

**GENERAL TERMS AND CONDITIONS OF ELECTRONIC ASSEMBLY SERVICES
AT NORDES SP. Z O.O.**

1. GLOSSARY

The terms indicated below shall have the following meanings:

- 1.1. GTC - these General Terms and Conditions of Services, applicable to Agreements between the Contractor and the Ordering Party;
- 1.2. Product - the finished element in the form of an electronic module that is created as a result of the Services;
- 1.3. Agreement - agreement for the provision of Services concluded between the Contractor and the Ordering Party on the basis of the submitted and confirmed Order and the General Terms and Conditions;
- 1.4. Service - electronic assembly service performed by the Contractor pursuant to the Agreement;
- 1.5. Contractor - Nordes sp. z o.o. with its registered office in Wrocław (52-127) at Ziemniaczana 15, registered in the District Court for Wrocław- Fabryczna, 6th Commercial Division of the National Court Register under KRS number 0000394159, NIP 899-272-70-04 REGON 021678355;
- 1.6. Ordering Party - an entity that has entered into an Agreement or other contract with the Contractor, to which the General Terms and Conditions apply;
- 1.7. Order - a document submitted to the Contractor by the Ordering Party, constituting acceptance of the Contractor's offer and, upon confirmation, the basis for providing the Services.

2. SUBJECT OF THE AGREEMENT

- 2.1. The Contractor shall perform the Services, each time on the basis of written Purchase Orders submitted by the Ordering Party in accordance with the procedure specified in § 3 of the GTC. By placing an Order by the Ordering Party and confirmation of the Order by the Contractor, each time a Contract for the performance of Services covered by the Order is concluded between the parties, to which the provisions of these GTC are applicable.
- 2.2. Unless the parties agree otherwise, the Contractor shall purchase the components and raw materials needed to perform the Order and their cost is included in the price specified in the offer.
- 2.3. The Contractor will perform the Services according to the technical documentation provided by the Ordering Party. The components will be assembled in accordance with the following standards: IPC-A610 in the latest version, class II, PN-EN 61340 5-1 and 5-2 in the latest version, documentation and recommendations of component manufacturers.
- 2.4. The Contractor may also provide the Ordering Party with other additional services during the performance of the Service, on the basis of a separate offer.

3. ORDERS

- 3.1. The service will be subject to valuation each time based on the inquiries submitted by the Ordering Party. The inquiries will define, inter alia, technical data and documentation of the Ordering Party, a list of necessary components (the so-called BOM), the number of Products, additional services, the expected completion date of the Products, the method of delivery and other relevant parameters necessary to evaluate the scope of work. The guidelines for documentation are attached to the GTC.
- 3.2. If the Contractor determines that at least one component specified in the BOM will be unavailable or the waiting period for it will exceed the Product completion date indicated in the inquiry, the Ordering Party will be obliged to immediately indicate a replacement in order to prepare an offer.
- 3.3. In response to the received inquiry, the Contractor is entitled, within 14 days, to send the Ordering Party an offer specifying the unit price of the Product, the possible date of commencement of the provision of the Services and the execution of the Products. In the event of ineffective expiry of the deadline, the Contractor is deemed to have rejected the order.

