

TERMS OF WARRANTY AND CLAIMS FOR FILM

BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością Sp.k. (hereinafter referred to as “the Company”) hereby sets forth the following warranty and complaint conditions:

1. The Company grants quality warranties, calculated from the production date indicated on the label:

- For dimensions (thickness, width) – applicable to all films, for a period of **12 months**;
- For mechanical parameters, shrinkage, print adhesion, OTR and WVTR – applicable to films manufactured from original raw materials and to laminates, for a period of **12 months**;
- For mechanical parameters – applicable to films intended for lamination and to laminates with an open-close effect, for a period of **6 months** (does not apply to CPP films);
- For activation – applicable to LDPE films manufactured from original raw materials, for a period of **6 months**;
- For activation – applicable to CPP films manufactured from original raw materials, for a period of **3 months**.

The guaranteed activation level for CPP films is **36 mN/m**. Prior to lamination and printing, the film must be re-activated. The Company guarantees the suitability of CPP film for printing and lamination for a period of **30 days** from the production date.

- For anti-fog properties, in accordance with the scale developed by the Company and set out in **Attachment No. 1** (does not apply to CPP films):
 - for lamination films – **6 months** with effect No. 5;
 - for BOPP and PET laminates – **6 months** with effect No. 4;
 - for OPA laminates – **no warranty**.

2. For project films, the activation level period, where guaranteed, shall be specified in the Quality Certificates. Other parameters of project films stated in the Quality Certificate are not covered by warranty due to the test nature of such films.

3. The warranty period defines solely the time during which the product retains its quality, functional and performance characteristics, provided that it is stored, transported and used in accordance with its intended purpose and the conditions set forth herein.

The warranty period does not constitute a declaration or guarantee of the product’s compliance with any legal requirements, including future amendments to legislation that may enter into force after the date of production, delivery or issuance of the declaration of conformity.

Responsibility for ensuring the product’s compliance with applicable legal regulations at the time of its use or placing on the market rests with the entity using the product or placing the final product on the market.

The Company shall not be liable for the consequences of using the product after the expiry of its shelf life or for its use in a manner inconsistent with currently applicable legal regulations.

4. The Company does not grant any warranty for Category II film.
5. The Company guarantees the quality of the sold films in accordance with the properties stated in the Quality Certificates attached to the delivered products.
6. The Buyer shall lose all rights arising from the warranty in the event of storage of the films in a manner inconsistent with the requirements set out in Clause 21 of this document.
7. A prerequisite for submitting a complaint by the Buyer is the presentation of delivery documents (WZ or Quality Certificate) and retention of the Manufacturer's labels, which the Manufacturer places on the top and inside the core of each roll. These labels constitute the basis for maintaining material traceability. In the absence of the aforementioned documents or upon expiry of the warranty period, complaints shall not be considered.
8. Defective product samples sent to the Company's Quality Control Department shall be used for the examination of complaints. In exceptional cases, analysis based on photographs of product defects sent by the Buyer may be permitted.
9. In the case of deliveries effected by the Seller's transport, the Buyer shall, upon receipt, verify whether the goods have sustained mechanical damage or have been wetted during transport. The Seller shall consider complaints only if the delivery document (CMR or consignment note) contains a description of the damage to the goods signed by the driver and the Seller receives written notification of the damage within a period not exceeding **7 calendar days** from the date of receipt.

In the event of visible loss, shortage or damage to the consignment, the recipient is in every case obliged to perform the actions required by the carrier, in particular to enter appropriate reservations in the transport document, to draw up a damage report in the presence of the driver, and to prepare photographic documentation confirming the entries in the report, under penalty of losing claims against the Seller in respect of the aforementioned events.

10. Complaints shall not be accepted in respect of products damaged intentionally or unintentionally by the Buyer, for example in the form of various abrasions, soiling, moisture or damage to or deformation of the roll core caused by the Buyer's fault.

Gels (inclusions) up to 1 mm in size and in quantities of up to 4 pieces per m² of film result from the characteristics of the raw material and therefore cannot be the subject of a complaint.

ROLLS WHOSE CORES HAVE BEEN DEFORMED DUE TO THE BUYER'S FAULT SHALL NOT BE SUBJECT TO COMPLAINT.

11. The Buyer is obliged to provide all information necessary for the examination of the complaint, as requested by the Company, within a period not exceeding **30 days** from the date of its submission. Failure to comply with this deadline shall result in the complaint being rejected and the complaint procedure being closed.

12. In the event of confirmed quality defects, the Company shall be liable for the actual value of the defective material, i.e. the value of the quantity of material returned under the complaint. Claims for financial compensation arising from costs incurred by the Buyer in processing the film (e.g. printing, lamination, sealing, packaging of the final product) or from loss of potential profits shall not be accepted.

NOTE: In the case of an unjustified complaint, the Buyer shall be charged with the costs of transport and inspection of the goods.

Where quality defects are identified during the production process (negatively affecting further processing of the goods), the Buyer is obliged to stop processing the goods and immediately notify the Seller in writing. The Seller's liability is limited exclusively to the cost of the goods processed up to the moment the defect is revealed, with the maximum quantity of goods covered by liability being:

- for laminates – **350 linear metres**,
- for films – **350 linear metres**.

A prerequisite for considering a complaint is that it concerns at least **20 kg** of defective goods.

