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COMPLAINT HANDLING POLICY

SLOVNAFT, A.S. IN RELATION TO SALE OF MOTOR FUELS,
LUBRICANTS, HEATING OILS, BITUMEN, CHEMICALS
AND LPG

1. GENERAL PROVISIONS

1.1. Introductory provisions

1. This Complaint Handling Policy (hereinafter referred to as „CHP“) of company SLOVNAFT, a.s., with registered headquarter Vlčie hrdlo 1, 824 12 Bratislava, ID No. 31 322 832, registered in the Commercial Registry of City Court Bratislava III, Section Sa, Insert number 426/B (hereinafter referred to as „SLOVNAFT“ or „SLOVNAFT Company“ or “Seller”) describes the procedure, rights and obligations of SLOVNAFT Company and its contractual Partner (hereinafter referred to „Customer“ or “Buyer”) in Complaint/Claim solving under their business/contractual relationship, contract which was validly concluded and lasts, or was validly concluded and the Complaints/Claims resulting from it are valid within the framework of the wholesale of motor fuels, lubricants, heating oils, bitumen, chemicals and LPG (liquefied petroleum gas).
2. This Complaint Handling Policy is based on the provisions of the Seller’s responsibility for the product defects in accordance to §422 et seq. Act No. 513/1991 Coll. Commercial Code of the Slovak Republic and on general liability for damage pursuant to Act no. 40/1964 Coll. of the Civil Code as amended.
3. The Customer is obliged to provide to SLOVNAFT the necessary cooperation in Complaint handling. In case of failure to provide necessary cooperation deadline for Complaint handling may be adequately extended by the time during which customer did not provide the required cooperation.
4. Complaint Handling Policy describes how Customer can submit a Complaint/Claim towards product or service.
5. Customer can submit Complaint via several options:
 - a. in writing;
 - b. by e-mail to sales representative;
 - c. via online form on Partner Portal.
6. SLOVNAFT undertakes to properly, fully and professionally investigate every Complaint/Claim and to inform Customer about investigation result, unless the Customer states otherwise. SLOVNAFT will draw relevant consequences from justified Complaint/Claim and will take corrective/preventive measures to ensure that reasons are not given for raising it again by any Customer.



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1.2. Scope of application

1. This Complaint Handling Policy applies to solution of stimulus (Complaint/Claim) that are raised from business relationship between SLOVNAFT and Customer according to Contract. Appropriate procedures will be followed also in case of Purchase Contracts that are governed by the regime of a foreign legal order.
2. The Complaint Handling Policy does not apply for those Complaints/Claims which are subject of SLOVNAFT's Complaints Handling Policy relating to Complaints/Claims of motor fuel defects, as well as defects of other sold goods and services provided at gas stations. The Complaint Handling Policy, mentioned in the previous sentence, is available at every SLOVNAFT gas station.

2. TERMS

For the purposes of Complaint Handling Policy the terms mentioned below have the meaning as it is stated in this Article.

1. **Complaint** means submission of Customer's initiative (in accordance with point 7, part 1.1) by the Customer of SLOVNAFT will complain about non-compliance with the product characteristics or service specified in Contract. A description of the defect in the goods, a description of the circumstances under which the defect occurred in the form of a Complaint Form (Annex 1) will be part of this initiative.
2. **Claim** is understood as written or verbal information submitted by the Customer of SLOVNAFT, which is not a Complaint according to the previous paragraph. A Claim can be directed against any procedure of SLOVNAFT in the delivery of goods or services to the Customer, if this procedure, according to the Customer, is contrary to the principles of decent behaviour, good manners or otherwise violates generally binding legal regulations. The minimum range of data required to register a Claim is the same data required to register a Complaint (paragraph 3 of this section).
3. **Complaint Form** (Annex No 1) – hereinafter referred to "CF" – is a record of the Complaint (in paper or electronic form) used by Customer to complain about the subject of purchase according to the Purchase Contract. In CF Customer describes the defect of the goods or services, entitlements and proposed procedure for Customer's Complaint handling. CF must be supported by documents proving SLOVNAFT's responsibility (Delivery Note, Invoice, etc.). Each CF (in paper or electronic form) must contain following data:
 - Customer's data: name, ID number, registered office;
 - Subject of Complaint – towards which Complaint/Claim is directed;
 - Type and quantity of the claimed goods (if there are claimed goods);
 - Place, time and method of detecting the defect;
 - Copies of all documents related to delivery, which is subject of Complaint (Delivery Note, Filling Note, etc.);
 - Number of invoice (if it is known);
 - Other information related to Complaint;
 - Name, signature of Customer's representative and information about delivery place;
 - Name, signature of SLOVNAFT's representative;
 - Place and date of writing the Complaint Form;
 - Customer contact details (phone number and e-mail address)



