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## General warranty conditions

### **I. PRELIMINARY PROCEEDINGS:**

1. ANODAL LIMITED LIABILITY COMPANY COMMANDITE PARTNERSHIP with its registered office at Matuszewska Street, 03-876 Warsaw, entered into the register of entrepreneurs kept by the District Court for the Capital City in Warsaw, 13th Commercial District of the National Court Register, under National Court Register No. 0000428793, having Tax ID No. (NIP) 1132316410, Statistical IP No. (REGON) 017345830 (hereinafter referred to as "ANODAL"), under the terms stipulated in the present "General warranty conditions" (hereinafter referred to as "GWC"), gives a warranty (hereinafter referred to as "the warranty") on the provided services of anodising and colouring of aluminium, its alloys of mechanical and chemical treatment (passivation).
2. In relation to providing the warranty, pursuant to Art. 558 paragraph 1 of the Act dated 23 April 1964 – civil code, ANODAL excludes the liability for surety on the provided services.
3. The present GWC are valid as on [01.10.2023].

### **II. WARRANTY PERIOD:**

1. Unless GWC provide otherwise, ANODAL gives the warranty for a one-year period starting on the day of delivery. The day of delivery is defined as the day of handing over the commodity to a professional carrier regardless of which Party bears the costs of transport, or the day of collecting the commodity by the Ordering Party.
2. On the basis of separate arrangements with the Ordering Party, the warranty period may be extended to five years in the case of coating thickness of at least 20 µm and a material which is possible to be anodised.
3. The warranty cannot be extended for the time of the process of exchange or removing a defect.

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### III. THE WARRANTY INVOLVES:


1. ANODAL provides the warranty only with regard to compliance with the technical documentation delivered by the Ordering Party. The Ordering Party is not authorised to cease the payment due to issuing a complaint unless the Parties agree otherwise.
2. The warranty involves:
  - thickness of anodal coating,
  - corrosion resistance,
  - resistance of colour to alterations (light brown, dark brown, black, gold).

#### Restrictions:

On two opposite ends of profiles, handled differently than details, it is possible to see marks remaining after mounting brackets. One should project 4 centimetres (2 centimetres from each end) which can be later cut off by the Ordering Party on their own or by ANODAL for an additional charge on the basis of an explicit order.

ANODAL notifies that slight differences between colour shades might occur, which results from differences in utilised materials or technologies.


The delivered details and profiles should be ready for anodising, i.e. free from excessive amounts of refrigerants, lubricants and self-adhesive protective film, the removing of which is not included in the price. It is allowed to damage or lose not more than 3% of the amount of the delivered material in a given order. If the Ordering Party does not provide a drawing of the detail which is supposed to be anodised, ANODAL determines the method of installation and its marks.

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#### IV. WARRANTY CONDITIONS

The warranty is valid provided that the following conditions are jointly fulfilled.

- a) Details/profiles handed over for anodisation shall be made of the following alloys:
  - structural sections and details made of aluminium with the series numbers EN AW 6060, EN AW 6063, EN AW6082
  - sheeting of 1000, 5000 series
  - pure aluminium
  - any other alloys must be settled with the technology department.
  
- b) Elements and profiles handed over for anodisation shall be free of corrosion and other defects of the material (see point VI), mechanical damage, excessive amount of refrigerants, lubricants, self-adhesive protective film, adhesive tape.
- c) The aluminium structure was made without the use of detergents, adhesive agents, sealing agents or agents causing permanent damage of the anodised layer structure (for example a change of colour, pits, etc.), including damage appearing after some time.
- d) Elements after the mechanical treatment shall be made in accordance with the general rules followed in the aluminium locksmithing line of work and in accordance with workshop catalogues of aluminium locksmithing producers within the scope regarding the treatment.
  - The mechanical treatment was carried out with the use of refrigerants, lubricants, silicones, mastic and glazing putty which do not damage the anodised surface, have certificates, neutral pH (approx. 7) and do not contain substances that are harmful for the varnish and oxide coating.
  - After the mechanical treatment the surface of aluminium was degreased and protected with products which do not damage the anodised surface.


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- e) At the moment of preparing an offer the Parties shall consider and accept the offer which includes the price, anodisation type and mounting marks, risk.
- f) The commodity was properly prepared for transport and properly secured by a carrier.
- g) Details/profiles shall be protected from being connected directly with other metals.
- h) Profiles and details shall be cleaned in an appropriate way with mild detergents the pH rate of which is between 4,5 and 9.
- i) After the anodising process, elements shall be utilised, conserved and stored in standard atmospheric conditions in terms of temperature and pressure, without aggressively affecting factors.
- j) The Ordering Party protected the anodised coating from mechanical damage (for example damaging the coating by utilising prohibited materials, such as sandpaper, wire brushes, etc.).
- k) Blind holes of details were tightly sealed by the customer with seals made of acidproof materials intended for galvanisation.


