

UAB „GLASSBEL EU“

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**CLAIMING PROCEDURE**

UAB «GLASSBEL EU»

Valid from 19.09.2018

**1. General terms**

- 1.1. This claiming procedure (the “CP”) is an inseparable part of the Agreement that refers to the CP.
- 1.2. Defined terms used but not defined in the CP have the meaning indicated in the Agreement that refers to the CP.
- 1.3. The CP may be consulted at [www.glassbel.com/legal](http://www.glassbel.com/legal). Upon written request of the Buyer, the Seller shall submit to the Buyer a copy of the CP.

**2. Examination**

- 2.1. If the Products are transported, the Buyer shall examine conformity of the Products to the transportation documents, including for any shortage of and (or) damage to the Products, at the time of acceptance of the Products by the Buyer.
- 2.2. The Buyer shall examine conformity of the Products to the requirements for range, quantity, marking, packaging and documents within reasonable term but not later than 7 calendar days from the date of transfer of the Products to the Buyer.
- 2.3. The Buyer shall examine quality of the Products for the following defects in quality within the following terms:
  - 2.3.1. for soft coating defects and (or) for coating corrosion defects not later than 2 calendar days from the date of transfer of the Products to the Buyer;
  - 2.3.2. for apparent defects not later than 30 calendar days from the date of transfer of the Products to the Buyer; and
  - 2.3.3. for optical defects not later than 30 calendar days from the date of transfer of the Products to the Buyer.
- 2.4. The Buyer shall examine quality of the Products for any other defects in quality within reasonable term from the date of transfer of the Products to the Buyer.
- 2.5. If the Buyer does not examine conformity and (or) quality of the Products in accordance with the order indicated in the CP, the Seller is not required to satisfy claims of the Buyer regarding non-conformity (or) defects in quality of the Products, and the Buyer will lose the right to rely on non-conformity and (or) on defects in quality of the Products.

**3. Evidence**

- 3.1. Upon determination of non-conformity of the Products and (or) defect in quality of the Products, the Buyer shall immediately take photos of non-conforming and (or) defective Products.
- 3.2. The Buyer shall ensure that the photos of non-conforming and (or) defective Products conform to all of the following requirements:
  - 3.2.1. the photos of non-conforming and (or) defective Products must be taken from different angles and non-conformity and (or) defect in quality of the Products must be clearly visible in the photos;
  - 3.2.2. the photos of non-conforming and (or) defective Products must be taken from close distance and the size of non-conformity and (or) defect in quality of the Products must be clearly visible in the photos (the latter may be achieved by placing a measurement tool next to it); and
  - 3.2.3. the photos of non-conforming and (or) defective Products must be taken from remote distance and the surroundings of non-conformity and (or) defect in quality of the Products must be clearly visible in the photos.
- 3.3. If non-conformity of the Products and (or) defect in quality of the Products is determined during unloading

of the Products, the Buyer shall immediately cease unloading the Products and shall ensure that the registration plate of the means of transport on which non-conforming and (or) defective Products are loaded are also clearly visible in the photos.

- 3.4. If non-conformity of the Products and (or) defect in quality of the Products is determined during unpacking of the Products, the Buyer shall immediately cease unpacking the Products and shall ensure that the packaging (racks, crates, boxes and other) in which non-conforming and (or) defective Products are packed are also clearly visible in the photos.
- 3.5. If the Buyer does not take the photos of non-conforming and (or) defective Products in accordance with the order indicated in the CP, the Seller is not required to satisfy claims of the Buyer regarding non-conformity (or) defects in quality of the Products, and the Buyer will lose the right to rely on non-conformity and (or) on defects in quality of the Products.

#### 4. Notices

- 4.1. If the Products are transported and if the Buyer determines a non-conformity of the Products to the transportation documents, including any shortage of and (or) damage to the Products, the Buyer shall indicate this non-conformity in the carrier's copy of the transportation documents of these Products at the time of acceptance of these Products by the Buyer and shall immediately give written notice hereof to the Seller.
- 4.2. If the Buyer determines a non-conformity of the Products to the requirements for range, quantity, marking, packaging and (or) documents, the Buyer shall promptly, but not later than 7 calendar days from the date of transfer of these non-conforming Products to the Buyer, give written notice hereof to the Seller.
- 4.3. If the Buyer determines a soft coating defect, coating corrosion defect, apparent defect and (or) optical defect in the Products, the Buyer shall promptly, but not later than 2 calendar days from the date of transfer of these defective Products to the Buyer, give written notice hereof to the Seller.
- 4.4. If the Buyer determines an apparent defect and (or) optical defect in the Products, the Buyer shall promptly, but not later than 30 calendar days from the date of transfer of these defective Products to the Buyer, give written notice hereof to the Seller.
- 4.5. If the Buyer determines any other defect in quality of the Products during the term of contractual quality guarantee, the Buyer shall promptly, but not later than until the end of the term of contractual quality guarantee, give notice hereof to the Seller.
- 4.6. If the Buyer does not give notice to the Seller about a non-conformity and (or) defect in quality of the Products in accordance with the order indicated in the CP, the Seller is not required to satisfy claims of the Buyer regarding this non-conformity and (or) this defect in quality of the Products, and the Buyer will lose the right to rely on this non-conformity and (or) this defect in quality of the Products.

