

**Complaint Regulations
of 7th of February 2014**

I. Complaint procedure

§1

[General provisions]

1. The customer has the right to submitting complaints. Complaints may refer in particular to the execution of orders, the operation of the B2B Website, warranty claims or resulting from the warranty.
2. Starting from 31 May 2014, complaints about the Goods may only be submitted in electronic form using the form provided as part of the B2B Website.

§2

[Formal conditions for filing complaints]

1. A complaint should be submitted via a form made available by RAFCOM and contain all information required by this form.
2. In the event that the complaint submission will not contain mandatory information indicated in the form, it is considered that the complaint has not been effectively reported and RAFCOM is not obliged to take any actions related to the complaint.
3. After receiving the complaint application, RAFCOM confirms receipt of the complaint by providing the RMA number, information about the place to which the delivered Goods should be delivered, as well as the terms and conditions related to the shipment of the Goods being complained about.
4. In the event that the complaint notification concerns defects in consumables for printing devices that reveal themselves in the form of printing defects - it is obligatory to include incorrect printouts confirming the malfunctioning of these materials.

§3

[Formal conditions regarding the Goods and shipments]

1. The complaints do not apply to goods not bought in RAFCOM, mechanically damaged, carrying signs of third party interference, used contrary to their intended use, covered by manufacturer's warranty, after warranty period or warranty, refilled, used more than 80%, from which the manufacturer's markings have been removed making it impossible to identify the product or supplier.
2. When the complaint concerns the Goods, the Customer is obliged to deliver the Goods complained about, at their own expense and risk, to the points indicated by RAFCOM. RAFCOM does not accept Goods sent on delivery and sent at the expense of RAFCOM.
3. The claimed Product should be delivered in a packaging marked in accordance with the requirements set by RAFCOM, including in particular a description containing RMA notification and data enabling identification of the Customer in a way that allows you to read this information without opening or damage to the package containing the Product.
4. The Goods complained about should be delivered in a factory packaging or other substitute packaging, ensuring protection of the Goods during transport both against mechanical and electrostatic damage. Other terms and conditions related to the shipment of the Goods complained about, specific to a particular type of Goods, will be described in the authorization with which the Customer should read and apply.
5. Shipment of the Goods covered by the complaint should take place no later than 5 business days from the date of RAFCOM's acceptance of the complaint, otherwise the complaint will not be recognized - it is considered that the complaint has not been effectively reported and RAFCOM is not obliged to take any actions related to with a complaint.
6. RAFCOM reserves the right to refuse to accept a parcel with the Goods being advertised, if the shipment reached RAFCOM after the date indicated in paragraph. 5 and also when the client has not fulfilled the requirements set out in paragraph 1 - 4 and also when the package shows signs of mechanical damage.

§4

[Consideration of a complaint]

1. Filing a complaint does not release the Customer from the obligation to pay for the Goods on time.
2. RAFCOM shall endeavor to respond to the complaint notification within a period of not more than 15 business days, counted from the date of receipt of the complaint. In the case of a complaint regarding the Goods, the date specified in the preceding sentence shall be counted from the date of receipt by RAFCOM of the shipment including the Goods in respect of which the complaint was lodged.
3. If in the indicated in paragraph On the 2nd day, the complaint will not be considered, RAFCOM will inform the customer about the expected date of considering the complaint, however, the lack of any RAFCOM response to the submitted complaint does not mean that it has been recognized.
4. RAFCOM will immediately notify the Customer about the decision (recognition or rejection of the complaint) regarding the complaint sent, in electronic form in the Customer Panel and an email sent to the email address provided by the Customer.
5. Recognizing the complaint as justified, RAFCOM reserves the right to choose the remedy for the claim arising from the complaint. In the event of a positive consideration of the complaint, RAFCOM, in particular, at its own discretion, replace the Product free of defects or issue an invoice correction. If an invoice correction is issued, if the Customer has paid for the Goods, RAFCOM will return within 30 days of the adjustment, the price paid by the Customer for the Goods complained about.
6. In the event of determining in the course of the complaint procedure that the complaint notification was unjustified, RAFCOM has the right to charge the purchaser with costs related to its service, and in particular the flat fee of PLN 30.00 net to cover general costs related to the verification of the complaint.
7. The document issued together with the Product from the RAFCOM Complaint Department is not a warranty document, but only information on how to settle the complaint. This document is intended only for the company indicated in the "Customer:" field and can not be made available to other natural or legal persons.
8. If the complaint is considered unfounded, the Customer is obliged to collect the complained product at its own cost. If within three months from the date of consideration of the complaint, the Customer does not collect the Goods, it is assumed that the Customer has lost the property (he abandoned it) without RAFCOM making any payment to the Customer, in particular compensation or refund of the price paid for the Product - in this case RAFCOM is entitled to proceed with the item at its own discretion and may charge the Customer with an additional handling fee of 10% of the value of the Goods, however, not less than PLN 50.00 net.

