

Enclosure no 1

Lublin, 02.10.2023

TABAL Sp. z o.o. GENERAL WARRANTY CONDITIONS

§1. GENERAL PROVISIONS

1. The warranty is valid on the European Union territory and concerns products purchased and installed on the EU territory.
2. The warranty is provided for all manufacturing defects and for anticorrosion protection provided that products are not exposed to temperatures lower than -30°C and higher than +50°C, and the installation was performed at the temperature above 5°C.
3. The basis for accepting the claim for considering is the proof of purchase (invoice, receipt) and a completed warranty card enclosed with the product containing all required data and periodic inspections.
4. The warranty claim should be filed at the place where the product was purchased or directly at the manufacturer - TABAL Sp. z o.o.: 20-486 Lublin, ul. Energetyków 14 to the email address: alufence@tabal.pl.
5. The warranty claim, apart from documents named in item 3 above, should contain the name and quantity of the products being the subject of the warranty claim (to allow precise identification), invoice (receipt) number, date of finding the defect, scope of discovered defects, circumstances of their appearance, detailed description of the defect and a detailed picture documenting the defect as reported including the picture of the product label (if preserved).
6. The complaint shall be considered within 14 days from the date of receiving it and it shall contain the proposed method of handling it or the reasons for which it is dismissed as unfounded.

§2. PERIOD AND TERMS AND CONDITIONS OF ANTI-CORROSION WARRANTY COVER

1. TABAL Sp. z o.o. grants anti-corrosion warranty beginning from the date of purchase:
 - a) for 10 years' period – for the adhesion of the paint coating performed on aluminium profiles of PRIME ALUMINIUM SYSTEM and includes such defects as paint peeling, cracking and flaking, filiform corrosion,
 - b) for 2 years' period – for correct performance of the product,
 - c) for 1 year's period – for adhesion of the paint coating made on PRIME ALUMINIUM SYSTEM aluminium accessories and includes such defects as: paint peeling, cracking and flaking as well as filiform corrosion,
 - d) for accessories and sub-assemblies produced by other manufacturers a warranty is granted on the basis of the supplier's warranty for the finished product.
2. The condition for this Warranty is using the products in accordance with its intended use, under normal environmental conditions and according to the terms and conditions of this Warranty.

§3. SHORTENING OF WARRANTY PERIOD AND WARRANTY EXCLUSIONS

1. The warranty period is shortened and it is:
 - a) 15 months – in case of elements installed outside in the environment C4 according to standard PN-EN ISO 12944-2:2018-02 (high corrosion class);
 - b) 6 months - in case of elements installed outside in the environment C5-I according to standard PN-EN ISO 12944-2:2018-02 (very high corrosion class);
2. The warranty does not cover the products installed and used at a distance shorter than 500 metres from the coast line.



§4. OBLIGATIONS OF THE PURCHASER

1. The user is obliged to make inspections of powder coating of fencing (panels, fence posts, clamps) every 12 months, the first inspection to take place before 2 years from the date of purchase of elements.
2. Within 7 days before the planned inspection, the user (purchaser) is obliged to inform the manufacturer TABAL Sp. z o.o. about the intended inspection and enable the manufacturer's representative to participate in the inspection in order to take preventive or corrective measures if required. Such announcements should be sent to : alufence@tabal.pl
3. The performed service inspection is registered in the warranty card enclosed with the product. The manufacturer is not obliged to take part in the inspection, in such a case the user (purchaser) makes the inspection himself and makes the relevant entry.
4. In case of failure to make an inspection referred in item 1 or failure to announce the intention to make an inspection according to item 2, the purchaser loses the entitlements under the warranty and this Guarantee expires.

§5. OBLIGATIONS OF THE MANUFACTURER

1. During the warranty period all product defects resulting from identified defects in materials or manufacturing defects are removed.
2. TABAL Sp. z o.o. at their own discretion undertakes to repair the faulty product or replace it for a new one. In case of a replacement of a product for a new one the total costs of the replacement cannot exceed the value of the faulty product according to the degressive rate:
 - Year 1-2: replacement 100%
 - Year 3-4: replacement 80%
 - Year 5-6: replacement 50%
 - Year 7-8: replacement 30%
 - Year 9-10: replacement 10%
3. The manufacturer undertakes to make a repair within the period of up to 30 days from the moment of granting a complaint. The repair period or the period of replacement of the product for a new one can be extended in case it is necessary to replace the sub-assemblies which have to be brought by the manufacturer from external suppliers or due to unfavourable weather conditions that make it impossible to carry out repair works at the place where a complaint was made.
4. All the replaced elements become a property of the manufacturer - Tabal Sp. z o.o unless it is decided otherwise by the manufacturer.

