

WARRANTY CONDITIONS

§1 General principles of the guarantee

1. The Manufacturer - W&H sp. z o. o. with its registered office in Turza Śląska (KRS 0000230687), provides the Purchaser with a guarantee that the product referred to in § 2 section 1 below , is free from defects in material and workmanship.
2. A defect in material and workmanship is considered to be a defect causing the product to function inconsistently with the Manufacturer's specifications available on the Manufacturer's website www.hetmaniok.pl.
3. The warranty covers in particular: mechanical strength of the products and corrosion resistance of the anti-corrosion coating. The warranty covers damage and defects caused by reasons attributable solely to the Manufacturer, such as defects in the protective coating such as peeling.
4. The Purchaser who is entitled to use the warranty is considered to be the entity that purchased the product directly from the Manufacturer or a third party who purchased the product originally purchased from the Manufacturer, provided that such a third party indicates to the Manufacturer the entity that purchased the product directly from the Manufacturer along with the warranty application - under pain of not recognizing the warranty application (the assignment of rights under the warranty to the above-mentioned third party takes place in a manner implied).
5. The manufacturer undertakes to remove defects in material and workmanship revealed during the warranty period free of charge, on the terms set out herein, by repairing or replacing the product with a product free of defects. The method of removing the defect is decided by the Manufacturer.
6. The Manufacturer does not reimburse or cover the own costs of the entity that purchased the product directly from the Manufacturer or the end customer, which were incurred in connection with the warranty application (e.g. costs of disassembly/uninstallation, costs of reassembly/installation, costs of transport, costs of product/equipment/substitute/replacement installation, costs of research/expertise/studies, costs of storage, etc.).
7. The warranty period is 120 months for photovoltaic structures from the date of sale.
8. The Purchaser is obliged to familiarize himself with the technical data of the Product,

available on the website of the www.hetmaniok.pl Manufacturer, including data on the strength of the product at the Manufacturer, in order to select it in terms of strength parameters to the conditions in which the product will work (terrain categories, wind zones, corrosive environment and others), in accordance with applicable standards and regulations. Use of the product in conditions exceeding the permitted strength parameters for a given product will result in the loss of the warranty.

9. By purchasing a product, the Purchaser has read these warranty terms.

§2 Detailed warranty conditions

1. The warranty is valid provided that the product is used in accordance with its intended use, the Manufacturer's specification and instructions, technical and environmental conditions. The subject of the warranty is a complete construction set, covered by the sale (incomplete sets are excluded from the warranty, i.e. those to which the Buyer purchased a component or part that was inserted into the set in a manner not agreed with the Manufacturer).
2. Under the warranty, neither the Purchaser nor third parties are entitled to claim compensation against the Manufacturer for any damage resulting from the failure of the Product. The Manufacturer's sole obligation under this warranty is to provide parts, repair or replace the Product with a defect-free one, in accordance with the terms of this warranty.
3. The Manufacturer is liable to the Buyer only for physical defects caused by reasons inherent in the sold Product.
4. The category of corrosive aggressiveness of the atmosphere is determined based on the PN-EN ISO 12944-2 standard. The category of corrosive aggressiveness of the atmosphere is determined on the basis of the annual loss of the anti-corrosion layer.
5. In the event of an increase in the environmental corrosivity category, the warranty is shortened according to the current environmental corrosivity category. In the event of a decrease in the corrosivity category of the environment, the warranty is not extended.

§3 Transport and storage

1. The transport of products should be carried out by dry, covered means of transport in such a way that the cargo is protected against movement, mechanical damage and the influence of weather conditions.
2. Loading units should be placed on the means of transport, closely next to each other and secured against mutual movement. Fastening the load with transport straps should be done in a way that prevents damage to the elements.
3. Transport, storage and assembly of products must take place in an environment suitable for the

ordered products in the category of corrosive aggressiveness based on the PN EN ISO 12944:2001 standard. The installation of the product will be carried out by the Manufacturer's certified installer in accordance with the data indicated on the warranty card, the template of which is attached to these warranty conditions. The Manufacturer's certification rules are available on the Manufacturer's website www.hetmaniok.pl.

4. Product Storage:

components should be stored in dry, clean, ventilated rooms, free from chemically active vapours and gases; do not allow the products to get wet and damp; if the elements get wet, immediately unpack the flooded packaging, lay out the details until they dry and reassemble them in a room protecting against precipitation,

5. products must be stored on pallets, containers or specially designed bases (they should not lie directly on concrete or ground); storage in improper conditions (damp) can lead to condensation of moisture between the surface of the elements,

6. During the storage and assembly of products, protection against contact of coatings with lime, cement and other alkaline building materials must be ensured.

