

I. General warranty provisions

1. BAKS, hereinafter referred to as the Manufacturer, provides the Purchaser with a warranty that the product is free from physical and legal defects.
2. The products sold by the Manufacturer are the property of the Manufacturer and are free from third-party rights and there are no legal restrictions on their use and disposal, in particular they are not subject to enforcement, security or court proceedings and are not the subject of security.
3. 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.
4. The warranty covers in particular the mechanical strength of the products and resistance to corrosion in accordance with the intended use and properties of the material and anti-corrosion coating used.
5. The guarantee covers damage and defects resulting from causes attributable solely to the Manufacturer, such as cracking, bending of the structure, peeling of the protective coating.
6. The Purchaser shall be construed to be the entity which purchased the product directly from the Manufacturer.
7. 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
8. The guarantee period for BAKS structures for mounting photovoltaic panels is 120 months from the date of sale. For the rest of products the guarantee period is 12 months from the date of sale. In justified cases, the warranty period may be extended at the request of the Buyer after detailed agreement with the Manufacturer on the conditions of storage and use of the products. The extension of the guarantee period should be confirmed in writing under pain of nullity. The manufacturer's liability under the warranty is excluded.
9. The warranty is valid provided that the product is used in accordance with its intended use, specifications and instructions of the Manufacturer as well as technical and environmental conditions.
10. Under the warranty neither the Purchaser nor third parties shall be entitled to claim compensation from the Producer for any damage caused as a result of the Product failure. The Producer's only obligation under this guarantee is to deliver parts, repair or replace the Product with a defect-free one in accordance with the terms of this guarantee.
11. The Producer shall be liable to the Purchaser exclusively for physical defects caused by the reasons inherent in the sold Product
12. The Producer specifically reserves the validity of the warranty for the following conditions during transport, installation, operation and maintenance of the products:

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.

Storage of the products

Products should be stored in ventilated storage rooms, free from any chemically reactive vapours and gases. Do not allow products to get wet. If the elements get wet, remove them from wet packaging as soon as possible, spread the elements apart for drying and move back to a space protected against weather conditions when dry. Products must be stored on pallets, in containers or on specially designed bases (they should not be put directly on concrete floor or ground).

Storage in inappropriate (damp) conditions may lead to condensation appearing between the surface of the elements. In case of dampness, so-called white corrosion (white and grey spots) can form on galvanised elements (Sendzimir galvanised, Magnelis or equivalent, flake galvanised, hot-dip galvanised), which does not affect the quality of the coating and is not subject to complaint. The products may be protected with foil, which should be removed immediately after receiving the delivery. Leaving protective foils on products during storage at high ambient temperatures and strong sunlight may lead to the foil bonding with the packed elements. As a result of this reaction, the film cannot be removed 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. 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 (see table below for more information).

**If the recommendations are not followed, any complaints will not be accepted!
Store the products in roofed and dry rooms. Don't let it get wet!**



Installation

The proper selection of products and proper installation are necessary for the proper functioning of the products. Installation must be carried out in accordance with the manufacturer's instructions.

The period of warranty for anti-corrosion protection lasts 120 months for structures above ground (excluding legs). The warranty is 120 months (lifespan up to 180 months) for poles placed in the ground of the structure provided that the soil meets the following parameters (in accordance with the requirements of the manufacturer of zinc-magnesium coatings):

- has a neutral PH, i.e. PH in the range of 5.5-8.5,
- soil resistivity should be > 5000 D x cm,
- chlorine ion content in the C1 range < 150 ppm,
- gravimetric content of fine-grained materials should be < 50% (soil structure)
- no influence of organic activity of a bacterial nature,
- no stray currents,
- sulphide content < 5 ppm,
- sulphate content < 500 ppm,
- no fertilizers, no herbicides,
- homogeneous soil,
- no changes in the soil structure during the warranty period,

Protection and maintenance of zinc-coated elements (e.g. Magnelis or equivalent, flake galvanizing, hot-dip galvanizing)

The most common cause of defects in zinc coatings is inappropriate handling of the product during storage and assembly.

- products in storage condition (i.e. in original BAKS packaging) should be stored in dry and airy rooms;
- during storage, protect against changes in air humidity and temperature, which may cause water vapor condensation;
- if it is necessary to place the products in an open space for a short time, moisture drainage must be ensured. Use a cover to ensure ventilation;
- if galvanized elements get wet, white corrosion may occur on them, which does not reduce the protective layer and does not worsen the anti-corrosion properties of the coating, but worsens the appearance and aesthetics of the elements. However, over time, if the elements have not been dried, the zinc coating is completely reduced, leading to red corrosion. If galvanized elements get wet and white corrosion occurs, proceed as follows:
 - ✓ remove them from wet packaging as soon as possible
 - ✓ arrange in such a way that individual elements do not have direct contact with each other (e.g. by alternating layers with narrow strips of plastic or aluminum),
 - ✓ if there is any solid contamination (soil, wet cardboard packaging, etc.), wash it with running water,
 - ✓ dry them, preventing moisture from accumulating on them, or leave them in an open, dry, ventilated space to dry,
 - ✓ store in a dry place.
- cutting edges and drilling holes that occurred during assembly should be carefully cleaned of burrs and degreased, and remove any impurities (dust, oil, grease, traces of corrosion).

