

# General terms of the Guarantee

For lighting, decorative, traffic light, lightning, tram and utility steel poles and brackets.

## Article 1. Obligations of the Manufacturer

- 1.1. Valmont Polska Sp. z o.o. hereinafter referred to as the Manufacturer provides a guarantee period for anti-corrosive protection by galvanization in accordance with the PN-EN ISO 1461 standard and/or hydrodynamic painting in accordance with the PN-EN ISO 12944 standard or powder coat painting in accordance with the PN-EN ISO 13438.
- 1.2. The guarantee period depends on the degree of the corrosive power of the atmosphere (in accordance with the PN-EN ISO 14713-1 standard) determined by the Ordering Party or the individual assessment of the Manufacturer.
- 1.3. On the basis of the general terms and conditions of the guarantee the Manufacturer provides a 24 months guarantee period (counting from the date of release of the product from the Manufacturer's warehouse) for anti-corrosive protection by galvanization or painting for the corrosive power category C1 to C3 in accordance with the PN-EN ISO 14713-1 standard.
- 1.4. The guarantee for anti-corrosive protection by galvanization or painting for corrosive power category C4 and C5 in accordance with the PN-EN ISO 14713-1 standard is determined by the Manufacturer individually in accordance with Article 1 section 1.5 and is not subject to the general conditions of the guarantee.
- 1.5. There is a possibility of individual arrangements between the Ordering Party and the Manufacturer concerning the guarantee period for the anti-corrosion protection and paint coatings depending on the corrosive power of the environment in which the pole will be installed, the information determined by the Ordering Party and the individual assessment of the Manufacturer. The individual guarantee shall be issued by the Manufacturer in writing.
- 1.6. The Manufacturer is responsible for the physical defects of the objects, such as structural, material and workmanship defects.
- 1.7. The Manufacturer guarantees that during the guarantee period the zinc coating will not degrade above Ri 3 degradation level in accordance with the PN-EN ISO 4628-3 standard.
- 1.8. In the event of a complaint, the Manufacturer is obliged to perform a technical evaluation of the product and to inform the Ordering Party of its result and the possible method of removal of the defects within 14 working days from the receipt of the complaint.
- 1.9. The defects shall be removed no later than within 30 working days, counting from the date of notification of the Ordering Party on the method of removal of the defect. If it is impossible to remove the defect within 30 working days, for reasons beyond the control of the Manufacturer, the Ordering Party shall be informed of this fact and the possible date of removal of the defect shall be provided.

## Article 2. Exclusions of the Manufacturer's liability

- 2.1. The Manufacturer is not liable for defects resulting from normal wear and tear, caused by improper use, resulting from use in an inappropriate environment or wind zone and category of terrain, resulting from modifications or repairs made without the consent of the Manufacturer, and caused by external factors, which have not been provided for in the terms and conditions of the order.
- 2.2. The Manufacturer is not liable for fatigue failure or similar phenomena resulting from induced vibration, harmonic oscillation or resonance associated with movement of air currents around the product.
- 2.3. The guarantee excludes cases of mechanical or chemical damage which occurred after the risk of damage of the product passed to the Ordering Party.
- 2.4. The presence of dark and light gray areas or slightly uneven surfaces does not constitute grounds for a complaint. The occurrence of so-called white corrosion consisting mainly of zinc oxides/zinc hydroxides is not a defect of the anti-corrosive coating and does not constitute grounds for a complaint, in accordance with the PN-EN ISO 1461 standard.
- 2.5. The guarantee does not cover painted products for which defects have been reported by the Ordering Party after the expiry of the deadline specified in Article 3 section 3.7.

## Article 3. Obligations of the Ordering Party

- 3.1. The Ordering Party is obliged to store, install and use the products in the wind zone, category of terrain and corrosive power of the environment which was determined during the order in accordance with the standard.
- 3.2. The unloading, storage and installation shall be carried out in accordance with the Manufacturer's instructions.
- 3.3. During the storage period the products will be stored on props in a way which will prevent any contact with the substrate, the accumulation of atmospheric precipitation and mechanical contamination.
- 3.4. The Ordering Party shall perform the repairs of the coatings damaged during the handling and installation in accordance with the PN-EN ISO 1461 standard, immediately upon receipt and immediately after the installation of the product. The repair should involve the removal of the contamination (dust, oil, grease) from the entire surface of the pole and the cleaning and protection of the damaged areas of the zinc coating using paint with at least 95% zinc content in dry film. The thickness of the zinc coating on the repaired area should measure at least 100 µm and an additional RAL color finish is required in the case of painted structures.
- 3.5. The Ordering Party is obliged to remove the packaging protecting the products within 10 days from the date of issue of the goods by the Manufacturer.
- 3.6. Once every 12 months the user shall conduct an inspection of the coatings and shall secure any coating defects in accordance with Article 3 section 3.4. The Ordering Party shall inform the Manufacturer of the date of the inspection at least 10 working days before the planned inspection and will allow his representatives to participate in it. If a representative of the Manufacturer fails to report for the inspection on the set deadline the Ordering Party shall conduct the inspection on his own. The protocols from the annual inspections shall be immediately sent to the Manufacturer and shall be kept in the records of the Ordering Party.
- 3.7. The Ordering Party is obliged to inform the Manufacturer of possible non-compliance of the shipment with the order, both in terms of quantity and quality of the products, in the form of a formal written complaint within 10 days from the date of issue of the product by the Manufacturer.
- 3.8. The Ordering party is obliged to cease installation of quantitatively or qualitatively inconsistent with the order as long as these inconsistencies can be identified by the buyer prior to installation of the structure. Non-compliance reported by the buyer after the installation of these structures are unfounded and will not be considered by the manufacturer.

## Article 4. Other information

- 4.1. The zinc coating is a technical coating providing the anti-corrosive protection and may not be treated as a decorative coating. In the case of requirements concerning the visual appearance, the use of paint coatings is recommended.
- 4.2. The zinc coating is subject to oxidation processes and changes appearance during usage. It is not possible to provide a uniform appearance of the coating in a batch of posts. The appearance of the zinc coating on poles and brackets may vary. The appearance of the coating will become more homogeneous after about 3-12 months.
- 4.3. The guaranteed IP and IK protection ratings are as follows: IP3X and IK08. This means that water may pass through the gaps in the door of the pole and at the pole's connection with the bracket.