§4 Protection and maintenance

1. The products will be installed and operated in an environment with a corrosive aggressiveness category for the warranty period and a given coating specified on the Manufacturer's website.
2. In the event of increasing the environmental corrosivity category, the warranty is shortened according to the current environmental corrosivity category. In the event of a decrease in the corrosivity category of the environment, the warranty is not extended.
3. The category of atmospheric corrosion aggressiveness is determined based on the PN-EN ISO 12944-2 standard. The category of corrosive aggressiveness of the atmosphere is determined on the basis of the annual loss of the anti-corrosion layer. In particular, the manufacturer reserves the need to meet the above conditions. In the case of special corrosion exposure of painted or galvanized products, such cases are specified in the PN-EN ISO 129442 standard.
4. Causing mechanical and thermal damage to anti-corrosion coatings (paint coating or galvanizing) resulting from cutting, welding, reaming or grinding holes, improper operation and any modifications to the structure causing damage to the coating on the sold product will result in the loss of warranty.
5. Installation of steel elements next to aluminum ones resulting in the contact of both materials will cause the loss of warranty.
6. Elements damaged during assembly must be replaced with new ones, free of defects, at the Purchaser's expense, e.g. deformation of the load-bearing column when encountering an obstacle in the ground.

7. Free-standing structures for the installation of photovoltaic panels with a capacity of more than 150 kWp are building structures and are subject to the construction law. Therefore, the Buyer will inspect these structures and coatings once a year with the participation of a person authorized to install photovoltaic structures by the Office of Technical Inspection or a certified installer of the Manufacturer, under pain of losing the warranty for the products.
8. It is possible for the Manufacturer's representative to participate in the inspection for a fee, after informing him about the planned date of inspections and maintenance activities at least 6 weeks before the date of inspection..

§5 Loss of warranty

The warranty does not cover:

- small corrosion centers on the edges of holes and edges of elements; Coatings have the ability to self-regenerate
- damage resulting from fortuitous events (fire, flooding, hurricane wind, etc.),
- mechanical damage and resulting defects, in particular damage to protective coatings,
- cases of special corrosion exposure of galvanized elements specified in the PN-EN ISO 12944-2 standard (in these cases, the warranty periods should be agreed individually in writing),
- mechanical damage to the coating resulting from reloading, transport and assembly outside the Manufacturer's premises,
- mechanical and thermal damage to the zinc coating resulting from cutting, welding, reaming holes and any modifications to the structure causing damage to the coating on the sold product,
- mechanical, thermal and chemical damage during operation,
- damage resulting from the installation and operation of the products in conditions or in a manner inconsistent with the Manufacturer's specification (exceeding the permissible loads, damage caused by weather conditions, etc.),
- damage caused by the use of salt and chemicals to remove ice,
- damage caused by structural changes or the use of products contrary to their intended purpose,
- damage caused by the fault or ignorance of the user,
- damage caused during transport with the use of means of transport external to the Manufacturer,
- failure to comply with the obligation to perform periodic maintenance inspections and failure to

perform maintenance work and/or to send a report to the Manufacturer in accordance with §4 of the above warranty conditions,

- change (increase) of a strictly defined category of environmental corrosion aggressiveness, at the time of preparing an offer for products,
- the occurrence of the so-called white corrosion on the details (white-gray spots formed under the influence of weather conditions) is not the basis for a warranty application,
- occurrence of arrears of payment for the goods, exceeding 14 days from the date of maturity of the invoice, and this applies to both the lack of payment for the invoice(s) for the goods with respect to which the Buyer has raised objections under the warranty rights of the Buyer, and for the goods/s with respect to which the Buyer has not raised warranty objections,
- if the damage to the product occurs as a result of Force Majeure (e.g. hurricane, lightning strike, fire, flood, other weather anomalies, hostilities).

§6 Implementation of the guarantee

1. Defects revealed during the warranty period will be removed free of charge by the Manufacturer, possibly as soon as possible from the moment of notification, not exceeding 21 working days from the date of receipt of the warranty application. In justified cases, the Manufacturer reserves the right to consider the warranty application within a longer period (e.g. acquisition of specific components, parts, rarely found on the market, redesign of the technical solution being the basis of the finished product, etc.), but not later than 90 working days. Notwithstanding the above, however, the Manufacturer will make every effort to keep this period as short as possible.
2. Only complete products, suitable for verification, free of defects and mechanical damage resulting from external factors, are subject to the warranty procedure.
3. The basis for accepting a warranty application for consideration is the fulfillment of ALL of the following conditions :
 - written (to the address of the Manufacturer's registered office) or e-mailed (to the address: reklamacje@hetmaniok.pl) notification of warranty objections by the Purchaser,
 - providing the name of the product, date of purchase, delivery number or purchase invoice,
 - A detailed description of the damage with additional information on the occurrence of product defects and photos of the defective product.
4. The manufacturer decides on the legitimacy of the warranty claim and on the choice of the method of implementation of recognized warranty claims.
5. The Manufacturer reserves the right to carry out a site inspection at the place where the complained Product is installed.

6. The Manufacturer reserves the right to suspend the warranty procedure if the Buyer is in arrears with payments for invoices that are overdue for more than 7 days.
7. Detailed rights of the Purchaser and obligations of the Manufacturer resulting from the warranty are specified in the Civil Code.

§7 Security

Unless otherwise agreed by the parties, until the Buyer pays for the purchased products, they remain the property of the Manufacturer.