

KB FOLIE POLSKA SP. Z O.O. GENERAL WARRANTY CONDITIONS [V.A / F5_1 DATED 2.11.2022]

1. The general warranty conditions specified in this document constitute the rules on the basis of which and in accordance with which KB Folie Polska Sp. z o.o. (hereinafter referred to as: "The Supplier") grants a warranty for the products offered by it to persons who are not consumers within the meaning of Article 22¹ of the Civil Code (hereinafter referred to as: "The Clients"). The warranty conditions specified in this document (hereinafter: "General Warranty Conditions" or "G.W.C. ") shall apply in any case in which the Supplier sells or delivers goods to the Client, unless their application is expressly excluded in whole or in part in a written contract between the Supplier and the Client. The application of these G.W.C. may not be excluded or limited by the provisions of the general terms and conditions of purchase, regulations or other models used by the Client.
2. KB Folie Polska Sp. z o.o. provides quality warranties for laminates and mono films with or without printing from the date of manufacture indicated on the label for the period specified in *Table 1 Parameter warranty periods*. The warranty shall relate to the compliance of the parameters with those specified in the TDS (SWG, technical specification, finished product specification):

warranty period	parameters
12 months	<ul style="list-style-type: none"> • dimensions • print quality • physical-mechanical parameters (weldability, COF, breaking strength, delamination force, torsion)
6 months	<ul style="list-style-type: none"> • activation level • physical-mechanical parameters for open-close laminates and coated paper • coldseal power
3 months	<ul style="list-style-type: none"> • Anti-fog properties (no guarantee for OPA laminates)
3 days after delivery	<ul style="list-style-type: none"> • quantity

Table 1 Warranty periods for parameters

3. In PE mono films or laminates containing PE films, gels (inclusions) up to 1 mm in size and up to 4 pieces/m² may appear. These are due to the specific characteristics of the raw material and are therefore not subject to complaints.
In pearly white OPP films, the effect of a separation of the outer layer of copolymer may appear, a natural effect that is not subject to complaint.
4. If the Supplier has not participated in an industrial implementation project using the Supplier's products and has not been informed of the results of the tests carried out, the Client shall assume legal and financial responsibility for the product.
5. In the event that the Supplier considers a complaint submitted by the Client to be justified, the Client may demand that the products be replaced with defect-free products or that the value of the defective goods be refunded, after the goods have been returned to the Supplier with the Supplier's prior written consent.
6. If it is not possible to deliver defect-free goods to the Client or if the delivery of new goods would involve disproportionately high costs, and the parties do not agree on a reduction of

the price of the defective goods, the Supplier may discharge his liability by returning to the Client the value of the defective goods, which shall then be liability by returning to the Client the value of the defective goods which should then be returned to the Supplier.

7. The prerequisite for initiating a complaint procedure is:
- making a complaint in writing within the time limit indicated in point 2 above,
 - indicating the production batch number, the quantity of goods and a precise description of the defect. The quantity of defective goods not exceeding 1% of the size of the delivered production batch or 20 kg is not subject to complaint.
 - a photo or scan of the label allowing full identification of the goods under complaint (originally labels are placed on the top of the roll and inside the coil).
 - provision of a photo of the pallet on the transport unit and an unloading report containing a description of the problem and signed by the driver in the event of a transport-related complaint (e.g. overturned pallet, damaged pallet, damaged product).
8. If the documents and evidence mentioned in point 7 are not provided after 14 working days from the date of the complaint, the complaint is rejected.
9. KB Folie Polska Sp. z o.o. reserves the right to refuse to consider a complaint notification if within 14 calendar days from the date of sending an enquiry concerning the complaint notification being considered by KB Folie Polska Sp. z o.o. the Client shall not express his position concerning quality issues of the product under complaint.
10. KB Folie Polska Sp. z o.o. shall be entitled to charge the Client with the costs of transport of the claimed goods, the complaint of which has not been fully executed due to the fault of the Client.
11. A product under complaint that is damaged during the complaint process (as a result of inadequate protection or storage) is not subject to a complaint.
12. Defective samples of the goods, which are the basis for the analysis of the validity of the complaint, should be sent to the address:
KB Folie Polska Sp. z o.o.
Ul. Biezuńska 2b
03-578 Warszawa
with a note COMPLAINT

In exceptional situations:

- it is possible to analyze the validity of the complaint on the basis of photographs or a video depicting the defect,
 - a visit of KB Folie Polska Sp. z o.o. representative to the Client's production plant is necessary in order to identify the problem under production conditions.
13. KB Folie Polska Sp. z o.o. shall consider the complaint within 14 working days from the date of receiving the data described in item 7. KB Folie Polska Sp. z o.o. shall have the right to extend the time for considering the complaint in case of the necessity to perform additional analyses. In such a case the Client shall be informed in writing about the extension of the time for examining the reasonableness of the complaint.

14. Products subject to a complaint must be left at the disposal and examination of the Supplier until the complaint procedure has been completed.
15. The complaint procedure does not entitle the Client to withhold payment.
16. The products under complaint may not be returned without prior consent of KB Folie Polska Sp. z o.o. Returned goods must be secured and marked in the same way as the Supplier used when sending the product originally. The Supplier's labels must be on all reels. In case of incorrectly secured or marked product KB Folie Polska Sp. z o.o. reserves the right to reject the complaint.
17. KB Folie Polska Sp. z o.o. may request photographs of the goods prepared for return shipment prior to the return.
18. If the Client finds a defect in the product but is considering conditional release for production and if conditional release for production will involve additional costs that the Client wishes to charge to the Supplier, the Client should inform the Supplier of the problem and without the Supplier's agreement to incur additional costs do not start production using the defective product. Otherwise, the Supplier will not recognize claims to additional costs.
19. If a complaint is accepted, the Supplier shall be liable for the actual value of the defective product, i.e. the value of the quantity of the complaint return delivered to the Supplier. Financial claims resulting from the Client's processing costs (e.g. sealing, packing of the final product) or from the lack of any profits will not be recognized.
20. The received goods are subject to verification at KB Folie Polska Sp. z o.o. and if during the inspection a part of them is found to be free of defects, this part shall be sent back to the Client. A correction invoice shall be issued for the entire quantity received and the quantity of the product sent back shall be re-invoiced.
21. The Client or the Supplier may, at their own expense, have tests carried out by an independent laboratory.
22. If the analysis of the complaint requires tests in an independent laboratory, KB Folie Polska Sp. z o.o. reserves the right to take samples in person, upon prior consent of the Client. Lack of consent of the Client may result in rejection of the complaint.
23. The Client shall forfeit all warranty rights for the product which he has damaged or stored contrary to the Supplier's instructions:
 - products should be stored under the following conditions: <80% RH, 10-30°C, >1.5 m from heating appliances,
 - temporary storage (e.g. for transport) at -25-50°C is permitted,
 - products must be protected from direct UV radiation,
 - pallets can be stacked on the floor (except for products with strip lamination, cold seal and open-close effect) or placed on storage racks,
 - products must be stored in their original packaging to prevent contamination,
 - it is advisable to store the products in production conditions (not in storage) for at least 24 h before use to prevent problems with sealing and web guiding by the machine.