



Conditions

Declaration

Any defect for which a guarantee claim is being made must be notified to Quali'metal System in writing within one week of being identified, under penalty of dissolution of the right to appeal to the guarantee. Any form of compensation is excluded in case of the belated declaration to be admissible, the guarantee claim must be accompanied by a copy of Quali'metal System invoice and a copy of the order form, with information with information regarding the building site added.

Extent of the Guarantee

The following items are covered by the guarantee (As indicated on the order)

- Repairs on-site.
- Re-delivery of the faulty product
- Fabrication costs
- Removal and refitting costs.

The total liability is restricted to three times the value invoiced by Quali'metal System for the faulty material. Furthermore, in all cases of damage, the most economical solution for all parties is pursued. The Excess per claim amounts to 500 Euro. Compensation under this guarantee is in all cases limited to 500.00 euro per claim.

Validity

The guarantee is exclusively valid if the following conditions are fulfilled. If one of these conditions is not fulfilled, all rights of guarantee dissolve. The onus of proof that these conditions were fulfilled falls on the party which appeals to the guarantee.

- The Aluminum Construction was fabricated using appropriate skills and to an industry- accepted level of craftsmanship and according to Quali'metal catalogues and Quali'metal processing and maintenance regulations.
- The protection regulations were observed, paying special attention to the following points:
 1. After cutting and preparing, the non-protected parts must be debarred, degreased and protected with the products prescribed by Quali'metal System.
 2. The aluminum construction must be systematically protected during transport and fitting and this by means of protection tape prescribed by Quali'metal System. This tape must be applied on a clean surface and must be removed after a maximum of 6 months.

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- The aluminum constructions were regularly and competently maintained, using non-aggressive cleansing agents in accordance with the aluminum profiles processing and maintenance regulations, and particularly according to the following cleansing instructions.
 1. **Method:** The aluminum should be cleaned with the tepid water with a non-aggressive, pH –neutral, non- acetose detergent, not containing ammonia. After cleaning, product should be applied to preserve the color and gloss.
 2. **Frequency:** In rural atmospheres and if the aluminum constructions are exposed to the rain: twice a year. In all other cases: 4 times a year. For Coatex/ Powders/colors: in rural atmospheres 1 time a year; in all other cases 2 times a year.

The Aluminum maintenance regulations form part of this contract.

- In case of painted constructions fitted near the coast (<10) or in an industrial area in a very aggressive atmosphere (e.g. pools, laboratories etc.), a prior agreement was reached with Quali'metal System regarding a specific painting process/ anodizing thickness, adapted to the circumstances, and the special processing and maintenance regulations regarding this painting process were observed.

Exclusions

The guarantee is not valid in the following cases:

- Damage caused deliberately or because of serious human error.
- Damage caused by circumstances beyond one's control, such as:
 1. Civil war, acts of terrorism or sabotage.
 2. Uprising, revolts, riots, strikes, lock-outs, claims.
 3. Volcanic eruptions, earthquakes, floods, tidal waves and all other natural disasters.
 4. Direct or indirect consequences of explosions development of heat over 80°C. radioactivity, ionic, poisonous, explosive or dangerous nuclear fuel or waste.
- All damage to the surface of mechanical origin.
 1. Due to non-observance of the processing and maintenance regulations, wear or normal ageing.
 2. Due to deformations of mechanical origin.
 3. Which does not influence the normal aesthetic aspect of the aluminum constructions.
 4. Due to cleaning with liquids or by liquids or materials which the surface treatment cannot chemically resist.

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- All claims for compensation of damage resulting from the initial damage, such as loss of enjoyment, immobilization, depreciation, loss of customers, etc.
 - Damage due to the improper use of the aluminum constructions.
 - Irresponsible delay in the execution of repairs or possible preventive touching-up which was decided on as a result of inspections, controls or tests.
 - Damage as a result of a continuous or abnormal immersion in watery solutions, except in case of explicit prior acceptance by Quali'metal System expressed in writing.
 - Direct or indirect damage as a result of the development of cracks, brusts or corrosion in the aluminum construction which were deformed or bent after the application of paint or anodizing.
 - Damage due to contact with materials, such as curtain metals (copper, lead..) which can cause a galvanic, timbers (oak, walnut,...) which can secrete an acid which can corrode the metal, and lime or cement which are very alkaline and which can permanently damage the surface.
 - When the contractor does not fulfill his payment obligations or did not fulfill them punctually.
 - When third parties, without explicit prior acceptance by Quali'metal System expressed in writing, have carried out work on the aluminum constructions.
 - When special regulations regarding the painting processes and maintenance to be applied where the aluminum products are located in special atmospheres (near the coast, industry, aggressive atmospheres, etc.) were not observed.
 - Color differences which could be noticed BEFORE fitting should reported before fitting and can consequently not give for replacement of the elements.
 - Non-standard colors: for these a guarantee is only given with regards to adherence properties and/ or visual aspects.
 - Materials put at the disposal by the customer: no guarantee is given with regard to corrosion or filiform corrosion.
 - The system guarantee is no longer valid if not in the scope of Quali'metal's works.

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Insurance

Quali'metal System has acquired an insurance policy to support this guarantee- policy ... to the value of... to specific cover or cover exceeding this amount can be arranged by mutual agreement.

Period of validity of the guarantee

This guarantee applies to deliveries from...onwards until the ...The guarantee period comes into effect on the date of Quali'metal Invoice. The guarantee period shall not renewed or extended by repairs.