



## **GENERAL WARRANTY TERMS**

### **1. General terms.**

- ❖ Contec Kromiss, hereinafter referred to as the Manufacturer, provides the Buyer with a warranty for products hereinafter referred to as "products or structures", which have been purchased, stored or installed in accordance with their intended purpose and good construction practices.
- ❖ The warranty covers damages and defects for reasons solely attributable to the Manufacturer: structural, material and workmanship defects during the production process (cracking, bending of the structure, peeling of the protective coating)
- ❖ The warranty period for steel structures is 24 months and starts from the day when the structure is sold to the Buyer. During the warranty period, the Manufacturer shall carry out at least one technical inspection. The cost of the inspection is determined at the order stage and shall be borne by the Buyer. The Manufacturer provides the opportunity to individually determine the warranty period and increase the number of technical inspections depending on individual arrangements with the Buyer, environmental corrosivity, installation location and other external factors that have or may have impact on the structure.
- ❖ The Buyer is obliged, under pain of not accepting the complaint, to store technical inspection reports.
- ❖ The following information must be included in the report:
  - Date of inspection
  - Inspector
  - Pole serial number
  - Type of structure
  - Place of use
- ❖ The warranty period for anticorrosion protection by hot-dip galvanizing and/or painting has been specified by the Manufacturer with reference to the PN-EN ISO 12944-2 standard and depending on the category of environment corrosive aggressiveness and it is as follows:
  - C1 - 24 months of warranty
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  - C3 - 24 months of warranty
  - C4 - 12 months of warranty
  - C5-I, C5-M - 12 months of warranty
- ❖ The Buyer is obliged, under pain of not accepting the complaint, to inspect the delivered product or structure before unloading and to confirm the receipt without visible defects or damage in the delivery specification. If he finds defects or damage, they must be recorded in the delivery document.
- ❖ The Buyer is obliged, under pain of not accepting the complaint, to inspect a product or a structure immediately after receiving it and in places of damages for which the Supplier is not responsible (minor abrasions, traces of transport belts) arising during transport and reloading, he should repair them by:
  - cleaning damaged areas (homogeneous, light gray, metallic surface without signs of corrosion, dust, oil and grease).
  - filling in the coating locally.
- ❖ The Buyer is obliged, under pain of not accepting the complaint, to repair the damage to the anticorrosion coating arising during transport on the construction site or assembly, in accordance with the Manufacturer's recommendations.
- ❖ The Buyer is obliged, under pain of not accepting the complaint, to prepare and send photographic documentation and reports confirming any repairs to the Supplier.



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## 2. Regulations for the complaint implementation.

- ❖ In the event of a complaint notification, the Manufacturer undertakes to carry out a technical assessment of the structure and inform the Buyer of its result and the ways of the defect removal within 14 days from the date of notification. The Buyer will provide the Manufacturer with free access to the products or structures to which the notification relates, in order to inspect and test the product covered by the notification. The manufacturer will notify the Buyer about the date of inspection 3 days in advance.
- 📄 The defect occurrence should be reported by the Buyer without delay in writing to the address [info@contec-kromiss.eu](mailto:info@contec-kromiss.eu) or by registered mail to the company's address together with photographic documentation and description of the defect occurrence within 7 days from its detection. No notification results in the loss of the warranty.
- ❖ The defect will be removed within a period of no more than 30 working days from the date of informing the Buyer about the way of defect removal. If, for reasons beyond the Manufacturer's control, the defect cannot be removed within 30 working days, the Buyer will be notified of this fact, together with the nearest possible date of defect removal.
- ❖ The Manufacturer decides on the validity of the claims based on the complaint as well as on the choice of the way of removing the defects covered by the complaint.
- 📄 If the Manufacturer recognizes the complaint as justifiable, the Manufacturer will remove the defects in the structure, replace the defective products or structures with the ones free from defects, or cover the costs of repairing the product by an external company.
- ❖ In the event of an unjustifiable defect caused as a result of negligence, improper use or improper assembly, all costs related to the inspection activities carried out by or on behalf of the Manufacturer shall be borne by the Buyer.

