

Attachment No. 2 to the AB Online Regulations

Return Regulations

I. INITIAL PROVISIONS

1. Any Dealer, wishing to return the Products purchased from the Distributor, is obliged to register such a return in the System, on terms set out in these Return Regulations (hereinafter referred to as: "Return Regulations").
2. The return may be registered in the System on behalf of the Dealer by the Administrator/User who has an access to the "Sale" functionality.
3. The registration of a return in the System is done in the Finance/Invoice list tab, through the User's notification to correct the given invoice covering the Products to be returned. To request the correction, the User selects the "Notify" button in the line of a given invoice, in the "Correction" column. The correction request requires the User to provide the number of Products and the type of notification in relation to each index of the Product covered by the request.
4. The User can select one of the following types of notification:
 - a) **Lack of goods in the packet** - to notify partial or complete lack of Products ordered in the packet received,
 - b) **Return on request** - to notify the return of Products at the Dealer's request,
 - c) **Incorrect goods** - to notify the return of a Product inconsistent with the Dealer's order (different Product, model, colour, etc.) or if the Dealer has received a Product that he did not order,
 - d) **Damaged goods - packaging** - to notify the return of a Product that has reached the Dealer in a damaged packaging or packaging presenting signs of external interference,
 - e) **Damaged goods - mechanical damage** - to notify the return of a Product that has reached the Dealer with mechanical damage, although the packaging was not damaged and presenting no signs of external interference.
5. The Return Regulations constitute an integral part of the AB Online Regulations. The matters not covered by these Return Regulations, shall be regulated by the provisions of the AB Online Regulations. Terms used and not defined in the Return Regulations have the meaning given to them in the AB Online Regulations.

II. NOTIFICATION OF DEFICIENCIES

1. Notification of deficiencies referred to in art. 1 para. 4(a) above is possible not later than on the next business day after the date of receipt of delivery of Products from the Distributor.
2. When notifying deficiencies, the User is obliged to indicate the deficiencies found in the packet in the Comment field. If the deficiencies were found in the packet that reached the Dealer in a damaged or interfered condition, the Dealer is obliged to attach a damage report signed with the courier.

III. NOTIFICATION OF DAMAGES

1. Notification of damages referred to in art. 1 para 4(d) and 4(e) (hereinafter referred to as: Damages) is possible not later than on the next business day after the date of receipt of delivery of Products from the Distributor.
2. When notifying Damages, the User is obliged to indicate the type of damage in the Comment field.
3. When notifying Damages, it is required to attach the relevant attachments (photos of Damages, photos of packaging, photos of nameplate, damage report signed with the courier).
4. If the notification is approved by the Distributor, pursuant to the provisions of art. 6 para. 1, the Dealer is obliged to return the Products at the Distributor's expense, using the carrier indicated by the Distributor, not later than on the next business day, unless the Terms and Conditions of Cooperation indicate otherwise.

IV. NOTIFICATION OF INCORRECT GOODS

1. Notification of incorrect goods referred to in art. 1 para. 4(a) above is possible not later than on the next business day after the date of receipt of delivery of Products from the Distributor.
2. When notifying incorrect goods, the User is obliged to specify the reason for the return in the Comment field, by indication the nature of Product's non-compliance with the order or showing that the Product has not been ordered by the Dealer. If the non-compliance was visible on the invoice or delivery note received with the shipment, the Dealer is obliged to attach the damage report signed with the courier to the report..
3. If the notification is approved by the Distributor, pursuant to the provisions of art. 6 para. 1, the Dealer is obliged to return the Products at the Distributor's expense, using the carrier indicated by the Distributor, not later than on the next business day, unless the Terms and Conditions of Cooperation indicate otherwise.
4. Returned Products should be sent back in the original packaging with no signs of mechanical damage, in a condition that allows for its subsequent sale. In addition, Products should be protected against any damage during transportation at the expense and risk of the Dealer.

V. RETURN ON REQUEST

1. The return of Products at the Dealer's request may take place only with the consent of the Distributor. The Distributor is entitled to refuse to accept such a return without giving a reason.
2. The return of Products at the request of the Dealer may be registered not later than within 30 days from the date of purchase of the Products.
3. One return may cover Products from one invoice only. If the Dealer returns Products from various invoices, the fee referred to in para. 4 will be charged separately for Products returned from individual invoices.
4. If the return is approved by the Distributor, the Dealer will be charged a return fee amounting to 1% of the net price of the returned Products indicated on the purchase invoice, but not less than PLN 50 (fifty zlotys) net. If the purchase invoice is issued in a currency other than PLN, the return fee will be calculated in the same currency. The minimum value of fee in such a case will be set by the Distributor as the equivalent of PLN 50 net, at the average rate of exchange of the NBP for the currency from the day preceding the date of invoice for the fee. The amount of VAT tax due will be added to the fee.

5. The receivable on account of fee may be deducted by the Distributor from the amount due to the Dealer as a refund of the purchase price of the Products returned.
6. In justified cases, in particular if the goods were imported at the Dealer's order, the Distributor may increase the amount of fee.
7. If the notification is approved by the Distributor, pursuant to the provisions of art. 6 para. 1, the Dealer is obliged to return the Products at his own expense, not later than within 7 days.
8. Returned Products may not bear any signs of use (the Distributor has the right not to accept the return of Products that have been used in order to determine their nature, characteristics and functioning), they should be sent back in the original packaging with no signs of mechanical damage, in a condition that allows for its subsequent sale, with original protection. In addition, Products should be protected against any damage during transportation at the expense and risk of the Dealer (the Distributor suggests protection in the form of additional packaging).
9. A packet damaged during transport may not be accepted by the Distributor.

VI. NOTIFICATIONS HANDLING

1. Each notification made pursuant to the provisions of these Return Regulations requires to be approved by the Distributor. If the Distributor approves the notification, it changes its status from "New" to "Open". After such an approval, the Dealer is obliged to return the Products indicated in the notification within deadline for the given type of notification, as indicated above. The Dealer is obliged to mark the packaging of Products returned or the consignment note with KK number provided by the Distributor in an e-mail confirming the creation of a New notification.
2. Upon the receipt by the Distributor of Products returned by the Dealer within deadline and their check, the Distributor issues to the Dealer a correcting invoice for the Products returned (in the case of a return referred to in art. 1 para.4(b) - also an invoice for the fee for their acceptance of a return) and changes the status of notification to "Closed".
3. If upon the receipt of Products returned by the Distributor it is found that there were no grounds for the return (e.g. due to the wrong type of Dealer's notification), the Distributor will reject the notification, by changing its status to "Rejected". If the notification is rejected, the Products returned will be sent back to the Dealer. The Dealer is obliged to cover the costs of returning the Products paid by the Distributor. Information about the rejection of notification in the System will contain an indication of the number of consignment note for Products returned to the Dealer.
4. If the Dealer fails to return the Products to the Distributor within the abovementioned deadline for the given type of notification, his notification will be cancelled. Products delivered to the Distributor after the deadline will be sent back to the Dealer. The Dealer is obliged to cover the costs of sending back the Products paid by the Distributor. The notification may also be cancelled at the Dealer's request.
5. The list of notifications along with their status is available in the Finance /Correction list tab.