

## COMPLAINT PROCEDURE

### I. COMPLAINTS MADE BY CONSUMERS AND INDIVIDUALS CONCLUDING AN AGREEMENT DIRECTLY RELATED TO BUSINESS ACTIVITY WHERE THE CONTENT OF THIS AGREEMENT SHOWS THAT IT DOES NOT HAVE A PROFESSIONAL CHARACTER FOR THAT PERSON

1. The seller is obliged to deliver goods free from defects. Otherwise, the buyer has the right to file a complaint with reference to the provisions regarding defects of the sold goods.
2. Complaints regarding defects in goods should be submitted in writing to the following address: Foodcom S.A., ul. K. Komedy 2/3, 02-517 Warsaw, or by e-mail to the following address: claim@foodcom.pl In the complaint, the buyer should indicate the sales agreement to which the complaint relates, what the defect of the goods is, indicate the expected method of handling the complaint and the preferred method of contact in the matter of the complaint, together with contact details. Providing the data referred to in the previous sentence will contribute to the efficient conduct of the complaint process by the seller.
3. The seller is liable under the warranty if the defect in the goods is discovered before the expiry of two years from the date of delivery of the goods to the buyer. The expiry of the period for discovering the defect does not exclude the exercise of rights under the warranty if the seller has fraudulently concealed the defect.
4. If the goods are defective, the buyer may request that they be replaced with a defect-free goods or that the defect be removed. The seller is obliged to replace the defective goods with defect-free goods or remove the defect within a reasonable time without excessive inconvenience to the buyer.
5. In addition, the buyer may submit a declaration of a price reduction or withdrawal from the sales agreement, unless the seller immediately and without excessive inconvenience to the buyer replaces the defective goods with defect-free ones or removes the defect. This limitation does not apply if the goods have already been replaced or repaired by the seller or the seller has not fulfilled the obligation to replace the goods with defect-free ones or to remove the defect.
6. The seller may refuse to satisfy the buyer's request if bringing the defective goods into conformity with the sales agreement in the manner chosen by the buyer is impossible or would require excessive costs compared to another possible manner of bringing the goods into conformity with the sales agreement.
7. The buyer may not withdraw from the sales agreement if the defect of the goods is insignificant.
8. The Buyer exercising warranty rights is obliged to deliver the defective goods to the place where they were issued to the Buyer at the Seller's expense.
9. The seller is obliged to respond to the complaint within 14 days of its receipt. If the seller fails to do so, it is considered that the seller has accepted the complaint. If the buyer has requested the exchange of goods or removal of the defect or has made a statement about a price reduction, specifying the amount by which the price is to be reduced, and the seller has not responded to this request within fourteen days, it is considered that the seller has considered this request justified.
10. If the seller does not accept the buyer's complaint, the buyer is obliged to collect the goods at the place where they were issued to him.

11. The seller, as an intermediary, may grant the buyer a limited guarantee for the goods, provided that this is expressly indicated in the content of the sales agreement or in a separate guarantee document constituting an annex thereto, together with the provision of the guarantee period. Specifying in the sales agreement or any document issued by the manufacturer of the goods the expiry date or suitability for use/consumption of the goods is equivalent to granting a limited guarantee for the goods by its manufacturer until the expiry of this period. The conditions and term of the guarantee provided by the seller for the goods will each time depend on the conditions and term set by the manufacturer of the goods. In the absence of specifying detailed guarantee terms in the content of the sales agreement or in a separate guarantee document, it is assumed that the guarantee granted applies only in the case of storage and transport of the goods in appropriate conditions. Guarantee claims include only the right to replace defective goods or reduce the price, and the term of the guarantee granted cannot be longer than the expiry date or suitability for use/consumption of the goods specified by the manufacturer of the goods or by the parties in the sales agreement or an annex thereto. The acceptance of a guarantee claim by the seller will always depend on the acceptance of the claim by the manufacturer of the goods. The buyer cannot demand directly from the seller the replacement or repair of the goods, or a refund or reduction of the price, or make any other claims resulting from the granted limited guarantee, in the event of the complaint not being accepted by the manufacturer.
12. The limited guarantee is granted exclusively to the buyer and cannot be transferred to third parties who are not entitled to make any claims against the seller. Hereby, if the guarantee conditions for a given product provide for the right for the buyer to withdraw from the sales agreement, this right is excluded if the physical defect of the product is not significant. If the defect is significant, the right to withdraw from the sales agreement applies only to that part of the product to which the defect applies, regardless of whether the defect applies to goods delivered in one or more batches under the same sales agreement. Withdrawal from the sales agreement in its entirety is only permissible if the defect applies to the entire product that is the subject of the sales agreement and it is significant.

