

INSTRUCTIONS FOR ACCEPTING COMPLAINTS FROM CUSTOMERS

1. Essential data:

When accepting a complaint, the Contracting Party is obliged to provide at least the following:

- 1.1 quantity of Goods covered by the complaint;
- 1.2 type of Goods;
- 1.3 Purchase Order number or Contract number;
- 1.4 the number of the invoice documenting the sale or the number of the document confirming the release of the Goods (e.g. the CMR number/ Documento di Trasporto number);
- 1.5 packaging numbers;
- 1.6 seal numbers;
- 1.7 specific reason for the complaint;
- 1.8 the Contracting Party's expectations regarding how the complaint should be handled.

2. Format:

- 2.1 The Contracting Party should submit a complaint via electronic mail to the following e-mail address: srlblackrock@gmail.com, sending the scanned completed and signed Note of Complaint; the specimen of the Note of Complaint is enclosed as Attachment No. 4 to the General Terms and Conditions of Sale for Black Rock S.r.l. Products;
- 2.2 It is not permitted to accept complaints in any other format. Complaints submitted in any another format or incomplete complaints should be rejected without consideration.

3. Photographic documentation attached to the Note of Complaint:

The Contracting Party is obliged to attach the following photographic documentation to the Note of Complaint:

- 3.1 photographs of the Goods concerned;
- 3.2 photographs of the seals with seal numbers visible;
- 3.3 photographs of the packaging including the label.

4. Deadlines for Contracting Parties to submit complaints:

- 4.1 The Contracting Party is obliged to notify the Seller immediately of any quantitative defects, shortages or damages found upon receipt of the Goods, but **no later than within 24 hours of the Goods being released to the Contracting Party.**
- 4.2 Complaints as to quality should be submitted immediately, not later than within 24 hours from finding a defect – otherwise the Contracting Party shall lose its rights under the guarantee provided by the Manufacturer (Guarantor).

The guarantee period under the guarantee granted by the Manufacturer (Guarantor) shall be as follows:

- a) with regard to chemical properties of the Goods: 24 months from the date when the Goods were released to the Contracting Party;

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- b) with regard to physical characteristics of the Goods: 6 months from the date when the Goods were released to the Contracting Party.

5. Contracting Party's obligations before submitting a complaint:

- 5.1 Upon receipt of the Goods, the Contracting Party is obliged to check for mechanical damage, wetting or dampness of the Goods. In this case, a complaint shall only be handled if the damage has been described in the delivery document. In the event of a visible loss, defect or damage to the Goods, the Contracting Party is obliged, in each case, to perform the actions required by the Carrier, such as making a note in the transport document, drawing up a damage report in the driver's presence and taking photographic documentation.

6. Contracting Party's obligations after submitting a complaint:

After submitting a complaint, the Contracting Party shall be obliged to:

- 6.1 secure the batch of Goods under complaint for examination and quality assessment of the Goods by the Seller's representative;
- 6.2 allow the Seller or Manufacturer or third parties acting on their behalf to take samples of the Goods.

7. Time for handling submitted complaints:

Complaints submitted by Contracting Parties shall be handled **within 7 days** of submission.