

Claim Procedures

1. Claim Procedures

1.1. Every complaint of products company SANITAS is settled in a claim procedure by norm STN ISO 10002 only. This procedure is commenced by the manufacturer as proposed by the Customer or an assembly company based on a submitted Claim Protocol. The Customer or the assembly company are required to deliver a duly completed Claim Protocol (Annex 1) as soon as they discover facts justifying their claim. They shall submit any defect pieces of the goods complained about together with the Claim Protocol, or they shall indicate the place at which the goods complained about is located and the time in which these goods can be inspected. The manufacturer is entitled to refuse an incomplete or incorrectly completed Claim Protocol and to return it to the Customer to be supplemented. Such refusal has no effect on the term specified to settle a claim. The term specified to settle a claim is interrupted until the Claim Protocol is resubmitted.

1.2. The seller is required to express on complaint at the latest till 10 days since her receipt. A claim procedure is completed by issuing a decision for a claim procedure. The manufacturer has the duty to issue such decision within 30 days from receipt of the Claim Protocol. If the complaint is acknowledged, the decision must contain a proposal for settling the complaint.

1.3. A Claim Protocol is filled in by a Customer or an installation/assembly company that has installed a product complained about and they are required to specify at least the information contained in Annex 1.

1.4. Should it be necessary to have an opinion of a third party to assess a complaint, the 30-day term specified to settle a claim is extended until such opinion is prepared.

1.5. An assessment by a third independent party can be requested both by the Customer and the manufacturer within the period specified in the Claim Procedures.

2. Claim Terms and Conditions

2.1. A complaint can be raised every time the delivered goods show functional, visual or any other defects, hidden or apparent, that preclude its use for the purpose intended by the manufacturer.

2.2. A complaint concerning apparent defects, such as number of pieces in a package or number of packages in a delivery, can be exercised only upon the receipt of the delivery. No later complaint can be taken into account. This complaint can be raised by anyone accepting the goods on behalf of the Customer in presence of a representative, manufacturer or forwarder. Defects in quantity and apparent defects discovered by the Customer in small packages after the delivery of the goods should be resolved by contacting the manufacturer immediately. The issue will be resolved in a normal manner by: stock-taking counts at the manufacturer's warehouse with subsequent delivery of the goods in the following order provided that the complaint has been acknowledged.

2.3. A complaint should be raised by a worker authorised to act on behalf of the company (Customer) pursuant to the Commercial Code or any person authorised by the Customer. In case of doubts concerning authorisation, the manufacturer is entitled to request an official attestation.

2.4. A complaint shall be refused if the claim proceeding proves that the goods have been handled incorrectly (pipes and adapting pieces were dropped from a vehicle or at any other place in the warehouse directly to the ground especially at low outdoor temperatures), or that the goods have not been stored in compliance with the Technical Conditions applicable for the product complained about. Such non-compliance means also welding Sanitas products with non-compatible products of other manufacturers without consent from Sanitas.

2.5. A complaint shall be refused if the claim proceeding proves that an inadequately thick layer of a sealing material (hemp) has been used to seal threaded joints of adapting pieces equipped with projections, resulting in high momentum needed to create a threaded joint.

2.6. A complaint shall not be acknowledged if the manufacturer is able to plausibly prove that the defect complained about is not caused by a faulty product, but that the defects is due to a faulty assembly or a faulty polyfusion weld.

3. Compensation

3.1. In the event the Customer claims compensation on grounds of incorporating (using) faulty goods, the Customer is required to present the following documents in addition to the Claim Protocol no later than 14 days from the notice of damage (Annex 2):

- Training certificate of the worker carrying out the assembly (a copy)
- Technical competence of assembly workers according to STN (e.g. a welding licence)
- Pressure test protocol in accordance with provisions set out by the manufacturer in "Plastic Water Distribution Pipes"
- Information on operating conditions of the system confirmed by the assembly company and the investor
- Identify a trustworthy witness of an accident, e.g. a Vendor's business agent, Investor's representative, insurance officer
- A complaint and compensation can be settled also by a mutual agreement.

3.2. A failure to satisfy the conditions mentioned above shall result in a refusal of the entitlement to claim compensation.

4. Final Provisions

4.1. Claim Procedures

4.2. Every complaint is reviewed according to the Claim Procedures applicable at the time of receiving the claimed delivery by the manufacturer or forwarder.

Annexes:

Annex 1 – Claim Protocol

Annex 2 – Notice of Damage

NOTICE ABOUT DAMAGE			
Company name			
Company address			
Contact person			
Phone number			
Assembling comp.			
Company address			
Contact person			
Phone number			
Investor			
Address of building where the damage being			
Contact person			
Phone number			
Date of insured event			
Process of insured event			
Specification of material and work	Unit	Price/Unit	Total price
Date	Stamp and signature		