

POWDER COATING WARRANTY TERMS AND CONDITIONS

1.1 WARRANTY PERIOD

Warranty period commences on the day when products are delivered and is only applicable to original non-processed fencing panels.

Warranty period's duration depends on climate class and kind of treatment, both of which are listed in the table underneath. This warranty is only valid if products have a Van Merksteijn-applied coating.

Substrate + treatment	Climate Class				
	C1-inside	C2	C3	C4	C5 I/M
Hot dip galvanised EN ISO 1461 + powder coating Galvanised steel $\geq 80 \mu\text{m}$ + chemical pre-treatment + $\geq 80 \mu\text{m}$ polyester powder coat	10 years	10 years	10 years	5 years	0 years
Galvanised wire + powder coating Galvanised wire $\geq 40\text{gr./sq.m}$ + chemical pretreatment + $\geq 80 \mu\text{m}$ polyester powder coat	10 years	10 years	10 years	5 years	0 years

10-year decreasing warranty, based on the project's invoiced lacquer value

0	-	1 year	100%
1	-	2 years	90%
2	-	3 years	80%
3	-	4 years	70%
4	-	5 years	60%
5	-	6 years	50%
6	-	7 years	40%
7	-	8 years	30%
8	-	9 years	20%
9	-	10 years	10%
>	-	10 years	0%

5-year decreasing warranty, based on the project's invoiced lacquer value

0	-	1 year	100%
1	-	2 years	80%
2	-	3 years	60%
3	-	4 years	40%
4	-	5 years	20%
>	-	5 years	0%

1.2 CLIMATE CLASS DESCRIPTION

C1	inside: heated buildings with pure atmosphere (shops, offices etc.); outside: not applicable
C2	inside: unheated buildings with possible condensation (sports hall, warehouse, etc.) Outside: atmospheric conditions with low levels of pollution, mostly rural
C3	inside: production areas with high humidity and some air pollution (laundry, brewery, dairy factory, etc.) Outside: city or industrial environment with an average SO_2 pollution; coastal areas with low salinity
C4	inside: chemical factories, swimming pools, ship yards in coastal areas; outside: any industrial environment with high SO_2 pollution and coastal areas with an average salinity
C5/I	inside: buildings or areas with almost permanent condensation and high pollution; outside: any industrial environment with high humidity and aggressive atmospheric conditions
C5/M	inside: buildings or areas with almost permanent condensation and high pollution; outside: all coastal and inland regions with high salinity 2 km from the coastline are classed as C5 – including all open connections to the sea

During the warranty period, which commences on the first delivery date of any treated goods subject to the warranty, these products shall provide adequate protection against substrate pollution caused by external nonmechanical influences.

Any warranty period shall not be extended or renewed because of repairs and/or any restoration works.

2.1 WARRANTY FEE

Coating is explicitly warranted in case of any damage resulting from:

- debonding, flaking, blistering and cracks;
- corrosion with a rust degree higher than Re3 according to EN ISO 4628-3;

No applied powder system shall degrade harmfully, nor shall it discolour or turn white obnoxiously, in compliance with the powder system's specifications.

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2.2 WARRANTY CONDITIONS

Warranty only applies if it has been formally issued and signed by Van Merksteijn. Van Merksteijn shall not issue any or a limited warranty if products are fitted at the customer's or their authorised representative's explicit request but against Van Merksteijn's advice.

Coating defects which constitute less than 3% of a delivery or of the total project surface or which cannot be seen with the naked eye from a distance of at least 5 metres outside and 3 metres inside, shall be considered normal wear and tear and are therefore excluded from this warranty. Warranty is void if:

- customer has not fully paid their purchase;
- Van Merksteijn have not received any reports and/or written notification concerning any damage claims within one week after delivery;
- products have not been maintained according to the advised method (see 6.2);
- coating systems from another supplier than Van Merksteijn have been applied;
- complete or partial replacement has taken place with products not supplied by Van Merksteijn.

2.3 WARRANTY EXCLUSIONS

Is excluded from any warranty, any damage caused by:

