the case of merging or mixing of the Devices owned by Radiolex with those not belonging to Radiolex in such a way that it is not possible or very difficult to restore their previous state, regardless of compensation claims of Radiolex, Radiolex becomes a co-owner of the newly formed from the merger or confusion of the object on conditions as in art. 193 of the Civil Code, while for the value of the Devices owned by Radiolex shall be considered the gross value of Devices (including VAT).
5. The Customer transfers to Radiolex all claims due from third parties arising from the merger of held Devices owned by Radiolex with real estate or movable property belonging to third parties as security for Radiolex in relation to the Customer.
6. The right to request the return of Devices which right of ownership has been reserved for Radiolex is the exclusive right of Radiolex. Neither the Customer nor any third party which is in possession of such Devices can not effectively require the return acceptance of these Devices and thus settle the claim for payment of the price with Radiolex or release itself from the obligation to pay for the Devices through their release to Radiolex without the written consent of Radiolex to be valid.

## § 14. CHANGES TO GCS

1. GCS can be changed by Radiolex at any time. Radiolex will make every effort to notify the Customer about changes to the GCS, in particular by posting an appropriate announcement on its website.
2. Unless the new GCS states otherwise, the new GCS shall come into force at the time of its announcement on the website: [www.radiolex.pl](http://www.radiolex.pl)
3. The entry into force of the new GCS shall not apply to the Agreements concluded before the entry into force of the revised GCS.

#### § 15. FORCE MAJEURE

1. Neither Party shall be liable for non-performance or improper performance of obligations under this Agreement caused by the Force majeure.
2. The Parties undertake to immediately notify each other about an event representing a case of the Force Majeure as soon as it occurs, or if it is not possible, as soon as it becomes possible under pain of losing the right to rely on that occasion.

#### § 16. FINAL PROVISIONS

1. The address specified by the Customer is the address for correspondence, unless the Customer explicitly and in writing to be valid, indicated to Radiolex another address for correspondence. The customer is obliged to inform Radiolex of each change of its mailing address in writing to be valid, subject that with the prior consent of the Parties information about change of the address for correspondence may be sent via e-mail.
2. The court of proper jurisdiction to settle any debates between the Parties shall be the court having jurisdiction over the registered office of Radiolex.
3. Any disputes shall be resolved in accordance with the Polish law. The use of the United Nations Convention on Contracts for the International Sale of Goods of 11th of April 1980, shall be excluded.
4. A transfer of rights and obligations of the Customer from the Agreement to a third party requires the written consent of Radiolex to be valid. Radiolex may, without the consent of the Customer, transfer the claim he is entitled to from the Customer to a third party.
5. The Customer is not entitled to deduct any of his debts owed to Radiolex with debts of Radiolex, without written to be valid the consent of Radiolex.
6. The consents as described in paragraphs 4 and 5 shall be sent to the Customer via e-mail.
7. In any cases not regulated in the GCS, the Polish legal regulations, in particular the Civil Code, shall apply.

#### Appendix 1 to the GCS No. 1/2017 CONDITIONS OF GUARANTEE:

1. Radiolex ensures that the Devices are made of good quality and are free from defects.
2. The guarantee is valid for 12 months from the date of release of the Device.
3. The guarantee only covers defects caused by the fault of Radiolex associated with defects in materials. The foregoing shall not affect the scope of the guarantee or guarantee provided by the manufacturer other than Radiolex. In this case the guarantee of Radiolex does not apply but the other manufacturer's.
4. Radiolex has the right to suspend the execution of the Customer's claims for guarantee until the settlement of all payments made under this Agreement or until the Customer provides evidence of

the original document as a confirmation of securing their payment in the form specified by Radiolex. Radiolex shall not be liable for damages or any other in relation to the Customer in the case of exercise of this right.

5. In the case of unjustified complaints Radiolex has the right to charge Customer with costs of the complaint proceedings.
6. The period for notifying defects expires within 2 business days after the end of the guarantee period, provided that the defect occurred during the guarantee period.
7. The notification of defects shall be send via e-mail to the address: [reklamacje@radiolex.pl](mailto:reklamacje@radiolex.pl)
8. Notifications delivered in a different form may not be taken into account. Whenever possible, the customer shall attach the photographs of the claimed defect as detailed as possible
9. Unless the parties determine another way to verify by Radiolex the reason of the defect, the Customer shall immediately after reporting a defect, at his own expense, deliver the faulty Device to Radiolex.
10. The Customer is obliged to make a reasonably accurate inspection of the Device received at the time of its release and under the pain of the loss of these rights in the future, shall report any visible damage of the Device. The notification shall be made on the document confirming the receipt of the Device, otherwise being null and void.
11. The notification of the defect shall be made immediately after its discovery by the Customer, but no later than within 2 business days from the date of the disclosure.
12. Radiolex will make every effort to ensure that, within 14 business days from the receipt of the complaint form or faulty Device (whichever is later) to evaluate the technical equipment on the basis of which determines whether the defect is or is not covered by the scope of the guarantee. Radiolex shall notify the Customer about the results of the technical evaluation along with information about the acceptance or refusal of the complaint.
13. In an event of accepting the complaint, Radiolex shall rectify faults and defects within term about which the Customer shall be informed Radiolex shall notify the Customer about the removal of defects and inform about the term within the Customer is obliged to collect the Device. Radiolex shall decide about the manner of remedy of the defect i.e to replace the defective Device on free from defects or to remove defects.
12. In an event of accepting the complaint, the responsibility of Radiolex is limited to the repair or replacement of the Device at the discretion of Radiolex. Radiolex shall not bear any liability for any damages, in particular any potential or consequential damages incurred by the Customer or third party due to interruptions in access or inability to use the Device for the time when it remains flawed, also shall not bear the cost of replacement (assembly and disassembly) and transport of defective Device to the place of repair unless it is proved that that the damage was caused by Radiolex intentionally.
13. The guarantee period is extended by the duration of the repair. To the date of service, the period in which the Device remained at the point of guarantee service of Radiolex upon notifying the Customer that the Device is ready to collect after the repair, shall not be included.
14. After recognizing the Customer's complaint, Radiolex returns the Device to the Customer by informing the Customer that the Device is ready to collect at the location indicated by Radiolex.
15. The damage is considered to be effectively removed in the case where within 2 business days from the date of the release of repaired Device, the Customer not raised in the form as in paragraph 8 any objections as to how to defect was removed. Any reservations made after the period referred to in the preceding sentence shall be considered as a new defect complaint.
16. Radiolex guarantee does not apply if:

