

COMPLAINT REGULATIONS

The purpose of these Regulations is to improve Customer service in respect of complaints made.

I TERMS USED IN THESE REGULATIONS SHALL HAVE THE FOLLOWING MEANING:

1. COMPLAINT PARTIES:
 - a. Seller - AiFO COMPONENTS Spółka z Ograniczoną Odpowiedzialnością S.K.A. or AiFO Group Sp. z o.o., ul. Łany 23, 32-700 Bochnia;
 - b. Buyer - a legal or natural person operating a business, purchasing goods from the Seller;
2. GOODS - items marked by type being part of the Seller's product range.
3. SUBJECT OF COMPLAINT:
 - a. Defect of goods - a defect in the goods within the meaning of the Civil Code;
 - b. Quantity shortages - the quantity of issued goods not corresponding to the invoice or order;
 - c. Formal error - an error in an invoice or a mistake made during order processing.
4. CUSTOMER SERVICE - the Seller's organisational unit where complaints are sent.

II WARRANTY TERMS AND CONDITIONS

1. The Seller shall grant a warranty for its products. The warranty period shall be 12 months from the sales date. As a result of the granted warranty, the Seller's liability under statutory warranty for physical defects of the goods is excluded.
2. The warranty does not cover goods which show signs of incorrect or improper use. In addition, the Buyer forfeits all warranty claims in the event of:
 - a. improper transport or unloading/loading of the goods;
 - b. wear and tear or improper use of purchased goods;
 - c. mechanical damage;
 - d. defects caused by improper storage of the goods.
2. Notification of a physical defect should be made immediately, but no later than within 48 hours of discovery, and no later than 5 days after accepting the consignment, otherwise the complaint shall not be recognised as valid.
3. In the event of damage to the consignment by the supplier/courier, it is essential that the Buyer draws up a complaints report with the supplier/courier or does not accept the damaged consignment. The Seller shall not be liable for any defects if damaged consignment is accepted.
4. The Buyer shall be obliged to report complaints about damage to consignments immediately, but no later than within 24 hours of receipt of the goods by the Buyer.

III COMPLAINT SUBMISSION

1. All complaints should be made in writing, using the **Complaint** form (Appendix No. 1 hereto) and in accordance with the *Complaint Regulations*.
2. The reason for the complaint should be documented by means of a description of the defect on the **Complaint** form, together with evidence of the complaint in the form of, e.g., photographs of the damage, a sample of the damage, etc.
3. Complaints made in any other form shall be deemed not to have been submitted and shall not be considered.
4. The Buyer shall submit a complaint to the Seller by e-mail to:

E-mail:	Re:
▪ quality@aifo.pl	AiFO COMPONENTS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ S.K.A.
▪ reklamacje@aifo.pl	AiFO GROUP SP Z O.O.

5. The Buyer should describe the defects of the goods in detail so that the Seller can handle the complaint without undue delay caused by the need to establish the reasons for the complaint.
6. The Buyer shall be obliged to provide the Seller, truthfully, with all information about the nature of the defect and the reasons for its occurrence. This serves to make a proper assessment of whether the resulting defect is repairable under the warranty. In the event of concealment or misrepresentation, the Buyer forfeits the granted warranty.

III COMPLAINT HANDLING

1. If the complaint meets formal requirements, the deadline for recognition of the Buyer's complaint under the warranty is 14 working days.
2. If the Seller considers the complaint valid, the Buyer shall deliver the defective goods to the Seller, on its own account, and the Seller shall deliver defect-free goods, or the Seller and the Buyer shall terminate the concluded contract, resulting in the refund of the price paid and the simultaneous return of the defective goods.
3. If the defect concerns only one of the elements of the goods or one of its parts, and the Seller considers the complaint valid, the Seller shall deliver a new part or element to the Buyer, and the Buyer shall install the new part or element delivered by the Seller on its own, without charging the Seller with the installation costs.
4. The Buyer shall be obliged to consult the Customer Service or the account manager regarding the dispatch of the goods under complaint and to send a request for the dispatch of the goods under complaint by e-mail to the account manager's e-mail address and to biuro@aifo.pl. Goods sent back without prior consultation shall not be accepted.
5. If AiFO confirms the validity of the complaint on the basis of the submitted documentation and photographs, it shall arrange for transport and cover the costs of returning the defective goods. In the event that the Buyer returns the goods without prior approval and a positive decision from the Seller, AiFO shall not be liable for the return costs incurred and shall not compensate for them.
6. Failure on the part of the Buyer to properly secure the goods returned under complaint may result in the complaint not being recognised as a result of additional defects and the inability to identify the root cause of the complaint.

IV LIABILITY

1. The Buyer undertakes to inspect the goods before their first use after delivery by the Seller as part of each delivery.
2. Apart from warranty liability for physical defects of the goods, the Seller shall not be liable to the Buyer for any damage caused by the goods or in connection with their possession or use, subject to liability under mandatory provisions of law.
3. AiFO's liability includes refund of the purchase price or replacement of defective goods only for reasons attributable to AiFO, within 21 working days from the date of the complaint recognition. The right to a refund of the purchase price shall only exist insofar as AiFO does not have non-defective goods available which can be delivered to the Buyer in exchange for the defective goods.
4. AiFO shall not be liable for the unjustified return of goods and the associated costs.
5. The Seller shall not be liable for any loss, damage or costs (direct or indirect) of the Buyer due to delivery errors or delays caused by the logistics operator.
6. The Seller shall not be liable for the information contained on its website, and in particular in catalogues, brochures, leaflets, advertisements and other publications as they do not constitute an offer within the meaning of the Civil Code, even if accompanied by a price.

7. Publications regarding the products sold by the Seller are for information purposes only. The technical details given in the publications are subject to change at any time, including due to constant technical industry developments.

V FINAL PROVISIONS

1. If the above-mentioned recommendations are not followed, the warranty shall no longer be valid.
2. The rules contained in these Regulations may be amended by mutual agreement in the commercial contract with the Customer.
3. In the event of an unjustified complaint, all complaint and transport costs incurred by the manufacturer shall be paid by the person submitting the complaint within 7 days of the VAT invoice date.

VI INFORMATION CLAUSE FOR THE PERSON SUBMITTING THE COMPLAINT (pursuant to Article 13 of the GDPR)

1. **Data Controller:** The personal data controller is AiFO COMPONENTS SP. Z O.O S.K.A. and/or AiFO GROUP SP. Z O.O.; telephone: +48 14 611 32 20; www.aifo.pl.
2. **Data processing purpose and basis:** personal data shall be processed for the purpose of considering and handling the submitted complaint, which constitutes the pursuit of our legitimate interest to duly consider and handle claims (basis under Article 6(1)(f) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "GDPR")).
3. **Data recipients:** we can only transfer data to:
 - a) processors to whom we outsource activities requiring data processing;
 - b) entities entitled to obtain data on the basis of applicable law.
4. **Data retention period:** personal data shall only be retained for the period and to the extent necessary to fulfil the purpose of the processing.
5. **Your rights:** the right to access the content of your data, the right to rectify it, erase it, restrict its processing, to object to processing based on our legitimate interest, and the right to lodge a complaint with the President of the Personal Data Protection Office if it is found that the processing of your personal data violates the provisions of the GDPR.
6. **Voluntary provision of data:** the provision of personal data is voluntary, but necessary to fulfil the above-mentioned purpose, with the consequence of failing to provide data being the impossibility to handle the complaint.