

Guarantee conditions for BAKS products

Made of stainless steel or aluminium alloy

§1

General principles of the guarantee

1. The BAKS company, hereinafter referred to as **the Manufacturer**, guarantees the **Purchaser** that the product is free from defects in material and workmanship.
2. A defect in material and workmanship shall be deemed to be a defect causing the product to function in a manner inconsistent with the specification of the Manufacturer.
 - the guarantee covers in particular: mechanical strength of products and corrosion resistance of the coating of powder-coated elements and elements made of stainless steel or aluminium.
 - the guarantee covers damage and defects resulting from causes attributable solely to the manufacturer, such as cracking.
3. The Purchaser shall be construed to be the entity which purchased the product directly from the Manufacturer.
4. The manufacturer undertakes to remove, free of charge, any defects in material and workmanship discovered during the guarantee period, in accordance with the principles set out in this document, by repairing or replacing the product with one free of defects. The manufacturer makes the decision on the method of removing the defect.
5. The guarantee period is 120 months from the date of sale after making detailed arrangements with the Manufacturer regarding the conditions of storage and use of the products. In justified cases, the guarantee period may be extended at the Purchaser's request. The extension of the guarantee period should be confirmed in writing under pain of nullity.

§2

Material

Standard products can be made of zinc-plated, stainless and acid-resistant sheet metal.

1. **Painting** – aluminium alloys and stainless steel powder coated with polyester, epoxy powders and their mixtures. Coating thicknesses are between 60 µm and 120 µm. The durability of the coating depends on: compliance with the rules of transport, storage, method of installation, chemical environment in which the structure will be installed and maintenance.
2. **Stainless steel / acid resistant sheet metal** – general purpose sheet metal, with good resistance to atmospheric corrosion, to many organic and inorganic chemicals according to PN-EN 10088 in grades 1.4016, 1.4301 (weldable), and 1.4401

Use of stainless steel:

Milk tanks, dairy equipment, milk production plants, beer barrels, beer fermentation, brewery storage tanks, equipment for refining maize products; equipment for nuclear power plants, gutters, drain pipes, cylinders for liquid oxygen, nitrogen and hydrogen, parts of carbonated beverage dispensers, cryogenic vessels and parts, furniture, indoor and outdoor cladding, structures for installing photovoltaic panels.

3. **Aluminium alloys in grade EN AW-6005A and EN AW-6063**

Environmental aggressiveness is determined in accordance with EN ISO 12944:2001

Table 1 Excerpt from the PN EN ISO 12944:2001 standard

Corrosivity category	Examples of temperate climate environments (for information only)
C1 very low	Indoors: heated buildings with a clean atmosphere, e.g. offices, shops
C2 low	Indoors: unheated buildings with condensation, e.g. sports halls, warehouses. Outdoors: atmosphere with low levels of pollution
C3 average	Indoors: production rooms with high humidity and some air pollution, e.g. laundries, breweries, dairies Outdoors: urban and industrial atmospheres
C4 high	Indoors: chemical plants, swimming pools, ship repair yards Outdoors: industrial and coastal areas with medium salinity
C5-I very high (industrial)	Indoors: buildings or areas with almost continuous condensation and heavy pollution Outdoors: industrial areas with high humidity and aggressive atmosphere
C5-M very high (marine)	Indoors: buildings or areas with almost continuous condensation and heavy pollution Outdoors: coastal and offshore areas

Table 2 Excerpt from the Baks galvanising plant guarantee.

Applies only to products made of stainless steel and the aluminium alloys listed above

Atmosphere type	Corrosion aggressiveness category	Guarantee extension possible
Negligible corrosion load	C1	Up to 10 years
Low corrosion load	C2	Up to 10 years
Moderate corrosion load	C3	Up to 10 years
High corrosion load	C4	Up to 5 years
Very high corrosion load	C5-I, C5-M	Up to 2 years

§3

Specific terms and conditions of the guarantee

1. The guarantee is valid provided that the product is used in accordance with its intended use, specifications and instructions of the Manufacturer as well as prescribed technical and environmental conditions.
2. Neither the Purchaser nor any third parties are entitled to a claim against the Manufacturer for compensation for any damage resulting from Product failure. The only obligation of the Manufacturer under this guarantee is the delivery of parts, repair or replacement of the Product with a defect-free one, in accordance with the terms of this guarantee.
3. The Manufacturer shall be liable to the Purchaser only for physical defects caused by reasons inherent in the sold Product.
4. The category of corrosive aggressiveness of the atmosphere is determined on the basis of the PN-EN ISO 12944-2 standard.
5. Products made of stainless steel and aluminium alloys are covered by a guarantee according to Table 2 for a strictly defined category of environment corrosion aggressiveness – assuming that this category does not change within the duration of the guarantee. If the environment corrosivity category is increased, the guarantee is reduced according to the current environment corrosivity category. In the event of a decrease in the environment corrosivity category, the guarantee will not be extended.
6. In particular, the manufacturer required the following conditions to be met in order for the guarantee to remain valid:

