



Complaints Policy of SLOVNAFT, a.s.
in Relation to Sale of Polymers

Preamble

Company SLOVNAFT, a.s. makes every effort to duly fulfil all its obligations arising from the concluded contracts, any relevant valid and effective legal regulations of the Slovak Republic, and any applicable technical standards, which it committed itself to observe in its wholesale activities. When fulfilling these obligations, the company is interested in maximizing customer satisfaction, while placing great emphasize on continuous improvement of its activities and conduct in compliance with the provisions of the international standard for quality management systems ISO 9001:2008 and other legal regulations. In order to meet the needs of its contractual partners and to simplify and speed up the process, in which it addresses complaints filed by the contractual partners, the company hereby establishes in good faith this Complaints Policy of company SLOVNAFT, a.s Applied to Polymer Wholesale:

Section I – General Provisions

1. Initial Provisions

1.1 This Complaints Policy (hereinafter referred to as “CP”) of company SLOVNAFT, a.s. with registered seat at Vlčie hrdlo 1, 824 12 Bratislava, ID No: 31 322 832, incorporated in the Business Register of District Court Bratislava I, section: Sa, insert No: 426/B (hereinafter referred to as “SLOVNAFT Company”), governs the procedure, rights and obligations of Company SLOVNAFT and its contractual partner (hereinafter referred to as “the Buyer”) in solving the motion – complaint filed by the Buyer under their business relationship, the purchase agreement for the sale of polymers (hereinafter referred to as “the Purchase Contract”) that was duly concluded and lasts, or was dully concluded and the claims arising thereof still exist.

1.2 This CP is based on the provisions of the seller's liability for any defects in the goods in accordance with § 422 et seq. Act No 513/1991 Coll. Commercial Code of the Slovak Republic as amended.

2. Scope of Competence

2.1. This CP governs settlement of the motions (complaints) arising from the business relationship between the company SLOVNAFT and the Buyer established by the Purchase Contract. This CP requires an adequate procedure to be applied in case of the purchase agreement governed by the legal order of a foreign country.

2.2 This CP does not apply to the settlement of discrepancies in the formal and technical data in invoices issued by the company SLOVNAFT for the sale of the goods to the Buyer. Relevant provisions of the Purchase Contract and the generally binding legal regulations (such as Act No 222/2004 Coll. on Value Added Tax as amended) shall apply accordingly in such cases.

3. Definitions

3.1 For the purposes of this CP the below listed terms shall have the meaning as set out herein.

3.2 **Complaint** shall mean filling a written or oral motion of the Buyer with the company SLOVNAFT, through which the Buyer seeks to have the defects in the supplied goods (quality and quantity) or provided services removed. The motion shall include description of the defect in the supplies goods, description of circumstances under which the defect occurred and the proposed settlement procedure (complaint arising from the defect in the goods). The complaint may be targeted at any procedure of the company SLOVNAFT in supplying goods to the Buyer under the Purchase Contract. The Buyer believes that such procedure is contrary to the principles of good conduct, morality or otherwise violates the generally binding legal regulations.

3.3 **Complaint Form** (Appendix No 1 hereto) is a written document – a record of the complaint used by the Buyer to complain about the subject of purchase under the Purchase Contract (hereinafter referred to as “CF”). The Buyer shall describe in CF defects in the goods, arising claims and proposed complaint settlement procedure. CF has to be accompanied with the documents proving liability of the company SLOVNAFT. CF shall include in particular:

- Information about the Buyer: business name, ID No, registered office/place of business as indicated in the Business, Trade or other register in which the Buyer is incorporated;
- Subject of complaint– what is the subject of the Buyer's complaint;
- Type and quantity of the claimed goods;
- Number of the Purchase Contract, purchase orders/confirmation of order/call-off and delivery notes;
- Number of invoice (if known);
- Copies of other documents related to the shipment that is subject to the complaint and others;
- Reason for complaint;
- Description of the claimed defect;
- Place, time and method of defect detection;
- Other information related to the claimed goods;
- Contact information about the Buyer;
- Place and date of signing the CF;
- Name and signature of the representative of the Buyer

In case the complaint is orally submitted to sales representative of the company SLOVNAFT, the complaint registration and its investigation allocation is in responsibility of the sales representative of the company SLOVNAFT.

