

COMPLAINTS PROCEDURE

1. DEFINITIONS

- 1.1. **Seller** - GTV Poland spółka z ograniczoną odpowiedzialnością spółka komandytowa (LLC - Limited-Liability Company), with its registered office in Pruszków, at ul. Przejazdowa 21, 05-800 Pruszków, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, the 14th Commercial Division of the National Court Register under KRS No. 0000564747, NIP (Tax ID No.) 5342505912.
- 1.2. **Buyer** - a legal person, an organisational unit without legal personality granted legal capacity by law, or a natural person conducting business activities, purchasing Goods from the Seller.
- 1.3. **Subsequent Buyer** - a legal person, an organisational unit without legal personality, granted legal capacity by law, or a natural person conducting business activities, purchasing Goods from the Buyer.
- 1.4. **Market Manager** - a natural person responsible on behalf of the Seller for contacts with the Buyer, with its registered office, or conducting business activities, outside the territory of Poland.
- 1.5. **Goods** - items specified by type, imported and sold by the Seller on the territory of Poland.
- 1.6. **Defect in the Goods** - significant Apparent Defects, Hidden Defects, or Legal Defects, in the Goods, as defined in this Procedure.
- 1.7. **Apparent Defect** - a physical defect in the Goods as defined in the Civil Code which can be detected at the moment of handing over the Goods to the Buyer.
- 1.8. **Hidden Defect** - a physical Defect in the Goods as defined in the Civil Code which had occurred before the moment of handing over the Goods to the Buyer and becomes apparent at a later date.
- 1.9. **Legal Defect** - a legal Defect as defined in the Civil Code.
- 1.10. **Quantitative Discrepancies** - handing over less or more Goods than the quantity specified on the invoice issued by the Seller.
- 1.11. **Complaints Procedure** - this complaints procedure, which includes the rules for processing complaints in accordance with warranty regulations.
- 1.12. **Carrier** - a natural or legal person, being an entrepreneur, who within the scope of activity of its enterprise, undertakes to transport to the Seller the Goods for a fee.

2. MAKING COMPLAINTS

- 2.1. A complaint may concern a Defect in Goods, or Quantitative Discrepancies.

- 2.2. The Buyer shall be entitled to make a complaint. The Seller shall not be obliged to respond to a complaint made by the Subsequent Buyer.
- 2.3. The Buyer shall send a complaint by e-mail to the Customer Service Centre Complaint Division, address reklamacje@gtv.com.pl. A Buyer with its registered office outside the territory of the Republic of Poland shall make a complaint through the Market Manager.
- 2.4. A complaint shall be submitted using the complaints report form, which is Annex 1 to this Procedure. Complaints submitted in another form shall be left without consideration.
- 2.5. The Buyer shall be obliged to describe precisely what, in its opinion, the Defect in the Goods is, so that the complaint can be considered by the Seller without undue delay caused by the necessity to determine the reasons for the complaint and the Buyer's expectations. The Buyer shall be obliged to provide justification for the description of the Defect in the Goods notified, in particular if it claims that the Goods do not have the properties an item of this kind should have due to the purpose defined in the contract, or resulting from circumstances or intended use. The Buyer shall be obliged to provide detailed additional information concerning the Goods at the Seller's request.
- 2.6. If the consideration of the complaint requires the qualitative testing of the Goods complained about, the Buyer, in exercising its rights under the warranty, shall be obliged to deliver to the Seller the complete Goods which in its opinion have quality Defects.
- 2.7. If the Seller decides that the consideration of the complaint requires the examination of the Goods at the Buyer's premises, the Buyer shall bear the costs of travel of the Seller's representative to the place of the examination.

