

I. General Terms and Conditions of the Warranty

1. BAKS („Producer“) hereby warrants to the Buyer that the product is free of material and workmanship defects.
2. A defect in the material and workmanship shall be understood as a defect causing the product to operate in a manner which is inconsistent with the Producer's specification.
 - The warranty shall cover in particular: mechanical strength of the goods and corrosion resistance of the zinc coating, the coating of powder-coated components and components made from stainless metal sheets.
 - The warranty covers damage and defects caused by reasons solely attributable to the Producer, such as breaking and bending of the structure, flaking of the protective coating.
3. The Buyer shall be understood as the entity which made a purchase directly from the Producer.
4. The Producer shall remove, free of charge, any defects in the material and workmanship discovered during the warranty period on the terms and conditions stipulated herein, by fixing the product or replacing it with a product which is free of any defect. The Producer has discretion with regard to the choice of the method of repair.
5. The period of warranty lasts 12 months from the date of sale. In justified cases, the period of warranty may be extended by the Buyer's request following the arrangement of the conditions of storage and use of the Products with the Producer. Any extension of the warranty period shall be certified in writing, otherwise it shall be null and void.

II. Specific Terms and Conditions of the Warranty

1. This warranty shall be effective on condition that the product is used for purposes it was designed for, in line with the Producer's specifications, technical and environmental conditions.
2. Neither the Buyer nor any third parties shall have any claims for damages due to any defects arising from a failure of the product. The only liability of the Producer under this warranty shall be the repair or replacement of the Product for one which is free of any defect, in accordance with the terms and conditions hereof.
3. The Producer shall be liable to the Buyer only for physical defects arising from causes existing in the purchased Product itself.
4. In order for the warranty to be valid and effective, the following conditions must be satisfied:

Transport

Products shall be transported in dry, covered means of transport in such a way that the products are protected against moving, mechanical damage and exposure to elements. Units of load shall be placed in the means of transport one next to another tightly and fixed to prevent them from moving. The cargo should be fixed with transport belts to prevent damage to the components.

Storage of zinc-coated, zinc- and paint-coated products as well as products made from stainless/acid-proof metal sheets

Products should be stored in dry, clean, ventilated storage rooms free from any chemically reactive vapours and gases. Products must be secured from getting wet or damp. If zinc-coated elements get wet or damp, remove them from wet packaging as soon as possible, disassemble them and allow them to dry, then re-assemble them and store in a dry and airy room that ensures protection from precipitation. Products must be stored on pallets, in containers or on specially designed bases (they should not be put directly on concrete or floor). Storage in inappropriate (humid) conditions may lead to condensation appearing between the surface of zinc-coated or painted elements, or ones made from stainless/acid-proof metal sheets. If zinc-coated elements are exposed to humidity, so-called white corrosion (white-greyish stains) may appear, which does not affect the quality of the zinc coat and does not provide grounds for claiming the warranty. Products made from stainless/acid-proof metal sheets or painted products may be protected with film, which must be removed without delay upon delivery. Leaving the protective film on products painted or made from stainless/acid-proof metal sheets during storage in high temperature and high exposure to sunlight, may lead to chemical reactions causing the film to be embedded in the packaged elements. As a result of such reaction, it will be impossible to remove the film without damaging the surface of the products. For the duration of storage and assembly of the elements, they must be protected against contact with lime, cement and other alkaline construction materials. The transport, storage and assembly of the products must be performed in an environment consistent with the appropriate corrosion aggressiveness based on the PN EN ISO 12944:2001 standard (info p.4)

In case of not conforming to the regulations, claims shall not be accepted.
The products must be stocked indoors, under roof and in a dry environment.
Do not allow humidity nor wetting the products.



Protection and maintenance of zinc-coated elements.

The most frequent cause of defects in zinc coatings is incompetent handling of the product during transport, storage and assembly. Therefore, the following rules must be observed:

- The cutting and drilling edges which were created during the assembly must be carefully cleaned by removing splinters, grease and any dirt (dust, oil, lubricants, traces of corrosion). The surface is to be repaired by applying a zinc-rich primer, zinc paste or a technically-equivalent material. The thickness of the paint coat should be 30 µm higher than the required local thickness of the zinc coating.

Protection and maintenance of painted elements.

The most frequent cause of defects in paint coatings include: mechanical defects (scratches, chips) and cleaning with chemical agents.