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4. **The goods** are understood as the subject of purchase according to the relevant Purchase Contract which the Customer takes from SLOVNAFT in a business relationship. The goods are motor fuels, lubricants, heating oils, bitumen, chemicals, LPG and other products supplied by SLOVNAFT.
5. **A defect of the goods** means the difference between the contractually agreed and actual qualitative and quantitative characteristics of the goods and the terms of delivery of the goods. The delivery of other goods than specified in the contract is also considered a defect in the goods.
6. **The difference in service** represents the difference between contractually agreed and actually performed actions.
7. **The difference in the quality** of the goods represents the difference in the quality parameters of the delivered goods and quality parameters specified in the relevant Purchase Contract with the Customer, or in the relevant technical documentation for the purchased product.
8. **The difference in quantity** represents the difference between the quantity indicated on the document accompanying the goods during transportation and the quantity determined by the recipient of the goods with regard to the delivery conditions and any possible discrepancy agreed in the relevant Purchase Contract with the Customer, or stated in the General Terms and Conditions (GTC).
9. **Rail transport** means the transport of goods by rail by rail tanker under contractually agreed conditions and is based on international agreements and conventions RID (Regulations concerning the International Carriage of Dangerous Goods by Rail), CIM (Uniform Rules concerning the Contract of International Carriage of Goods by Rail), SMGS (Agreement on international rail transport of goods) and currently valid transport regulations of the Railway Company Cargo Slovakia, a.s. "Transport regulations of the Railway Company Cargo Slovakia, a.s." or another carrier.
10. **Car transport** means the transport of goods on roads by vehicles under contractual conditions and with the appropriate application of international agreements and conventions ADR (International Carriage of Dangerous Goods by Road) and CMR (Convention on the Contract for the International Carriage of Goods by Road) and the relevant INCOTERMS.
11. **Ship transport** means the transport of goods by vessels on a waterway under contractual conditions and with the appropriate application of valid legal regulations and international ADN standards (European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways).
12. **The quantity** is given in liters, in liters at 15°C, in cubic meters, in cubic meters at 15°C, in pieces, in kilograms or in tons. For the purposes of assessing the quantity, any measurement of the quantity by means of a verified measuring instrument in accordance with Act No. 157/2018 Coll. on metrology and on the amendment of certain laws as amended. Claimed differences in quantity must be determined by comparison on verified specified measures (Section 11 of mentioned Act).
13. **The Sampling Protocol** (hereinafter referred to as the "Protocol", Annex 2) is a document written by the Customer's representative and the representative of SLOVNAFT during a one-time sampling of the goods and it is an integral part of the quality Complaint. The sampling protocol includes:
 - sample label (from the sample package) – example of Sample label is Annex 3;
 - sampling method (according to product);
 - accompanying circumstances of sampling (weather, other technical circumstances);;
 - place, date, time of sampling, amount of samples taken (volume) and type sample box;
 - name of Product;
 - name of person who took the sample;
 - other additional information (if needed), e.g. the Customer statement, etc..



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Sampling Protocol is an integral part of every collected sample and no sample may be accepted for laboratory analysis without this Protocol.

14. **Good sample** means a representative part of the claimed goods taken in accordance with the relevant standards and in a quantity ensuring the possibility of laboratory analysis for the relevant type of product according to paragraph 8, part 3 of this document.
15. When taking samples, the following technical standards (STN, ISO)¹ will be used:
 - STN EN 58 Bitumen and bituminous binders. Sampling bituminous binders
 - STN EN ISO 3170 Petroleum liquids — Manual sampling
 - STN EN ISO 3171 Petroleum liquids — Automatic pipeline sampling
 - STN EN 12205 Transportable gas cylinders - Non-refillable metallic gas cylinders
 - STN EN 14275 Automotive fuels - Assessment of petrol and diesel fuel quality - Sampling from retail site pumps and commercial site fuel dispensers
 - STN EN ISO 4257 Liquefied petroleum gases — Method of sampling
 - ISO 22241-2 Diesel engines — NOx reduction agent AUS 32
 - STN EN 589 Automotive fuels - LPG - Requirements and test methods
16. **Sales representative** means a person who is authorized to represent SLOVNAFT in the Complaint procedure (employee of SLOVNAFT, or other authorized natural or legal person specified in the contract).
17. **Complaint Handling** means Confirmation of receipt a Complaint, notification of how Complaints is handled, confirmation of handling a Complaint or rejection of a Complaint - these will be sent to the Customer only to the e-mail address provided by him or through the Partner Portal.