Regardless of the basis of the Buyer's claims, the Supplier's liability shall in no case exceed the total price of the Goods to which the claim relates.

13. The Company shall examine the complaint within a maximum of **14 calendar days** from the date of receipt of all information necessary for its examination. In particularly complex cases, the response time may be extended. The Buyer shall be notified in writing of any extension of the complaint examination period.

14. Submission of a complaint does not release the Buyer from the obligation to pay the full price for the goods purchased from the Supplier.

15. The Ordering Party is responsible for the consequences of the independent implementation of the product supplied by the Supplier. Where the Supplier does not participate in an industrial implementation project using the Supplier's products and has not been informed of the results of the trials conducted, the Ordering Party assumes legal and financial responsibility for the consequences of any damage and claims arising from the admission of the Supplier's products for any use and is obliged to pay the full price for the goods purchased from the Supplier in a timely manner.

16. In the case of deliveries at the expense of the Company, the Buyer shall, upon receipt, check the condition of the pallets and whether the goods have sustained mechanical damage or have been wetted during transport. The Company shall consider complaints only if the delivery document (CMR or consignment note) contains a description of the damage to the goods signed by the driver and the Company receives written notification of the damage, supported by appropriate 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 as regards quantity and quality, at the time of their release by the Company. Any quantitative shortages and quality defects should be recorded by the Buyer in the document confirming the release of the goods. In the case of hidden

quality defects, the Buyer shall notify the Company immediately upon their discovery, but no later than before the expiry of the warranty period granted for the given type of film.

Where the legitimacy of claims is presumed, subject to the prior consent of the Company, the Buyer is obliged to deliver the goods to the Company for verification of the legitimacy of the complaint. Failure to comply with the above obligations shall result in the loss of the Buyer's claims in respect of defects and shortages of goods.

18. The Company shall not be liable for any non-delivery or delay in delivery resulting (directly or indirectly) from external obstacles not attributable to the Supplier, in particular those arising from: fires, floods, accidents, explosions, nuclear explosions, earthquakes, storms, epidemics, pandemics, equipment or machinery failures, IT system failures, sabotage, strikes or other labour disruptions, acts or omissions of any public authority, or shortages or interruptions in the supply of energy, water, raw materials or production materials.

19. In the case of production using matrices supplied by the Buyer, the Company shall not be liable for the obtained solvent retention values or delamination strength.

20. In the event of rejection of a complaint, the Buyer may, at its own expense, commission conciliatory tests at an independent, accredited laboratory agreed upon by both parties. Samples for conciliatory tests must be taken in the presence of a representative of the Company. Otherwise, the results of the conciliatory tests shall not be considered reliable by the Company. There is also the possibility for representatives of the Company to visit the Buyer in order to inspect the complained-about products.

21. Storage conditions for products

PRODUCT SUPPLIER	"BOGUCKI FOLIE spółka z ograniczoną odpowiedzialnością" Sp.k. Jatne, ul. Jana Wilanda 45; 05 – 430 Celestynów
APPEARANCE OF THE MATERIAL	Films / laminates should have a smooth surface. There should be no mechanical defects and pollutions (so-called foreign bodies). Surface of the material should be free of scratches, holes, etc. (except for perforated film).
METHOD OF WINDING	The winding method of the film / laminates should ensure the formation of a perfectly perpendicular end face of the reel in relation to the axis of the core. The material should be wound evenly along the entire length of the roll.
STORAGE	Particular attention must be paid to maintaining a storage distance of more than 10 m from devices generating an electromagnetic field and 1.5 m from heating devices. Films and laminates should be stored in enclosed and covered premises. Rolls of material should not be stored directly on the floor. Care must be taken when handling rolls and they must not be allowed to tip over, fall from height or have their cores wetted, as this causes deformation of the core and consequently prevents the roll from being mounted on the packaging machine.

CONDITIONING

Films and laminates (excluding those with an anti-fog additive) should be conditioned under appropriate conditions, i.e.: temperature **0 – 40°C** relative humidity **0 – 70%**

In order to ensure the necessary adaptation of the material to the environment, an appropriate conditioning period must be observed for stretch film in the production premises before mounting the film on the machine:

- transparent LDPE film: minimum **1 day**
- printed film, laminates and CPP film: minimum **2 days**

Recommended processing conditions: **15–35°C**, humidity below **70% RH**.

In high-performance production equipment, it is necessary to use devices for neutralising electrostatic charges.

NOTE: FAILURE TO COMPLY WITH THE ABOVE RULES MEANS THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY TECHNICAL PROBLEMS OR PRODUCT DEFECTS ARISING THEREFROM.

ATTACHMENT NO. 1

Anti-fog properties scale developed by BOGUCKI FOLIE Spółka z ograniczoną odpowiedzialnością Sp.k.

The scale assumes:

- Effect tested after 24 h storage of a container with water at a temperature of 4°C.
- Films stored under conditions: 30–70% RH, 15–30°C.
- Adhesive lamination – solvent-free polyurethane adhesive.
- BOPP film – one side corona treated; PET film – one side chemically activated, opposite side PLAIN.



1



2



3



4



5

Scale:

1 – no anti-fog effect (**NOK**) **2** – very weak anti-fog effect (**NOK**) **3** – weak anti-fog effect (**NOK**) **4** – good anti-fog effect (**OK**) **5** – very good anti-fog effect (**OK**)