

*Appendix to General Terms and Conditions of Sales and Delivery of 16 April, 2019*

## **RULES OF REPORTING AND PROCESSING COMPLAINTS**

### **1. EXAMINATION OF GOODS**

- 1.1. The customer is obliged to examine the goods immediately after delivery in terms of quantity, possible defects and compliance with the order and notify the Company about (i) quantity shortages - upon receipt, and about (ii) defects - within 5 days of delivery. This does not apply to hidden defects, which should be reported within 5 days from the date of their detection.

### **2. SUBMISSION OF COMPLAINT**

- 2.1. A complaint should contain:
- 2.1.1. name of the customer,
  - 2.1.2. details of the customer's representative (contact person),
  - 2.1.3. details of the Company's representative (sales representative accepting the order to which the complaint refers),
  - 2.1.4. date of delivery,
  - 2.1.5. description of the product,
  - 2.1.6. quantity of goods which is a subject of complaint
  - 2.1.7. date of filing the complaint,
  - 2.1.8. date of disclosing the defect,
  - 2.1.9. order number,
  - 2.1.10. delivery number,
  - 2.1.11. a description of the defect (type of defect, the importance of the defect for the product, the moment of detecting the defect, circumstances of the detection of a defect),
  - 2.1.12. photo documentation of the defects together with a description of the defect shown in the picture,
  - 2.1.13. costs incurred by the client (calculation) along with evidence of their incurring,
  - 2.1.14. possibly additional information,
  - 2.1.15. signature
- 2.2. A complaint should be sent to the Company's address in writing or via e-mail.
- 2.3. The date of receipt of the complaint application is the date of receipt of the notification by the Company.
- 2.4. A reference number will be assigned to the complaint and it will be forwarded to the Customer. In the further complaint proceedings, the Customer is obliged to use the reference number of the complaint issued by the Company.
- 2.5. In the case of an incomplete submission, the Company will ask for its complement. If the submission is not completed within 5 working days, the submission is considered withdrawn and has no effect.

### **3. PROCESSING OF COMPLAINTS**

- 3.1 The reported defect is subject to examination by the quality department of the Company which will determine whether the defect actually exists and is a subject to the Company's liability.

**PGO S.A.**

40-202 Katowice, al. W. Roździeńskiego 1B  
Sąd Rejonowy Katowice-Wschód w Katowicach, Wydział VIII Gospodarczy  
KRS 0000305325 | Regon: 590722383 | NIP: 771-23-74-309 | Nr BDO: 000123285  
Wysokość kapitału zakładowego: 80.477.215,00 zł - wniesiony w całości

- 3.2. The customer is obliged to leave the goods at the exclusive disposal of the Company.
- 3.3. The customer is obliged to store the goods in a way that prevents their further damage
- 3.4. The Company has the right to examine the goods (i) in the place where they are located and the Customer undertakes to enable the Company to proceed or (ii) may demand a delivery of goods to the place indicated by Company.
- 3.5. The Company decides about the type of tests to be carried out in order to determine the existence and causes of the defect
- 3.6. The Buyer is not authorized to independently conduct any examination interfering with the goods, its repair or other regulation on goods covered by the complaint and is obliged to wait for the Company's decision in this respect.
- 3.7. Only the Company is entitled to take a decision regarding the method of examination of the complaint .
- 3.8. The Company decides on the complaint and informs the customer about it within 30 days or destruction. from the date of its receipt. If it is necessary to perform tests in order to determine the existence
- 3.9. If the complaint is admitted, the Company, at its sole discretion, will replace or repair the goods or settle the complaint in another appropriate manner, including the Buyer may be reimbursed for the delivery of the goods. The chosen method of examining the complaint is the only and final remedy available to the Buyer in connection with the defect, and any further claims are explicitly excluded.
- 3.10. The date of performance of the liability resulting from the defect is settled by the contract with the Buyer, and in the absence of such arrangement in the contract - General Terms and Conditions of Sales and Delivery, which are delivered to the Buyer before the conclusion of the contract with the Company and are available at: [www.pgosa.pl](http://www.pgosa.pl)

#### 4. COSTS

- 4.1. In case when in order to determine the existence or causes of defects, tests have been performed and these tests did not confirm the existence of the defect or confirmed that the defect arose due to reasons for which the Company is not responsible, the costs of complaints, including examinations, checks, labour costs of Company's employees, travel, accommodation and transport costs are borne by the Buyer.
- 4.2. If the complaint is considered justified, the costs of the complaint shall be borne by the Company.

#### 5. EXCLUSIONS OF LIABILITY

- 5.1. If the Buyer: (i) does not enable the Company to inspect the goods; or (ii) makes any interference or disposes of the goods without prior consent of the Company expressed in documentary form under pain of nullity; or (iii) makes an independent repair of the goods, it is considered that the complaint was unjustified and the Client is not entitled to any claims against the Company.
- 5.2. With regard to other exclusions of the Company's liability, the General Terms and Conditions of Sales and Delivery apply, available at: [www.pgosa.pl](http://www.pgosa.pl)