3.4 **The goods** shall mean the subject of purchase under the relevant Purchase Contract, which the Buyer accepts from the company SLOVNAFT in this business relationship based on the order of the Buyer confirmed by the company SLOVNAFT pursuant to the Purchase Contract. In this case, the goods are polymers supplied by the company SLOVNAFT.

3.5 **Defect in the goods** shall mean the difference between the contractual and actual qualitative and quantitative characteristics of the goods and the delivery terms. Defect in the goods shall also mean supply of goods other than prescribed by the order of Buyer confirmed by the company SLOVNAFT pursuant to the Purchase Contract.

3.6 **Discrepancy in quality** of the goods shall mean the difference between the parameters of the supplied goods and parameters listed in the Catalogue Sheet, which identifies the guaranteed parameters of the supplied goods and/or in the inspection certificate accompanying the supplied goods.

3.7 **Discrepancy in quantity** of the goods shall mean the difference between the quantity indicated in the document accompanying the goods during transportation and the quantity detected by the recipient of the goods with regard to the delivery terms and possible discrepancy (tolerance) agreed upon in the relevant Purchase Contract concluded with the Buyer.

3.8 **Railway transport** shall mean transport of the goods by rail in railroad tank cars or railroad cars under contractually agreed terms and conditions, which is based on RID international agreements and conventions (regulations concerning international transporter of goods by rail), CIM convention (uniform rules concerning the contract of international carriage of goods by rail), SMGS (the agreement on international goods transport by rail) and on the valid transport rules of the company Železničná spoločnosť Cargo Slovakia, a.s. "Transport Rules of company Železničná spoločnosť Cargo Slovakia, a.s." or other carrier.

3.9 **Road transport** shall mean transport of the goods by road in vehicles under contractually agreed conditions and with the application of international agreements and conventions CMR (convention on the contract for the international carriage of goods by road).

3.10 **Quantity** shall be indicated in kilograms or tonnes. Each measurement of the quantity using the prescribed and authorized (calibrated) measuring device in accordance with Act No 142/200 Coll. on Metrology as amended shall be relevant for the purpose of determining the quantity. Claimed differences in the quantity must be determined by comparison using the calibrated and authorized measuring devices (§15 section 4 of the referred Act).

3.11 **Sampling protocol** (Annex No 2 hereto) shall mean a written document created by the representative of the Buyer and the representative of the company SLOVNAFT in the process of goods sampling. The Sampling Protocol shall include especially the following:

- Identification of the sample (polymer type, batch and date of packing in case of packaged goods);
- Sampling circumstances (technical and other);
- Date, time and place of sampling, number of samples (weight);
- Other information as needed, such as statement of the Buyer etc.

Photographic documentation is required in case of a complaint concerning the packaging.

3.12 **Goods sample** shall mean a representative sample of the claimed goods in the quantity, which ensures the possibility of carrying out necessary analysis for the needs of the company SLOVNAFT, taking into consideration the specific type of the goods. Sampling procedure shall comply with the agreement between the Buyer and the company SLOVNAFT.

3.13 **Sales representative** shall mean a person authorized to act on behalf of the company SLOVNAFT in the complaints procedure (employee of the company SLOVNAFT or other authorized private or legal entity identified in the Purchase Contract).

Section II – Procedure of Complaint Settlement in Contractual Relations

1. Quality Complaints

1.1 It is in the Buyer's own interest to verify integrity of the seals and the condition of the delivered goods (in particular its appearance, integrity of the packaging etc.) upon receipt of the goods (polymer) delivered by railway transport or road transport.

1.2 The complaint has to be filed by the Buyer without undue delay following the detection of defects. The Buyer shall submit the complaint in written via e-mail or regular mail or fax or submit/deliver the same to the company SLOVNAFT (authorized representative) in person for

the purpose of recording the complaint, , within 3 days of detecting the defect in the goods. The Buyer shall submit the complaint also via dedicated e-mail address: sn_polymer_complaints@slovnaft.sk.

