

# WARRANTY CONDITIONS Aluron K. Baran i Wspólnicy S.K.A.

# A. GENERAL PROVISIONS

1. Considering the recommendations for the correct operation and maintenance of the products, Aluron K. Baran i Wspólnicy S.K.A., hereinafter referred to as the Guarantor, provides a guarantee for products it manufactures and

distributes, which can be used in areas with different environments, according to the classification of corrosivity classes shown in Annex no. 1, which is an integral part of this Guarantee Card, hereinafter referred to as the Card.

#### 2. The guarantee covers:

#### **PAINTING STANDARD / ANODISING**

- Without anticorrosive primer Aluron Seaside
- Chemical surface preparation

#### SEASIDE PAINTING

Single corrosion protection

• Chemical surface preparation **Qualicoat Seaside** 

#### SEASIDE PAINTING

**Double** corrosion protection

• Chemical surface preparation **Qualicoat Seaside** 

#### and

		Standard	Aluron Seaside anticorrosion primer	Aluron Seaside anticorrosion primer
	Corrosivity class		Guarantee in years (*)	
Powder coating (for powders in Qualicoat Classes I and II)	1	10 years	10 years	
	2			10 years
	3	5 years		
	4		5 years	7 years
	5			3 years
Anodising	1	40		
	2	10 years		
	3	5 years		
	4			
	5			
Dekoral	1			
	2	5 years	5 years(**)	
	3			
	4			
	5		3 years(**)	
Flat sheets	1			
	2	2 years	2 years	2 years
	3			
	4			
	5			
<b>Effect of UV radiation</b> for Qualicoat Class II powders	not applicable	7 years discolouration and gloss retention in accordance with Qualicoat requirements for Class II powder coating		
<b>Effect of UV radiation</b> for Qualicoat Class I powders	not applicable	5 years discolouration and gloss retention in accordance with Qualicoat requirements for Class I powder coating		
Functionality of seals	not applicable	12 years subject to installation, use and maintenance in accordance with the system instructions of the Guarantor		
Functionality of the connecting clamps between the aluminium part and wood	not applicable	10 years subject to installation and used in accordance with the system instructions of the Guarantor		
Guarantor's other catalogue accessories and services (***)	not applicable	2 years subject to installation and used in accordance with the system instructions of the Guarantor		

<sup>(\*)</sup> Powder coating, Anodising, Dekoral, Flat sheets: guarantee for the adhesion of the paint film Does not apply to touch-up areas and the use of other painting repair agents.

<sup>(\*\*)</sup> Corrosion protection for Dekoral paints only available with Qualicoat Seaside technology.

<sup>(\*\*\*)</sup> Services performed by the Guarantor, covered by the guarantee period: assembling and welding of frames.

- 3. The Guarantor allows an individual agreement on the guarantee period after the products have been prepared in accordance with the requirements specified by the Guarantor. With regard to products that are not manufactured by the Guarantor, in particular, TEKNOS hardware and coating systems for wood joinery, the Guarantor does not provide its quality guarantee. The buyer (Buyer means the entity purchasing products from the Guarantor) shall receive a guarantee based on the guarantee of the supplier of the finished product.
- 4. It is a condition of the guarantee that the Buyer fulfils and adheres to the recommendations set out in the
- Guarantor's technical and commercial documentation, the Guarantee Terms and Conditions, and the annexes, and industry standards applicable to individual products. Product evaluation guidelines and maintenance requirements are described in Annex no. 4.
- 5. The guarantee period begins from the date of delivery of the product, as evidenced by the delivery note.
- 6. Any change to the terms of the guarantee, in particular its duration and scope, shall require an express declaration from the Guarantor. An offer in this respect may only be accepted without reservations, and any amendments or additions thereto shall be considered invalid.

