

WARRANTY GENERAL TERMS AND CONDITIONS

- I. Subject of warranty and the Manufacturer's liability conditions.
1. The Manufacturer shall be liable for defects for which the Manufacturer is solely responsible under terms and conditions specified in this Warranty General Terms and Conditions.
2. The Manufacturer shall only be liable to the Purchaser, i.e. an entity that purchased Product directly from the Manufacturer. Transfer of warranty to another entity requires the Manufacturer's consent is given or else it shall be null and void.
3. The subject of warranty shall be the Product, i.e. an assembly construction made by the Manufacturer that consists of connected clamps, adapter, hooks, profiles, trapezoid rail lifts, C120 connectors, triangles, metal seam holders, and ballast constructions.
4. The warranty covers defects of the material from which the Product is made and defects of the Product manufacturing that ensures reliable operation of the Product. The warranty also covers mechanical strengths of the aluminium constructions and stainless steel components.
5. A defect:
 - of a material is considered to a defect that results from other causes than the Product construction.
 - of manufacturing is considered to be a defect that results from incorrect construction of the Product.
6. The warranty liability covers only defects resulting from issues having their origin in the Product itself.
7. The Manufacturer shall not be liable for defects:
 - caused by incorrect assembly of the Product and especially defects caused by performing an assembly in a manner that is contradictory to the assembly instructions;
 - caused by faulty transportation of the Product if such transportation is carried out by an entity for which the Purchaser is responsible;
 - caused by incorrect storing of the Product (resulting in, e.g. discolouration, stains, or white corrosion);
 - caused by incorrect use of the Product by the Purchaser and specifically utilization of the Product in a manner that contradicts with its intended use and the Manufacturer's specifications (exceeding the permissible loads, etc.), as well as with technical and environmental conditions;
 - caused by incorrect maintenance of the Product by the Purchaser;
 - resulting from mechanical damages, in particular damage to the protective covers, as well as he shall not be responsible for the Product mechanical damages;
 - resulting from damages caused by using salt or chemical substances to remove icing in close proximity to galvanized, lacquered and stainless steel components;
 - resulting from damages caused by constructional changes made by the Purchaser or use of the Products by the Purchaser in a manner that is not in line with their intended use;
 - caused by the Purchaser or third persons, especially defects caused by repairs performed by the Purchaser without consultation with the Manufacturer.
8. Also, the Manufacturer shall not be liable for defects resulting from outside weather conditions or random events (e.g. fire, flooding, damages caused by acts of terrorism or military operations).
9. The warranty does not cover normal exploitation maintenances, e.g. cleaning and maintenance.
10. For the C1, C2 or C3 environment corrosion aggressiveness the warranty period shall be **26 years**.