- Transport

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 weather conditions. Cargo units should be placed on the means of transport side by side and secured against movement. The cargo should be fastened with tie down straps in such a way as to prevent damage to the elements. Transport, storage and assembly of products must be carried out in an environment suitable for the ordered products in terms of corrosive aggressiveness, based on the PN EN ISO 12944:2001 standard.

- Storage of products made of stainless steel, aluminium alloys and painted products

Elements should be stored in dry, clean, ventilated rooms, free from chemically active vapours and gases. Do not allow products to get wet. If the elements get wet, unpack the flooded packaging immediately, spread the elements apart for drying and move back to a space protected against weather conditions when dry. The products must be stored on pallets, in containers or on stands specially designed for that purpose (they should not lie directly on concrete or soil). Storage in inappropriate (damp) conditions can lead to condensation of moisture between the surfaces of the painted elements or elements made of stainless / acid-resistant steel and aluminium. Stainless / acid-resistant steel, aluminium or painted products can be protected with foil, which must be removed immediately upon receipt of delivery. Protective foil remaining on stainless steel / acid-resistant or painted products during storage at high ambient temperature and high insolation can lead to chemical reactions resulting in the foil melding with the packaged elements. As a result of this reaction, the foil cannot be removed without damaging the surface of the products. For 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 of zinc-plated elements.

- a) Immediately after receipt of the structure, the purchaser will repair coatings damaged during the transport, storage and assembly process.
- b) storage, assembly and operation of the structure will take place in the environment of corrosion aggressiveness category specified in Table 2 for the given guarantee period and given zinc coating agreed in advance with the manufacturer.
- c) in the period prior to installation, the construction elements will be stored on a raised bed in such a way as to prevent contact with the ground, accumulation of precipitation and mechanical impurities. Pre-packaged components must not be exposed to water. In case of wetting, unpack the elements and spread them apart until they are completely dry.

d) The Purchaser, after completing the assembly of the structure, shall at its own expense inspect the painted coatings, stainless steel and aluminium profiles. The Purchaser shall also carry out their full preservation by cleaning the galvanised surfaces from any remaining dirt (residues of chemical agents, grease, oil and other impurities that may lead to accelerated corrosion or cause damage to the anti-corrosion coatings) using neutral chemical agents. After cleaning the structure, the purchaser is obliged to remove any detected local spots of corrosion with PELOX PLUS 3000.

The purchaser is obliged to send a report to the manufacturer within 6 months from the purchase and immediately after the completion of the installation under pain of loss of guarantee.

Freestanding photovoltaic panels installation systems are considered civil structures and are subject to construction regulations. Therefore, the purchaser will provide annual inspections of the structure and maintenance by cleaning and removing corrosion spots according to point d) and passivation according to §6. The inspection must take place with the participation of at least one representative of the purchaser and a technical supervision inspector under pain of loss of guarantee for the products. There is a possibility of paid participation of the Manufacturer's representative in the inspection after informing about the planned date of inspection and maintenance activities – minimum 6 weeks before the date of the inspection.

Following the inspection, the representative of the purchase shall prepare a report from inspection and maintenance work carried out, supported by full photographic documentation showing the status of the system before and after maintenance work, and submit the report to the manufacturer of the photovoltaic panels installation system under pain of loss of guarantee. Places omitted in the report, in which spot corrosion occurs, cannot be the subject of claims under the guarantee.

§5

Protection and maintenance of painted elements.

The most common causes of paint coating defects are: mechanical damage (scratches, chipping) and washing. Therefore, follow the rules described below:

- Do not allow scratching and chipping during installation.
- Use protective tapes (e.g. painting tapes) when cutting the elements to the appropriate size
- Cleaning should be carried out at least twice a year.
- For cleaning, use gentle fabrics that do not scratch the surface and clean water with a known detergent.
- Do not wash the coating with a steam jet.
- If you are using cleaning agents other than water, before cleaning the surface check the effect of the agents used for this purpose. In case of undesired effects, the use of the tested cleaning agent must be excluded.
- Do not use highly acidic or highly alkaline cleaning agents (including those containing detergents).
- Do not use salt or chemicals for de-icing in the vicinity of painted elements.

§6

Protection and maintenance of elements made of stainless and acid-resistant steel or aluminium.

