


Version 6	TERMS OF WARRANTY AND CLAIMS FOR WICKET AND VACCUM POCKET BAG DT2 / SYS / 009-2	
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In force until:	01.12.2020				


1. „BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością” Sp.k. grants 12 month warranty of quality (from the date of manufacture) for packaging made from polyethylene film. The warranty does not cover the quality of polyethylene film with an addition of recycled raw material.
2. „BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością” Sp.k. guarantees the quality of packages sold in accordance with the guidelines contained in the technical specifications of the DT 4 product sent to the Buyer.
3. The company "BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością" Sp.k. does not provide warranty for second category goods.
4. The buyer shall lose all rights under the warranty in the event of not storing the packaging in accordance with the requirements set out in the point 20th of this document.
5. Claims must be reported within the warranty period in writing, stating the batch number, the type of the claimed packaging, quantity, description of the detected defect and print theme (for packages with printing). It is necessary to produce the manufacturer's label, which „BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością” Sp.k. Company places on the box and on the pallet which enables 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.

6. Defective product samples are used for examination of the complaint. They are sent to the Quality Control Department of the „BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością” Sp.k. In exceptional cases, the analysis is allowed based on photos of defective product.
7. Packaging subject to claims may not be returned to the „BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością” Sp.k. without the prior consent of the supplier.
NOTE: The returned goods must be put in the original packaging and adequately secured. Labels of the manufacturer must be placed on all boxes. The „BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością” Sp.k. may request photos of goods prepared for return of the shipment.
8. Control of products takes place in accordance with the principles of the PN-ISO 2859-1 Standard. The II level of control is used and AQL= 0 for critical defects, AQL=2.5 for significant defects and AQL4.0 for minor defects.

Critical defects: unreadable text,
mechanical damage,
lack of weld or weak weld,
confusion of the front and back of the bag (for printed bags),
format of the bag not compliant with the technical specification,

Significant defects: color incompatible with the mother artwork,
coming off / staining print,

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staining, inclusions of > 1 mm,
 spots > 5 mm,
 other defects affecting the functionality,
 size of the bag and holes not compliant with the technical specification,
 crease of the bag making the use impossible,
 incorrect wire (for wicket wire bag),
 backing peeling off,
 lifting capacity outside the tolerance range,
 improper packaging (quantity, method, label),

Minor defects:

print defects, spots ,
 staining, inclusions < 1 mm,
 offset of printable area in the front of the bag,
 packaging not compliant with the specification (quantity, method, label),
 other defects having a negligible impact on the aesthetics.

9. A product damaged intentionally or unintentionally by the Buyer, for example in the form of various types of scratches, staining or moisture, may not be subject to claims.
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. Claims arising 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. „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 material. In particularly complex 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.
12. 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.
13. In the case of quality defects, the Supplier shall be liable only to the actual net value of defective, unprocessed Goods.
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 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. 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". It is also possible for the „BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością” Sp.k. Company's representatives to visit the Buyer in order to check the claimed products (according to control principles as per the PN-ISO 2859-1 Standard).

20. Storage conditions:

1.	PRODUCT SUPPLIER	„BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością” Sp.k. Jatne 35 05 – 430 Celestynów
2.	APPEARANCE OF THE MATERIAL	Packages in the form of wicket or vaccum pocket bag, compliant with the technical specifications, free of faults, mechanical defects and pollutions.

3.	PACKAGING	Bags grouped in packets, in the quantity specified in the specification. The packaging is stacked in boxes. The number of pieces in a carton is compliant with the specifications. The cartons are sealed with adhesive tape. Minimum one identification label is located on the box. The cartons are placed evenly on a pallet, stretched. The pallet is stable.. Minimum one cumulative label is located on the pallet.
4.	STORAGE	<p>Packages should be stored under proper conditions, i.e.:</p> <p>temperature 0 – 40 °C</p> <p>relative humidity 0 – 70 %</p> <p>They should be stored in closed and roofed rooms.</p>

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.