

# COMPLAINTS TERMS AND CONDITIONS

## I GENERAL PROVISIONS

1. Complaints Terms and Conditions outlined below define the rules applicable during the complaints process carried out by POLCOAT SP. Z.O.O. SP. K.; a company registered in the register of entrepreneurs of the National Court Register under the number 0000681101, whose registration files are kept by the District Court in Bydgoszcz, XIII Commercial Division of the National Court Register; using NIP number 5552115258, REGON number 367446740, hereinafter referred to as the "Seller".
2. The complaints terms and conditions come into force as of the date of their publication on the seller's website and remain valid until they are changed or withdrawn.
3. Definitions:
  - **Seller** - POLCOAT SP. Z O.O. SP. K.,
  - **Customer** – entity that have purchased the goods from POLCOAT SP. Z.O.O. SP. K.,
  - **Goods, Products** – products manufactured and delivered by the Seller or collected by the Customer,
  - **Working Days** – days from Monday to Friday, except public holidays,

## II GUARANTEE TERMS AND CONDITIONS

1. The Seller's goods are covered by a guarantee.
2. The guarantee is granted for the period of 12 months from the purchase date. The guarantee only covers materials produced by **Polcoat**; not materials further processed.
3. Guarantee will not be considered after the guarantee period expires.
4. If the goods are stored by the Customer in a manner inconsistent with the following guidelines, the Customer loses all guarantee rights:
  - The goods must be stored in a clean and dry storage room to prevent any damages from external factors.
  - The goods must be protected against direct exposure to moisture and sunlight. The goods must also be protected against the direct action of devices generating thermal, electromagnetic and UV radiation.
  - The goods must be properly protected against dirt and dust.
  - The goods must not be exposed to any chemicals or alcohol vapors.

- The temperature of 15°C - 25°C; and the relative humidity of 40% - 55% should be ensured in the storage room.
5. The Seller is not liable for defects occurred by:
- improper storage of the goods,
  - improper use of the goods,
  - further processing of the goods by the Customer resulting in products' parameters or properties being changed,
6. The Customer is required to complete a **Complaint Form** available on the Seller's website and submit it to the Seller electronically. Complaints submitted in a different manner will not be accepted.
7. The Customer is required to provide data identifying the goods in accordance with the information included on the product label along with all relevant product photos or videos. Failure to do so will result in the complaint being rejected.
8. At the Seller's request, the Customer is required to provide the Seller with a sample of the defective goods, otherwise the complaint will not be accepted. The initiation of the complaint procedure commences from the receipt of requested samples.

### III COMPLAINT PROCEDURE

1. Upon the receipt of all required information (complaint form, photos, videos and sample of defective goods), the Quality Control Department at Polcoat will carry out all necessary tests. The Customer will be notified of the findings in writing in the form of a Complaint Report within 30 working days. However, in situation when further testing by an external laboratory, is required, the timeframe will change.
2. In some cases, the Seller may accept a complaint solely based on photos clearly illustrating the defects (e.g. deformation of the core, uneven winding, etc.).
3. Goods damaged by the Customer are not subject to a complaint. Damage here is understood as various types of stains, streaks, creases, ruffs, holes, abrasions, moisture, overdryness, exposure to UV light, as well as deformation of the core; and any other unmentioned defects that did not arise of the fault of the Seller.
4. The Customer is obliged to stop immediately further processing of the goods if a defect is found that disqualifies the goods from further processing and intended purpose.
5. The Customer is obliged to check the delivery in terms of goods quantity and quality. In case of any discrepancies or damages, the Buyer must immediately inform the Seller of the issue in writing. In such cases, the Seller will consider a complaint only if a discrepancy or damage report containing the details of

such discrepancy or damage has been signed by the delivery driver. The above term does not apply to hidden defects.

6. The Customer must report any hidden defects to the Seller immediately; no later than within 7 days from the date of their disclosure, and immediately after their disclosure, the Buyer must stop the production from the defective goods, under pain of releasing the Seller from liability for these defects.

7. Before placing an order, the Customer must familiarize themselves with the technical parameters of the goods (e.i., by requesting a product sample) and assess the suitability of the goods for the Customer's intended use. The Seller is not responsible for incorrectly selected goods because their unsuitability for the purpose intended by the Customer is not a defect of the goods. The Seller is not responsible for the non-functionality of the material if the material meets the technical parameters specified in the Product Specification Card.

8. If the complaint is considered in favor of the Customer, the Customer will return the defective goods to the Seller. Upon the receipt of defective goods the Seller will refund the Customer the amount paid for the returned goods; or deliver goods free from defects within the time agreed by both Parties.

9. The Seller's liability for defective goods may not exceed the value of those goods.

10. The Seller is not liable to the Customer for damage to their property due to defects in the goods, including any lost profits or savings, as well as any damages resulting from claims of third parties against the Customer.