

Regulations of Processing Complaints by the Complaints Department of RMA Action S.A. Service Centre

§ 1 General Provisions

1. These Regulations (hereinafter referred to as the '*RMA Service Centre Complaints Regulations*') specify the rules and conditions of complaint processing by the Complaints Department of the RMA Action Service Centre connected with complaints related to hidden defects of Goods, warranty for physical defects of the Goods, the Goods not working from new or the Goods being broken during use.
2. The Complaints Regulations of the RMA Service Centre constitute an integral part of the Terms and Conditions of Cooperation and the Use of the ACTION S.A. 'I-SERWIS' IT System.
3. In matters not regulated by these DRW Complaints Regulations, the provisions of the Terms and Conditions of Cooperation and the Use of the ACTION S.A. 'I-SERWIS' IT System shall apply.
4. The Regulations are made available free of charge in PDF format (*Portable Document Format*) at the domain address <https://is3.action.pl/home/rules> and at the premises of ACTION. The Regulations may be downloaded from the place of publication and, after saving on a medium, they may be stored and used in the ordinary course of activities.
5. The terms used herein have the meaning assigned to them in the Terms and Conditions of Cooperation and the Use of the ACTION S.A. 'I-SERWIS' Information System.

§ 2 Description and conditions of processing complaints by the RMA Complaints Department

1. The RMA Service Centre Complaints Department is the organisational unit of ACTION processing complaints related to defects of Goods.
2. The RMA Complaints Department does not process complaints related to shipments of Goods to Counterparties, returning of the Goods by the Counterparties, and complaint obligations of another entity other than Action S.A. (e.g.: Goods covered by an external guarantee serviced by authorised service centres on the terms and conditions specified by the manufacturer (factory) specified in the guarantee card.) Specified Goods are marked with the symbol (F) on the Warehouse Release or Release from the Action Service Centre document.
3. On the terms and conditions specified in the Regulations and appendixes to the Regulations, constituting an integral part thereof (including in the RMA Service Centre Complaints Regulations), through the I-SERWIS the RMA Service Centre Complaints Department, in particular, accepts complaints arising from:
 - a. hidden defects of Goods
 - b. non-working of the Goods from new
 - c. defects of Goods revealed during their use
4. Processing Warranty complaints:
 - a. Since ACTION S.A. conducts specialised business activity of a bilaterally professional nature of concluded agreements and goods purchased by Counterparties are intended for further resale, the

- parties exclude the Supplier's liability under warranty for defects of goods (Article 558 §1 of the Civil Code) with the exception of goods for which Action S.A. granted a separate warranty.
- b. In the event that the declarations of the buyer of the Goods on the fulfilment of the Counterparty's characteristics in accordance with §2 (2) of the i-Serwis Regulations proved to be inconsistent with the reality, ACTION carries out obligations under warranty in accordance with the provisions of the Civil Code.
 - c. A separate Warranty granted for physical defects for the selected groups of goods referred to in item a (above) shall only cover the Counterparty's right to request the delivery of goods free from defects instead of the defective items. Other rights resulting from the provisions on statutory warranty for physical defects shall be excluded pursuant to Article 558 §1 of the Civil Code.
5. Processing complaints under the Guarantee granted by ACTION S.A.
- a. The current period and type of guarantee for a particular product is given in the document RELEASE FROM THE WAREHOUSE, RELEASE FROM THE SERVICE CENTRE or is specified in the guarantee card of ACTION S.A.
 - b. Symbol (G) denotes that it is the Action Guarantee and the digital marking specifies the number of months of the guarantee from the moment of purchase at Action S.A.
 - c. Symbol (W) denotes that it is the Perpetual Action Guarantee. Its period ends (expires) after one year from the date the manufacturer or the factory ceases the production of a given assortment.
 - d. Symbol (B) denotes lack of Guarantee, and the goods are not subject to the RMA complaint procedure
 - e. Complaints concerning products with the guarantee cards of Action S.A. shall be settled and implemented by the SERVICE Department in accordance with the terms and conditions contained therein.
6. Complaints arising from the above-mentioned titles should be submitted during the period of liability calculated from the date of delivery of the Goods.
7. The condition for accepting the goods by the Action S.A. SERVICE CENTRE RECEIPTS DEPARTMENT is reporting the products concerned by the complaint via the Internet I-SERWIS program and assigning the product an individual RMA number by Action.
8. The goods may be accepted at the Action S.A. SERVICE CENTRE RECEIPTS DEPARTMENT, if the goods are delivered by the Counterparty in person or via a carrier (forwarder) at the Counterparty's cost and risk.
9. Sets (whole computers), laptops for which a guarantee has been granted, which is confirmed by the issued Action S.A guarantee card, must be delivered to the SERVICE CENTRE RECEIPTS DEPARTMENT, and in the case of shipments (parcels), the following text must be added thereon 'SERVICE CENTRE RECEIPTS DEPARTMENT'.
10. The Goods sold in the form of sub-assemblies (computer parts) must be:
- a. accompanied with a printout (notification) showing the assigned RMA number, in the case of personal delivery to the Action S.A. SERVICE CENTRE RECEIPTS DEPARTMENT,
 - b. accompanied by the text 'SERVICE CENTRE RECEIPTS DEPARTMENT' with the RMA number placed in a visible place on the parcel in the case of shipment. Failure to comply with this will result in the refusal to accept the shipment and rejecting the complaint as unjustified.
11. The conditions for accepting at the Action S.A. SERVICE CENTRE RECEIPTS DEPARTMENT are:
- a. Completeness of the device supplied in the original packaging, i.e. with such equipment and in the configuration in which it was purchased by the Counterparty

