

GAMET S.A.

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www.GAMET.eu

Toruń, 1 December 2019

Complaint Procedure for Sales Abroad

GAMET S.A. is liable for the goods sold in accordance with the statutory warranty for defects for a period of 1 year of the goods sale date.

1. Upon goods collection, the Consignee shall, with the Carrier* present, check the condition and contents of the consignment. If any non-compliance, consignment damages or missing packaging is found, a “Damage Report” is drawn up and a complaint notification is completed with the Carrier present using the form provided by the Carrier. The Consignee shall also make a relevant record concerning the abovenamed irregularities on the consignment note or on the CMR document. If after the goods handover a defect or damage to the goods is discovered which could not be found on the outside at the time of acceptance, the Consignee shall notify the Carrier, promptly after the damage discovery, but not later than within 7 days of the goods acceptance date, of the defect discovery and request the Carrier to draw up a report concerning the state of the consignment.

The copies of the “Damage Report” along with the complaint notification as well as the request for a report concerning the state of the consignment should be delivered to Gamet S.A. without undue delay or otherwise the rights under the statutory warranty for defects shall not apply.

2. Any quantitative or qualitative complaints concerning the goods should be made on the “Complaint Report” and sent by mail to the Seller’s address, by fax or e-mail. The “Complaint Report” shall specify the invoice number, the quantity of the commercial packages** received as compared to the delivery documents, with detailed information on the discrepancies and qualitative non-compliances discovered and the consignment condition, including the security measures such as the company-branded tape.
3. The object of the complaint has to be properly secured during the return transport, which means each handle needs to be wrapped in film preventing its further damages before the object of the complaint has been collected by the Seller.
4. Due to the specific nature of the technological process, it is acceptable for the product surface to have minor differences in the colour of polishing or the type of brushing. The above minor

REGON (Company Registration Number) 634055674
NIP (Tax Id. No.) 779-21-40-771EU ID VAT: PL7792140771
EU ID VAT: PL7792140771
Amount of initial capital: 14 846 069 PLN
BDO: 000025438

Provincial Court in Toruń
VII Economic Department
KRS number: 0000285416

BNP PARIBAS BANK POLSKA S.A.
IBAN Number: PL63 1600 1068 0003 0103 1616 9001
IBAN Number: EU08 1600 1068 0003 0103 1616 9021

differences between individual production batches are acceptable and are not considered a product defect.

5. Depending on the type of complaint, complaints should be submitted within the following deadlines:
 - a. complaints concerned with quantitative shortages in multiple packaging*** delivered – within 1 (one) day of the goods acceptance date,
 - b. complaints concerned with mistakes in the range of products delivered – within 1 (one) week of the goods acceptance date,
 - c. complaints concerned with items missing in commercial packages** – within 1 (one) week of the goods acceptance date, provided a photograph or photocopy of the commercial label or the data from the commercial label are provided, i.e.: the packer's number, batch ID, packing date.
 - d. qualitative complaint – within 15 days of defect discovery.
6. Once a complete “Complaint Report” has been received, the Complaint Board of the Seller verifies the validity of the complaint made.
7. The Seller shall respond within 14 working days of receiving a complaint compliant in every respect with all the formal requirements set forth in this procedure.
8. If the complaint is accepted by the Seller, the Seller shall satisfy the claims made by the Consignee as stipulated in the applicable regulations of the civil code within no more than 3 months of receiving a complete complaint notification.
9. If the Consignee fails to comply with the obligations set forth herein, in particular with regard to overall verification, the report to be drawn up with the carrier present, complaint deadlines, complaint form and content, the Consignee shall not be entitled to the rights under the statutory warranty with regard to a given defector for improper performance of the Contract.
10. The complaint procedure applies to all Consignees, unless individual terms and conditions of complaint procedure have been agreed in a separate document.

Definitions:

* Carrier – a freight forwarding company cooperating with the Seller

** Commercial package – packaging containing a number of item pieces as per the packing standard of GAMET S.A. in accordance with the commercial label

*** Multiple packaging – packaging solely for transportation and protection purposes, i.e. 1 (one) commercial package is 1 (one) handle package, whereas multiple packaging is a box comprising 10 commercial packages

Appendixes:

1. Appendix no. 1 – Complaint Report