Damage should be repaired by painting with a zinc-rich primer, zinc paste or a technically equivalent material. The thickness of the paint coating should be at least 30 µm bigger than the required local thickness of the zinc coating.

Protection and maintenance of painted elements

The most common causes of defects in paint coatings are: mechanical damage (scratches, chips) and washing with inappropriate chemicals. Therefore, you must follow the rules described below:

- scratches and dents in the paint must not be allowed during installation;
- when cutting elements to the appropriate size, use protective tapes (e.g. painter's tapes);
- cleaning should be carried out at least twice a year;
- for cleaning, use delicate fabrics that do not scratch the surface and clean water with an appropriate, proven detergent;
- the coating must not be cleaned with a stream of steam or water under high pressure;
- if we use cleaning agents other than clean water, check the effect of the agents used for this purpose before cleaning the surface. If undesirable effects occur, you should refrain from using the tested product.
- Do not use strongly acidic or strongly alkaline cleaning agents (including those containing detergents).
- do not use salt or chemicals to remove ice near painted elements.

Protection and maintenance of elements covered with Magnelis coating or equivalent acc. to PN-EN 10346:2015-09

- The structure will be stored, assembled and used in an environment with a corrosive aggressiveness category specified in the table below for a given warranty period and a given zinc coating previously agreed with the manufacturer,
- 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,

- Elements damaged during assembly must be replaced with new ones free from defects at the buyer's expense,
- After completion of the assembly of the structure, the Purchaser shall, at its own expense, thoroughly inspect the protective 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, in the case of detecting point corrosion, the purchaser is obliged to document the discovered places photographically and send the documentation to the Producer in order to determine the harmfulness of a given phenomenon to the product. The purchaser is obliged to send a report to the Producer within 6 months of the purchase and immediately after completion of installation under pain of loss of warranty. Products made of material covered with a Magnelis coating (or equivalent) in the initial phase of use, on the edges of cut or holes, local traces of red corrosion may appear. Over time, in places where the red corrosion appears, the coating self-regenerates, i.e. the formation of oxides of substances that are part of the alloy of the Magnelis coating (or equivalent), which will create a tight protective and anti-corrosion layer separating the steel from atmospheric conditions. Detailed information regarding the Magnelis (or equivalent) coating is available upon customer request

Protection and maintenance of elements made of stainless steel and 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
- improper storage and transport
- improper selection of steel grade for the atmospheric environment in which it is used.

Storage of galvanized, galvanized and painted products, made of stainless/acid-resistant sheet metal, aluminium

Superficial dark discolorations occurring locally on products made of stainless/acid-resistant steel or aluminium do not affect the quality and functionality of the product and are therefore not subject to complaint. During mechanical processing of stainless/acid-resistant steel or aluminium, the passive layer of the element is interfered with, causing minor damage to the voltage surface of the passive layer. During contact with oxygen, substances that cause discoloration precipitate in places of small damages on the surface. This process does not take place deep into the material, the further structure remains intact. Such symptoms may occur in any conditions during transport, storage and use of the product (especially in humid conditions, the process of discoloration on the surface of the material is accelerated). Damage to the passive coating most often occurs during product assembly (e.g. through impacts, abrasions, scratches) or as a result of using inappropriate tools and abrasive materials. During assembly work, deposits may form on the products and deposits strongly adhere to the surface, which contribute to the formation of stains, discolorations or matting. They are harmless to the product and can usually be cleaned. Stainless steel is characterized by the fact that it does not require additional anti-corrosion protection after processing. Despite this, maintenance and cleaning are required during the use of the material in order to maintain its aesthetic appearance for a longer period of time.

The frequency of cleaning and maintenance of the assortment depends on the conditions of use and the degree of exploitation. If dirt appears on the products, the coating should be cleaned and protected.

Methods of cleaning and maintaining stainless/acid-resistant steel and aluminium

The method of processing and the proper selection of the type of material for the prevailing weather conditions is an extremely important factor that affects the quality of the surface during the operation process.