## B. REPORTING DEFECTS DURING THE GUARANTEE PERIOD

- 1. In the case of all mechanical defects, colour discrepancies, dimensional deviations, and other visible defects, reporting must be made immediately upon receipt of the goods and before fabrication of the material, and before installation at the destination, under pain of loss of guarantee rights.
- 2. The condition for the consideration of defects reported during the guarantee period is drafting a protocol containing a detailed description of the defect, the delivery of the defective materia I/ samples, or, after the acceptance of the Guarantor, photographic documentation (in case samples cannot be delivered). The Buyer is obliged to attach the order number (ZMO) of the Guarantor and the date of the order to the protocol.
- 3. Inspection of reported defects takes place at the Guarantor's premises. The Buyer is obliged to deliver the claimed products with his efforts and at his own expense. In justified cases and with the agreement of the Guarantor, it is possible to inspect the products at the Buyer's premises. The Guarantor may send a representative to examine the validity of the complaint.
- 4. Claims relating to defects in materials and workmanship covered by this guarantee shall be presented to the Guarantor in writing.
- 5. Return of claimed goods by the Buyer shall only take place by agreement with the Guarantor.

# C. LIABILITY OF THE GUARANTOR

- 1. The Guarantor shall consider a complaint about the product within 14 working days from the receipt of the complaint submitted together with a set of documents, samples, or photographic documentation after the Guarantor's approval (if the product / samples cannot be delivered).
- 2. Submitting an incomplete complaint report or incomplete sales documentation entitles the Guarantor to extend the time limit for processing the complaint, or to reject the complaint in its entirety.
- 3. If the Guarantor determines that the product is defective in terms of materials or workmanship, the Guarantor shall, at

his/her choice, repair or make a new one. Guarantee repairs do not extend the warranty period.

- 4. The guarantor is liable for direct and actual damages, limited to the net value of the defective products and excluding lost profits.
- 5. The Guarantor shall not be liable for additional costs incurred by the Buyer in connection with the handling of the complaint, such as replacement of components, posting of personnel, rental of specialised equipment, transport costs, travel costs, contractual penalties, and others. Claims for reimbursement of these costs are excluded from the Guarantor's liability.

#### D. LIABILITY OF THE BUYER

- 1. Initiated and uncompleted complaint proceedings do not release the Buyer from his/her obligation to pay the Guarantor.
- 2. The Buyer may exercise his/her rights under the guarantee on the condition that the products have been properly used by personnel qualified and trained by the Guarantor, in accordance with their intended use, according to the rules and guidelines contained in the technical and

commercial documentation and catalogues of the Guarantor or the manufacturer, unless it is the Guarantor.

- 3. The burden of proving that the requirements of the Guarantor or the manufacturer have been met rests with the Buyer.
- 4. The Buyer is obliged to allow the Guarantor to inspect the claimed products and to keep the original packaging undamaged for use in transporting the products to the

Guarantor's premises, and in the event of damage to the original packaging to provide suitable replacement packaging.

5. The buyer is obliged to protect the goods to be

returned from further damage. Both during transport to the Guarantor's premises as well as before dispatch, during storage in the plant, or at the installation site.

### E. REQUIREMENTS RELATED TO CORROSIVITY CATEGORIES

1. The Buyer is obliged to specify in the order the corrosivity class of the environment according to annex no. 1 (especially for class 4 i) and to select the appropriate corrosion protection. Insofar as the Buyer does not indicate the corrosivity class, the orders shall be painted according to the STANDARD PAINTING category in accordance with section A2 and annex no. 2.

- 2. The guarantor is not liable for an incorrect qualification of the corrosivity class of the environment by the Buyer.
- 3. The purchaser is obliged to protect all cut and machined edges of profiles, sheet metal, with anti-corrosion sealant COSMO HD-100.411 or its equivalent with similar proven technical characteristics and purpose.

#### F. GUARANTEE EXCLUSIONS

#### 1. Damages

1.1. Products that are mechanically or chemically damaged are not covered by the guarantee.

#### 2. Corrosivity and aggressive impact of chemicals

- 2.1. Products are not covered by the guarantee:
- used in a manner incompatible with their intended use,
- exposed to aggressive chemical compounds such as acids and alkalis, used in highly corrosive environments (e.g. in the environment of water vapour, salt, significant sulphur oxide pollution, carbon, nitrogen oxide, and dust pollution) capable of causing adverse changes to the material.

#### 3. Ageing and natural wear

3.1. The guarantee is not valid in the case of natural wear, ordinary product ageing, in the case of non-compliance with the limits defined in the technical documentation of the product, as well as those defined in technical approvals/evaluations and product standards.