#### **V. WARRANTY EXCLUSIONS:**

The warranty of making an anodised coating and corrosion resistance does not include:

- services of removing and reapplying the anodic layer on the same coating.
- mechanical and chemical damage of coatings, in particular those ones which are subject to the influence of aggressive environment (for example steam environment, substantial pollution with sulphur, carbon, nitrogen oxides and dust); damage which was caused by the contact between the anodised coating and alkaline and chemically aggressive substances.
- coating damage resulting from improper or careless transport, namely scratches, mechanical damage of an element on the anodic coating.
- details in which other structures were mounted (for example bolts, rivets, screws) because they make it impossible to verify the notice of complaint.

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- coating damage which occurred after handing over the aluminium elements to the Ordering Party and resulted from the Ordering Party's or third party's actions, including installation or construction faults or other faults lying in the user.
- coating damage resulting from the circumstances which cannot be controlled, namely due to acts of God, natural disasters, sudden changes of temperature (thermal shock).
- coating damage resulting from normal wear and tear of the coating or a natural aging process.
- surface deformations resulting from excessive tension caused by non-allowable loading of aluminium elements, or resulting from the mechanical or plastic treatment carried out after the anodising process.
- stains and discolorations which are a natural element of exposing aluminium elements to UV light or other atmospheric factors.
- coating defects caused by installing aluminium elements along with materials such as some metals, for example steel, copper or lead, which cause galvanic corrosion.
- coating defects caused by installing aluminium elements along with some kinds of wood, for example oak and walnut tree.
- coating defects connected with galvanic corrosion caused by utilising inappropriate alloys of materials.
- coating defects connected with improper conservation of elements (proper conservation, see point VII).

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## VI. DEFECTS OF MATERIALS

Defects of materials on raw aluminium structural sections, as well as on sheeting and aluminium products, which are still visible after the anodisation process and disclaim all warranty conditions include:

- 1) A bulge on the entire cross-section.
- 2) Transversal cracks appearing on the edges.
- 3) Gallings, snags.
- 4) Small and more compressed snags and bulges.
- 5) Linear scuffings of a drawn material.
- 6) Surface blisters appearing in the direction of drawing.
- 7) Small superficial bulges. This defect can be noticed while brushing and etching.
- 8) Deep blisters (visible to the naked eye) which are mostly raised while anodising.
- 9) Marks of straightening, rows of parallel glittering sections.
- 10) Fogginess, stripes and smudges. This defect is not visible on a raw structural section but after anodising it becomes particularly visible in the form of darker or lighter sequences.
- 11) Scrapes appearing at points of friction of structural sections during transport as well as mechanical damage, snags and scuffings.
- 12) After anodising, the material has grey colouring, the cause of which is the excessive amount of metals (silicon) in the aluminium alloy.

## VII COATING CONSERVATION

1. In order to prevent the accumulation of dirt on the surface, it is recommended to wash the elevation/elements of fenestration joinery at least four times a year. Parts of the construction which are not exposed to rain should be washed with the same frequency as washing the windows. Elements which have not been cleaned for a few years generally need to be cleaned with abrasive materials that might cause damage to the coating.

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2. In areas where the coating might come into contact with concentrated atmospheric (chemical, etc.) pollution, in industrial and marine areas it is necessary to increase the frequency of cleaning, for example once a month.
3. Using organic solvents for cleaning or conservative works is non-allowable.
4. In order to wash anodised aluminium profiles it is necessary to use exclusively liquids with neutral pH, taking into consideration recommendations of the producer regarding the application of the utilised preparation. Only soft cloths can be used for cleaning. After being washed, the anodised profiles need to be rinsed with clear water and dried with a soft cloth.
5. Acid or/and alkaline chemical agents cannot be used for cleaning anodised surfaces.

Complaints can be filed by sending an e-mail message to the address [handlowy@anodal.pl](mailto:handlowy@anodal.pl) with a detailed description of the defect and enclosed photographic documentation. ANODAL shall decide within 14 days whether the complaint is accepted or rejected.

Date of realisation 1.10.2023 VERSION NUMBER 1

Realised by: Iwona Sujecka, Krzysztof Klejny, Przemysław Adamus

Accepted by : Chairman Marcin Sujecki