- b. Attaching: a copy of the purchase invoice, a correctly filled Action S.A. guarantee card (i.e. containing the date of the release of the goods, signature and stamp of Action) and a detailed description of the damage (or filled in complaint form)
 - c. If the goods are not accompanied by the Action S.A. guarantee card:
 - i. they must have the attached guarantee stickers untouched (the silver and colourful one)
 - ii. they should be delivered with a legible document of RELEASE FROM ACTION S.A. WAREHOUSE or RELEASE FROM ACTION S.A. SERVICE CENTRE with the signature and stamp of Action S.A.
 - d. If goods are delivered to the SERVICE CENTRE RECEIPTS DEPARTMENT by a carrier (forwarder) – additionally attaching specifications to each package, which shall include:
 - i. name of the goods.
 - ii. serial number of the goods if it is specified as to the identity.
 - iii. description of the attached equipment.
 - iv. quantity of goods contained in a given parcel.
 - v. detailed description of the defects.
 - e. Removal of stickers, tapes and markings placed on the goods by the Counterparty
12. In the case of the personal delivery of goods, confirmation of accepting the goods at the Action S.A. SERVICE CENTRE RECEIPTS DEPARTMENT is the issue of the company SERVICE REVERSE DOCUMENT of Action S.A.
13. The Action S.A Service Centre reserves that:
 - a. It does not issue a duplicate in the aforementioned SERVICE REVERSE DOCUMENT or the document of RELEASE FROM ACTION S.A SERVICE CENTRE.
 - b. It shall not be held liable for the consequences of the loss of the SERVICE REVERSE DOCUMENT or the document of RELEASE FROM ACTION S.A SERVICE CENTRE.
14. In the case of delivery of goods through a carrier (forwarder), the confirmation of acceptance of the parcel at the SERVICE CENTRE RECEIPTS DEPARTMENT is submitting a signature and a stamp with the name of an employee of the Action S.A. service centre on the consignment note.
 - a. At the same time, Action S.A. reserves the right to withdraw the goods from the service centre and send it back to the Counterparty at its cost if the Counterparty fails to keep the conditions specified in §2 item 5(e); 7; 8; 9; 10(a); 10(b); 11; or the condition of the shipment deviates from that described in the attached documents.
 - b. The withdrawal of the goods referred to in §2 (14)(a) or explaining potential non-compliances may take place within two working days from the date of submitting the stamp and signature on the consignment note by an employee of Action S.A.
 - c. The Counterparty may raise objections concerning the condition of the goods returned to it by the Action S.A. Service Centre (e.g. quality, performance, equipment, etc.) within two working days from the date of receipt of the goods (the date of signing the consignment note by the Counterparty).
 - d. Failure to report the objections listed in §2 (14)(a) and 14(b) shall mean accepting the condition of the shipment by Action S.A. and the loss of rights under §2 (14)(b).
 - e. Failure to report the objections mentioned in §2 (14)(c) by the Counterparty shall mean accepting by the Counterparty, the condition of the shipment of goods returned by the Action S.A service centre.
15. Service deadlines:
 - a. The Action S.A. Service Centre undertakes to respond to the Counterparty's complaint report within

12 business days counted from the date of accepting the goods at the Receipts Department Service. Attaching the RMA number will be considered within 2 working days from the date of filing the complaint by the Counterparty.

