

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.
3. 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.
4. 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.
5. The Buyer shall be understood as the entity which made a purchase directly from the Producer.
6. 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.
7. The warranty period is 10 years from the date of sale for the corrosiveness class C1, C2 or C3, provided that the user of the PV installation carries out maintenance of photovoltaic-components at least once a year.
8. In justified cases, the period of warranty may be extended by the Buyer's request following the arrangement of the conditions of storage, use and maintenance of the Products with the Producer. Any extension of the warranty period shall be certified in writing, otherwise it shall be null and void.
9. 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.
10. 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.
11. The Producer shall be liable to the Buyer only for physical defects arising from causes existing in the purchased Product itself.
12. 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 products

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, floor or ground).

Storage in inappropriate (humid) conditions may lead to condensation appearing between the surface of zinc coated or painted elements, or ones made from stainless steel. 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 steel or painted products may be protected with film, which must be removed without delay upon delivery. Leaving the protective film on products that are painted or made from stainless steel 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 products shall be protected from splashes from grinding and welding, repair or construction works as they may leave slight discolourations which may be difficult to remove. The transport, storage and assembly of the products must be performed in an environment consistent with the appropriate corrosiveness class based on the PN EN ISO 12944:2001 standard (more information in the table).

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!

Installation Proper selection of products and the correct method of installation are essential to the proper functioning of the products. Installation must be carried out in accordance with the manufacturer's instructions and/or indications.



Protection and maintenance of Magnelis coated components according to EN 10346:2015-09

The most common cause of defects in zinc coatings is improper handling of the product during storage and installation:

- products in storage (i.e. in original BAKS packaging) should be stored in dry and ventilated rooms;
- during storage, protect against changes in humidity and temperature which may cause condensation;
- if it is necessary to keep the products in the open air for a short period of time, ensure moisture removal. Use a cover ensuring breathability;
- in case of wetting of galvanised elements, the phenomenon of so-called white corrosion may occur, which does not reduce the protective layer and does not impair the corrosive properties of the coating, but does impair the appearance and aesthetics of the components. However, over time, if the components have not been dried, there is a complete reduction of the zinc coating to the point of corrosion. If wetting of galvanised components and white corrosion occurs, proceed as follows procedure:
 - ✓ remove outer packaging immediately,
 - ✓ arrange them so that the individual elements do not come into direct contact with each other (e.g. by interlaying the layers with narrow galvanised steel, plastic or aluminium profiles),
 - ✓ wash with running water if there are any solid contaminants (soil, wet cardboard packaging etc.),
 - ✓ dry to prevent moisture build-up or leave in an open, dry, ventilated area to dry,
 - ✓ store in a dry room.
- Rough edges that have been created whilst cutting and drilling for the installation, should be carefully deburred and degreased, and contaminants (dust, oil, grease, traces of corrosion) removed. Repairs should be carried out by painting with zinc-rich primer, zinc paste or a technically equivalent material. The thickness of the paint coat should be at least 30 µm thicker 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 Magnelis or equivalent coated components according to EN 10346:2015-09

- storage, assembly and operation of the structure will take place in an environment with the corrosive aggressiveness category specified in the table below for the given warranty period and the given zinc coating agreed in advance with the manufacturer,
- during the storage period, prior to assembly, structural components shall be stored on bases in such a manner as to prevent contact with the substrate, accumulation of precipitation and any other incidental deposits. Pre-packed construction elements must not be exposed to moisture. In the event of dampness the package, the elements must be unpacked and spread out until they are fully dry,
- elements damaged during assembly must be replaced with new, defect-free elements at the purchaser's expense,
- the purchaser shall, upon completion of the assembly of the structure, at his own expense, carefully inspect the protective coating and carry out a complete preservation by cleaning galvanised surfaces with neutral chemical agents to remove any remaining impurities (chemical residues, grease, oily substances and other impurities which may cause damage to the anti-coatings). Which may cause damage to the anti-corrosion coatings). After cleaning the structure, the purchaser is obliged to document with a photographic image any corrosion spots that may have occurred and to send the documentation to the manufacturer in order to establish the damage caused to the product. The purchaser is obliged to send the report to the manufacturer within 6 months of the purchase and immediately after completion of the installation under risk of loss of guarantee. Products made of Magnelis material or equivalent material may, in the initial phase of use, at the edges of the material or at the edges of the openings, become covered with a thin, superficial layer of red corrosion. In the course of time, the coating will self-regenerate, i.e. oxides of alloying substances will form on the surface. Over time, a self-regenerating effect occurs, i.e. the formation of oxides of the Magnelis material or equivalent alloying agent, which form a tight protective and corrosion-repellent layer between the steel and the atmosphere. Detailed information on the Magnelis material or equivalent is available on request