- a) The Device has been tampered with or modified, unless the change or modification has been done by Radiolex or previously approved in writing to be valid by Radiolex;
  - b) The Device has been repaired by unauthorized persons who do not have the required regulatory approvals, licenses or certificates, or these persons otherwise manipulated in these Devices;
  - c) The Devices are not used in accordance with their application under the Agreement or the information provided by the Customer of Radiolex during the manufacturing process, and relevant to the production process of the Device (in particular, when the Device is operated in a place with a more aggressive corrosive atmosphere than it appeared from the information provided to Radiolex by the Customer;
  - d) The Devices are not stored under appropriate conditions, and the packaging used to store them have not been unsealed to prevent moisture condensation between the powder coating of the Device and packaging film;
  - e) Bending of element of the Device after powder coating, has not been preceded by tests confirming the tightness of the applied coating paint;
  - f) The materials used during the assembly of the Device such as: the mass, adhesives, sealants, lubricants, coolants, mortar, adhesive tapes, etc., were in contact with the surface of the Devices covered with varnish coating and did not have a neutral PH and contained substances harmful to the applied surface coating;
  - g) After installation of the Devices, the instruction for maintenance of coatings contained in the Powder Coatings Maintenance Instruction, forming Annex 2 to the GCS, has not been followed;
  - h) The Device do not have the original RADIOLEX marking on the front of the Device and the CE mark with manufacturer marking, type, and date of production of the Device;
  - i) The Devices are not subject to mandatory technical inspections and maintenance provided for in its manuals;
  - j) The Devices do not have a protection established by the manufacturer or an authorized entity performing guarantee repairs;
  - k) damage resulted due to a change of mounting space of the Device;
  - l) Device defects resulting from mechanical damage;
  - m) The defect arises due to materials being inadequate to the environment, in which the Device is to be mounted or stored, with the Customer or a person acting on its behalf has made the choice of the material or Radiolex has not been informed about the nature of the environment in which the device will be installed or stored by the Customer; inadequacy, referred to above shall be assessed based on the Polish standards in particular PN-EN ISO 12944-2:2001.
19. In exceptional cases, Radiolex may undertake repair or replace the Device also in a situation where in accordance with the abovementioned points the guarantee does not apply. Repair or replacement may be at the discretion of Radiolex free of charge or payable. In the event of accepting the repair or exchange as payable, Radiolex begins a repair or replacement upon receipt written acceptance of the price/remuneration for the repair/replacement by the Customer.
20. Undertaking of the repair or replacement of Device on the basis as in paragraph above is not tantamount with the recognition of the complaint/legitimacy of the notification of defect or any responsibility of Radiolex for the defect.
- Appendix 2 to the GCS No. 1/2017 POWDER COATINGS MAINTENANCE INSTRUCTIONS:**
1. The manual sets out the principles to be followed when cleaning powder coated Devices used in places of environmental corrosivity of class C2 to C5:
    - a) for washing, use clean water to which you can add a small amount of neutral or slightly alkaline detergents. Washing can be more efficient when for wiping of the surface a non-abrasive soft cloth is used, ;
    - b) the temperature of water and detergent mixture used for washing must not exceed 25 °C;
    - c) do not use detergent strongly acidic or highly alkaline;
    - d) do not use abrasive cleaners or clean the surface by friction; it is allowed to use soft cotton wipers;
    - e) do not use organic solvents containing esters, ketones, alcohols, aromatics, glycol esters, halogenated hydrocarbons etc.;
    - f) do not use detergents of unknown origin;
    - g) greasy, oily, tarry and other difficult to remove substances can be removed from the cleaned surface with a petroleum free from aromatic solvent compounds;
    - h) detergents used for washing should react with the washed area as short as possible; if necessary, repeat the cleaning process after several hours;
    - i) after washing the surface must be immediately rinsed with cold clean water.
  2. The frequency of washing powder coatings depends on the class of corrosiveness of the environment in which the Device is operated. Corrosivity class of environments are defined in PN-EN ISO 12944-2:2001. It is also important whether the Device is sited in a location that allows for easy washing of the surface by rain, or if it is limited.
    - a) the devices used in places of corrosivity class from C2 to C3, should be washed at least once a year at the place where the surface is washed away by rain and from 2 to 3 times a year where it is limited;
    - b) the devices used in places of corrosivity class from C4 to C5, should be washed at least 2 times a year at the place where the surface is washed away by rain and from 3 to 4 times a year where it is limited.
  3. Cleaning of the coating must be documented.