1.3 The Buyer is obliged to claim obvious defects in the goods immediately upon delivery/receipt of the goods and the same shall be indicated in the consignment note (CMR), the railway consignment note (CIM, SMGS) and/or the bill of delivery. When detecting any defects in the quality of the goods, the Buyer shall notify the contact person – sales representative of the company SLOVNAFT – with whom he/she will agree on a procedure of the complaint settlement (inspection at the Buyer, sampling etc.).

1.4 The Buyer is obliged to refrain from any action that would make it difficult or impossible or would prevent collection of the relevant samples of the claimed goods at the time of the defect detection, or which could cause further damage; the Buyer is especially not allowed to further use the goods, individually collect a sample of the goods in containers of their choice and send them to the company SLOVNAFT without prior agreement with the sales representative, destroy or add any substances to the claimed goods including additional batches of the goods of the same type.

1.5 In case the Buyer claims the defects in the quality of the goods supplied by the company SLOVNAFT detected by the Buyer when processing the goods or detected in the final products produced from the material supplied by the company SLOVNAFT, the Buyer is obliged to submit to the company SLOVNAFT relevant evidence and clearly prove that the supplied goods were used in the production process and the defects were not caused by improper (inappropriate) processing method, but were caused instead by the nature (quality) of the supplied goods (e.g. records of the production facilities that processed the goods, samples of unfinished products, samples of finished products, records on handling the supplied goods, records on used material and input material supplied by other suppliers etc.).

1.6 The Buyer is obliged to provide to the company SLOVNAFT a sample of the claimed goods (polymer). In case the supplied goods were supplied in bags, the Buyer shall provide at least one unopened original bag of the claimed goods for the inspection purposes. In case of supply of bulk goods, the Buyer shall provide at least 5 kilograms of the claimed goods.

Given the wide possibilities of the polymer use and their processing options, it is not possible to precisely define the required number of collected samples, their quantity or sampling places in this CP; in some cases it may be required to collect samples of the final products produced from the claimed goods. It is therefore necessary for the Buyer to agree with the sales representatives of the company SLOVNAFT on the procedure of complaint settlement.

1.7 Samples of the goods (polymers) for further analysis in the company SLOVNAFT must be collected in clean and dry sampling containers. It is necessary to make sure that the collected sample is not contaminated by impurities from the sampling area or its surroundings. Representative of the Buyer collecting the sample shall seal the sample container using the suitable cap immediately after filling up the container in order to prevent spilling in the next step of the handling process. The samples must be clearly labelled. The label shall contain the following information: name of the product (goods), place and date of sampling, information about the Buyer (business name and registered seat/place of business), name of the person collecting the samples and any other additional information (identification of the means of transport). The sample of the label constitutes Annex No 3 hereto.

1.8 In case of delivery of the bulk goods, the sampling of polymer shall be conducted in the presence of the representative of the company SLOVNAFT, unless the Buyer and the company SLOVNAFT do not agree otherwise. If the samples are collected in the presence of the representatives of the company SLOVNAFT, the samples shall be collected in suitable containers to be provided by the representative of the company SLOVNAFT. Containers shall be then securely sealed and delivered without undue delay to the company SLOVNAFT for the purpose of laboratory analysis.

In case the samples are collected in the presence of the representative of the company SLOVNAFT, the Buyer and the representative of the company SLOVNAFT shall create the Sampling Protocol in triplicate to be signed by both parties. One counterpart of the protocol shall accompany the sample during the tests, the second counterpart shall remain with the Buyer and the third one with the representative of the company SLOVNAFT.

1.9 The company SLOVNAFT shall arrange investigation of the Buyer's complaint and performance of the necessary laboratory analysis of provided samples in the laboratories of the company SLOVNAFT. Based on the conclusions of the analysis the company shall carry

out the assessment of the conformity of the assessed sample with quality guaranteed by the company SLOVNAFT. The company shall also carry out comparison with a reference sample from the same batch, which was collected during the production of the claimed goods (polymer) and is stored by the goods manufacturer. If the sample of the claimed goods is not available, a reference sample from the same batch (stored by the goods manufacturer) should be used to conduct the necessary analysis. If the complexity of the complaint requires performance of special analysis that cannot be conducted in the laboratories of the company SLOVNAFT, the company SLOVNAFT is entitled to submit the samples to an external laboratory for analysis purposes.

