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	Complaint Bylaws FAM – Technika Odlewnicza Sp. z o.o. w Chełmnie	
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1. Aim

The aim of these Bylaws is to indicate rules for lodging complaints with the Company and the handling thereof.

2. Scope

These Bylaws form the Company's internal document and are binding upon all the Customers of the Company who have not individually signed agreements governing the handling of Complaints.


3. Competence and responsibility

- 3.1. A Claimant is obliged to lodge Its Complaint with the Producer in accordance with the principles laid down in these Bylaws.
- 3.2. The Producer is obliged to accept the Complaint and inform the Claimant on how it will be handled.
- 3.3. The receipt and handling of any qualitative and quantitative Complaints shall be the responsibility of the Producer's Quality Assurance Department.
- 3.4. The receipt and handling of any price Complaints shall be the responsibility of the Producer's Sales Department.
- 3.5. The Customer Consultant and an employee of the Producer's Quality Assurance Department are required to keep the Claimant informed about the course of the complaint process.
- 3.6. Upon receiving a complaint notification from the Claimant, the Customer Consultant must immediately, on the next business day at the latest, refer it to the Producer's Quality Assurance Department.
- 3.7. The responsibility for providing the Claimant with information about the recognition or non-recognition of a Complaint lies with the employee of the Producer's Quality Assurance Department and with the Customer Consultant.

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4. Description of the procedure

4.1. Acceptance of complaint notification

- 4.1.1. The deadline for Complaints - a Complaint may be lodged within:
- a) 24 months from the Date of sale of a product - in the case of a Complaint concerning the quality of latent Defects and patent Defects, for a product selected from a goods lot;
 - b) 30 days from the Date of sale - concerns quality complaints for the whole lot of purchased goods;
 - c) 3 business days from the date of receipt of goods - in the case of quantitative Complaints.
- 4.1.2. Complaints lodged after the deadline specified in the preceding paragraph shall not be considered.
- 4.1.3. The Claimant is obliged to lodge Its Complaint immediately after It has found a product and/or service defect.
- 4.1.4. Complaints should be submitted: by e-mail to reklamacje@fam-to.pl or to Customer Consultant; or in writing to the following address: FAM - Technika Odlewnicza Sp. z o.o., ul. Polna 8, PL 86-200 Chełmno.
- 4.1.5. If a Customer has purchased Producer's products from a Distributor, a Complaint must be lodged at the place of purchase. The Distributor, who in this case is the Claimant, is obliged to provide the product under Customer Complaint to the Producer immediately.
- 4.1.6. The Claimant shall deliver the product under complaint to the Producer's registered office at Its own expense, or arrange rules of sending the product under Complaint with each individual complaint notification.
- 4.1.7. Content of a complaint - Any complaint should be submitted in writing on the Complaint notification form "Complaint Notification" which is available: on the website www.f-to.pl, at the Customer Consultant, on the premises of the Distributors.
- 4.1.8. The Complaint notification form must be accompanied by copies of documents proving the legitimacy of Complaints:
- a) an invoice confirming the purchase of the product under Complaint from the Producer;
 - b) confirmation of the costs incurred by the Customer attributable to product defects;
 - c) photographs of product defects where no product return is available.

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- 4.1.9. If the complaint concerns a product damaged in transport, a complaint notification form must be accompanied by a forwarder's protocol confirming the shipment damage in transport.
- 4.1.10. If a complaint notification is not accompanied by the necessary documents confirming the legitimacy of the Complaint, the Claimant has the right to deliver them within 14 business days from the date of delivery of the product under Complaint to the Producer's registered office. Failure to submit these documents makes the Complaint unfounded.
- 4.1.11.** The date of Complaint acceptance - the date of Complaint acceptance shall be the date on which full documentation is delivered to the Producer's registered office.