# 4. Storage and handling

- 4.1. The guarantee does not cover defects in products caused by:
- incorrect storage or transport by the Buyer,
- incorrect manufacturing / final assembly,
- mechanical damage was not reported upon receipt of the product,
- wetting,
- factors beyond the Guarantor's control, including circumstances of force majeure,
- contact with galvanic cell materials.
- 4.2. Products are not covered by the guarantee:

improperly packaged, improperly stored in locations or rooms where long-term condensation occurs on their surface. Moisture condensation is promoted by high humidity in the ambientatmosphere, tightpackaging, or too close arrangement of the products under conditions of time-varying temperature.

### 5. Painting and treatment

- 5.1. The following are not covered by the guarantee:
- products painted with paints supplied by the Buyer,
- products painted with a paint designated by the Buyer

which does not have Qualicoat,

- defects in unfinished products purchased by the Buyer and reported after painting or anodising process carried out by another service provider,
- bent sheets and profiles, where the bending has been carried out after the painting or anodising process,
- slight differences in colour and structure of the wood imitation in Decoral coatings,
- dimensional or colour differences which may have been noticed and not reported before the fabrication of the material (according to section B1 of the Guarantee Terms and Conditions),
- differences in shades of powder-coated colours and anodes compared to samples other than those provided by the Guarantor,
- differences in powder-coated shades to those shown in the printed RAL colour sampler, as these are for illustrative purposes only,
- visual changes in the coating at the material treatment area.
- 5.2. The guarantor reserves the possibility of slight differences in the shades of the products in the event that an order is carried out in parts or several deliveries are made.
- 5.3. The buyer loses his/her guarantee rights if the goods are repainted at his/her request.
- 5.4. Paint touch-ups offered by the Guarantor have an exclusively aesthetic and decorative function. The application of touch-ups or repairing paintwork defects carried out by the Buyer using these products or any other products available on the market are not covered by the guarantee for the adhesion of the coating and the UV effect.
- 5.5. In the case of painted and anodised components, discolouration, underpainting, and holes may occur at the edges (up to 10 cm from the edge of the component) for technological reasons.

#### 6. Thermal spacers

- 6.1. Thermal spacer in the composite profiles is excluded from the guarantee for the adhesion of the paint coat.
- 6.2. Due to the lack of electrostatic properties, the thermal spacer in composite profiles can be unevenly painted.

#### 7. Operation and use

- 7.1. The Buyer loses his/her guarantee rights:
- if the Buyer has performed, installed, or used the Guarantor's system solutions contrary to the technical documentation,
- he/she fails to comply with the obligation to carry out periodic cleaning and maintenance as required by the Guarantor in accordance with annex no. 4,
- in case of non-compliance with the guarantee conditions by the Buyer,
- in the event of any modification of the product, interference with the product by unauthorised persons, or any attempt to repair the product by unauthorised persons.
- 7.2. The guarantor is relieved of its liability under the guarantee if:
- the defects are caused by reasons other than those related to the products themselves,
- the damage was caused by incorrect use of the product or resulted from an unreasonable delay in carrying out the repair, which may have contributed to the greater extent of the damage,
- the Buyer has knowingly purchased products that are defective, discounted or other products for which the Buyer has been informed that they are not covered by the guarantee,
- The buyer knew at the time of acceptance of the subject of the contract of the existence of the defect,
- when the defect is insignificant and does not impair the commercial and/or functional value of the subject of the contract.

- 7.3. The Guarantor reserves the right to refuse to consider a complaint in the event that the Buyer uses components that cannot be used with the Guarantor's products or the use of non-system components of the Guarantor (substitutes).
- 7.4. The operation of the Guarantor's system products is intended according to the design assumptions for the geographic Moderate climate zone. An operation of the Aluron system products in climatic areas other than those for which the product was designed, without the written consent of the Guarantor, is incompatible with the design assumptions and shall result in the release of the Guarantor from guarantee liability.
- 7.5. The Guarantor is liable for the product used by the Buyer, only in constructions and configurations which are under those shown in the Guarantor's system catalogues. The Guarantor is not liable for the functionality and consequences of use in constructions other than those shown in the catalogues, including special constructions, made or designed at the request of the Buyer.
- 7.6 The Guarantor shall not be liable for any inadequacies in the Buyer's end product, manufactured using the Guarantor's products, in the event of defects or inadequate performance of other materials used in the product, or caused by installation errors. The burden of proving the fault of the Guarantor lies with the Buyer.
- 7.7 The Guarantor shall not be liable for defects caused by improper cleaning and maintenance of the coatings, in particular damage to the painted / anodised / decorated surface, dulling of the gloss, structure, discolouration, resulting from non-compliance with the cleaning and maintenance guidelines for coatings contained in annex no. 3.