- 3.4. The Ordering Party shall send the Contractor an Order for the performance of the Service, constituting the acceptance of the offer. The Orders will specify all the elements included in the inquiry and offer.
- 3.5. The Contractor undertakes to expressly confirm or reject the Order as soon as possible, and additionally confirm the dates specified in the offer, however the provision of the Services will begin no earlier than 14 days after the Order is confirmed. The possibility of tacit acceptance of the Order is excluded.
- 3.6. Upon confirmation of the Order, the Contractor is obliged to check the availability of components again and is authorized to make changes to the Order. In the event of the situation referred to in sec. 2 above or introducing other changes, the Order shall be cancelled in full, and after the Ordering Party has indicated a replacement, the Contractor will send the Ordering Party a new offer. The procedure for concluding the Order shall be repeated.
- 3.7. Inquiries, offers, Orders and confirmations referred to in sec. 1 - 6 above, the parties will deliver to each other by e-mail.
- 3.8. After performing the Services covered by the Order, the Contractor is obliged to notify the Ordering Party about it.
- 3.9. The date for the performance of the Products specified in the Order is an approximate date and is not a direct obligation of the Contractor. The Contractor will make efforts to meet the deadline for the performance of the Products. The Contractor reserves the right to change the date of the Products or perform the Order in batches in the occurrence of events beyond his control (e.g. delays in the delivery of components or raw materials - both from the manufacturer or distributor and those entrusted by the Ordering Party, failure of production equipment, weather events, strikes, road events and other situations not directly attributable to the Contractor), however, changes in the date of the Products' execution or execution of the Order in batches shall not be treated as non-performance of the Agreement due to the fault of the Contractor and he shall not be liable for damages resulting directly or indirectly from such an event. The provisions of § 7.6 of the GTC, second and next sentences, shall apply accordingly.

4. CHANGES OR WITHDRAWAL FROM THE ORDER

- 4.1. After confirmation of the Order, the Ordering Party shall be entitled to make changes to the documentation or other elements relevant to the Order, only in a manner agreed in writing between the parties in each case. The change is made by sending to the Contractor the Product Change Card, the template of which is attached to the GTC.
- 4.2. In the event that the Ordering Party exercises its right to change, the Ordering Party, in addition to the remuneration specified in the new offer, is always obligated to pay the Contractor for all components and raw materials purchased or secured by the Contractor for the performance of the Order, and which the Ordering Party can no longer use due to the changes made.
- 4.3. The Ordering Party is entitled to withdraw from the previously submitted and accepted Order in whole or in part at any time. The Contractor will charge the Ordering Party for the costs and expenditures it incurred in the execution of the Order, including on the terms set out in sec. 2 above and payment of the full price for the batch of the Order executed before the date of withdrawal.
- 4.4. If the declaration of withdrawal from the Order is submitted less than 5 weeks before the planned commencement of the Order, in order to cover the Contractor's damage in terms of the lack of production continuity, the Contractor will be additionally entitled to charge the Ordering Party with a contractual penalty in the amount of 50% of the remuneration for the Order specified in the Offer. If the production continuity is ensured by another order, the contractual penalty will be reduced accordingly. In such a case, the contractual penalty is calculated as: (50% of remuneration for the Order x number of days of actual downtime) / number of days of planned production. The Contractor is entitled to claim

compensation exceeding the contractual penalty, on general terms.

5. DELIVERIES

- 5.1. The Contractor undertakes to pack Products in collective packaging, but the cost of packaging is not included in the offer. The Contractor shall inform the Ordering Party about the readiness to release the completed batch of Products by issuing the WZ document.
- 5.2. Unless otherwise agreed by the parties, delivery of the Products shall be made to the Ordering Party's warehouse at the address provided in the offer, using the services of a courier company commissioned by the Contractor, however the cost of shipping is not included in the offer. In such a situation, the Ordering Party will record the number of Products or packages on the consignment note.
- 5.3. If the Ordering Party wishes to collect the Products from the Contractor's warehouse with its own transport, the Ordering Party shall be obliged to collect the Products within 7 days from the moment of receiving information that the Products are ready for collection. In such a situation, the Ordering Party will sign a WZ, which will confirm the amount of Products to be collected. In the event of refusal to sign the WZ, the Contractor shall be entitled not to release the Products or sign the WZ unilaterally, in which case it shall be assumed that the Products have been delivered complete and without defects.
- 5.4. In the event of refusal to collect the Products or delay of the Ordering Party in its collection, including the refusal to release the Product by the Contractor due to the Ordering Party's arrears towards the Contractor, the Contractor is entitled to charge the Ordering Party with the costs of storage, insurance, special or additional transport and other costs incurred by the Contractor due to the fault of the Ordering Party.
- 5.5. Deliveries will be made on the terms of Incoterms 2020 - Ex Works. The risk of loss or damage to the Products passes to the Ordering Party upon the release of the Products to the Ordering Party or the carrier or upon the expiry of the deadline for the receipt of the Products by the Ordering Party, in accordance with the GTC.
- 5.6. After 30 days from the date of delivery or the date of Products' receipt specified in the Agreement, the Contractor has the right, after prior requesting the Ordering Party for collection within 7 working days and failure to comply with such request, to resell the Product or destroy it and charge the Ordering Party with the relevant costs. The funds obtained by the Contractor from the sale of Products will be credited to the Ordering Party's obligations towards the Contractor or reimbursed accordingly.
- 5.7. The Ordering Party may not refuse to accept the delayed or partial delivery of the Products. All deliveries are severable and independent of the others.
- 5.8. The unit price of the Product specified in the Order is valid for the method and delivery address specified in the GTC.

