



General Warranty Terms of KB Folie Polska Sp. z o.o.

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1. The general warranty terms specified in this document constitute the principles based on which and in accordance with which KB Folie Polska Sp. z o.o. (hereinafter referred to as the "Supplier") provides a warranty for the products offered by it to individuals who are not consumers within the meaning of Article 22¹ of the Civil Code (hereinafter referred to as the "Ordering Parties"). The warranty terms specified in this document (hereinafter referred to as the "General Warranty Terms" or "GWT") apply in every case where the Supplier sells or delivers goods to the Ordering Party, unless their application is expressly excluded in whole or in part by a written agreement binding on the parties. The application of these General Warranty Terms cannot be excluded or limited by the general terms of purchase, regulations, or other patterns used by the Ordering Party.
2. KB Folie Polska Sp. z o.o. provides quality warranties for laminates and monofilms with or without print, counting from the production date indicated on the label within the period specified in *Table 1* Warranty Periods for Parameters. The warranty refers to compliance with the parameters specified in the TDS (Technical Data Sheet, technical specification, finished product specification):

3.

Deadline for submitting a complaint	Parameters
12 months	<ul style="list-style-type: none">• dimensions• print quality• physical-mechanical parameters (sealing ability, COF, tensile strength, delamination force, twistability)
6 months	<ul style="list-style-type: none">• activation level• physical-mechanical parameters for laminates with open-close effect and coated paper• cold seal strength
3 months	<ul style="list-style-type: none">• anti-fog properties (no warranty for OPA laminates)
3 days following delivery	<ul style="list-style-type: none">• quantity

Table 1 Warranty periods for parameters

4. In PE monofilms or laminates containing PE films, gels (inclusions) up to 1 mm in size and up to 4 pieces/m² may appear. They result from the raw material's specificity and are not subject to complaint.
In pearl white OPP films, the effect of the outer copolymer layer separating may appear, which is a natural effect and not subject to complaint.
5. If the Supplier did not participate in the industrial implementation project using the Supplier's products and was not informed about the results of the trials conducted, the Ordering Party assumes legal and financial responsibility for the product.
6. If the Supplier deems the complaint submitted by the Ordering Party to be justified, the Ordering Party may demand the replacement of the products with defect-free ones or a refund of the value of the defective goods upon the prior return of this goods to the Supplier with the Supplier's prior written consent.

7. If it is not possible to provide the Ordering Party with defect-free goods or the delivery of new goods would involve disproportionately high costs, and the parties do not agree to reduce the price of defective goods, the Supplier may release itself from liability by returning the value of the defective goods to the Ordering Party, who should then return the goods to the Supplier.
8. The condition for initiating the complaint procedure is:
 - submission of the complaint in writing within the period indicated in point 2 above,
 - indication of the production batch number, quantity of goods, and a precise description of the defect. The quantity of defective goods not exceeding 1% of the delivered production batch size or 20 kg is not subject to complaint.
 - A photo or scan of the label enabling full identification of the complained goods (originally the labels are placed on the top of the roll and inside the casing).
 - Provision of a photo of the pallet on the transport unit and a unloading report containing a description of the problem signed by the Driver in the case of complaints related to transport (e.g., overturned pallet, damaged pallet, damaged product).
9. If the documents and evidence mentioned in point 7 are delivered after 14 working days from the date of complaint submission, the complaint is rejected.
10. KB Folie Polska Sp. z o.o. reserves the right to refuse to consider a complaint submission if the Ordering Party does not express their position on the quality issues of the complained product within 14 calendar days from the date of the inquiry sent regarding the complaint submission by KB Folie Polska Sp. z o.o.
11. KB Folie Polska Sp. z o.o. is entitled to charge the Ordering Party for the transport costs of the complained goods if the complaint receipt was not fully realised due to the Ordering Party's fault.
12. Complained goods that are damaged during the complaint procedure (due to improper securing or storage) are not subject to complaint.
13. Defective samples of goods that are the basis for analysing the validity of the complaint should be sent to the address:
KB Folie Polska Sp. z o.o.,
ul. Biezuńska 2b, 03-578
Warsaw with the note
"COMPLAINT".

In exceptional situations:

- it is possible to analyse the validity of the complaint based on submitted photos or videos showing the defect,
 - it is necessary for a representative of KB Folie Polska Sp. z o.o. to visit the Ordering Party's production facility to identify the problem under production conditions.
14. KB Folie Polska Sp. z o.o. will consider the complaint within 14 working days from the date of receiving the data described in point 7. KB Folie Polska Sp. z o.o. has the right to extend the complaint consideration time if additional analyses are necessary. In such a case, the Ordering Party will be informed in writing about the extension of the complaint examination period.

15. The products subject to the complaint must be left at the Supplier's disposal and for examination until the complaint procedure is concluded.
16. The complaint procedure does not entitle the Ordering Party to withhold payment.
17. Complained products cannot be returned without the prior consent of KB Folie Polska Sp. z o.o. The returned goods must be secured and labelled in the same way as the Supplier originally sent the product. The Supplier's labels must be on all returned rolls. In the case of improperly secured assortment or in the absence of required identification, the rolls will not be considered during the complaint procedure and will be returned at the cost of the entity submitting the complaint.
18. Only the declared quantities of foil or laminate contained in the complaint submission are subject to return. All other foils or laminates added to the return that are not included in the complaint submission will not be subject to the complaint process and will be sent back at the cost of the complaining party.
19. A corrective invoice will be issued for the received foil or laminate accepted as part of a complaint, taking into account the actual amount of material accepted into the returns warehouse.
20. Each return of foil or laminate due to a complaint must be accompanied by delivery documents containing the identification data of the returned foils or laminates. In the absence of documents, the delivery will not be accepted, resulting in the rejection of the complaint.
21. KB Folie Polska Sp. z o.o. may request photos of the goods prepared for return shipment before the return is made.
22. If the Ordering Party identifies a defect in the product but considers conditional approval for production and if the conditional approval for production will involve additional costs, which the Ordering Party wants to charge the Supplier for, the Ordering Party should inform the Supplier about the problem and not start production using the defective product without the Supplier's consent to bear the additional costs. Otherwise, the Supplier will not recognise claims for covering additional costs.
23. If a complaint is accepted, the Supplier will be responsible for the actual value of the defective product, i.e., the value of the quantity returned to the Supplier. Financial claims resulting from the Ordering Party's processing costs (e.g., sealing, packaging the final product) or from the lack of potential profits will not be recognised.
24. The received goods will be inspected by KB Folie Polska Sp. z o.o., and if part of them is found to be defect-free during the inspection, that part will be returned to the Ordering Party. A corrective invoice will be issued for the entire received quantity, and the quantity of the returned product will be invoiced again.
25. The Ordering Party or the Supplier may commission tests at an independent laboratory at their own expense.
26. If the complaint analysis requires testing in an independent laboratory, KB Folie Polska Sp. z o.o. reserves the right to collect samples personally, subject to the Ordering Party's prior consent. Lack of consent from the Ordering Party may result in the rejection of the complaint.

27. The Ordering Party loses all warranty rights for the product if they have damaged it or stored it contrary to the Supplier's recommendations:
- products should be stored in the following conditions: <80% RH, 10-30°C, >1.5 m from heating devices,
 - temporary storage (e.g., during transport) is allowed at temperatures of -25-50°C,
 - products should be protected from direct UV radiation,
 - pallets can be stacked on the floor (except for products with selective 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 recommended to store products in production conditions (not storage conditions) for at least 24 hours before use to prevent issues with sealing and web handling through the machine.