1.10 In case the analysis of the goods samples does not confirm legitimacy of the complaint, i.e. no discrepancy between quality of the supplied goods and quality of the goods guaranteed by the company SLOVNAFT is detected the complaint will not be accepted. In case discrepancy between quality of the supplied goods and quality of good guaranteed by the company SLOVNAFT is proved, the complaint shall be accepted if the discrepancy in question was caused by the facts, for which the company SLOVNAFT is provably responsible.

1.11 The Buyer will be informed about the final method of the complaint settlement by a written document (notice) within 30 days of joint sampling or delivery of the sample to the company SLOVNAFT. In case conduct of further expert assessment is deemed necessary, the deadline for notifying the Buyer of the final method of complaint settlement may be extended for additional 30 days. If the complaint is accepted, the company SLOVNAFT shall bear all costs associated with conducted analysis. If the complaint is rejected as ineligible, the company SLOVNAFT is entitled to issue an invoice for the Buyer for all conducted analysis; number of analysis and unit price shall be indicated in the invoice.

2. Quantity Complaints

2.1 The Buyer is obliged to verify quantity of the products ordered/recalled and quantity supplied (Article 3 paragraph 3.8 Section I of CP) integrity of seals and accuracy of information on the shipment and delivery notes.

2.2 The Buyer is entitled to claim the difference between the loaded quantity and delivered quantity immediately upon delivery/acceptance of the goods and record the detected

difference in the consignment note (CMR), the railway consignment note (CIM, SMGS) and the delivery note; the difference must be detected using a prescribed and authorized (calibrated) measuring device. The Buyer is obliged to prove the difference between actual quantities measured using the prescribed and authorized (calibrated) measuring device and quantity indicated in the supplied documents. Any later complaints over quantity will not be accepted by the company SLOVNAFT. In case of delivery of obviously damaged goods (e.g. damage to the bags or entire packaging), the Buyer is obliged to draw up a claims report and record the findings in the consignment note (CMR), the railway consignment note (CIM, SMGS) and provide photographic documentation of the damaged goods (photographs of the condition of the goods prior to unloading, details of the damage and photograph of the entire shipment including the licence plate of the vehicle). If quality of the packaging material is the reason for quantity complaint, the Buyer is obliged to provide a sample of the packaging material.

2.3 In case of detecting a difference in quantity upon delivery/receipt of the goods, the Buyer is obliged to notify the sales representative of the company SLOVNAFT of the same without undue delay in person, via phone, in written (fax, , e-mail or regular mail). The Buyer shall submit the complaint also via dedicated e-mail address: sn_polymer_complaints@slovnaft.sk.

2.4 The company SLOVNAFT is entitled to carry out further verification of the complaint and arrange expert assessment of the defect.

2.5 The Buyer will be informed about the final method of the complaint settlement by a written document (notice) within 30 days of the complaint submitting to the company SLOVNAFT. In case conduct of further expert assessment is deemed necessary, the deadline for notifying the Buyer of the final method of complaint settlement may be extended for additional 30 days.

3. Other type of Complaints

3.1 The Buyer is entitled to file at any time complaint over any procedure of the company SLOVNAFT in the performance of the contractual relationship, which is not quality complaint

or quantity complaint hereunder. The complaint may be filed in writing (e-mail, facsimile, regular mail) or orally (in person, per phone). Such complaint shall be recorded and submitted for settlement. The Buyer shall notify a contact person – sales representatives of the company SLOVNAFT identified in the Purchase Contract – of the complaint in writing by facsimile, e-mail or regular mail or in person. If the Buyer files a complaint orally through the sales representatives of the company SLOVNAFT, recording and assignment of the complaint for settlement shall be performed by the sales representative of the company SLOVNAFT. The Buyer shall submit the complaint also via dedicated e-mail address: sn_polymer_complaints@slovnaft.sk.

3.2 The company SLOVNAFT commits itself to investigate each complaint filed by the customer properly, fully and with all due Professional care, and notify the Buyer of the conclusions of the conducted investigation. The company SLOVNAFT shall draw relevant consequences from each accepted (justified) complaint and take necessary measures to remove any reasons for re-filing of the same complaint by the Buyer.