6. REMUNERATION

- 6.1. The Ordering Party shall pay for the performance of the Services the remuneration specified in the Order, calculated on the basis of the unit price for each Product or a given Service component. In addition, the Ordering Party will be charged for the packaging and shipping of the Products.
- 6.2. The price for the Service is the net price each time and does not include any customs duties, taxes or other financial burdens imposed on the Products by law. VAT will be added to the price at the rate resulting from legal provisions, if it is due. The Ordering Party may receive an invoice in the following currencies: PLN, EUR, USD.
- 6.3. The basis for issuing a VAT invoice is the issue of a WZ document or the provision of the Service. In a situation where the waiting period for a set of components specified in the BOM exceeds 3 months from the date of confirmation of the Order, the Contractor will be entitled to issue a partial VAT invoice covering the costs of preparation for production specified in the offer and all components and raw materials previously purchased or secured by the Contractor to perform the Order, not more than 60% of the value of the entire Order.
- 6.4. Payments will be made within the period specified in the Order. In the absence of an agreed deadline, the deadline of 14 days from the date of issuance of the VAT invoice shall be assumed. The

Ordering Party instructs the Contractor to send invoices to the email address. Payment of remuneration shall be made by wire transfer to the Contractor's bank account appearing on the VAT invoice. The day on which the Contractor's bank account is credited shall be considered the day of payment.

- 6.5. In the event of the Ordering Party's delays in paying any amounts due to the Contractor, the Contractor reserves the right to suspend the performance of the Product or its release and refuse to execute further Orders until the Ordering Party settles the arrears. The above is considered a delay in the performance of the Agreement due to the fault of the Ordering Party. In such a situation, the Contractor is also entitled to make the execution of further Orders dependent on the advance payment for the new Order or the settlement of all arrears so far.
- 6.6. Loss or damage to the Products, after the shipment is collected by the carrier, or any claims of the Ordering Party against the Contractor, including claims or other allegations related to the performance of the Agreement, may not constitute grounds for refusing to pay for the Product. The Ordering Party's right to make any deductions of its claims against the Contractor's claims for payment for the Product is excluded.
- 6.7. If there is a change in the economic conditions, which in the opinion of the Contractor significantly reduces the profitability of the performance of the Order or hinders its performance, in particular there is a change in the prices of components or raw materials, production costs, the amount of remuneration or public obligations, or there is a change in the exchange rate of currencies affecting the price level of Services exceeding 2% in relation to the price on the date of submitting the Order confirmation to the Ordering Party, the Contractor is entitled to unilaterally change the terms of the Order by adjusting the amount of the remuneration or the deadlines for the performance of the Products. If the new terms of the Order are not accepted, the Ordering Party will be entitled to withdraw from the Order within 14 days from the date of their presentation, in the part in which the Order has not yet been performed and to which this change relates.
- 6.8. The Contractor has the right to reserve payment in advance in the Order, subject to the possibility of withdrawal from the execution of the Order in case of failure to pay the advance on time.