11. In justified cases the warranty period can be extended on a request made by the Purchaser, after making a detailed agreement with the Manufacturer regarding the Product storage, use and maintenance conditions. Extension of the warranty period should be made in writing or else it shall be null and void.
 12. A condition for the warranty to remain valid for the Purchaser is to perform maintenance of the entire Product, as well as its individual components by the Purchaser at least once a year. Within a month period of time after performing such maintenance the Purchaser shall provide the Manufacturer with a protocol confirming performance of such a maintenance. Failure to perform such a maintenance and deliver a protocol entitles the Manufacturer to refuse taking a complaint.
- II. Warranty complaint and rights of the Purchaser.
1. The Manufacturer undertakes to remove material defects discovered during the warranty period free of charge and repair or replace the Product or its individual components with a Product or its individual components that are free from any defects. The defects removal method shall be a sole decision of the Manufacturer.
 2. Warranty proceedings applies only to complete Products that can be verified, do not show any mechanical defects or damages that result from external factors.
 3. Product defects discovered during warranty period should immediately, at the latest 3 days from the date they were discovered, be reported to the Manufacturer or else such a complaint may not be accepted.
 4. Basis for accepting a complaint for examination shall be joint fulfilment of the following conditions:
 - making complaint via fax or e-mail;
 - complaint should include at least: the Product name, catalogue number, purchase date, the delivery note number or the invoice number;
 - a detailed description of the Product defects and circumstances of the event that resulted in the defect, together with all information relating to the occurrence of the Product defect;
 - a photography of the defective Product and the surroundings in which it is stored.
 5. Complaints that fail to meet the above requirements shall be left by the Manufacturer unexamined until the complaint is complemented. The Manufacturer will call for the Purchaser to complement the complaint within 3 days in a manner identical to the manner in which the complaint was lodged. The Manufacturer shall not be liable for aggravation of the defect or occurrence of a new defect resulting from the Purchaser's failure to timely supplement the complaint.
 6. The Manufacturer reserves a right to perform visual inspection of the Product at the location of its storing.
 7. In the event of finding a complaint justified, the Manufacturer decides about a method of proceeding with the complaint.
 8. In the event where a complaint is found to be unjustified, the Manufacturer reserves a right to calculate fees for conducting the warranty proceedings.
 9. The Manufacturer undertakes to fulfil obligations under this warranty within 14 days from the data of complaint, unless this is not possible, especially if consideration of the complaint requires cooperation with other entities. In such case, the Manufacturer will notify the Purchaser about a foreseen date of realization of the complaint with justification in the above period of time.
 10. If it occurs that a defect is not subject to the warranty conditions, the Manufacturer will make a valuation of repair as a separate order on request made by the Purchaser.
 11. The Manufacturer reserves a right to refuse to accept a warranty complaint or to withhold its proceedings in the events, where the Purchaser fails to meet conditions indicated in this document and also in the following cases:
 - The Purchaser is in arrears with payment of any amount for the benefit of the Manufacturer for the time exceeding 10 days;
 - The Purchaser refuses the Manufacturer or a person authorized by the Manufacturer to perform a visual inspection of the Product.
 12. The Warranty shall not exclude, limit, nor suspend any rights of the Purchaser arising out of incompatibility of the selling item with the Agreement.
 13. A competent court shall be the Polish court in Cracow. The applicable law shall be the Polish

law.

14. The document is developed in the Polish and English version. In case of any doubts, the Polish version shall prevail.

The transportation, assembly and storing instruction constitutes an appendix to this document.

APPENDIX: THE TRANSPORTATION, ASSEMBLY AND STORING INSTRUCTION

Transportation

Products should be transported in dry covered means of transportation in such a manner that the load is protected against shifting, mechanical damage and influence of weather conditions. Unit loads must be positioned tightly one by one on the transportation means and they must be secured against pushing one other. The load must be fastened with transportation belts in a manner that prevents components to be damaged.

Storing galvanized, lacquered, stainless steel, and aluminium products.

Component should be stored in dry, clean, ventilated rooms that are free from active chemical steam and gases. Products cannot be stored in an aggressive environment nor with aggressive materials like acids and chemical substances. One cannot allow that products are wet and dump. If components are wet, the wet packagings must immediately be unpacked, components must be spread around until they are dry and once again placed in a dry and airy room that provides protection against precipitation. Products must be kept on pallets, containers or bases that are specifically intended for such storing (they should not be laid directly on a concrete surface or ground).

Storing in inadequate conditions (dampness) can result in condensation of moisture between the surfaces of lacquered, stainless steel and aluminium components. In case of dampness of galvanized components, there can occur a so called white corrosion (white and grey patches) that does not have any influence on the galvanized cover and is not subject to complaint. Stainless steel or lacquered products can be covered with a protective foil that must be removed immediately after reception of delivery. Allowing the protective foil to remain on the stainless steel or lacquered products in a high ambient temperature and insolation may lead to chemical reactions resulting in integration of the foil with the packed components. Due to this reaction it will not be possible to remove the foil without damaging the products surfaces. For the period of storing and assembling products it is necessary to ensure protection of covers against any contact with lime, cement and other construction alkaline materials. Transportation, storing and assembly of products must be performed in an environment of appropriate category of corrosiveness for the ordered products in accordance with the PN EN ISO 12944 :2001 standard.

If the recommendations are not followed, any possible complaints will not be taken into account!

Products must be stored in roofed and dry rooms. Do not allow them to be wet!

Securing and maintaining galvanized components

The most frequent cause of occurrence of defects on galvanized covers is inability to handle the product while it is stored and assembled.

