

GUARANTEE BALAK FENCES N.V.

GUARANTEE FOR HOT DIP GALVANISED AND/OR POWDER COATED FENCING PANELS

1. Definition

Balak Fences N.V. (hereinafter referred to as "Balak Fences") provides a guarantee for its hot dip galvanised steel ST37-2 fencing panels, from the date of the purchaser's sales invoice.

2. Period

This guarantee is given degressively for a period of 10 years, (-10 % per year).

3. Subject

The guarantee is only given:

- For the original (untreated or unadapted) fencing panels
- Provided the fencing panels are used / placed in surroundings, in which the temperatures do not fall below – 20 °C or rise higher than 50 °C, and provided that the fencing panel is installed at a temperature not below 0°C
- Provided that Balak Fences has been notified in clear terms of the alleged shortcoming, within a period of 30 days from its establishment, and a description is given of the alleged shortcoming.

Should Balak Fences not accept this shortcoming, Balak Fences hereby agrees that it will have an independent study bureau conduct the necessary mutually agreed findings. The costs of this are only to be borne by Balak Fences, if it is established that the shortcoming is attributable to Balak Fences.

4. Scope

Balak Fences undertakes to replace the materials affected by the use, or to pay a sum of compensation corresponding to the estimated repair costs, with the value of the replacement or the estimated repair costs taking into account the depression mentioned above. No other guarantee is to be given, nor any contribution to other, direct or indirect costs.

5. Exclusions

- The guarantee is not granted if the invoice for supply of the fencing panels, which are alleged to display a flaw, has not been paid in full;
- The guarantee is not granted if the reporting of the alleged flaw and its description has not occurred in a timely manner;
- White corrosion caused by the natural oxidation of the pure zinc layer, is not included;
- Corrosion originating from non nickel-plated and/or coated parts / mechanically damaged areas is not included;
- No guarantee is given for fencing panels, which, following a surface treatment, have undergone a change, which affects the original form, execution or application;
- No guarantee is given in the event of a limited number of corroded spots, as long as no more than 0.5 % of the total surface area is affected;
- No guarantee is given in the event of damage arising due to the breach of the minimum and maximum temperatures, or for damage that has arisen due to fire, war, revolt or natural disasters;
- The guarantee does not apply if the damage has arisen due to aggressive materials, or improper use of the fencing panels supplied;
- Nor is the guarantee applicable if the cause of the damage can be demonstrated to have occurred elsewhere than during manufacture.



GUARANTEE BALAK FENCES N.V.

GUARANTEE FOR ELECTROPLATED AND POWDER COATED FENCING PANELS

1. Definition

Balak Fences N.V. (hereinafter referred to as "Balak Fences") provides a guarantee for its electroplated steel ST37-2 fencing panels, from the date of the purchaser's sales invoice.

2. Period

This guarantee is given degressively for a period of 10 years, (-10 % per year).

3. Subject

The guarantee is only given:

- For the original (untreated or unadapted) fencing panels
- Provided the fencing panels are used / placed in surroundings, in which the temperatures do not fall below – 20 °C or rise higher than 50 °C, and provided that the fencing panel is installed at a temperature not below 0°C
- Provided that Balak Fences has been notified in clear terms of the alleged shortcoming, within a period of 30 days from its establishment, and a description is given of the alleged shortcoming.

Should Balak Fences not accept this shortcoming, Balak Fences hereby agrees that it will have an independent study bureau conduct the necessary mutually agreed findings. The costs of this are only to be borne by Balak Fences, if it is established that the shortcoming is attributable to Balak Fences.

4. Scope

Balak Fences undertakes to replace the materials affected by the use, or to pay a sum of compensation corresponding to the estimated repair costs, with the value of the replacement or the estimated repair costs taking into account the degression mentioned above. No other guarantee is to be given, nor any contribution to other, direct or indirect costs.

5. Exclusions

- The guarantee is not granted if the invoice for supply of the fencing panels, which are alleged to display a flaw, has not been paid in full;
- The guarantee is not granted if the reporting of the alleged flaw and its description has not occurred in a timely manner;
- White corrosion caused by the natural oxidation of the pure zinc layer, is not included;
- Corrosion originating from non nickel-plated and/or coated parts / mechanically damaged areas is not included;
- No guarantee is given for fencing panels, which, following a surface treatment, have undergone a change, which affects the original form, execution or application:
- No guarantee is given in the event of a limited number of corroded spots, as long as no more than 0.5 % of the total surface area is affected;
- No guarantee is given in the event of damage arising due to the breach of the minimum and maximum temperatures, or for damage that has arisen due to fire, war, revolt or natural disasters;
- The guarantee does not apply if the damage has arisen due to aggressive materials, or improper use of the fencing panels supplied;
- Nor is the guarantee applicable if the cause of the damage can be demonstrated to have occurred elsewhere than during manufacture.