#### 5. Contents of the notices

- 5.1. To be effective, each written notice about non-conformity and (or) defect in quality of the Products must contain the following:
  - 5.1.1. the date of the notice;
  - 5.1.2. the date of transfer and acceptance of non-conforming and (or) defective Products;
  - 5.1.3. the place, date and time where and when non-conformity and (or) defect in quality of non-conforming and (or) defective Products was determined;
  - 5.1.4. the description of non-conformity and (or) defect in quality of the Products;
  - 5.1.5. the place where non-conforming and (or) defective Products are kept (stored) and the description of the keeping (storage) conditions thereof;
  - 5.1.6. the photos of non-conforming and (or) defective Products taken in accordance with the order indicated in the CP;
  - 5.1.7. the reference to the OC to which non-conforming and (or) defective Products relate to or the photo of the identification label thereof;
  - 5.1.8. the formula (marking, quantity, dimensions) of non-conforming and (or) defective Products or the photo of the identification label thereof; and
  - 5.1.9. the proof that non-conforming and (or) defective Products were bought from the Seller or the photo of the identification label thereof.
- 5.2. Each notice about non-conformity and (or) defect in quality of the Products must also comply with the terms indicated in the GTCs.

## 6. Inspections

- 6.1. Upon request of the Seller, the Buyer shall immediately allow the Seller and shall immediately ensure that the Seller is allowed to inspect the place (premises, sites and other) where non-conforming and (or) defective Products are stored, and the Buyer shall cooperate with the Seller during the inspections.
- 6.2. If the Buyer does not allow or does not ensure that the Seller is allowed to inspect the place (premises, sites and other) where non-conforming and (or) defective Products are stored in accordance with the order indicated in the CP, the Seller is not required to satisfy claims of the Buyer regarding non-conformity and (or) defect in quality of the Products, and the Buyer will lose the right to rely on non-conformity and (or) on defects in quality of the Products.

## 7. Remedies

- 7.1. If the Buyer examines conformity of the Products to the transportation documents, including for any shortage of and (or) damage to the Products, indicates a non-conformity in the carrier's copy of the transportation documents of these Products and gives notice hereof to the Seller in accordance with the order indicated in the CP, the Seller shall gratuitously remedy this non-conformity of the Products not later than within a reasonable additional term agreed between the parties that will not be shorter than 30 calendar days.
- 7.2. If the Buyer examines conformity of the Products to the requirements for range, quantity, marking, packaging and (or) documents and gives notice to the Seller about a non-conformity of the Products in accordance with the order indicated in the CP, the Seller shall gratuitously remedy this non-conformity of the Products not later than within a reasonable additional term agreed between the parties that will not be shorter than 30 calendar days.
- 7.3. If the Buyer examines quality of the Products and gives notice to the Seller about a defect in quality of the Products in accordance with the order indicated in the CP, the Seller shall gratuitously remedy this defect in quality of the Products or replace the Products with this defect not later than within a reasonable additional term agreed between the parties that will not be shorter than 30 calendar days.
- 7.4. The Seller is not required to satisfy any other claims of the Buyer regarding non-conformity and (or) defects in quality of the Products. The Buyer shall not exercise any other remedies.

## 8. Non-satisfaction of claims

- 8.1. Among other things, the Seller is not required to satisfy claims of the Buyer regarding non-conformity and (or) defects in quality of the Products if non-conformity and (or) defects in quality of the Products occur:
  - 8.1.1. due to the fact that the Buyer breached rules and (or) other directions of the Seller on keeping (storage) of the Products;
  - 8.1.2. due to the fact that the Buyer breached rules and (or) other directions of the Seller on installation and (or) usage of the Products;
  - 8.1.3. due to the fault of other persons for whom the Seller is not responsible; and (or)
  - 8.1.4. due to the circumstances of force majeure.