3. COMPLAINT HANDLING PROCEDURE

1. When taking over/delivering the goods, the Customer is obliged to check in his own interest the amount of goods he ordered and which was delivered, he is also obliged to check the integrity of the seals or plastic caps, the correctness of the data indicated on the loading, delivery and packing slips and the condition of the delivered goods (in particular appearance).
2. The company SLOVNAFT is not responsible for defects that were caused after the danger of damage to the goods has passed and were not caused by the company SLOVNAFT or the persons through whom the company SLOVNAFT fulfilled its obligation.
3. The CF (paper/electronic form) has to be filled in and signed by Customer and send via e-mail to sales representatives for the purpose of Complaint registering. In the case of submitting a Complaint via Partner Portal, the completed CF is an attachment.
4. After Complaint registering, SLOVNAFT is entitled to investigate the Complaint and will ensure a professional assessment of the complaint defect.

¹ For Slovak technical standards that are not published with an indication of the publication date, the latest edition of the specified standard, including its amendments, is used. Where there is no Slovak technical standard for sampling, the procedure is according to the agreement between the contracting parties.



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5. Upon detection of a **difference in quantity** during delivery, the Customer is immediately obliged to write down the reservation in the accompanying documents (e.g. Delivery Note) and inform the sales representative immediately. The Customer is entitled to claim the difference between the loaded quantity and the delivered quantity in the case of deliveries in railway tanks, car tanks and shipping no later than the next working day after the discovery of this difference. The difference must be determined on a verified/certified determined scale, above the level of permitted loss in terms of the relevant legislation, respectively above the level agreed in the relevant Purchase Contract. The Customer is obliged to prove the stated difference and its measurement on a verified specified scale, or on the supplied documents. In case of delivery of goods in small packaging, in barrels or in containers, before opening them (unsealing or opening the plastic cap), the Customer is obliged to check for obvious quantity defects (a noticeable difference between the quantity indicated on the product label and the actual quantity). Later complaints about the quantity after unsealing or opening the cap will not be accepted.
6. Upon detection of a **defect in the quality** of the goods, the Customer immediately informs the contact person - the sales representative of SLOVNAFT, listed in the Purchase Contract, with whom he will agree on the date of sampling at the Customer's place, which will take place without delay, no later than 2 working days from contacting the sales representative, unless otherwise agreed. In case the Customer requests the return of the goods to SLOVNAFT, the Customer must firstly inform the sales representative - without sales representative's approval it is not possible to return the goods.

The Customer and the sales representative of SLOVNAFT will jointly take a sample of the goods according to the relevant technical standards in suitable packaging, which will be provided by SLOVNAFT through the sales representative. Containers with samples will then be securely closed and properly labeled (Appendix 3) and their immediate delivery to the SLOVNAFT company designated accredited laboratories for laboratory analysis will be ensured. The Customer can keep part of the samples, from which repeated analysis can be carried out if necessary. In this case, the samples will be sealed and the Customer will ensure that the samples are sealed in the presence of the sales representative.

Before samples taking, it is necessary to check whether the containers for taking samples are empty, clean and dry. The worker taking the sample closes the container with a suitable cap immediately after filling and checks the tightness of the container. The sample must be clearly marked with: the name of the product, the place and date of sample taking, the Customer's data (name and address of the company), the name of the person who collected the sample, or other additional data (e.g. the identification of the means of transport). If the Customer keeps the samples, he will ensure that they are stored in a dark and cool place. The model for marking the sample forms Annex 3 to this Complaint Handling Policy.

In the case of taking fuel through the discharge opening/valve of the dispensing device, at least four litres of the product are pumped out before taking the samples, in case of LPG 20 litres of material.