- superficial discolorations and dust occurring during use of the products can be removed using, for example, a cloth, suede leather or a sponge;
- steel pads or wire brushes must not be used to scrub the products. They may leave small particles of soft steel deposited on the surface of stainless steel or aluminium, which will consequently lead to discoloration or, in case of deeper interference, even corrosion of the material;
- local discolorations caused by fingerprints, dust or rain can be easily and quickly removed by wiping the product;
- local dirt or traces of grease, if minor, can be removed using water with an appropriate detergent, in case of heavy dirt, use special chemicals for cleaning and maintaining stainless/acid-resistant steel or aluminium;
- alcohol-based agents are acceptable for cleaning (they do not affect the anti-corrosion coating of the material);
- if iron particles appear on the elements as a result of construction works (e.g. chips during cutting with a grinder, welding, scratching with a sharp element made of soft steel), they should be removed immediately. These particles will be susceptible to the corrosion process, which will have a destructive effect on the passive layer of the stainless steel element and may lead to corrosion of the material. Deposits with iron particles should be removed mechanically or with dedicated chemicals;
- special care should be taken during installation (it is best to install stainless steel products in the last stage of work). In the event of deeper damage and the appearance of the so-called corrosion pits, it is necessary to etch the place with acid and protect it with a passivating agent. Please note that the etching process may cause irreversible loss of the aesthetic appearance of the product;
- after cleaning, it is recommended to additionally polish with a dry, soft cloth;
- agents containing chlorides should not be used for cleaning, and silver cleaning agents are prohibited.

The frequency of cleaning and maintenance works depends on the environment of use, the degree of dirt and operating conditions. It is usually recommended to clean stainless steel products once every 12 months in the case of minor contamination or every 6 months in the case of large contamination.

Procedure and maintenance steps in the event of traces of corrosion:

- **mechanical cleaning.** Clean places with surface corrosion using an abrasive cloth and wipe them with a dry, clean cloth;
- **chemical cleaning.** Apply a thin and even layer of an appropriate chemical agent to the cleaned surfaces, e.g. using a brush. After approximately 5 minutes (time depends on the type of chemical used), wash off the chemical with a damp cloth. The cloth should be regularly rinsed in clean water or replaced with clean water. Special care should be taken to ensure that no other elements near the elements being cleaned are splashed. Then wipe the wet surface dry using, for example, a towel made of soft fabric or paper.
- **Passivation.** Cleaned, dry surfaces should be preserved with a passivation agent using a sponge or spray to create a thin, even protective layer. The above activities should be performed manually without the use of power tools. If there are other elements under the cleaned products and there is a risk of splashing them, they should be covered, for example, with thick painting foil. Do not use mortar removers or substances containing hydrochloric acid, bleach or silver cleaning agents to clean stainless steel.

Do not use carbon steel wire brushes, steel cleaning wool, or steel scrubbing pads.

II. Loss of guarantee

1. The warranty does not cover:

- mechanical damage and defects resulting from them, in particular damage to protective coatings, arising during transport, storage, assembly, operation and maintenance;
- damage resulting from improper installation and/or operation of the products in conditions or in a manner inconsistent with the manufacturer's specifications/instructions (exceeding permissible loads, damage caused by environmental conditions, etc.);
- product damage due to improper storage (mechanical damage, discoloration, stains, white corrosion);
- damage resulting from the use of salt and chemicals to remove icing near stored or installed products;
- damage resulting from design changes or use of products contrary to their intended purpose;
- damage resulting from installation of products on concrete surfaces before the end of the concrete setting period, i.e. achieving 100% concrete strength and cessation of chemical emissions (installation on the so-called fresh concrete);
- damage caused during transport using means of transport external to the Manufacturer;
- failure to comply with the obligation to perform periodic maintenance inspections, if required;
- other damage resulting from improper use of the products;
- damage resulting from random events (fire, flooding, destruction resulting from terrorist and war activities, etc.);
- the occurrence of arrears with the payment for the products exceeding 90 days from the invoice due date.

2. The warranty does not cover normal operating activities such as cleaning and maintenance.

3. The entity responsible for the operation of the structure is obliged to carry out maintenance inspections at intervals no longer than 12 months, consisting in removing dirt (residues of chemical agents, greases, oils and other dirt that may damage the anti-corrosion coatings), and filling in coating defects and checking connections. After performing the maintenance, the entity responsible for the operation of the products is obliged to send to the Producer a report with full photographic documentation showing the condition of the installation before and after the work was completed within 30 days of the inspection. The report should indicate the products covered by the warranty, the buyer's details, the proof of purchase number, and the place where the products were installed. The report should be sent to: baks@baks.com.pl. Places omitted from the report where corrosion spots appear cannot be the subject of warranty claims.

4. The cable route CANNOT be used as a communication/transport route.

III. 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.
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 (in writing form or e-mail/fax) of all of the following conditions:
 - 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. It is also obligatory to attach photos of the defective product and the environment in which it is stored and installed.
5. Once warranty claims are accepted, the manufacturer decides how they will be implemented.
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.

Note: BAKS reserves the right to introduce changes to the technical and design data included in the catalog that are considered necessary to improve the durability and functionality of the product. The purpose of the catalog is to present basic technical information about standard products manufactured by the plant.