

Guarantee conditions for BAKS products

Galvanising with the zinc flake method acc. to PN-EN ISO 10683:2014-09

§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 flake zinc coating,
 - the guarantee covers damage and defects resulting from causes attributable solely to the Manufacturer, such as cracking, peeling of the protective coating.
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. **Sheet metal galvanised using the flake zinc method** – manufactured in accordance with the PN-EN ISO 10683:2014-09 standard – products intended for limited use in environments with corrosivity class C1, C2, C3, C4, C5-I, C5-M.
2. The advantage of flake coatings is very high corrosion protection up to 1000 h in the salt chamber for red corrosion.
3. **Flaked zinc coating with a min. thickness of 10µm – corresponds to zinc thermal diffusion with a thickness of 70µm.**

Environmental aggressiveness is determined on the basis of the PN EN ISO 12944:2001 standard

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

Corrosivity category	Reduction of the protective layer (µ / year)	Examples of temperate climate environments (for information only)
C1 very low	< 0.1	Indoors: heated buildings with a clean atmosphere, e.g. offices, shops
C2 low	> 0.1 to 0.7	Indoors: unheated buildings with condensation, e.g. sports halls, warehouses. Outdoors: atmosphere with low levels of pollution
C3 average	> 0.7 to 2.1	Indoors: production rooms with high humidity and some air pollution, e.g. laundries, breweries, dairies Outdoors: urban and industrial atmospheres
C4 high	> 2.1 to 4.2	Indoors: chemical plants, swimming pools, ship repair yards Outdoors: industrial and coastal areas with medium salinity
C5-I very high (industrial)	> 4.2 to 8.4	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)	> 4.2 to 8.4	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 galvanised using the flake zinc technology in accordance with the PN-EN ISO 10683:2014-09 standard.

Atmosphere type	Corrosion aggressiveness category	Guarantee extension possible
Negligible corrosion load	C1	Up to 12 years
Low corrosion load	C2	Up to 12 years
Moderate corrosion load	C3	Up to 12 years
High corrosion load	C4	Up to 6 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 galvanised using the flake zinc method – produced according to PN-EN ISO 10683:2014-09, 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 flake galvanised products in accordance with the PN-EN ISO 10683:2014-09 standard

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 elements.

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. The repair should include: removal of dust, oil, grease and corrosion marks as well as the necessary cleaning and preparation of the damaged surface for the required adhesion. Repairs should be carried out by painting with zinc-rich primer paint, e.g. WS-Zinc 80/81 or similar.
- 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) Zinc coatings damaged during the assembly of the structure will be repaired in accordance with point (a).
- e) After completion of the assembly of the structure, the Purchaser shall, at its own expense, thoroughly inspect the zinc and paint coatings and 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 cause damage to the anti-corrosion coatings) using neutral chemical agents. After cleaning the structure, the purchaser is required to provide spot repairs (zinc paint with a high zinc content) in case of local corrosion points or damage to the zinc coating.

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 annually inspect the structures with their zinc coatings and provide maintenance of zinc coatings (according to point f above) 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.

After this check, the representative of the purchaser is required to draw up a report from the 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 Loss of guarantee

1. The guarantee does not cover:
 - damage resulting from force majeure (fire, flooding, hurricane wind, etc.),
 - mechanical damage and the resulting defects, in particular damage to protective coatings,
 - cases of particular corrosive exposure of galvanised elements specified in the PN-EN ISO 12944-2 standard (in these cases, the guarantee periods must be agreed individually in writing),
 - mechanical damage to the zinc coating caused by handling, transport and installation outside the premises of BAKS, if the damage has not been repaired in accordance with the requirements of section (§4)
 - mechanical and thermal damage to the zinc coating caused by cutting, welding, reaming of openings and any structural alterations after the galvanisation process, causing damage to the zinc coating,
 - 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
 - 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.
 - the occurrence of the so-called white corrosion on elements (white and grey spots formed under the influence of atmospheric factors) does not constitute a basis for complaints regarding the zinc coating.
 - 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.

§6 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.