1. Any damage caused or applied by insured party either intentionally, knowingly or by gross negligence, even if such damage was caused with their complicity by transport damage and any coating damage caused by assembly work.
2. Damages caused by:
 - war, civil war, acts of terrorism or sabotage, revolts, riots, public riots, strikes, lock-outs, requisition, embargos, epidemics, accidents and any similar facts;
 - volcanic eruption, earthquake, flood, tidal wave and every other natural disaster of catastrophic nature;
 - direct or indirect consequences of explosions, heat developments of more than 100°C, radiation, atomic nucleus, radioactivity, ion radiation, toxic, explosive or dangerous nuclear fuel or waste;
 - molest or other unforeseen circumstances.
3. Damages due to non-compliance with the rules on which the approval of the warranted products, profiles or materials was based.
4. Damages caused by fundamental changes to the warranted products, profiles or materials.
5. Damages caused by explicitly stated professional misconduct by insured party, more specifically non-compliance with laws, rules or practices which regulate the business sectors of the insured party.
6. Any damages to the powder coating due to:
 - abnormal use, normal wear and tear and ageing;
 - distortions, bending, extending, torsion and/or evolutions of the support surface;
 - shocks or bumps of a mechanical origin;
 - important and serious thermal shocks or bumps;
 - ejections and fumes from chemicals, except when homologated by an expert;
 - any support surface or substrate which was not pre-treated in accordance with the specifications stated by insured party;
 - an abnormal movement or subsidence of the construction work;
 - increasing humidity, coming from foundations or extensions;
 - water infiltrations along uncoated surfaces;
 - structural defects of the treated surfaces;
 - thermal shocks and/or prolonged exposure to temperatures between -20 °C and 50 °C;
 - defects caused by mechanical damage, mechanical shocks, important thermal shocks, friction of blunt objects, splashes and fumes from chemicals and metal dust.
7. All damages to third parties and all damages insured by a liability insurance:
 - are for example excluded: all harmful effects of a defect in the products, profiles, materials or works if this defect was known by the insured party or if it was mentioned by them;
 - are for example excluded: all direct or intangible damages such as loss of enjoyment, unemployment, immobilisation, depreciation, reimbursements or fines for delays, loss of customers, etc. ...;
 - are for example excluded: all damages caused by the decennial liability, articles 1792 and 2270 of the civil code, or similar articles of another code.
8. All damages to the powder coating whose actual application was not done by either the insured party or the clients.
9. This guarantee on the other hand could be the subject of specific exclusions in the expert's reports.
10. All damages to products, systems, or methods which were made outside of the occasion dates as determined in above mentioned article no 9.
11. All damages to powder coating which was directly exposed to a seriously corrosive or aggressive environment, such as direct pollution or deterioration by factory smoke or chemicals. Insurance company and expert shall judge jointly in such a case. In case of disagreement, the expert's opinion shall decide.
12. Damages due to one or more galvanic couples (several types of metal).
13. Damages caused by contact with liquids or materials which the powder coating is not chemically resistant against.
14. Non-justifiable delays in the execution of repairs or any preventive adjustments which were decided upon as a result of inspections, checks or tests.
15. All damages caused by the provisos raised by expert or customer(s) at the moment of hand-over of projects/works, subject to those provisos not having been lifted.
16. All damages caused by careless cleaning of treated surfaces with for example products which should not be used in the first place (see underneath for a list)
17. Late notification of damages; i.e. no written complaint from the insured party within 5 working days after receipt.
18. All damages caused by a continuous or abnormal immersion in aqueous solutions (retention). Defects because of standing water, permanent or changing loads because of moisture or condensation.
19. All damages caused by applying products that no longer meet the set quality requirements from the supplier. (including use of coating products outside the determined periods).
20. Total or partial replacement of treated materials, structures or profiles (substrates) or parts thereof.
21. Defects of any kind and size, resulting from repairs.
22. External factors of which the occurrence could not be foreseen when technical advice or specifications list was provided. This also includes the incorrect stress grade specification (climate class).
23. Actions by third parties, be they the warrant holder or their personnel.
24. Moss or crusting, grass or plants which are growing too close to it, contact with unforeseen waste.
25. Defects caused by places where the powder's curing curve can barely be realised because the location has too big a heat content (surface in relation to content).
26. In the event of late notification, all defects caused by the inability to timely adjust and/or repair them, shall not be covered by this warranty.

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3.1 TRANSFER OF OWNERSHIP

WIn case of transfer of ownership of the product in question and at the written request of the warranty holder and new owner addressed to both guarantors, transfer of the warranty with respect to the remaining warranty period can take place, provided however, that the product's purpose does not change. The new owner shall receive written notification, after approval by the guarantors, of the transfer of warranty which shall only be valid with respect to the new owner by such confirmation.

4.1 DAMAGES

In the event of any damages, written notification must be filed within 5 days after ascertaining these damages, which will detail any shortcomings and any proposed repair possibilities to be executed as quickly as possible.

The guarantors must immediately be informed in writing by registered mail of all types of defects which can be repaired. The date of receipt of this letter shall be the starting date of the claim.

Van Merksteijn or their expert shall decide on the usefulness of summoning as soon as possible all parties concerned, in order to ascertain any damages and determine all necessary repair works.

All expertise costs shall be borne by the insured party.

Warranty holder shall at all times allow and enable, both during the works and thereafter, control and inspection by or on behalf of the guarantors. Warranty holder also agrees to have those ascertained defects immediately repaired and paid for which can influence all defects subject to this warranty.

For identification of any treated material, invoice date shall determine start date of any insured material.

