



## COMPLAINT RULES

of company Smurfit Kappa Olomouc s.r.o., Reg. No.: 26820439, Tax ID No.: CZ26820439, having its registered place of business at Olomouc, Holice, Průmyslová 799/18, Postal Code: 779 00, registered in the Register of Companies administered by the Regional Court in Ostrava, section C, insert 25800 (hereinafter referred to as "SKO")

### **1. General provisions**

These Complaint Rules apply to Products purchased by the Customer from SKO and whose complaint has been exercised within the warranty period of the given Product.

### **2. Warranty requirements**

For maintenance of qualitative indicators of the Product and for existence of warranty in its full extent it is necessary to protect the Products against damaged during transportation and storage. Products from backed and corrugated cardboard have to be stored and handled in sheltered, dry and ventilated room and have to be protected against atmospherical actions, terrestrial humidity and radiating heat. The recommended environment for storage of cardboards from backed and corrugated cardboards is in temperature interval of 5-45°C and humidity interval of 30-70% of relative humidity.

The title to exercise of warranty expires even in the case that any changes on the Product were performed by any manipulation or technological operation. This provision does not apply to hidden defects. In case of sale of the Product together with goods by the Customer to a third party SKO is responsible only for hidden defects demonstrably incurred at the moment of delivery of the Product to the Customer.

In case of any apparent defects of the Products as well as of any other divergences from the Order the Customer is obliged to file a complaint immediately after delivery of the Product but no later than 7 working days after delivery of the Product. These defects have to be reported in the delivery note and the protocol has to be signed by carrier, i.e. driver. The copy of delivery note with executed protocol confirmed by driver has to be attached to the complaint. The complaint should also included photography of placing of the Product on the carrier's vehicle or the general view of the defect. Defects that are apparent and therefore discoverable during the acceptance of the goods and that are not immediately reported, reported in the delivery note and confirmed by the carrier cannot be taken into account. Such complaint will not be accepted on the part of SKO.

Other defects discoverable during further processing or use of the Product is the Customer obliged to report to SKO immediately after their discovery but not later than on the date of the warranty period.

### **3. Documenting a complaint event**

The complaint event has to be announced by the Customer to SKO in writing. On the part of SKO the complaint is processed – including prospective investigation in the area of storage of the claimed Product – by the business representative determined by SKO.

The Customer is obliged to provide SKO with reasonable assistance for assessment of existence of defects of the Products.

**Documents for complaint have to contain:**

- ✓ Checking card from pallet,
- ✓ Number of claimed pieces and description of defect, or
- ✓ Accurate description of defect and its demonstration,
- ✓ Defective sample of the claimed Product (in case of impossibility of sending the sample to make photo documentation of the claimed material).

The claimed Product has to be left for subsequent inspection and cannot be liquidated until issuance of decision of SKO in the matter of complaint. The claimed Product cannot be damaged by subsequent handling and has to be legibly marked with all necessary indicia.

For assessment whether the Product is defective or not are decisive the characteristics of the Product specified in the Product Quality Specification of the SKO Product.

The method of handling complaints and defects exercised by the Customer upon SKO is governed by respective provisions of the Commercial Code.

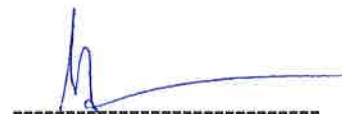
**In case of legitimate complaint the Customer is entitled to:**

- to require elimination of the defect on the delivered Product, or replacement of defective pieces
- to require reasonable discount from the price of the defective Product

**4. Final provisions**

These Complaint Rules come into effect on 1.3.2018.

**In Olomouc on 19.2.2018**



**Director of SKO**