II. Guarantee and warranty

§ 5

The Customer is obliged to use the Goods in accordance with the purpose and properties as well as in accordance with the instructions for use.

§6

[Warranty]

1. RAFCOM shall not grant any warranty for the Goods unless otherwise expressly stated in the content of the information about the Product or the warranty document issued with the Goods.
2. The goods may be covered by a guarantee of the manufacturer, importer or other entity. Information about the warranty and its duration should be included in the description of the Goods.
3. In the case of a guarantee provided by a guarantor other than RAFCOM, the Customer undertakes to direct the claims, in particular under the guarantee, exclusively to the guarantor's person under the warranty conditions for the given Good. RAFCOM as part of the Website available under the domain <http://www.rafcom.waw.pl/serwis> provides information about the warranty, the terms of the complaint and the guarantor for the selected Goods.
4. In case of doubt, RAFCOM will provide detailed information on the terms of the guarantee for a given Good.

§7

[Guarantee]

1. RAFCOM's responsibility under the warranty is formed in the manner specified in these Regulations of Complaints, and in unregulated cases, the provisions of the Civil Code apply.
2. RAFCOM's liability under the warranty for the Goods shall be excluded in accordance with the provisions of Article 558 § 1 of the Civil Code in its entirety, with the exception of Goods, for which RAFCOM has clearly indicated that they are covered by the RAFCOM warranty (description of the Goods should include the mention "Goods covered by the RAFCOM warranty").
3. The following goods are not covered in particular:
 - a. according to information contained on the B2B Website, are covered by a guarantee granted by the manufacturer, importer or other third party,
 - b. according to the information contained in the B2B Zone they contain the entry "Not covered by the warranty / warranty".
4. If the description of the Goods lacks any indication as to the warranty or guarantee, it is assumed that the lack of description results from an error and the Customer is obliged to obtain from RAFCOM information, whether the Product is covered by a guarantee or warranty .
5. For the purchased Goods RAFCOM gives warranty for a period not longer than specified in the B2B service (counted from the date of purchase indicated on the invoice).
6. The warranty does not cover in particular:
 - a. defects of the Goods resulting from mechanical, thermal and chemical damage to the Goods,
 - b. defects of the Goods resulting from the use of the Goods contrary to its purpose or not in accordance with the conditions specified in the instruction manual,
 - c. defects of the Goods resulting from improper maintenance of the Goods or devices for which the goods are dedicated, as well as damage to the Goods caused by faulty operation of devices in which the Goods are used, malfunctioning of the electrical installation, flooding of electrical components with liquids,
 - d. Goods in which the warranty seals or other markings identifying the Goods have been breached or damaged, in particular the serial number,
 - e. Goods in which modifications, alterations or repairs were made by persons unauthorized by RAFCOM.
7. RAFCOM shall not be liable for damage caused in Customer's property other than the Product caused due to a defect in the Goods.
8. In the case of the warranty provided by RAFCOM, the application of art. 560 - 562, 566, 567 of the Civil Code.

III. Final Provisions

§ 8

These regulations shall enter into force on February 7, 2014.