7. LIABILITY

- 7.1. The Contractor provides a statue based warranty [*pl.-rękojmia*] for the Service for a period of 6 months from the date of issuing the VAT invoice. The warranty for components and materials is granted in accordance with the manufacturer's warranty periods, counting from the date specified in the first sentence, but not longer than 12 months. After the expiry of these periods, the warranty is excluded. The conditions for filing and processing complaints are described in attachment number 4 to the GTC - Complaint Procedure.
- 7.2. The Contractor is responsible for the correct implementation of the order on general terms, subject to the principles set out in this GTC. The Contractor is not responsible: a) for lost profits of the Ordering Party, any third parties or for any consequential or indirect damages; b) for non-performance or improper performance by the Ordering Party towards its contractor; c) for defects or malfunction of installations, materials, machines, etc., with which the Product will be connected, become a part or with which it will work, their improper operation, use or assembly, even if the Product was defective, but the Ordering Party could find the defect with due diligence before processing it; d) for the use of the Product manufactured on the basis of the Services covered by the Order for a purpose other than the purpose for which it was manufactured; e) if the damage resulted from the circumstances referred to in point 8 of Annex 4 to the GTC, regardless of whether the claims were submitted under the warranty; f) for damage caused to third parties by the Product manufactured on the basis of documentation and according to the Ordering Party's instructions.
- 7.3. The Contractor shall not be liable for failure to perform or delay in the performance of the Agreement, resulting from circumstances beyond his control, including acts or omissions caused by force majeure, which should be understood as an external event that is beyond the control of the parties and could not have been foreseen such as, for example, accidents, fires, wars, catastrophes, epidemics and pandemics, road incidents during

transport, riots, natural disasters, strikes, blockades, labor disputes, criminal events, changes in the legal status, administrative decisions and orders of state authorities. The above also applies when such circumstances occur on the part of the Contractor's key suppliers or subcontractors, or they will not be able to fulfill their obligations as a result of their bankruptcy or other suspension of activity. Force majeure is also understood as the lack of appropriate technical personnel, manpower, materials and raw materials as well as epidemic, significant consequences of epidemics or pandemics and actions of state administration bodies related to it.

- 7.4. In the event of force majeure having a real impact on the performance of the Agreement, the terms of the Agreement will be extended accordingly.
- 7.5. The occurrence of force majeure does not release the Ordering Party from the obligation to pay remuneration for the Services provided by the Contractor before the occurrence of force majeure.
- 7.6. If the delay in performance of the Agreement due to force majeure exceeds 30 days, the parties will start talks to determine further terms and dates of the Agreement's performance. The Contractor, however, reserves the right to withdraw from the Agreement or the Order (in whole or in part) if its performance becomes impossible, significantly impeded or, in the Contractor's opinion, economically unjustified. The declaration should be submitted within 6 months from the fulfillment of the condition for withdrawal. The provisions of § 4.3 of the GTC, second sentence, shall apply accordingly.

8. REPRESENTATIVES OF THE PARTIES

- 8.1. The Ordering Party authorizes its employees and associates to submit inquiries, accept offers and, consequently, place Orders with the Contractor. The Ordering Party releases the Contractor from the obligation to verify the authorization of the above-mentioned employees or associates of the Ordering Party. The Ordering Party declares that it will not raise any objections related to the lack of their proper authorization, and therefore undertakes to bear all consequences resulting from the acceptance of offers and the conclusion of Orders with the content determined by these persons. The above also applies to other persons if they use the e-mail with the Ordering Party's domain.
- 8.2. As a form of communication, the parties agree to send a message by registered mail, or e-mail to an e-mail address, but for the Ordering Party, also in terms of sending VAT invoices, the e-mail address specified in the inquiry shall be binding.
- 8.3. Each Party is obliged to immediately notify the other Party of each change of the seat, company name, legal form of business activity and correspondence address, and such notification is to be made in writing under pain of nullity. Change of the e-mail address requires electronic notification. Failure to notify means

that deliveries made to the other Party in accordance with the recently received data are considered correct and effective.

- 8.4. Each Party declares that it is the Administrator of the personal data provided to the other Party. The personal data will be processed in accordance with the provisions of the GDPR, for the purpose of implementing the Contract and cooperation. The Contractor shall order, and the Ordering Party shall undertake to provide the persons whose personal data are shared with the Contractor, with the Personal Data Processing Information, attached to the GTC, at the latest at the time of disclosure.

