

TERMS OF WARRANTY AND CLAIMS FOR FILM DT2 / SYS / 008-1



Compiled by:	Paulina Woźniak	Date:	26.11.2020	Signature:	
	Quality Supervisor				
Approved by:	Piotr Bogucki	Date:	26.11.2020	Signature:	
	Vice President				
Effective from:	01.122020				

- 1. "BOGUCKI FOLIE spółka z ograniczoną odpowiedzialnością" Sp.k. gives a warranty of quality from the date of production for:
 - The dimensions (thickness, width) for all the films for 12 months
 - The mechanical properties, shrinkage, adhesion of printing, OTR, WVTR for the film from the original raw material and laminates, for a period of 12 months
 - The mechanical properties for films for laminations and laminates with effect open-close for a period of six months (does not apply to CPP film)
 - Corona Treatment Level LDPE film- for film from the original raw material, for a period of 6 months
 - Corona Treatment Level CPP film- for film from the original raw material, for a period of 3 months

The guaranteed corona treatment Level for CPP film is 36 mN / m. Before lamination and printing, the film must be activated. The supplier guarantees the suitability of the CPP film for printing and lamination for a period of 30 days from the date of manufacture.

- The antifog properties (does not apply to CPP film):
 - For lamination film for 6 months with effect no. 5
 - For laminates with BOPP and PET for 6 months with effect no. 4
 - No warranty for laminates with OPA

according to the scale developed by "BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością" Sp.k. available in annex.

- 2. If the corona treatment for the test films is guaranteed, it is included in the Quality Certificates. Other parameters of the test films given in the Quality Certificate are not covered by the guarantee due to the test character of the film.
- 3. The company "BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością" Sp.k. does not provide warranty for second category goods.
- 4. "BOGUCKI FOLIE spółka z ograniczoną odpowiedzialnością" Sp.k. guarantees the quality of the sold film in accordance with the characteristics set out in quality certificates associated with such products.
- 5. The buyer shall lose all rights under the warranty in the event of not storing film in accordance with the requirements set out in the point 21st of this document.
- 6. The condition for the Buyer's filing a complaint is the production of delivery documents (delivery note or certificate of quality), and keeping the manufacturer's label, which the manufacturer places on top and within the core of each of the rollers, which are the basis for

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maintaining traceability of the material.

In the absence of the above documents, or in case of expiry of the warranty period, claims will not be considered.

- 7. Defective product samples are used for investigation of the complaint; they are sent to the QualityControl Department of the "BOGUCKI FOLIE spółka z ograniczoną odpowiedzialnością" Sp.k. In exceptional cases, the analysis is allowed based on photos of product defects sent.
- 8. A product damaged intentionally or unintentionally by the Buyer, for example in form of various types of scratches, staining, moisture and damaged, deformed rod of the roll that originated due to the fault of the Buyer, may not be subjected to claims. The gels (inclusions) of up to 1 mm in size and quantity of up to four units per m² of film that may appear result from the specific nature of the raw material and for this reason they may not be subjected to claims.

ROLLS THAT HAVE DEFORMED MANDRELS BY FAULT OF THE CUSTOMER CANNOT BE SUBJECTED TO CLAIMS.

- 9. Buyers are obliged to provide all information allowing for consideration of a complaint requested by the company "BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością" Sp. k. within 30 days from the date of its submission. If the information is not received, the complaint will be unrecognized and closed after this deadline.
- 10. In the event of finding any quality defects, "BOGUCKI FOLIE spółka z ograniczoną odpowiedzialnością" Sp.k. shall bear the responsibility for the actual value of the defective material, i.e. the value of the quantity of claim reimbursement returned to the company. Financial claims arising from the cost of proceedings regarding the film incurred by the Buyer (e.g. print, lamination, welding, packaging the final product), or from not gaining possible profits, shall not be considered.

NOTE: In the event of an unjustified claim, the Buyer shall be charged for transportation and control of the goods.

- 11. If hidden defects are found (which negatively affect further processing of film printing, laminating, etc.), the Buyer shall be obliged to discontinue processing of film and immediately inform the Supplier in writing. The Supplier shall be responsible only for the cost of the first two processed rolls, but not more than 200 kg.
- 12. In the case of quality defects, the Supplier shall be liable only to the actual net value of defective, unprocessed Goods.
- 13. "BOGUCKI FOLIE spółka z ograniczoną odpowiedzialnością" Sp.k. shall consider the complaint no later than 14 calendar days from the date of receipt of the faulty batch of the material. In particularly complexed cases, the period for response to the claim may be extended. The Buyer shall be informed in writing about an extension of the period for dealing with the claim.
- 14. Submission of the claim shall not entitle the claimant to withhold a payment for the ordered goods.
- 15. The Buyer shall be responsible for consequences of independent implementation of the product provided by the Supplier. If the Supplier does not participate in an industrial implementation

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project using the Supplier's products, and it has not been informed about the results of tests, the Buyer shall assume legal and financial liability for the consequences of any damages and claims on account of authorization of the Supplier's products for any use, and it shall be obliged to make a timely payment of the full price for the purchase of Supplier's products.