Therefore the following rules must be observed:

- Pay particular attention during assembly to avoid scratching and chipping.
- Use protective tapes (e.g. painter's tapes) when cutting the element to size.
- Clean the product at least twice a year.
- Clean with delicate, non-abrasive fabrics and clean water with pre-tested detergent.
- Do not clean the coating with steam jets.
- If you intend to clean the product with other cleaning agents than water, test the effects of the agent before cleaning the surface.
- If you notice any undesirable effects, do not use the tested cleaning agent.
- Do not use any highly-acidic or highly alkaline cleaning agents (including ones containing detergents).
- Do not use salt or chemical substances meant for removing ice in the vicinity of painted surfaces.

Protection and maintenance of elements made from stainless and acid-proof metal sheets.

The method of machining and the proper selection of the grade of the product for the climate conditions are extremely important factors affecting the quality of the surface during operation.

Corrosion resistance of stainless steel can be maintained by regular cleaning of the surface and it can be further improved by chemical processing of the surface – pickling, passivation.

The most frequent causes of traces of “corrosion” are:

- Surface contamination with particles of iron, black steel (spalls resulting from cutting with a grinder, welding) – scratches made in the place of scratching with soft and sharp element made from soft steel.
- Improper storage and transport.
- Incorrect selection of the grade of steel for the weather conditions in which it is to be applied.

Course of action and maintenance if traces of corrosion are noticed:

- Mechanical cleaning. Clean the spots of surface corrosion with needled cloth then polish them with a dry and clean cloth.
- Chemical cleaning. Apply a thin and even coat of an appropriate cleaning agent on the cleaned surfaces, e.g. with a brush. After about 5 minutes (depending on the cleaning agent used) remove the agent with a damp cloth. The cloth must be regularly rinsed in clean water or replaced with a clean one. Make sure not to splatter any other components located near the cleaned cable duct. Next, dry the damp surface with e.g. kitchen towel.
- Passivation. Preserve the cleaned, dry surfaces with passivation agent applying it by means of sponge or spray, creating a thin and even protective coating.

The actions specified above are to be made by hand, without using any power tools. If other elements are located under the cleaned products and there is a risk of splattering those while cleaning the surface with a damp cloth, they must be covered with thick drop cloth. To clean stainless steel, DO NOT use products for removing mortar or substances containing hydrochloric acid, bleach, agents for cleaning silver. Do not use straight carbon steel wire brushes, steel wool or steel scrubbing pads.

When using caustic cleaning agents, always use protective gloves and glasses.

Warranty Forfeiture

1. The warranty does not cover:

- any mechanical defects or defects caused by other flaws, especially defects in protective coatings;
- any defect resulting from product installation and use in conditions or in a manner inconsistent with the Producer's specification (excess of permitted load, damage caused by weather conditions, etc.);
- any damage to the product caused as a result of improper storage (discolouring, stains, white corrosion);
- any damage in the product caused by the use of salt and chemicals to remove icing in the vicinity of zinc-coated or painted components, or ones made from stainless steel/acid-proof metal sheets;
- any damage arising as a result of changes in the construction or the use of the products for purposes they were not designed for;
- any damage arising due to the user's fault or ignorance;
- any damage occurring during transportation involving third-party means of transport;
- failure to observe the duty to perform periodic maintenance, if required;
- any damage caused by an act of God (fire, flooding, damage caused by terrorist acts or war, etc.);
- any delay in payment for the Product in excess of 90 days of the invoice payment date.

2. The warranty does not cover normal maintenance, such as cleaning and preservation.

Exercising of Warranty

1. Defects discovered during the warranty period will be fixed free of charge by BAKS as soon as possible, after the relevant warranty claim is filed.
2. Defects or damage to the product uncovered during the warranty period should be reported to the Producer without delay, in any case not later than 7 days after their discovery.
3. The warranty procedure covers only complete, verifiable products, free of any mechanical defect or damage caused by external factors.
4. The following conditions must all be satisfied in order for a claim under the warranty to be accepted:
 - a) The filing of a claim, in writing, by fax or email, specifying:
 - the product's name, catalogue number, purchase date, the number of the Stock Issue Confirmation document or the purchase invoice,
 - details of the damage to the products and the circumstances in which it occurred, with further information about the occurrence of defects in the product, including pictures of the defective products and the surroundings in which they are mounted and stored.
5. Having acknowledged the claim, the Producer shall decide how the claim is to be satisfied.
6. The Producer reserves a right to conduct an on-site inspection in the place where the faulty product was mounted.
7. The Producer reserves a right to put the warranty procedure on hold if the Buyer is in arrears with the payment for invoices for longer than 14 days.
8. The details of the Buyer's rights and the Producer's obligations under warranty are provided for in the Civil Code.

Disclaimer:

BAKS has a policy of continuous product development and reserves the right to alter or amend specifications, as necessary, without prior notice presented in this publication. This catalogue is designed to provide only preliminary technical Information which refers to standard products manufactured by BAKS.