3. HANDLING COMPLAINTS

- 3.1. If a complaint is complete, and has been submitted in accordance with this Procedure, in particular in accordance with clause 2 of the Procedure, the Seller, within 14 calendar days from the date of receipt of the complaint, shall make a decision on the manner of handling the complaint, and shall notify the Buyer thereof.
- 3.2. If the consideration of a complaint requires qualitative testing or examination of the Goods at the Buyer's premises, the Seller shall make a decision as to the manner of handling the complaint within 14 calendar days from the date on which it receives the Goods complained about, or examines the Goods at the Buyer's premises.
- 3.3. In the complaint report, the Buyer shall indicate the expected manner of processing the complaint, selecting from the following
 - 3.3.1. removal of the Defect in the Goods
 - 3.3.2. replacement of the Goods with items without Defects

- 3.3.3. reduction in the price of the Goods
- 3.3.4. return of the price paid for the Goods.
- 3.4. The Seller shall decide on the manner of processing the complaint, and the Buyer shall not have the right to object to the Seller's decision. In particular, the Buyer's choice of one of the demands shall not exclude the possibility of handling the complaint by the Seller using a method not indicated by the Buyer.
- 3.5. If the Seller, in accepting the complaint, decides to remove the Defect in the Goods, and despite an attempt to rectify it, the Defect still persists, the Buyer shall indicate its expectation as to the manner of the effective handling of the complaint, and the Seller shall decide to replace the Goods with ones without the Defect, to reduce the price of the Goods, or to return the sum paid for the Goods. If the replaced Goods have a Defect, the Seller may decide to reduce the price of the Goods or to return the sum paid for the Goods.
- 3.6. If the Seller, in accepting the complaint, decides to replace the Goods with Goods without the Defect, but the replaced Goods also have the Defect, the Buyer shall indicate its expectation as to the manner of the effective handling of the complaint, and the Seller shall decide to rectify the Defect in the Goods, reduce the price of the Goods, or return the sum paid for the Goods. If, despite an attempt to repair the replaced Goods, the Defect still persists, the Seller may decide to reduce the price or to return the sum paid for the Goods.
- 3.7. If the Seller at any stage of handling the complaint decides to reduce the price, or to return the sum paid for the Goods, the complaints procedure shall be deemed effectively completed.
- 3.8. If the Seller decides to return the sum paid for the Goods, or to replace the Goods with Goods without Defects, the Buyer shall consult the Customer Service Centre Complaints Department on the manner of returning the defective Goods. The Seller shall not accept any Goods sent back without prior consultation. The Seller shall only accept complete Goods.
- 3.9. In the case of Quantity Discrepancies, the Buyer may, by way of a complaint, demand that the missing part of the Goods be handed over to it, or that the Goods in a quantity exceeding the order be collected from it. The Buyer shall be obliged to submit a demand in this respect within 5 days from the date of delivery of the Goods to the Buyer.

4. DISCLAIMER OF LIABILITY

- 4.1. The Seller shall not be liable under the warranty if the Buyer knew about the Defect at the time of the handing over of the Goods to it.
- 4.2. The Seller shall not be liable for any Defects which occur after the Goods are handed over to the Buyer, unless the Defect results from a latent defect in the Goods.
- 4.3. The Seller shall not be liable for any Apparent Defects or Hidden Defects, including

the correct installation and commissioning of the Goods, if these activities are not performed by the Seller or by a third party for which the Seller is responsible, or if these activities are performed by the Buyer and the Buyer acts inconsistently with the recommendations or guidelines included in the instructions received from the Seller.

- 4.4. The Buyer shall immediately inspect the Goods after their receipt in the manner accepted for such items, and notify the Seller of the existing Defects. Failure to notify the Seller of an existing Defect in the Goods within 14 days from the date of receipt of the Goods by the Buyer, or, in the case of Hidden Defects, within 14 days from the date of the detection of the Hidden Defect, shall result in the expiry of any rights or claims of the Buyer under the warranty. The above deadline shall be deemed as met if the Buyer sends the Seller a notice of Defect before its expiry.
- 4.5. Without prejudice to the Buyer's obligations under clause 4.4 above, the Buyer shall be obliged, in the presence of the Carrier's representative, to inspect the Goods before their receipt, or the claims against the Seller under this clause will be invalid. In the event of any loss or damage visible from outside, the Buyer, in the presence of the Carrier's representative, shall draw up an appropriate damage report, or record it in the bill of lading (regardless of its form). The report should indicate any noticed damage, violation of packaging integrity, unauthorised access to the Goods, quantitative deficiencies of the Goods, and other objections.
- 4.6. All rights or claims under the warranty for Apparent Defects and Hidden Defects shall expire 2 years after the date on which the Goods are handed over to the Buyer. All rights or claims under the warranty for Legal Defects shall expire one year after the date on which the Buyer becomes aware of the Legal Defect.