9. FINAL PROVISIONS

- 9.1. The GTC will apply to all Agreements or Orders, including future ones, entered into between the Contractor and the Ordering Party, unless otherwise expressly agreed by the parties. Any deviation from GTC shall be binding on the parties only if expressly indicated in the Contract or Order.
- 9.2. The parties undertake to keep strictly confidential all information obtained from the other party in connection with the execution of the Agreement, in particular regarding the Contractor's offer.
- 9.3. If any provision of these GTC or the Purchase Order proves to be invalid, the application of other provisions is not affected, and the invalid provision is replaced by a provision that, in its economic meaning and purpose, comes closest to the prior intention of the parties under the GTC or the Purchase Order.
- 9.4. Any disputes arising from the application of this Agreement will be settled amicably, and in the event of disagreement, they will be submitted to the court competent for the seat of the Contractor, according to Polish law.
- 9.5. In any case, the total liability of the Contractor, regardless of its basis, cannot exceed the value of the Order to which such liability is related, unless the damage was caused by willful misconduct.
- 9.6. Any changes to the Agreement must be made in writing under pain of nullity.
- 9.7. In matters not covered by the Agreement or the Order, the provisions of Polish law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods, done at Vienna on April 11, 1980 is excluded.
- 9.8. The provisions of contract templates, general terms and conditions or regulations used by the Ordering Party are not applicable to the Agreement.
- 9.9. If the GTC are drawn up in two language versions, the Polish language version shall prevail.
- 9.10. These GTC shall come into force as of 29.08.2022.

Attachments:

- 9.11. Guidelines for documentation,
- 9.12. Product Change Card,
- 9.13. GDPR clause,
- 9.14. Complaint Procedure.

The documentation needed for the OWW includes:

1. A list of components (BOM) including:
 - a. type, value, tolerance, component quantity, housing, designator,
 - b. all the relevant parameters of the components for the Ordering Party,
 - c. preferred manufacturer,
2. PCB technical documentation including:
 - a. PCB technology data (for manufacturing options, see the PCB tab on the [Nordex website](#))
 - Material
 - Board thickness
 - copper thickness
 - surface coating (HAL leadfree, HAL tin lead, gold)
 - description (YES/NO, TOP side, BOTTOM side)
 - soldermask
 - dimensions
 - b. PCB documentation including the following layer files (Gerber files):
 - gto - top description layer
 - gts - top layer of soldermask
 - gtl - electrical top layer
 - gbo - bottom descriptive layer
 - gbl - electrical bottom layer
 - gbs - bottom soldermask layer
 - gko - board outline layer
 - gbp - bottom paste layer
 - gtp - top paste layer
 - drr – drill data layer
 - c. Reference points (fiducial marks):
 - Reference points should be on each plate at a minimum of 2pcs/plate. They can be circular, square, single cross. They can be circular, square or single cross. A minimum area of 1mm without soldermask should be left around the reference point.
 - d. PCB dimensions:
 - The maximum format size for SMD is 500 x 1480 [mm]. [1]
 - Margins of 5mm on the longer sides of the format.
3. Pick&Place file (coordinates of points, file in xls, xlsx, txt, doc format) containing:
 - a. coordinates of fiducial marks
 - b. designator e.g. R15,
 - c. housing (e.g. 0805),
 - d. the coordinates of the centre of the element,
 - e. the value of an element, e.g. 10k,

Designator	Footprint	Mid X	Mid Y	Ref X	Ref Y	Pad X	Pad Y TB	Rotation	Comment
C93	0805	30.075mm	3.05mm	30.075mm	3.05mm	29.075mm	3.05mm	T	0.00 Comment
Z1	5569-24	13.2mm	64.337mm	-5.7mm	67.125mm	15.3mm	61.549mm	T	180.00 MX-5569-4A2
R162	0603	70.35mm	9.6765mm	70.35mm	10.375mm	70.35mm	10.375mm	T	270.00 10k
R16	0603	74.975mm	9.6515mm	74.975mm	10.35mm	74.975mm	10.35mm	T	270.00 10k
R9	0805	77.136mm	11.405mm	77.15mm	12.475mm	77.136mm	12.405mm	T	90.00 10k
R10	0805	72.636mm	11.43mm	72.65mm	12.5mm	72.636mm	12.43mm	T	90.00 10k
R92	0603	23.5965mm	3.15mm	22.9mm	3.15mm	22.9mm	3.15mm	T	360.00 15k 1%