- 16. In the case of deliveries at the expense of "BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością" Sp.k, the Buyer should check the condition of the pallets and whether they have not been mechanically damaged or wet during the transport. The company "BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością" Sp.k will consider complaints only if the delivery document (CMR, bill of lading) contains a description of the damage to the goods, signed by the driver, and receives information about the damage in writing and supported by relevant evidence within a period not exceeding 5 days from the date of receipt of the Goods.
- 17. The Buyer is obliged to inspect the goods, including in terms of their quantity and quality, upon their release by the company "BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością" Sp.k. The occurrence of quantitative shortages and quality defects should be stated by the Buyer in the document confirming the release of the goods. The Buyer should notify the company "BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością" Sp.k. about the occurrence of hidden quality defects immediately after noticing them, but not later than before the expiry of the warranty period for the given type of film. If the claims are presumed to be justified after the prior consent of Bogucki Folie Sp. z o.o Sp.k. the Buyer is obliged to deliver the goods to the company ""BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością" Sp.k. "to confirmation validity of this claim. Violation of the above obligations results in the loss of the Buyer's rights to claims for defects and shortages of goods.
- 18. The company "BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością" Sp.k. is not responsible for any non-delivery or delay in delivery resulting (directly or indirectly) from external obstacles not caused by the Supplier, in particular as a consequence of: fires, floods, accidents, explosions, nuclear explosions, earthquakes, storms, epidemics, pandemics, failure of equipment or machinery, failure of the IT system, sabotage, strikes or other disruptions to work, actions or omissions of any public authority, lack or suspension of supplies of energy, water, raw materials, materials for production.
- 19. In the case of production with the use of matrices provided by the Buyer, the company "BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością" Sp.k. is not responsible for the obtained solvents retention values and delamination forces.
- 20. If the claim is not recognized, the Buyer may, at its own expense, order arbitration tests to an independent accredited laboratory agreed upon by both parties. Samples for arbitration must be collected in the presence of a representative of the "BOGUCKI FOLIE spółka z ograniczoną odpowiedzialnością" Sp.k. Otherwise, the results of arbitration tests shall not be credible for "BOGUCKI FOLIE spółka z ograniczoną odpowiedzialnością" Sp.k. It is also possible for the "BOGUCKI FOLIE spółka z ograniczoną odpowiedzialnością" Sp.k. Company's representatives to

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visit the Buyer in order to check the claimed products.

21. Storage conditions:

		UDGGLIGHT FOLIE (III
1.	PRODUCT SUPPLIER	"BOGUCKI FOLIE spółka z ograniczoną odpowiedzialnością" Sp.k. Jatne 35 05 – 430 Celestynów
		Films / laminates should have a smooth surface.
2.	APPEARANCE OF THE	There should be no mechanical defects and pollutions
	MATERIAL	(so-called foreign bodies). Surface of the material should be free of scratches, holes, etc. (except for perforated film).
		The method of winding films / laminates should ensure a perfectly perpendicular plane of the coil face in relation to the sleeve axis.
3.	METHOD OF WINDING	The material should be wound evenly over the entire length of the roll.
		Pay special attention to keeping a storage distance of above 10 m from devices
4	STORAGE	generating electromagnetic field, 1,5 m from heating devices.
4.		Films and laminates should be stored in closed and roofed rooms.
		Rolls of the material should not be stored directly on the floor.
		Exercise caution when handling the rolls and prevent them from falling over, falling from a height, accumulating moisture in the mandrel, as this will lead to its deformation and thus impede the installation of the roll in a packaging machine.
5.	SEASONING	Films and laminates (excluding products with antifog) should be seasoning under proper conditions, i.e.: temperature $0-40^{\circ}\text{C}$ relative humidity $0-70\%$
		It is necessary to maintain an appropriate seasoning unpacked film on the production floor before putting the film on the machine, for the necessary adaptation of the material with the surroundings:
		- LDPE film transparent: at least 1 day
		-film with print, laminates and CPP film: at least 2 days Recommended processing conditions: 15-35 ° C, humidity below 70% Rh.
		In case of high-performance production equipment, it is necessary to use equipment neutralizing electrostatic charges.
	2. 3. 4.	2. APPEARANCE OF THE MATERIAL 3. METHOD OF WINDING 4. STORAGE

NOTE: SHOULD THE AFOREMENTIONED RULES BE NOT COMPLIED WITH, THE MANUFACTURER SHALL NOT BE LIABLE FOR THE RESULTING TECHNICAL PROBLEMS OR FAULTS OF THE PRODUCT.

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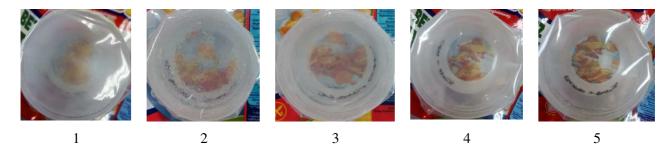
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ANNEX

The scale of antifog effect developed by "BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością" Sp.k. assumes:

- The effect is measured after 24 h storage of container filled with water in temperature 4°C
- Before measurement film is stored in conditions: 30-70% RH, 15-30°C
- Lamination with polyurethane solvent free glue
- BOPP film one side corona treated, PET film one side chemically treated, other side plain



1 - no AF effect (NOK), 2 - very weak AF effect (NOK), 3 - weak AF effect (NOK), 4 - good AF effect (OK), 5 - very good AF effect (OK)