Section III – Final Provisions to Section I and Section II

1.1 This CP cannot be applied to the unforeseen “Force Majeure” events.

1.2 If necessary, the company SLOVNAFT reserves the right to unilaterally amend or completely replace this CP to comply with the needs of the markets and new trends in preventing reasons for filing complaints by the Buyers.

1.3 This CP is valid and effective as of 1 March 2021.

1.4 CP procedure effective from 1 March 2016 shall become invalid and void upon the entree into force of this CP.

Bratislava, 1 March 2021

Prepared by: SLOVNAFT, a.s.

Downstream Sales

Approved by: Ing. Marek Senkovič, General Director



Annexes:

Annex No. 1 – Complaint Form

Annex No. 2 – Sampling Protocol

Annex No. 3 – Sample Labelling



Annex No. 1

Complaint FORM

Information about the Buyer (business name, ID No, registered seat/place of business):

Claim subject – description of the subject of the complaint:

- Claimed goods TIPOLEN / TIPELIN / TIPPLEN / BRALEN / TATREN
- Type name:
- Batch number:
- Supplied quantity:
- Claimed quantity:
- Number of Purchase Contract, order/confirmation of order/call-off and delivery note:
- Invoice number (if known):
- Photographic documentation: pcs
- Type and quantity of provided sample:
- Date and place of sampling:
- Copies of documents related to the supply that is subject to the complaint and other:

Reason for complaint*: Quality Quantity

Description of the claimed defect:

Place, time and method of defect detection:

Other information related to the claimed goods:

- Place of storage:
 - Packaging method*:
 - Packing date printed on the bag:
- Bag Silo

- Storage*: Open Closed Silo

Point of contact at the Buyer:

- Name:
- E-mail:

Place and date of drawing up the Complaint Form:

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Name and signature of the Buyer's
representative

* Underline the correct option

Note:

In case the complaint refers to quality of the supplied goods, we require the Buyer to provide a sample. If the goods were supplied in bags, we require the Buyer to provide full and undamaged original bag of granules (goods). In case of bulk goods we require the Buyer to provide at least 5 kilograms of granules (goods). In case a sample of the claimed goods is not available, a reference sample from the same batch (stored by the goods manufacturer) will be used to conduct necessary analysis. If the reason for complaint over the supplied goods are defects in quality of the supplied goods, detected by the Buyer during the processing of the goods or in the final products produced from the supplied goods, we require the Buyer to provide records of the production facilities that process the product, samples of unfinished products, samples of finished products, records on handling the supplied goods, records of used material and input material supply by other suppliers and other relevant information.

In case the complaint refers to supplied quantity of the goods and the Buyer received obviously damaged goods (e.g. damaged bags, damaged packaging), we require the Buyer to draw up a claims report and record the findings in the consignment note (CMR, CIM, SMGS etc.) and provide photographic documentation of the damaged goods (photographs of the

condition of the goods prior to unloading, details of the damage and photograph of the entire shipment including the licence plate of the vehicle). If quality of the packaging material is the reason for quantity complaint, we require the Buyer to provide a sample of the packaging material.

If the subject of the complaint is the difference in quantity (difference between quantity indicated in the document accompanying the goods and quantity detected by the recipient of the goods), we require the Buyer to provide a weight ticket and a valid certificate (verification) of the assigned weighing device of the goods recipient.

Annex No. 2

SAMPLING PROTOCOL

- Identification of sample (polymer type, batch, date of bagging with packaged goods):
- Sampling circumstances (technical and other circumstances):
- Date and time of sample collection, sampling site:
- Number of collected samples (weight):
- Name of the person collecting the sample:
- Other information as required; statement of the Buyer etc.:
- Identification of the vehicle in case of collection from mobile tanks:
- Complaint Form number:
- Name and signature of the representative of the Buyer:
- Name and signature of the representative of the company SLOVNAFT, a.s.:

Annex No. 3

SAMPLE LABELLING

- **Product name:**
- **Place of collection:**
- **Date of sample collection:**
- **The Buyer – business name and registered seat/place of business of the Buyer:**
- **Name of the person collecting the samples:**
- **Additional information:**