- b. Action S.A. SERVICE DEPARTMENT undertakes to repair the goods reported under the complaint procedure within the time limit specified in the guarantee card.
- c. In special cases (conditional acceptance), the repair time may be extended up to 3 months.
- d. The date of commencing the complaint at the Action S.A. SERVICE CENTRE RECEIPTS DEPARTMENT shall be calculated from the date of delivery by the Counterparty of the required documents, equipment, etc., described in §2 (11). The dates of service settlements referred to in §2 (15)(a); (15)(b), and 15(c) shall be calculated in the case of personal delivery by the Counterparty of the equipment to the service centre from the date of receiving the goods at the Action S.A. SERVICE CENTRE RECEIPTS DEPARTMENT, and issuing the reverse document until the time of repair by Action S.A. SERVICE CENTRE RECEIPTS DEPARTMENT, and in the case of delivery of the equipment by a shipment (a parcel) via a carrier, the date of commencement shall be calculated from the date of receipt of the shipment (parcel) from the carrier by an employee of the Action S.A. SERVICE CENTRE PARCEL DEPARTMENT and shall be completed by the date of sending and accepting the shipment (parcel) by the carrier (forwarding company).

16. Procedure for the release of goods from the service centre:

- a. For products delivered in person, the Counterparty is obliged to present the original of the document confirming the acceptance of the faulty product by the Service Centre Receipts Department.
- b. Products delivered by shipment to Action S.A. shall be sent back to the address of the Counterparty via a carrier (forwarder) at the expense of Action S.A.
- c. Before collecting the shipment, the Counterparty should check the external packaging state, the state of the company Action S.A. protection tape in the presence of the courier and check if the number of packages matches the number indicated in the consignment note.
- d. If the shipment is incomplete (delivering a different number of packages than the number mentioned in the consignment note), if there is damage to the protection tape of Action S.A., the manufacturer (factory) tape, damage to the packaging (folding, tearing, soaking, etc.) incompatibility of the weight of the shipment with the one declared in the consignment note, the damage protocol should be drawn up in the presence of the courier.
- e. The shipment damaged in transport should be returned via the same carrier after prior agreement with the trader serving the given Counterparty or reported to the address: reklamacje@action.pl, phone no.: (22) 332 16 75. The shipment must be accompanied by the annotation 'DAMAGED IN TRANSPORT', the name of the employee of Action S.A. with whom the return was agreed should be given, and the shipping damage protocol prepared and signed by the courier and the Counterparty should be attached.
- f. Guarantee rights are specified in the guarantee card of the product. If the product does not have a guarantee card and is covered by the ACTION Guarantee (in accordance with §2 (5)), the guarantor is obliged to repair the goods or replace them with the same new product free from defects or other new goods, free from defects with similar or better technical parameters, of the same or another manufacturer. In any case, ACTION S.A. decides on the method of performing the guarantee. In cases where:
 - i. Action S.A. SERVICE DEPARTMENT has performed three major repairs under the Action guarantee, and the goods still do not fulfil the functions or prevent the use of the goods in

- accordance with their intended purpose,
- ii. Action S.A. SERVICE DEPARTMENT shall deem the guarantee repair impossible or meeting the deadlines specified in §2 (15)(a), (15)(b) (15)(c) impossible to meet – the person entitled under the guarantee shall have the right to exchange the goods for the same new goods, free from defects or other new goods, free from defects, with similar or better technical parameters, from the same or another manufacturer, and, if this was not possible, to receive a correcting invoice for the defective goods.
 - iii. In the rights referred to in §2 (16)(f)(i) and 16(f)(ii) (in the case of lack of goods in the service warehouse), Action S.A. service centre shall issue a document which authorises the Counterparty to collect a new product or a corrective invoice, after accepting and approving by the CORRECTIONS Department, in compliance with the guarantee/warranty rights in accordance with the rules of the complaint procedure in force at Action S.A.
 - iv. The guarantee is extended by the duration of the stay of the equipment in the Action S.A. SERVICE CENTRE, and it is calculated from the date of accepting the goods to the above-mentioned Action service centres – until the date of repair of the goods by Action S.A. SERVICE CENTRE in the case of personal delivery of the goods by the Counterparty (issuing the service reverse document of Action S.A.)
 - v. In the case of delivering the equipment by shipment (parcel), the guarantee period shall be extended and shall be calculated from the date of accepting the shipment (parcel) by ACTION S.A. SERVICE CENTRE RECEIPTS DEPARTMENT until the date of issuing (dispatching) the shipment (parcel) from the above-mentioned Action S.A. service centres to the carrier (forwarding company).
 - vi. After issuing a corrective invoice for the goods complained about, the goods receipt form at the Action S.A. service centre (reverse) shall cease to be valid.

