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## COMPLAINT PROCEDURE

1. Customer submits complaints to the commercial outlet where he/she bought the product immediately following their occurrence. In the event of liquidation of a commercial unit during the warranty period, complaints may be submitted to AYALA S.A.
2. Customer Service Division shall confirm acceptance of complaint and notify the client within 14 days of the result and manner of its resolution by a unit accepting reporting the complaint.

### Delivery complaints

- a) Delivery complaints shall concern all irregularities linked with goods delivery and in particular issues with deadlines, inconsistency with the confirmed order, packaging condition, etc. or incorrect invoice.
- b) AYALA S.A. Shall each time consider the cause of potential complaint in an effort to eliminate its sources and in the event of any doubts it shall act in the interest of the Client.
- c) Under §2.8 and §2.9, Client shall have the duty to confirm the delivery receipt and examine its condition carefully immediately after its delivery. Any shortages or damage to goods have to be officially confirmed by a protocol.
- d) AYALA S.A. Shall not be liable for lost or damaged products delivered to the Client where the loss or damage to the product has not been reported to AYALA S.A. in writing together with the signature of the Carrier on the delivery date.
- e) AYALA S.A. shall not be liable for losses deriving from damage during unloading, inadequate storage, manner of transporting on the recipient's site and other events which may have an adverse effect on goods delivered.

### Qualitative complaints

- a) Quantitative complaints concern any doubts linked with the qualitative parameters of the delivered goods.
- b) Detailed information concerning qualitative complaints is given in **Warranty Terms and Conditions**. – Attachment no. 1. (available on: [www.ayala.com.pl](http://www.ayala.com.pl))

- c) Complaints have to be reported in writing by filling in the **complaint form** – Attachment no. 2. (available at [www.ayala.com.pl](http://www.ayala.com.pl)) and by attaching the purchase document (receipt, VAT invoice) and warranty document were issued (it concerns electrical equipment).
- d) The Customer Service Department shall advise the Recipient of the manner and procedure of qualitative complaint consideration. Compliants shall be considered within the shortest possible time.
- e) AYALA S.A. Shall not be liable for any defects or expenses due to product being used in breach of the terms of its use.
- f) The costs of delivery of the defective product to the service shall be borne by the Complaining Party. AYALA S.A. does not accept cash on delivery parcels. In the event of goods of large sizes, whose delivery to the service is difficult, AYALA S.A shall determine the possible manner of their delivery on an individual basis.
- g) Should the complaint be unjustified, a fee for expert opinion may be charged based on real expenses and materials used to repair it as per the assessment. Additionally, the Client shall be charged with the technician's trip expenses.