Protection and maintenance of stainless steel and aluminium components

The treatment method and the correct choice of material grade for the prevailing atmospheric conditions is an extremely important factor that affects the quality of the surface during the servicing process. The corrosion resistance of stainless steel can be maintained by cyclic surface cleaning and further improved by chemical surface treatment - passivation. The most common cause of the appearance of „corrosion“ spots is:

- contamination of the surface by particles of iron, black steel (splintering during grinding cutting, grinding, welding),
- scratches that occur at the point of friction with a sharp component made of mild steel,
- improper storage and transport,
- inappropriate choice of material grade or product protective coating for the atmospheric environment in which it is used.

Storage of galvanised, galvanised and lacquered products - made of stainless/acid-resistant steel, aluminium

Superficial dark discolourations 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 the mechanical processing of stainless/acid-resistant steel or aluminium, interference with the passive layer of the component occurs causing minor damage to the tension surface of the passive layer. Upon contact with oxygen, discolouring substances precipitate in the places of minor surface defects, causing discolouration. This process does not occur deep into the material. Further structure remains intact. Such phenomena can occur under any conditions both during transport, storage and use (especially in humid conditions the precipitation of discolouring substances on the surface of the material is accelerated). Damage to the passive coating most frequently occurs during product assembly (e.g. by impacts, abrasions, scratches) or as a result of the use of improper tools and abrasives. Under assembly conditions, strongly adhering deposits and tarnishes can form on the products, which contribute to the formation of stains, discolouration or tarnishing. These are harmless to the product and are usually cleanable. Stainless steel is characterised by the fact that it does not require additional corrosion protection after treatment. Nevertheless, maintenance and cleaning are required during the service life of the material in order to maintain the aesthetic appearance for a longer period of time. The frequency of cleaning and maintenance of the range depends on the conditions of use, and the degree of use. In the event of soiling on the products the coating must be cleaned and protected.

Cleaning and maintenance methods for stainless/acid-resistant steel and aluminium

The method of treatment and the correct choice of material grade for the prevailing atmospheric conditions is an extremely important factor that affects the quality of the surface during the service process.

- superficial discolouration and dust occurring during use can be removed with e.g. a cloth, suede leather or sponge;
- steel pads or wire brushes must not be used to scrub the products. They may leave fine particles of mild steel deposited on the surface of stainless steel or aluminium, resulting in discolouration or even corrosion of the material with deeper interference;
- localised discolouration from fingerprints, dust or rain can be easily and quickly removed by wiping the product;
- local dirt or grease marks, if they are minor, can be removed with water and a suitable detergent; for heavy dirt, use a special chemicals for cleaning and maintenance of stainless/acid-resistant steel or aluminium; alcohol-based cleaning agents are acceptable for cleaning (they do not affect the anticorrosive coating);
- in the event of iron particles on the elements as a result of construction work (e.g. grinding, welding, scratching with a sharp particles from construction work (e.g. grinding splatter, welding, scratching with a sharp mild steel component), they must be removed immediately. These particles will be susceptible to corrosion, which will have a destructive effect on the passive layer of the stainless steel component and may lead to corrosion of the material. Deposits with iron particles should be removed mechanically or with dedicated chemical agents;
- special care must be taken during installation (stainless steel products should preferably be installed in the last stage of the work). In the case of deeper damages and the appearance of so-called corrosion pits, it is necessary to etch the area 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 assortment;
- after cleaning, it is recommended to carry out an additional polishing process with a dry soft cloth;
- cleaning agents containing chlorides should not be used and the use of silver cleaners is forbidden.