- products as shipped (i.e. in original packagings) must be stored in dry and airy rooms;
- when storing, secure the product against rapid changes of humidity and temperature of air that can provoke condensation of steam;
- if the product has to be located in an open area for a short period of time, moisture management must be provided. Apply a cover that ensures aeration.
- if galvanized components are wet, a phenomenon of a so called white corrosion can occur on them. This does not result in a reduction of the protective layer and does not aggravate characteristics of the protective layer, but it significantly aggravates look and aesthetics of the components. However, as the time goes by and the components are not dried, a total reduction of the galvanized coating takes place, until corrosion emerges. If galvanized components get wet and white corrosion occurs, one must follow one of the two solutions, depending on what is viable:

solution 1

- immediately unpack from the foil,
- lay it in such a manner that individual components are not in a direct contact with one another or as minimum as possible (putting narrow galvanized steel or plastic or aluminium profiles between them),
- if permanent damages have place (soil, wet cardboard packaging, etc.), clean them with pressurized water,
- dry them off preventing the occurrence of moisture,
- store in dry rooms.

solution 2

- immediately unpack from the foil,
- lay it in such a manner that individual components are not in a direct contact with one another or as minimum as possible (putting narrow galvanized steel or plastic or aluminium profiles between them),
- if permanent damages have place (soil, wet cardboard packaging, etc.), clean them with pressurized water,
- leave them outside without any cover,
- cut or drilled edges that result from assembling must be carefully cleaned from burrs and degreased; remove pollution (dust, oil, grease, corrosion). Repairs must be made by painting with a zinc rich primer, zinc paste or a technically equal material. Thickness of the paint coating should at the minimum be 30 µm greater than the required local thickness of the zinc coating.

Preservation and maintenance of lacquered components

The most frequent causes of occurrence of defects on lacquered coatings are: mechanical damages (scratches, chips) and cleaning with chemical agents. Due to this it is important to obey the below described rules:

- You must not allow that scratches or bruises on a lacquer occur while performing assembly.
- You must use protective tapes while cutting components to proper dimensions (e.g. painter's tapes).
- Cleaning must be carried out at least twice a year.
- Cleaning must be carried out with the use of delicate cloths that do not scratch surfaces and clean water with a proven detergent.
- It is forbidden to clean surface with a stream of steam.
- If other substances than water are used for cleaning, results of application of the substances to be used must be verified before the surfaces are cleaned. If undesirable effects occur, one must resign from using the tested substance.
- It is forbidden to use strong acid or strong alkaline cleaners (including substance with detergents).
- It is forbidden to use salt and chemical substance for de-icing in proximity of lacquered components.

Preservation and maintenance of stainless steel components.

The method of treatment and correct choice of material for the prevailing weather conditions is an extremely essential factor that has influence on the quality of surfaces during the process of exploitation.

Corrosion resistance of stainless steel can be kept by cyclic cleaning of surfaces and additionally it can be improved by applying chemical processes to the surfaces – pickling, passivation.

The most frequent cause of “corrosion” is:

- surfaces polluted by iron, black steel particles (chips while cutting with a grinding machine, welding) – scratches that occur in the place of rubbing with a sharp element made from soft steel.
- inadequate storing, keeping and transporting.
- incorrect choice of categories of steel for the atmospheric conditions of its place of use.

Proceeding and maintenance stages in the event of occurrence of signs of corrosion:

- Mechanical cleaning. Clean places that possess signs of surface corrosion with a rubbing unwoven fabric and wipe them off with a clean cloth.

- Chemical cleaning. Apply the following on the cleaned surfaces, e.g. a thin and even layer of an appropriate chemical agent with the use of a brush. After approx. 5 minutes (depends on the chemical agent) remove the agent with a damp cloth.

The cloth must be regularly rinsed out in clean water or changed for a new cloth. A particular attention must be brought to the fact that no other components in the proximity of the cleaned construction are bedraggled. Next, the damp surface must be wiped off dry with the use of, e.g. a paper towel.

- Passivation. Clean and dry surfaces must be preserved with a passivation agent using a sponge or aerosol, so that a thin, even protective layer is created.

The above activities must be performed manually, without using any power tools. If other components are below the cleaned products and there is a risk of them being bedraggled while wiping off the components with a damp cloth, they must be covered with a thick painting foil. Do NOT use the following for cleaning stainless steel: products for removing masonry mortars nor substance that include muriatic acid, bleaches and silver cleaning agents.

Do not use carbon steel wire brushes, steel cleaning wool, nor steel scrubbing pads.

1. If caustic chemical substances are used, it is compulsory to use protective gloves and goggles.