#### **G. ANNEXES**

- 1. The annexes form an integral part of Aluron K. Baran i Wspólnicy S.K.A.'s Terms and Conditions of Guarantee.
- 2. List of annexes:
- Annex no. 1 Corrosivity classes of the environment according to PN-EN ISO 12944-2,
- Annex no. 2: Requirements for the selection of a coating and its protection according to the corrosivity class,
- Annex no. 3 Cleaning and maintenance of painted and anodised coatings and seals,
- Annex no. 4. Guidelines for product evaluation, performance and protection requirements.

#### Annex no. 1.

Environment corrosivity classes in accordance with PN-EN ISO 12944-2; Table 1

Corrosivity classes	Examples of environments typical of moderate climates			
Table 1	EXTERNAL	INTERNAL		
1 (C1) Very small	Not applicable.	Heated buildings with a clean environment, e.g. offices, shops, schools, and hotels.		
2 (C2) Small	The environment is slightly polluted; mainly in rural areas.	Unheated buildings where condensation may occur, e.g. warehouses, and sports halls.		
3 (C3) Average	Urban and industrial environment, medium sulphur oxide (IV) pollution, e.g. coastal areas with low salinity.	Production premises with high humidity and some air pollution, e.g. food plants, laundries, breweries, and dairies.		
<b>4 (C4)</b> Large	Industrial areas, and coastal areas with medium salinity.	Chemical plants, swimming baths, ship and boat repair yards.		
<b>5 (C5)</b> Very large (marine and industrial)	Industrial areas with high humidity and aggressive environment. Coastal and offshore inland areas with high salinity.	Buildings or areas with almost continuous condensation and high pollution.		

#### Annex no. 2.

Requirements for the selection of a coating and its protection in relation to the corrosivity class

Corrosivity classes	MINIMUM REQUIREMENTS		
1 (C1) Very small	Chemical surface preparation standard + topcoat of Qualicoat class 1 or 2*		
<b>2 (C2)</b> Small	Chemical surface preparation standard + topcoat of Qualicoat class 1 or 2*		
3 (C3) Average	Chemical surface preparation standard + topcoat of Qualicoat class 1 or 2*		
<b>4 (C4)</b> Large	1. <b>Qualicoat Seaside</b> : chemical surface preparation Seaside + topcoat of Qualicoat class 1 or 2* topcoat alternatively 2. <b>Aluron Seaside</b> : chemical surface preparation standard + anticorrosive primer + Qualicoat 1 or 2* topcoat		
5 (C5) Very large (marine and industrial)	Qualicoat Seaside + Aluron Seaside Chemical surface preparation Seaside + anticorrosive primer + Qualicoat 2 topcoat		

<sup>\* -</sup> Class 2 topcoat recommended in sunny areas or to increase or prolong the gloss and colour stability of the coating.