4.2. The handling of Complaints by the Producer

- 4.2.1. The Producer undertakes to handle any Complaint within 14 days from the date of acceptance of the Complaint.
- 4.2.2. If a Complaint may not be responded within a period set out in 4.2.1., and identification of the cause requires an opinion by an independent expert or performance of tests at an independent laboratory; the Producer shall inform the Claimant within 14 days from the date of the Complaint acceptance of inability to respond to the Complaint, giving the reason for the delay and the expected date of a response, which may not exceed 30 business days from the date of acceptance of the Complaint.
- 4.2.3. The Producer may recognize, reject, or partially recognize the legitimacy of Complaint.
- 4.2.4. The Producer shall respond to a Complaint in writing on a complaint form QF-W6-01-02-01 or another form if the complain form was not included.
- 4.2.5. The date of dispatch of a response by the Producer shall be deemed the date of response to a Complaint.
- 4.2.6. In the event of rejection by the Producer of the legitimacy of a Complaint, the Claimant may, within 30 days from the deadline for a reply to the Complaint, collect the product under complaint from the Producer. At the request of the Claimant the Producer shall, within 30 days from the date of response to the Complaint, send to the Claimant the product under complaint at the expense of the Claimant. In the event of failure to collect the product under complaint within the prescribed period, the Producer has the right to scrap the product under Complaint.
- 4.2.7. The following products shall not be liable to complaint:
- a) if the warranty period specified in 4.4 has expired;

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- b) if a product has mechanical damage (not applicable to Complaints as described in 4.1.9. and has damage to the original product);
- c) if a product has damage caused by natural wear and tear if the warranty period has expired;
- d) if the shades of coatings and raw castings slightly differ visually from the original;
- e) if a damage results from improper application in relation to the purpose;
- f) if a product has traces of repairs;
- g) if the Goods have features of processing.

4.2.8. Along with the decision to recognize a Complaint, the Producer shall inform the Claimant about the way the complaint will be settled, unless it is subject to separate arrangements between the parties, subject to paragraph 4.5.

4.3. An appeal against the decision on a Complaint

4.3.1. A Customer has the right to appeal against the decision of the Producer on a complaint within 14 business days of receipt of the letter of response to the Complaint. After this date the appeal shall be rejected.

4.3.2. Appeals must be submitted in the manner specified in paragraph 4.1.4.

4.4. Repair, replacement and service

4.4.1. Repair and replacement of products arising from a recognized complaint are performed free of charge.

4.4.2. Repair and replacement of products are made within the time agreed individually with the Claimant.

4.4.3. In the event of recognition or partial recognition of the legitimacy of a complaint, the Producer shall repair or replace the product and deliver it at Its own cost to the Claimant.

4.4.4. In the event a replacement of a product is not possible, the Producer shall be obliged to:

- a) issue a correction invoice to the benefit of the Claimant, or
- b) provide compensation in the form of a different product with a value equivalent to the value of the product under Complaint.

4.5. Return of purchased goods

4.5.1. Goods compliant in quality and manufactured according to the Customer's order shall not be returned.

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4.5.2. Goods returned to the Producer's registered office and bearing traces of mechanical damage or signs of use shall not be returned unless the complaint is related to a disclosure of a latent defect.

5. Definitions

- 5.1. Date of sale** - date of issue of invoice by the Producer;
- 5.2. Distributor** - agent acting on Its own behalf and on Its own account, cooperating with the Producer on the principle of product or geographic exclusivity on the basis of long-term contracts, a wholesale or a retail business with its own sales network.
- 5.3. Customer** - natural or legal person who is an entrepreneur within the meaning of the relevant legislation, or an organizational unit having the ability to enter into rights and obligations in Its own name;
- 5.4. Customer Consultant** - employee of the Producer's Sales Department responsible for ongoing commercial cooperation with the Customer;
- 5.5. Producer** - FAM Technika Odlewnicza Sp. z o.o. in Chełmno;
- 5.6. Complaint** - Claimant's request addressed to the Producer in connection with an unsatisfactory quality of the goods and/or services, or quantity or price inconsistency of goods and/or services sold;
- 5.7. Pricing Complaint** - a Complaint concerning price discrepancies between the sales document issued by the Producer and the price list agreed with the Customer;
- 5.8. Quantitative Complaint** - a Complaint concerning a product supplied by the Producer in a quantity inconsistent with the quantity listed in the Customer's order or on the Producer's CI document attached to the shipment;
- 5.9. Quality complaint** - a Complaint concerning a product supplied by the Producer with quality parameters inconsistent with a Customer's order;

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- 5.10. Claimant** - an entity (Customer or Distributor) lodging a Complaint;
- 5.11. Shade difference** - the difference resulting from different deliveries of material used, or different production lots of the same range;
- 5.12. Company** - FAM – Technika Odlewnicza Sp. z o.o. in Chełmno;
- 5.13. Goods processed** - a product which has undergone further treatment after it was delivered by the Producer;
- 5.14. Patent defect** - a defect which can be determined after a thorough observation of a product;
- 5.15. Latent defect** - a defect which manifests itself during the proper use of a product;