17. General Terms and Conditions of Guarantee for ActiveJet and Actis consumables

- a. Activejet Consumables are covered by a 5-year guarantee period calculated from the date of purchase by the end customer, or until the colouring agent runs out, whichever event occurs first,
- b. Actis consumables are covered by a 3-year guarantee period calculated from the date of purchase by the final customer, or until the colouring agent runs out, whichever event occurs first,
- c. A test printout (if technically possible) shall be attached to the product complained about.
- d. The products complained about cannot be worn out by more than 70%.
- e. If the manufacturer of the device refuses to repair the equipment related to the use of Activejet or Actis consumables, the manufacturer of the materials undertakes to repair or replace the equipment at its own expense.
- f. The manufacturer shall not be liable for mechanical damage caused by the user's fault or by any independent external factors.
- g. The relevant provisions of the Civil Code shall apply to matters not regulated by the terms and conditions of the guarantee.

18. Loss of the Guarantee Rights

- a. The guarantee is lost if the following circumstances are found:
 - i. breaking or damaging the guarantee seals of Action S.A. or the manufacturer's (factory's),
 - ii. unauthorised repairs carried out by unauthorised persons,
 - iii. damaging or destroying serial numbers, bar codes,

- iv. mechanical, chemical, thermal or intentional damage to the goods and the defects caused by them listed in §2 (18)(a)(iii)
- v. damage resulting from improper use or use in a way inconsistent with the user's manual, installing, storing, maintaining or adjusting the goods.
- vi. damage to the goods resulting from the use of non-original materials or materials which are not compliant with the recommendations of the consumables manufacturer,
- vii. the guarantee card of ACTION, the document of RELEASE FROM ACTION WAREHOUSE, the document of RELEASE FROM ACTION S.A. SERVICE CENTRE or the invoice for the purchase of ACTION goods are impossible to read

19. Exclusions from the Guarantee

- a. The following shall not be subject to the Guarantee:
 - i. data carriers on which the software is delivered,
 - ii. Action S.A. is not liable for the data left by the Counterparty on disks and other carriers delivered to the Action S.A. Service Centre.
 - iii. Goods not compatible with the Counterparty's equipment,
 - iv. defects and damage to goods resulting from force majeure (fire, lightning, flood, improper power supply voltage, overvoltage, etc.).

20. The course of the complaint

- a. Information concerning the course of processing a given complaint is visible in I-SERWIS (the tab: Complaints> RMA Service) after the User has entered the authorisation parameters in accordance with § 4 (3) of the Terms and Conditions of Cooperation and the Use of the ACTION S.A 'I-SERWIS' Information System . The user is obliged to independently monitor the status of a given complaint and enter the response to a given complaint.
- b. Appeals from the decision of the Complaints Department of the RMA Service Centre should be submitted within 14 calendar days from the date of issuing the complaint decision to the e-mail address: reklamacje@action.pl.
- c. Action S.A. does not issue duplicates of the guarantee cards of the manufacturers (factory), ACTION guarantee cards or the documents of RELEASE FROM ACTION S.A. WAREHOUSE and shall not be liable for the consequences of their loss.
- d. The costs of repairs not covered by the guarantee, as well as the costs of an inspection as a result of which no reported damage is found, shall be borne by the Counterparty.
- e. Action S.A. shall not be held liable for any damage or loss resulting from the inability to use the equipment under repair.
- f. When accepting the goods, the Counterparty is obliged to check whether it has received the ACTION guarantee card, the manufacturer's (factory) guarantee card, the document of RELEASE FROM ACTION S.A. WAREHOUSE, the document of RELEASE FROM ACTION S.A. SERVICE CENTRE.

§ 3 Final provisions

- 1. ACTION reserves the right to amend these Regulations. Information on the amendment of the Regulations

with an indication of the place of publication of the amended Regulations shall be communicated to the Counterparty and the Users on the terms described in the Terms and Conditions of Cooperation and the Use of the ACTION S.A 'I-SERWIS' Information System.

2. The Regulations have been prepared in Polish and shall be valid from the date shown in the verifiable electronic signature, which can be found in the file properties.