§6. WARRANTY EXEMPTIONS

The User shall lose the warranty entitlements in the following situations:

1. Using the purchased product in the way that does not correspond to its intended use.
2. Assembly of the fencing in the way that does not correspond to construction good practices.
3. Mechanical damage that occurred during transport or storage that were not executed via the manufacturer and failure to report them at the reception of incoming goods or which occurred during the assembly process that was not executed by the manufacturer.
4. Conscious and intended human action intended at causing damage to and destruction of the purchased products.
5. Impact of external factors such as: fire, water, salts, lye, acids, organic solvents containing esters, alcohols, aromas, glycol ethers, chlorinated hydrocarbon materials and other aggressive chemical substances (e.g. cement, lime, abrasive and cleaning agents causing material losses or scratches) abnormal weather conditions and natural disasters, fortuitous events.
6. Damage caused directly by high pressure water jet or water steam.
7. Change to the colour (fading, stains, discoloration) of the powder coated surfaces resulting from prolonged exposure to sunlight. Colour dulling and loss of shine are natural physical processes and are not covered by warranty.
8. Difference in colour shades as compared to paper colour charts, which are provided for illustrative purposes only and due to process and manufacturing reasons these shades can differ from the actual one. In particular, it concerns all paints with the metallic and pearl additions, which do not have uniform production criteria and standards that could oblige manufacturers of these powder paints to adhere to a definite colour



- reference.
9. Due to its specific character and growth rings pattern, the wood-like colours can show insignificant differences in consecutive deliveries as regards the wood structure and, as such, they are not covered by warranty.
 10. The warranty does not cover the elements made of plastic materials.
 11. The warranty does not cover powder painted elements, on which the defect that appeared during the use is less than 0.25% of the total area.
 12. The warranty does not cover non-significant from the point of view product performance inaccuracies, deformations, distortion of material etc. resulting directly from the production technology.
 13. Due to the production technology of polyester coating, the places of suspending of products for painting are touched up manually – the spot touch-ups are not the product defect, but result from the manufacturing process.
 14. Patent defects should be reported prior to assembly of the elements. Use of defective products can pose safety hazard for the user and increase unnecessarily the scope and cost of repair – the warranty does not cover any possible direct or indirect costs.
 15. The purchaser is obliged to make immediate and thorough checks of material as regards its qualitative and quantitative compliance with the order no later than within 30 calendar days from the delivery date and prior to proceeding with using it for production. If the material is used for production prior to reporting a claim any warranty claims shall be considered unfounded and shall be dismissed.
 16. If requested to do so, the purchaser shall make it possible for the manufacturer to examine the material covered by claim by receiving the subject of claim. If the product is returned, the purchaser shall keep the original packaging of the returned product and make sure the product is well protected for transport. In case of doubts the Purchaser shall provide all necessary additional information as requested by ALIPLAST as regards the warranty claim.
 17. The manufacturer Tabal Sp. z o.o. has a right not to grant a complaint without any liability related to that if they could be detected at due diligence during the product acceptance and the user (purchaser) did not perform such an inspection.
 18. Any damage resulting from improper storage of profiles in packaging foil or from the use of securing tape as a result of which the coating can get discoloured or the tape get vulcanised. Leaving securing tape on the powder coated surface for too long, especially if exposed to sunlight and high ambient temperature, can result in a chemical reaction leading to adhering the foil to the powder coating. As a result it is not possible to remove the foil without causing damage to the powder coating.
 19. The warranty shall become void in case of unauthorised repairs by the user or any third parties.
 20. If the user does not consent to remove the fault in the manner specified by the manufacturer.

§7. FINAL PROVISIONS

1. The warranty claim does not release the product purchaser from the obligation to make a timely payment for the purchased goods to TABAL Sp. z o.o. In case of failure to make a timely payment for the products covered by a warranty claim, the warranty claim handling process shall be withheld until the payment is made.
2. In case of filing a warranty claim for the panels that were not manufactured by TABAL Sp. z o.o. all the costs related to the complaint handling shall be borne by the person making a claim.
3. Enclosed with the product is the warranty card which contains periodical inspections reports.
4. In all matters not covered by these terms and conditions generally applicable provisions of law shall be applied.

Enclosure no 3: Maintenance manual - PRIME ALUMINIUM SYSTEM aluminium fencing