The frequency of cleaning and maintenance work depends on the environment in which it is used, the degree of soiling and the operating conditions. Stainless steel products should be cleaned at least once every 12 months for minor contamination or at least once every 6 months for major contamination.

Treatment and maintenance steps in the event of signs of corrosion:

- **mechanical cleaning.** Clean areas with surface corrosion with abrasive fleece and wipe with a dry, clean cloth;
- **chemical cleaning.** Apply, e.g. with a brush, a thin and even layer of a suitable chemical agent to the cleaned surfaces. After approx. 5 min. (the time depends on the type of chemical used) wash off the chemical with a damp cloth. Rinse the cloth regularly in clean water or change to a clean one. Particular care should be taken to ensure that no other components in the vicinity of the parts to be cleaned are splashed. Then the damp surface should then be wiped dry with, for example, a soft cloth towel or paper.
- **passivation.** The cleaned dry surfaces should be treated with a passivation agent using a sponge or spray, so that a thin even protective layer is formed. The above steps should be carried out manually without using power tools. If there are other components under the products to be cleaned and there is a risk of splashing they should be covered, e.g. with thick painter's foil. To clean stainless steel, do not use grout remover products or substances which contain hydrochloric acid, bleach or silver cleaners

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

II. Loss of warranty – applies to all BAKS products (including those made with Sendzimir galvanizing, Magnelis coating or equivalent, zinc-flake galvanizing, hot-dip galvanizing, stainless/acid-resistant steel, aluminium, painted products and others)

1. The warranty does not cover:
 - mechanical damage and resulting defects, in particular damage to protective coatings caused during transport, storage, assembly, operation and maintenance;
 - damage resulting from installation and/or operation of the products under conditions or in a manner inconsistent with the manufacturer's specification (exceeding the permissible loads, damage caused by environmental conditions, etc.);
 - damage to products due to improper storage (mechanical damage, discolouration, stains, white corrosion);
 - damage caused by the use of salt and chemicals for de-icing in the vicinity of stored or installed products;
 - damage resulting from structural changes or the use of products contrary to their intended use;
 - damage resulting from the installation of products to concrete surfaces before the end of the concrete setting period, i.e. when 100% of the concrete strength has been reached and the cessation of emission of chemical secretions (installation on so-called fresh concrete);
 - damage occurring during transport using means of transport external to the Manufacturer;
 - failure to comply with the obligation to carry out periodic maintenance inspections, if required;
 - other damage resulting from improper use of the products;
 - damage resulting from adverse events (fire, inundation, damage resulting from acts of terrorism and war, etc.);
 - occurrence of payment arrears for the Product exceeding 90 days from the due date of the invoice.
2. The warranty does not cover normal operational maintenance activities, such as cleaning and maintenance.
3. Products installed at the destination must be subjected to periodic maintenance at intervals not exceeding 12 months consisting of removal of soiling (chemical residues, grease and oil residues and all other soiling which could damage the anticorrosion coating) and restoration of the coating. After maintenance, a report with full photo documentation showing the condition of the installation before and after the work is carried out must be sent to the manufacturer and after the works have been completed within 30 days of the completion of the maintenance under risk of voiding the guarantee. The report should indicate the products covered by the guarantee, the purchaser's details, proof of purchase no. the place where the products were installed. The report should be sent to: baks@baks.com.pl. Areas omitted from the report where corrosion appears cannot be the subject of a warranty claim.
4. The cable route MUST NOT be used as a communication/transportation route, it is not allowed to walk on it and/or lay objects, e.g. during installation work, inspections, etc. Damage resulting from improper operation is not covered by the warranty.

III. 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 be satisfied in order for a claim under the warranty to be handled:
 - ✓ the product's name, catalogue number, purchase date, the number of the packing list document or the purchase invoice,
 - ✓ details of the damage to the products and the surroundings 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.

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.