For any ascertained defects, all guarantors shall ensure that all repair work shall take place in compliance with following conditions:

Any warranty is limited to, at the most, an amount equal to the amount (excl. VAT) for which the powder coated project, or parts of the project, respectively were accepted (excluding index / inflation) or executed (excl. 10% own risk)

Are excluded from any repair costs:

- Disassembly costs
- Equipment costs such as lift trucks, cranes etc, . . .
- Substrate replacement costs
- Any research costs made by third parties
- Any consequential damages in their broadest sense

Warranty holder must in compliance with this warranty agreement have any repair work subject to this agreement done by the guarantors or their preferred partners. In case one guarantor cannot comply with their obligations resulting from agreement, it can be agreed with the remaining guarantor which company shall execute any repair work on behalf of the warranty holder and which company shall, on behalf of the guarantor, supply all materials needed for these repair works.

If the warranty holder decides to have the repair works executed either not at all or in any other way, then this agreement shall become immediately and without notice or judicial intervention annulled without the warranty holder being able to derive any rights from it with respect to the guarantors, who shall simultaneously be considered to be discharged from any obligations resulting from this warranty

5.1 THE INSURED PARTY'S DEMONSTRABLE OBLIGATIONS

All coated materials shall be exposed to conditions, which are considered normal at the product's location and the product's use and environmental influences shall be assumed as remaining the same in accordance with its purpose as they were at the moment of coating in compliance with its stress grade (= climate class).

No relevant change shall occur in the environment and its influence on the coated materials. Warranty holder cannot derive any rights from this agreement until after all obligations with respect to the person applying it have been fulfilled. Any invocation of this warranty agreement does not entitle the warranty holder to suspend their payment obligations with respect to the guarantors.

6.1 INSPECTION

All products must be inspected by warranty holder at least once a year and any necessary paperwork must be provided as proof.

6.2 CLEANING

In woodlands coating can get polluted because of algae growth for example, but also because of iron and/or copper particles attaching themselves to the coating. In coastal areas, up to approx. 25 km inland, it is mainly chlorides (salt particles) which affect coating and in urban and industrial areas, it is the acidic environment which pollutes coating on a daily basis. In addition to these specific forms of pollution, particulate matter also rains down daily in all nooks and crannies where it gets attached to all coating.

For coated products to be taken proper care of, they must be cleaned at least once a year (up to C3) and in more polluting environments (C3, C4) more often (at least twice a year) in compliance with following guidelines. All necessary proof relating to these practices must be provided.

Any cleaning frequency is largely determined by the degree of pollution, the nature and degree of importance and by visual aspects.

In addition to pollution, all coated surfaces are also regularly cleaned by rain. Any coated surface subject to this important natural cleaning process shall be less polluted than those parts which are sheltered or underneath walls.

It is the task and responsibility for any cleaning company to advise the most efficient method per situation. Usually, following standard cleaning process is sufficient:

- all products which require cleaning must be cold (max 25 °C).
- remove all coarse dirt by spraying clean tap water. Do not use high pressure washers.
- spray/mist with neutral or weak alkaline cleaning products, not acid ones, and leave them to soak. No cleaning products must ever affect any coating nor any adjacent materials. Do not use any organic solvents containing esters, ketones, alcohol, glycol ether or halogenated hydrocarbon etc.

Do not use bleach, or any other aggressive products like laundry or washing-up detergents. Do not use any cleaning products of an unknown origin. Use pH-neutral cleaning products which are also environmentally friendly (glass, rubbers, sealants, plastics etc).

Removing greasy, oily or soot-like substances can be done using flavourfree fuel hydrocarbon products, which are also suitable for removing remainders of stickers, silicone rubber or adhesive tape etc. It is important that these remainders are removed immediately.

Maximum soaking time of these products must not be more than one



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hour and at least 24 hours later the cleaning procedure may be repeated, if necessary.

Only neutral products with a PH-value between 6 and 8 can be used.

- Manually remove any dirt from the surface using “non-woven nylon” white hand pad. Never use any abrasive and/or scratching (abrasive) cleaning products and/or tools. Emery cloth, sandpaper, steel wool, scotch-brite, wire brush and other similar coarse tools and materials must not be used.
- Subsequently rinse thoroughly with tap water and maybe use some wax in the last bit of rinsing water to provide an extra protective layer. Notwithstanding the application of excellent UVresistant powder coating and even with regular careful cleaning, treatment with a wax-like product makes sense in order to provide an extra protective layer.
- Do not rub too forcefully in order to prevent coating damage.
- After cleaning, inspect coating for defects and have these immediately repaired professionally, should there be any.
- Stickers, grout, sealants, Scotch tape and masking tape can contain harsh chemicals and must therefore be tested before use whether they are suitable for the coating in question. Solar effects shall only enhance these chemicals’ aggressive properties.

7.1 APPLICABLE LAW

Only Dutch law is applicable to this agreement.