Zain One - Claim Policy - January 2024



1. Claim Policy:

Zain One Industry's complaint procedure is an integral part of our Quality Policy designed to promptly address any potential claims. Its objectives include defining clear guidelines for claim handling and resolution, identifying and eliminating root causes to prevent future claims, reaching amicable settlements to avoid disputes with clients, and ensuring continuous improvement of our claim handling processes.

2. Claim Procedure:

To file a complaint, submit a completed CLAIM APPLICATION FORM along with necessary photographic documentation of non-compliance to info@zain-one.com.

- Product quantity and quality will be assessed based on the contract or confirmed Sales Order, or in the absence of specific agreements, in accordance with ASTM or EN standards. Testing methods align with the European Coil Coating Association (ECCA). In cases of quantity discrepancies, the weight stated on the invoice and packing list will determine the delivered quantity.
- The Buyer must inspect all Products and shipping documents promptly upon delivery. No claims for shortages or damage during delivery will be valid unless the Buyer notifies the Seller in writing within five (5) days for visible damage or quantity shortages, and within 60 days for quality defects or concealed damage.
- Upon receipt of a claim, the Seller must respond within 30 days indicating agreement or requesting additional time for analysis.

3. Inspection:

The Seller reserves the right to inspect any product claimed to be defective in quality or quantity. Either party may request an independent inspector acceptable to both, with costs shared equally. The inspector's findings shall be final and binding.

4. Claim Resolution

- In cases of justified claims, the Seller's liability is limited to product replacement or agreed price reduction. Disposal of any material remains at the Seller's discretion.
- Claims not approved by the Seller cannot be rejected.
- Material meeting EN or ASTM standards but failing to meet specific customer requirements is deemed compliant. Commercial settlements, not exceeding %10 of the claimed material value, are at the Seller's discretion.
- Material supplied outside EN or ASTM tolerances, but not affecting product performance, may be subject to a settlement not exceeding %20 of the claimed material value.
- Visual defect claims require proof that defects persist post-processing and assembly, rendering the product second quality.
- Unauthorized use of Products by the Buyer implies acceptance, except with prior written approval from the Seller.

5. Other Considerations:

- The Buyer agrees to store claimed material at no cost until claim settlement and removal or replacement.
- Claims related to Buyer production efficiency are not grounds for rejection and may be settled with a price reduction at the Seller's discretion.
- The Seller assumes no liability for expenses incurred by the Buyer or third parties resulting from Non-Conforming Products, including downtime or reduced efficiency costs.
- Buyer obligations to pay invoices in full by the due date remain, unless a credit note is issued beforehand by the Seller.
- Disputes over product conformity may lead to independent laboratory testing of samples collected and funded equally by both parties, with test results binding for resolution.

For further inquiries or assistance, please contact:

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