

## **Complaint / Return Regulations of Grupa Weba.**

We make every effort to ensure that the goods we manufacture are of the highest quality and free from defects. We hereby present the regulations addressing any complaints and returns, created to facilitate the process of handling any such issues.

### **1. Warranty**

#### **1.1 General principles**

Depending on the Trade Item category, various warranty rights shall apply, as detailed hereinbelow:

- a) Own products of Grupa Weba, other than MRS stations (gas pressure reducing and measuring stations), household gas points - the warranty period is 36 months from the date of purchase of the Trade Item,
- b) Trade items distributed by Grupa Weba - the warranty period is as indicated in the warranty cards of respective manufacturers,
- c) MRS stations (gas pressure reducing and measuring stations), household gas points - the warranty period is 36 months from the date of purchase of the Trade Item, with the exclusion of MRS equipment such as: pressure regulators, gas meters, exhaust valves, pressure transducers, correction devices, telemetrics and other electronic equipment. This equipment is subject to warranty on terms and conditions of their respective manufacturers.

1.2 Grupa Weba shall be held responsible, under warranty, for the quality of any trade items produced by Grupa Weba. Each Trade Item carries a sticker that indicates, in particular, its manufacturer, name, product index and batch number. Original stickers have coloured Grupa Weba logos.

1.3 Grupa Weba's warranty shall not cover the equipment's external appearance, but only its function consisting in leak-tight gas flow and installation safety. With regard to gas cabinets produced by Grupa Weba, Grupa Weba's warranty shall cover the housing's perforation due to rust.

1.4 The warranty shall not cover any mechanical damage, in particular caused by improperly performed leak tests, improper installation, improper securing during transport or improper storage, subsidence of ground and buildings and installation stress.

1.5 Any unauthorised attempts to tamper with the Trade Item, especially modifications to the Trade Item or disassembly of the Trade Item's components shall make the Buyer's warranty rights null and void.

1.6 The Buyer shall forfeit their warranty rights for the Trade Item's physical defects if they fail to inspect the Trade Item and promptly inform Grupa Weba about the defect in writing or by e-mail, and if the defect manifests later, if they fail to inform Grupa Weba about the defect in writing or by e-mail promptly after it is identified. Complaints should be sent to: [export@weba.com.pl](mailto:export@weba.com.pl)

1.7 The complaint form, containing information about the Trade Item subject to the complaint, must be used to inform about any defects of the Trade Item. If it is necessary to disassemble the Trade Item, the Buyer shall forfeit their warranty rights for the Trade Item's physical defects, should they make it impossible for Grupa Weba to inspect the Trade Item prior to its disassembly; it is understood that sending photographic evidence by e-mail shall be sufficient.

## **2. Statutory warranty**

2.1 Grupa Webba shall be held responsible towards the Buyer for any physical and legal defects of the Trade Items subject to the stipulations of the Civil Code, provided that:

- a) The Buyer shall forfeit their statutory warranty rights for the Trade Item's physical defects if they fail to inspect the Trade Item and promptly inform Grupa Webba about the defect in writing or by e-mail, and if the defect manifests later, if they fail to inform Grupa Webba about the defect in writing or by e-mail promptly after it is identified.
- b) The Buyer shall forfeit their statutory warranty rights for the Trade Item's physical defects if they make it impossible to Grupa Webba to inspect the Trade Item prior to its disassembly.
- c) If the Parties agreed that the issue and pick-up of the trade items is to be done in instalments and Grupa Webba, despite the Buyer's demand, failed to deliver, in the place of any faulty Trade Items the same number of Trade Items that are free from defects, the Buyer may not terminate the agreement with regard to the part of Trade Items to be delivered later,

## **3. Filing a complaint for goods damaged in transport or a quantity complaint**

3.1 The complaint should be filed by e-mail, using a complaint form, to a sales assistant in the office or a sales coordinator in the field, no later than 5 business days from the date of receiving the goods.

3.2 With regard to complaints for goods damage in transport, the receiver shall inspect the shipment, in the courier's presence, for any damage that may have occurred during the transport. Complaints may only be filed together with a damage protocol co-signed by the courier. The carrier shall examine the complaint within 30 calendar days.

