Regulations of Processing Complaints by ZT Action S.A Complaints Department

§ 1 General Provisions

1. These Regulations (hereinafter referred to as the '*ZT Complaint Regulations*') define the rules and conditions for processing complaints by the Complaints Department of ZT Action related to returns of the Goods.
2. The DRW Complaints Regulations constitute an appendix to the Terms and Conditions of Use of ACTION S.A. 'I-SERWIS' Information System.
3. In matters not regulated by these DRW Complaints Regulations, the provisions of the Terms and Conditions of Use of ACTION S.A. 'I-SERWIS' Information System shall apply.
4. The Regulations are available free of charge in PDF (Portable Document Format) on the ACTION website at the domain address https://is3.action.pl/home/rules. 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 Use of the ACTION S.A. 'I-SERWIS' Information System.

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

1. The ZT Complaints Department is the organisational unit of ACTION, dealing with complaints related to the defects of Goods.
2. The ZT Complaints Department is not responsible for hidden defects of the goods or on account of warranty for physical defects of the goods, nor does it deal with goods that do not work from new or are damaged during their use.
3. On the terms and conditions specified in the Regulations and appendixes to the Regulations, constituting an integral part thereof (including in the ZT Complaints Regulations), the ZT Complaints Department through the I-SERWIS accepts, in particular, the complaints related to returns of the Goods due to:
    a. non-compliance of Goods with the invoice document,
    b. User's mistakes – there is a charge for the return (10% of the value of the goods (not less than PLN 50 per piece when the goods are closed) or where the goods are opened (open packaging of the goods, broken seals) 30% of the value of the goods (not less than PLN 100 per piece)
    c. the trader's mistakes – no charge
    d. non-compliance of the goods with their description – no charge
    e. tests returns – no charge
4. Complaints under the above-mentioned titles should be submitted within 7 working days from the date of issuing the invoice.
5. Subject to the provisions of section 5 below, complaints pursuant to the rules described in these Regulations shall be considered only in the case of Goods that are new, unused, unmounted/uninstalled and not bearing any signs of use, at the same having full manufacturer's packaging.

6. The ZT Complaints Department does not accept returns of software, ID cards, second-hand goods, sales and customised import goods.
7. Return of the Goods after the deadline specified in section 4 is possible at the Counterparty's request after stating the reason for the return of the Goods, giving the Counterparty's ID, invoice number, number of items to be returned, description of the Goods to be returned together with the consent of the salesperson and the Goods custodian. Requests for returning the Goods after the expiry of the period indicated in section 4 should be sent to the e-mail address reklamacje@action.pl Acceptance of Goods on the terms described in this section depends only on the decision taken by Action.
8. All complaints addressed to the ZT Complaints Department should be reported electronically via I-SERWIS (the tab: Complaints > Returns), indicating whether the Goods are open or packed, with the description of the reason for the return, the salesperson's or PM's decision, as well as all information concerning the given return uploaded by salespersons, PMs and the Complaints Department.
9. The ZT Complaints Department does not process complaint notifications sent by e-mail.
10. Before completing and sending the notification in I-SERWIS, the value of the return cost appears in the event of a possible positive decision related to the notification.
11. Charges for the return are calculated in accordance with the following list:
    a. User's error:
        a. charge for returning unopened, factory-packed Goods – 10% of the value of the returned Goods, not less than PLN 50.00 per piece;
        b. charge for returning opened Goods with broken seals or securing straps – 30% of the value of the returned Goods, not less than PLN 100.00 per piece;
12. non-compliance of the Goods with the invoice document – no charge,
    a. salesperson's mistake – no charge,
    b. non-compliance of the goods with the description – no charge,
    c. tests return – no charge.
13. If the complaint is considered positively, the goods should be returned within 5 working days of the Action decision, and the Counterparty shall be charged with the return costs on the basis of a service invoice.
14. Any and all complaint reports not accompanied by the decision of a salesperson and/or a PM, as well as complaints filed after the deadline or not compliant with the rules specified herein, will be rejected.
15. The ZT's Complaints Department examines complaints referred to in these Terms and Conditions within 14 days from the date of submitting the complaint. If processing such a complaint requires the User to submit documents or provide additional information necessary to examine the complaint, the above time limit shall run from the date of the proper performance of the activities by the User.
16. Information concerning the course of processing a given complaint is visible in I-SERWIS (the tab: Complaints > Returns > Report view) after the User has entered the authorisation parameters in accordance with § 4 (3) of the Terms and Conditions of the Use of 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.
17. Appeals from the decision of the ZT Complaints Department should be submitted within 14 calendar days from the date of issuing the complaint decision to the e-mail address reklamacje@action.pl.

§ 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 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.