4. Assembly drawings (for all stages of production) as jpg, pdf, png files:
 - a. with SMD components, for the TOP and BOTTOM sides,
 - b. with THT components, for TOP and BOTTOM sides, notes on assembly (gluing, spacer assembly, restraint),
 - c. Drawings of mechanical assembly (bolting, riveting, housing assembly)

PCBs larger than 300 x 500 [mm] require a special frame for applying the paste

PRODUCT CHANGE CARD	
Client Name:	
Module name:	
Current version / BOM revision:	
Current version / Revision of PCB:	

Lp.	DATE	DESCRIPTION	COMMENTS
1.		Changes from version	Program based on To be checked with the BOM Checked: Date:
2.			

Pursuant to Art. 13 GDPR, we inform you that:

1. The administrator of your personal data is Nordes sp. z o.o. with headquarters at ul. Ziemniaczana 15, 52-127 Wrocław, registered in the District Court for Wrocław- Fabryczna in Wrocław, 6th Commercial Division of the National Court Register, under KRS number: 0000394159, NIP number: 8992727004, e-mail address: rodo@nordes.com.pl.
2. Your personal data may be processed for the following purposes: a) conclusion and performance of the contract between the client / contractor you represent and the Entrepreneur - pursuant to art. 6 point. 1 let. b GDPR (necessity to conclude and / or perform the contract); b) communication between the entity you represent and the Entrepreneur, as well as persons involved in the performance of the contract - pursuant to art. 6 point. 1 let. f of the GDPR (legitimate interest of the Personal Data Administrator); the legitimate interest is the exchange of information regarding the conclusion or performance of the contract; c) fulfilment of obligations related to the protection of personal data - pursuant to art. 6 point 1 let. c GDPR (obligation resulting from legal provisions) and art. 6 point. 1 let. f GDPR (legitimate interest of the Personal Data Administrator); the legitimate interest of the Entrepreneur is, for example, to have confirmation of compliance with this information obligation towards you; d) establishing, investigating or defending against claims - pursuant to art. 6 point. 1 let. f GDPR (legitimate interest of the Personal Data Administrator); the legitimate interest of the Entrepreneur is to protect the economic interest of the Entrepreneur; e) archival and evidential, for the purposes of securing information that may be used to prove facts - pursuant to art. 6 point 1 let. f GDPR (legitimate interest of the Personal Data Administrator); the legitimate interest of the Entrepreneur is to have information needed, for example, by state authorities; f) issuing an invoice and meeting other obligations resulting from the provisions of tax law - pursuant to art. 6 point. 1 let. c GDPR (necessity for the Entrepreneur to fulfill the legal obligation);
3. Providing your data is: a) a condition for the conclusion and performance of the contract - when we process your data in order to conclude and perform the contract; b) a legal obligation, when we process them based on legal provisions; c) a condition for the implementation of our legitimate interest, if we process them based on our legitimate interest, without your data it will not be possible.
4. Your personal data will not be used for automated decision making, including profiling.
5. Your personal data may be disclosed to our recipients, such as entities cooperating with us, e.g. lawyers, courier company, Poczta Polska S.A., bank; an IT support company; in addition, we may be required by law to disclose your personal data to private and public entities.
6. Your personal data will not be transferred outside the EEA.
7. Your personal data will be stored: a) for the duration of the contract - in relation to personal data processed in order to conclude and perform the contract; b) until they become obsolete or lose their usefulness (unless you make an effective objection in advance) - in relation to data processed for archival or evidence purposes and to demonstrate compliance with the obligations arising from the GDPR, as well as to implement the legitimate interest of the Personal Data Administrator; c) until the expiry of the limitation periods - in relation to data processed for the purpose of establishing, pursuing or defending claims; d) until the consent is effectively withdrawn - in the case of data processed on the basis of consent; e) 5 years from the end of the tax year in which the tax payment deadline for the previous year expired - in relation to data processed for the purpose of issuing an invoice and meeting other obligations arising from tax law;
8. You have the right to access your personal data, rectify it, delete or limit processing, object to processing, and the right to transfer data.
9. You have the right to lodge a complaint with the President of the Personal Data Protection Office if you believe that your personal data is being processed unlawfully.