## 3. The warranty is void as a result of:

- ❖ Failure or damage to the structure related to incorrectly given requirements to design the structure.
- ❖ Failure or damage to the structure related to assembly errors (derogations from the guidelines in the design documentation, faulty manufacture of foundation elements, multiple bolt loosening and tightening in bolted connections due to insufficient first tightening, etc.)
- ❖ Damage to the structure or coating of anticorrosion protection, in particular through drilling, cutting and all types of modifications outside the Manufacturer's plant without his consent as well as through specific corrosion loads indicated in the PN-EN ISO 14713-1 standard, in particular chemical ones or at high temperature.
- ❖ Improper storage (Elements of the structure must be unpacked from securing materials for transport - felt, stretch or similar, and stored on non-metallic supports in a way that prevents contact with the ground, accumulation of precipitation and mechanical impurities on them)
- ❖ Accidents during transport and reloading, which result in damaging the structure and coatings of anticorrosion protection.
- ❖ Malfunction and damage caused by improper use or abuse of the structure by increasing the permissible loads specified by the Manufacturer, using the structure for purposes not in accordance with the intended use, negligence of the Buyer or using the structure contrary to health and safety regulations.
- ❖ Mechanical or / and chemical damage resulting from external factors such as:
  - Salts
  - Fire
  - Lyes
  - Solvents
  - Acids
- ❖ Mechanical or / and chemical damage resulting from the effect of chemical compounds such as:



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- Cement
- Lime
- Abrasive and cleaning agents
- ❖ Mechanical damage resulting from natural disasters such as:
  - Excessive wind loads
  - Fire
  - Flood
  - Electrical discharges
  - Other unforeseen events
- ❖ Damage caused during the use or actions of bystanders.
- ❖ Failure to carry out the required technical inspections which are documented by an appropriate report and in case of the absence of repairs established during the technical inspection.
- ❖ Defects in anticorrosion protection coatings caused by:
  - Incorrect storage
  - Dirt in traffic areas and places causing deposits on structural elements for which the Buyer has not carried out any activities during the use to limit the exposure of structural elements to adverse factors for anticorrosion protection layers.

#### 4. Final provisions.

- ❖ The Manufacturer is not liable for discrepancies arising from the design fault if it was entrusted by the Buyer together with the executive documentation or if the executive documentation was approved by the Buyer before starting production.
- ❖ The warranty is valid provided that the product is used in accordance with its intended purpose, specification, technical and environmental conditions.
- ❖ Zinc coating covered with so-called white rust with local discoloration, occurrence of dark and light gray areas caused by weather conditions, or slight unevenness of the surface caused by zinc coating are not reasons for complaint according to PN ISO 1461 standard.
- ❖ Under the warranty, the Buyer or third parties shall not be entitled to a compensation claim against the Manufacturer for any damage caused as a result of a product breakdown. The Manufacturer's only obligation under this warranty is to repair or replace the product with the one which is free from defects in accordance with the terms of this warranty.
- ❖ Zinc coating is not a decorative coating, goods from different supplies may differ in shade, which is the result of zinc oxidation (the effect of colour equalization will occur after several months). Covering zinc coating with a paint is a decorative finish and additional anticorrosion protection.
- ❖ Elements of the structure during storage will be stored in a way that ensures free air access and prevents contact with the ground (on non-metallic supports), accumulation of precipitation and impurities that can damage the anticorrosion coating, and in a way that eliminates the possibility of mechanical defects in the structure e.g. permanent deformation.
- ❖ Storage, assembly and use of the structure will take place in an environment with a corrosivity level not exceeding the category corresponding to the given warranty period.
- ❖ The warranty does not cover damage to the surface of components caused by extensively long storage by the Buyer.
- ❖ The Buyer's right to withdraw from the contract under the warranty for defects is excluded, and the claim for a price reduction results from the arrangements with the Manufacturer.
- ❖ In matters not covered, the provisions of the Polish Civil Code and relevant provisions of Polish law shall apply - regardless of the place of delivery / registered office of the Buyer.