#### Annex no. 3.

Cleaning and maintenance of painted and anodised surfaces and seals

# Washing and maintenance of painted and anodised coatings

- 1. Before cleaning and maintenance, the effect of the tools and preparations used should be checked on non-visible / non-decorative surfaces to eliminate possible damage to the decorative surface.
- 2. Clean water should be used for cleaning, to which a small amount of specialised neutral or slightly alkaline detergents can be added (e.g. for anodised surfaces COSMO CL-350.110 or painted surfaces COSMO CL-360.110).
- 3. Use a fine fabric that does not scratch the surface to wipe the surface.
- 4. During washing, the ambient temperature should be between 10-20°C and the coating should not be exposed to direct sunlight.
- 5. The coating must not be washed with a steam jet.
- 6. Maintenance and cleaning products must have confirmation of their applicability to the type of surface.
- 7. Detergents of unknown origin must not be used.
- 8. Strongly acidic (pH below 3) or strongly alkaline (pH above 12) detergents, as well as surfactants that may react with the product, must not be used.
- 9. Do not use abrasive cleaners or clean the surface by rubbing. It is permissible to use delicate fabrics intended for professional cleaning. When cleaning, do not press the fabric too hard against the surface to be cleaned.
- 10. Organic solvents containing esters, ketones, alcohols, aromatic compounds, glycol esters, chlorinated hydrocarbons, etc. must not be used.
- 11. The detergents used for washing must not react with the washed surface for more than one hour. If necessary, the washing process can be repeated after 24 hours.
- 12. The surface must be rinsed after each wash.

**Note:** Procedures described in the GRM and preservatives that are on the GRM approval list, published at www.grmonline.de, are acceptable.

GRM stands for Gutegemeinschaft Reinigung von Fassaden e.V. (Quality Association for Facade Cleaning).

#### Maintenance and care of seals

Seals are exposed to many unfavourable influences such as temperature variation, sunlight, acid rain, etc. They therefore require special attention and care. Seals perform important functions in the joinery, and if neglected, they become brittle more quickly and cease to fulfil these functions well. They should therefore be cleaned regularly (at least twice a year) with clean water and, after drying, treated with a commercially available seal agent.

- 1. Before carrying out maintenance, the effect of the agents used should be checked (on non-visible / non-decorative surfaces) to eliminate possible damage.
- 2. During cleaning and maintenance, the ambient temperature should be between 10-25°C.
- 3. Do not wash the seals with a steam jet.
- 4. The agents must have confirmation of their applicability to seals.
- 5. Abrasives must not be used for cleaning.
- 6. Organic solvents containing esters, ketones, alcohols, aromatic compounds, glycol esters, chlorinated hydrocarbons, etc., must not be used.

#### Annex no. 4.

Product evaluation guidelines, performance, and protection requirements

- 1. The evaluation of coatings, including painted / anodised coatings, and the classification of defects in terms of properties / tolerances / technical parameters shall be carried out in accordance with the workmanship tolerance evaluation system in force at the Guarantor, the Qualicoat / Qualanod guidelines and shall be governed by specific industry standards.
- 2. Anodised, powder-coated and Decoral-coated surfaces require periodic cleaning and maintenance by a specialised service with documented proof of the date of treatment. Documentation is e.g.: invoices, contracts, entries in the Object Book issued by a qualified service for cleaning and maintenance services. Cleaning and maintenance are required as a minimum:

	CORROSIVITY CLASS	FREQUENCY MIN.
Cleaning and maintenance of the coating	1	every 12 months
	2	every 12 months
	3	every 12 months
	4	every 3 months
	5	every 3 months

- 1 per year for corrosivity categories: 1 and 2 and 3,
- every 3 months for corrosivity categories 4 and 5 in accordance with annex no. 1, which forms an integral part of this Card. The basic guidelines for cleaning the products are set out in annex no. 3, which forms an integral part of this Card. Failure to perform maintenance as recommended by the Guarantor shall result in the termination of the guarantee for coating.
- 3. The transportation of products shall be carried out by covered, dry, and clean means of transport, and loads in transport shall be secured against movement in such a way as to prevent them from becoming wet, damaged, or destroyed.
- 4. Products must be protected from contact with corrosive substances, acids, alkalis, and, in the case of anodised coated products, direct contact with lime, cement, and other alkaline construction materials must be avoided.

Furthermore, silicones, joint sealing compounds, glazing putty, lubricants, and coolants used for machining should be approved with a neutral pH (approx. 7) and contain no substances harmful to the plastic, rubber, lacquer or oxide coating.

- 5. The wrapping of decorative coatings for treatment, transport, or installation requires only the use of specialised tapes / foils intended for this purpose (e.g. offered by the Guarantor). Before selecting a tape / foil, its suitability and correct functioning must be tested. In addition, the protective tapes / foils must be removed immediately, no later than one month from the date of purchase of the product, and must not be exposed to weather conditions, especially sunlight, in order to avoid their chemical bonding with the decorative surface.
- 6. Salt and chemicals must not be used to remove icing around products in use.