Attachment 4 to the GTC
Complaint Procedure for electronic assembly services

1. The Ordering Party is obliged to examine the Product in terms of quality and quantity at the time of receipt. In the event of damage or shortages of Products, the Ordering Party is obliged to note it on the WZ or in the consignment note and notify the Contractor about it within 48 hours from the date of delivery, under pain of losing the rights under the warranty.
2. In the case of receipt of the Products by the Ordering Party from the carrier, the Ordering Party is obliged to check the delivery with the carrier's participation in terms of its completeness or visible damage that may have occurred in the transport. In the event of missing or damaged Products, the Ordering Party is obliged to draw up an appropriate protocol for this fact together with the carrier (definitely upon receipt) and notify the Contractor, in accordance with point 1.
3. In the event of non-compliance of the Product with the Order or quantitative shortages in collective packaging, the Ordering Party has the right to file a complaint. The notification must be made within 5 days from the date of receipt of the Product, under pain of losing the rights under the warranty. In the event of failure to submit the notification on time, the Parties recognize that the Products have been delivered complete and without defects.
4. The Ordering Party may submit a complaint regarding the Product's hidden defects, material defects or other defects which could not be detected upon receipt of the Product, at any time during the warranty period, within 5 days from the date of receipt of the Product, under pain of losing the rights under the warranty.
5. The complaint should include the full identification of the Product, including the Order number, the number of the items complained about, the documented reason for the complaint - description, photos, information on components to be replaced, weight and dimensions of the shipment. The Contractor has the right to request additional documentation or materials from the Ordering Party in order to assess the legitimacy of the complaint, including an inspection. The Contractor has the right to reject the complaint if the above conditions are not met.
6. Complaints should be submitted by e-mail to the following address: serwis@nordes.com.pl or in writing to the address of the Contractor's seat. Consideration of the complaint will take place within 14 from the date of receipt of the complaint and Products from the Ordering Party. Delivery of the advertised Products to the Contractor is at the expense of the Ordering Party.
7. If the complaint is accepted, the defect will be removed by the Contractor, at his discretion, by reducing the remuneration of the defective Product or by delivering the missing quantity of the Product or Product free from defects, within 60 days from the date of acceptance of the complaint, unless the waiting period for components or the raw material is longer, then the defect will be removed as soon as possible. The delivery of the Product free from defects will take place on the same terms as the original delivery, unless the Parties agree otherwise.
8. The warranty does not cover defects resulting from: a) defects in components or other materials entrusted to the Contractor by the Ordering Party to perform the Product; b) performance of the Service based on data, guidelines, documents or regulations provided by the Ordering Party or his direct orders; c) introduction, at the request of the Ordering Party, of specific solutions or concepts to the works performed by the Contractor, in particular a technical solution, materials, components or methods; d) introduction of any changes to the Product by the Ordering Party or a third party, without the consent of the Contractor expressed in writing, otherwise null and void; e) improper storage of the Product after its release date, including ESD damages, electrical or mechanical damage, as well as the use of the Product contrary to its intended purpose; f) functioning of installations, materials, machines, etc. with which the Product has been connected, with which it has become a part or with which it cooperated, from their improper handling, use or assembly, even if the Product was defective, but the Ordering Party could find the defect with due diligence before processing it.
9. Products not subject to complaint may be submitted for repairs in the form of an individually priced service order.