The method of treatment and the right choice of grade for the prevailing weather conditions is an extremely important factor that affects the surface quality during the duration of use. The corrosion resistance of stainless steels and aluminium can be maintained by cyclic surface cleaning and further improved by chemical surface treatment processes - pickling, passivation. The most common causes of "corrosion" appearance are:

- contamination of the surface by particles of iron, black steel (splinters during cutting with a grinder, welding) scratching that occur at the point of friction with a sharp element made of "soft" steel with limited access to oxygen.
- improper storage and transport
- improper selection of steel grade for the atmospheric environment in which it is used.

Reaction and maintenance steps in case of signs of corrosion:

- Mechanical cleaning. Clean areas with surface corrosion with an abrasive fabric and wipe them with a clean, dry cloth.
- Chemical cleaning. Apply a thin and even layer of PELOX PLUS 3000 chemical agent on the cleaned surfaces, e.g. with a brush. After approx. 5 minutes (depending on the chemical used) wash off the agent with a damp cloth. Rinse the cloth regularly with clean water or change to a new one. Pay special attention to ensure that no parts in the vicinity are splashed. Then, wipe the damp surface dry, e.g. with a paper towel.

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

The above operations should be carried out manually without the use of power tools. If there are other elements underneath the cleaned products and there is a risk of splashing when wiping with a damp cloth, they should be covered with a thick painter's foil. For cleaning stainless steel and aluminium **DO NOT use**: products for removing mortar or substances containing hydrochloric acid, bleach, silver cleaners. Do not use wire brushes made of carbon steel, steel cleaning wool, steel scrubbing sponges. When using corrosive chemicals, it is mandatory to wear protective gloves and goggles.

§7 Loss of guarantee

1. The guarantee does not cover:
 - damage resulting from force majeure (fire, flooding, etc.),
 - mechanical damage and the resulting defects, in particular damage to protective coatings,
 - cases of particular corrosive exposure of products specified in PN-EN ISO 12944-2 (in these cases the guarantee periods must be agreed individually in writing),
 - thermal damage caused by cutting, welding, reaming of openings and any structural alterations of the stainless steel and aluminium structures,
 - mechanical, thermal and chemical damage inflicted during operation,
 - damage resulting from the installation and operation of products under conditions or in a manner inconsistent with
 - the specifications of the manufacturer (exceeding permissible loads, damage caused by weather conditions, etc.).
 - damage caused by the use of salts and chemicals to remove icing
 - in the vicinity of galvanised, painted elements made of acid-resistant / stainless steel sheets or aluminium
 - damage caused by structural modifications or using the products not in accordance with their intended use,
 - damage caused by the user's fault or lack of knowledge,
 - damage caused during transport with the use of means of transport external to the Manufacturer.
 - failure to carry out periodic maintenance inspections and maintenance work and/or failure to send a report to the **manufacturer** in accordance with §4 of the guarantee conditions
 - change (increase) of a strictly defined category of corrosive aggressiveness of the environment, at the moment of preparing a quotation for products. The category of environmental corrosion aggressiveness will be included in the quotation for products along with the length of the guarantee period.
 - occurrence of payment arrears for goods exceeding 90 days from the due date of the invoice.
2. The guarantee does not cover normal operating activities, e.g. cleaning and maintenance and passivation.

§8
Performance of the guarantee

1. Defects revealed during the guarantee period will be removed free of charge by BAKS, within the shortest possible period after notification, not exceeding 21 working days from the date on which the complaint is considered.
2. Defects or damage to the Product discovered within the guarantee period should be reported to the Manufacturer immediately, but no later than 7 days from the date when they were first noticed.
3. Only complete products, verifiable, free from mechanical damages and defects resulting from external factors are subject to the guarantee procedure.
4. The basis for accepting a complaint for consideration is the fulfilment of all of the following conditions:
 - reporting a complaint by the purchaser in writing, including by fax or e-mail
 - providing the name of the product, the catalogue number of the product, the date of purchase, the number of the stock issue document or the purchase invoice
 - a detailed description of the damage together with additional information concerning the occurrence of product defects and photos of the defective product.
5. The manufacturer decides on the legitimacy of the guarantee claim and on the choice of the method of rectification of recognised guarantee claims.
6. The manufacturer reserves the right to carry out a site visit at the place of installation of the Product under guarantee complaint consideration.
7. The manufacturer reserves the right to suspend the guarantee procedure if the Purchaser is in arrears with payments for invoices overdue for more than 14 days.
8. Detailed rights of the Purchaser and obligations of the Manufacturer resulting from the guarantee are specified in the Civil Code.