The Customer and the sales representative will draw up the Sampling Protocol in triplicate, which they will both sign. One copy of the Sampling Protocol is handed over together with the sample to an accredited laboratory providing analytical analysis of the sample, the second remains with the Customer and the third remains with the sales representative of SLOVNAFT. Sample Protocol on sampling is Annex no. 2.

The company SLOVNAFT will ensure the laboratory analysis of the provided samples in an accredited laboratory and, based on it, will assess the conformity of the quality of the assessed sample with the quality agreed in the relevant Purchase Contract/relevant standard for the given product. If it is necessary to determine the cause of the difference, a comparison with a reference sample (batch) taken from the manufacturer's tank, from which the claimed goods were shipped to the Customer, will also be performed.



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If the difference between the quality of the delivered goods and the agreed quality is not detected, the Complaint will not be accepted. In case of non-compliance of the quality of the delivered goods with the agreed quality, the Complaint will be accepted if the non-compliance in question was caused by facts for which SLOVNAFT is demonstrably responsible. Otherwise, the Complaint will not be accepted and will be applied against the person who was responsible for handling the goods at the time of the non-compliance.

7. The Customer is obliged to refrain from actions that would make it difficult, impossible or completely thwart the taking of a relevant sample of the claimed goods at the time of discovery of the defect or could cause further damage; and in particular may not continue to use the goods, independently take a sample of the goods in any containers and send it to SLOVNAFT, devalue it or add any substances to the claimed goods, including further deliveries of the same type of goods.
8. The minimum required quantities for one sample in litres and kilograms (further on only "L" and "kg"), necessary to perform the laboratory analysis are as follows:

Name of the Product	Min. requested volume
Chemicals	1 L
Automotive gasoline, kerosene	3 L
Automotive gasoline, kerosene diesel, heavy heating oil	3 L
Lubricating oils, machining fluids, auto chemicals	1 L
Plastic lubricants, preservative petroleum jelly, lubricants	0,5 kg
Gases	2 metal samples (á 1 L)
Sulphur	0,25 kg
Bitumens	2 kg
LPG	3 x metal sample container (1L each)

9. The Customer will receive a written or e-mail confirmation about the Complaint handling within 30 days from the day of sample taking (in the case of delivery of goods outside the territory of the Slovak Republic within 90 days). If further expert assessment is necessary, the deadline for informing the Customer about the result of the laboratory analysis can be extended by another 30 days.
10. In case the Complaint is accepted, SLOVNAFT a.s. bear the costs related with the analysis and damages caused to the Customer in connection with the Complaint. In case of repeated rejected complaints, SLOVNAFT is entitled to issue an invoice to the Customer for the costs related to the investigation of the Complaint (analyses performed, product revision, transportation, etc.).
11. In case of petroleum products, if it is not possible to reach an agreement between SLOVNAFT and the Customer on the quality of the product based on the results obtained, the procedure is as follows: "STN EN ISO 4259 Petroleum products. Determining and using relationship accuracy data to test methods".



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4. GRIEVANCIES/NOTICES

1. The Customer is entitled at any time to file a written, verbal (in person, telephone) or electronic Notice about any procedure of SLOVNAFT in the implementation of the contractual relationship, which is not a Complaint about the quality or quantity of goods according to this Complaint Handling Procedure (section 4).
2. The Notice will be registered and allocated for resolution. Unless the customer states otherwise, information about the registration and acceptance of the complaint by SLOVNAFT, a.s. will be sent back to the Customer.

5. FINAL PROVISIONS

1. This Complaint Handling Policy does not affect the legal rights of the Customer and none of its provisions can be interpreted in such a way as to conflict with valid and effective legal regulations.
2. In cases where unforeseeable force majeure events occur, this Complaint Handling Policy cannot be used.
3. SLOVNAFT reserves the right, in the case of unavoidable necessity, to unilaterally change or completely replace the Complaint Handling Policy according to market needs and new trends in order to prevent the emergence of reasons for customer claims or complaints.
4. This Complaint Handling Policy is valid and effective from 1. 2. 2025.

In Bratislava 24. 1. 2025

Elaborated: SLOVNAFT, a.s.
Department: Quality Management

Approved by: Ing. Marek Senkovič
CEO of SLOVNAFT, a.s.