**II. COMPLAINTS MADE BY ENTREPRENEURS WITHIN THE MEANING OF ARTICLE 43<sup>1</sup> OF THE CIVIL CODE, IN THIS LEGAL PERSONS, ORGANIZATIONAL UNITS NOT HAVING LEGAL PERSONALITIES, WHICH ARE GIVEN LEGAL CAPACITY BY SEPARATE PROVISIONS, OR NATURAL PERSONS CONDUCTING A BUSINESS ACTIVITY, CONCLUDING AN AGREEMENT WITHIN THE FRAMEWORK OF THEIR BUSINESS ACTIVITY, WHICH HAS A PROFESSIONAL CHARACTER FOR THEM**

1. Upon receipt of the goods, the Buyer should check the condition and quantity of the delivered goods, in particular their packaging, labels and other elements agreed by the parties, for any deficiencies or other obvious discrepancies with the sales agreement.
2. The deadline for filing a complaint regarding defects referred to in point 1 above is 3 days from the date of receipt of the goods, taking into account the delivery and risk assumption rules set out in the sales agreement, resulting from the currently applicable set of Incoterms rules of the International Chamber of Commerce. If the buyer fails to file a complaint within the deadline resulting from the previous sentence, it is considered that the goods have been delivered in accordance with the sales

agreement, and the buyer is not entitled to any claims related to the condition and quantity of the delivered goods at a later date.

3. In the event of other defects than those specified in point 1 above, the buyer is obliged to examine the goods within 7 days of their receipt, and in the event of finding defects, to file a complaint within 7 days of finding them. The seller recommends that the goods be assessed in a manner accepted and appropriate for the given type of goods (in particular in an accredited laboratory) before their further use, because the seller is not responsible for the further use of the goods by the buyer. Apart from the assurances indicated in the sales agreement and/or documents attached thereto, the seller does not make any other assurances or any guarantees regarding the quality of the goods, their purpose or application.
4. In each case, the complaint must be sent by e-mail to the e-mail address [claim@foodcom.pl](mailto:claim@foodcom.pl), under penalty of refusal to consider it.
5. The complaint must include a detailed description of the defect and, in the case of defects other than those indicated in point 1 above, also documentation confirming its occurrence (in particular the results of tests carried out by one of the renowned laboratories, e.g. Eurofins, JS Hamilton, SGS, provided that testing of the given product falls within the scope of the given laboratory's accreditation, or information on ordering such tests and the expected date of obtaining their results), with a precise specification of what part of the goods it concerns and what claims the buyer has against the seller.
6. The Seller is not bound by the content of the Buyer's complaint request. A complaint that meets the conditions specified in points 1-5 above will be considered by the Seller within 30 days of its receipt by the Seller. If the Seller fails to respond to the Buyer's complaint request within the time limit resulting from the previous sentence, it is considered that the complaint has been considered negatively in its entirety.
7. The seller, as an intermediary, may grant the buyer a limited guarantee for the goods, provided that this is expressly indicated in the content of the sales agreement or in a separate guarantee document constituting an annex thereto, together with the provision of the guarantee period. Specifying in the sales agreement or any document issued by the manufacturer of the goods the expiry date or suitability for use/consumption of the goods is equivalent to granting a limited guarantee for the goods by its manufacturer until the expiry of this period. The conditions and term of the guarantee provided by the seller for the goods will each time depend on the conditions and term set by the manufacturer of the goods. In the absence of specifying detailed guarantee terms in the content of the sales agreement or in a separate guarantee document, it is assumed that the guarantee granted applies only in the case of storage and transport of the goods in appropriate conditions. Guarantee claims include only the right to replace defective goods or reduce the price, and the term of the guarantee granted cannot be longer than the expiry date or suitability for use/consumption of the goods specified by the manufacturer of the goods or by the parties in the sales agreement or an annex thereto. The acceptance of a guarantee claim by the seller will always depend on the acceptance of the claim by the manufacturer of the goods. The buyer cannot demand directly from the seller the replacement or repair of the goods, or a refund or reduction of the price, or make any other claims resulting from the granted limited guarantee, in the event of the complaint not being accepted by the manufacturer.

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9. The application of the provisions on the seller's liability under the warranty for physical defects of goods is hereby excluded, while the seller's contract liability is limited exclusively to cases of wilful misconduct.