## **4. Filing a complaint for defective goods**

4.1 Grupa Webba. reserves the right to examine complaints for their own goods within 14 calendar days and as specified by relevant manufacturers in their respective regulations for products distributed by Grupa Webba. If a complaint is approved, the time to repair the defect shall be determined case by case.

## **5. Complaint form**

- 5.1 Only complaints filed on a complaint form, available at [www.Weba.com.pl](http://www.Weba.com.pl), "Download" section, or from an account manager, shall be examined.
- 5.2 The complaint form must state the subject of the complaint, the VAT invoice number, the purchase date, the date of identifying the defect, a brief description of the defect and the Buyer's demands.
- 5.3 If the complaint is approved, the Buyer shall have the right to select the demand. Regardless, the Company may propose another solution, as permitted by the legal regulations, with the following circumstances in mind: the ease and promptness of replacement or repair, the defect's nature (major or minor), the goods' history of complaints.

## **6. Shipping the defective goods**

6.1 The Buyer shall prepare the goods subject to the complaint to be ready for pick up by a carrier assigned by Grupa Webba. and for delivery to the Company's registered office for the purpose of making a detailed inspection or forwarding the distributed goods to their respective manufacturer.

6.2 Grupa Webba. shall deliver the goods to the Buyer, after the detailed inspection, at their own cost.

## **7. Approving the complaint**

7.1 If the complaint is approved, Grupa Weba shall, at their own cost, ship the Trade Items whose defect they shall remove, or, if it proves impossible to remove such defects, Grupa Weba shall ship Trade Items that are free from any defects and reimburse the Buyer for the cost of delivery of the Trade Items subject to the complaint to Grupa Weba.

## **8. Return of Trade Items**

8.1 Unless otherwise specified in the trade agreement, the Buyer shall have the right to return the Trade Items within 30 calendar days from their reception date.

8.2 The Buyer may only return the Trade Items to Grupa Weba if:

- a) the Trade Items are of full value and in undamaged, original packaging,
- b) the Trade Items have no signs indicating use or installation,
- c) the Trade Items are listed in Grupa Weba's trade offer (with a catalogue price assigned in the price list in force) on the day of return

8.3 The Buyer's right specified in Item 8.1 shall not apply to PE pipes and any items produced or purchased in special quantities that satisfy the Buyer's needs, but significantly exceed Grupa Weba's production or purchasing plan.

8.4 In particular, the Buyer's right specified in Item 8.1 shall not apply to MRS stations (gas pressure reducing and measuring stations), household gas points and other goods manufactured specifically at the Buyer's order.

## **9. MRS stations (gas pressure reducing and measuring stations), household gas points**

9.1 The complaints shall be e-mailed to [export@weba.com.pl](mailto:export@weba.com.pl). The complaint should specify the MRS station's serial number, the installation address, the claimant's information, the date and the purchase document's number.

9.2 Grupa Weba shall investigate the complaint within 14 days from its submission. If a complaint is approved, the time to repair the defect shall be determined case by case. If the defect repair time depends on the time needed to obtain any parts from the manufacturer, this time may be extended if such parts are unavailable.

9.3 If the complaint is found to be unjustified, the Buyer shall be charged with the costs incurred by Grupa Weba, in particular the cost of expert's examination, travel and labour-hours.

9.4 If the complaint applies to a device that can be disassembled from the MRS station (a pressure regulator, a gas meter, a manometer, etc.) the complaint shall only be investigated once the device in question is delivered to Grupa Weba's address. **In case of complaints applying to installations in MRS station, in particular any leaks, the manufacturer's service technicians shall arrive at the MRS station's installation site (within Poland).** Item 9.3 shall apply as relevant.

9.5 Gas pressure regulators, gas meters, exhaust valves, pressure transducers, correction devices, telemetrics and other electronic equipment shall not be covered with the MRS station warranty. Grupa Weba's liability shall be limited to statutory warranty and the said devices shall be covered with warranty subject to stipulations specified in their warranty cards by their respective manufacturers.

9.6 The warranty shall not cover any damage, in particular caused by improperly performed leak tests, changes to the regulator's settings, defective installation, stresses in the connection or any mechanical damage. Item 9.3 shall apply as relevant.



9.7 Any unauthorised attempts to tamper with the Trade Items, especially to the installation or disassembly of equipment, shall make the warranty rights null and void.

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Date

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(stamp and signature of the President of Grupa Weba)