

## Warranty condition

### General

In these warranty terms, the following terms mean the following:

- Supplier: Privacon B.V.
- Client: The party who has given the Supplier an order for the delivery of coated materials.
- Parties: The Client and the Supplier jointly.

Subject to deviating provisions in the Supplier’s quotation/order confirmation or in the contract entered into by the Parties, the warranty conditions applicable hereunder shall generally apply to materials supplied by the Supplier for the Client.

Unless expressly stipulated in these warranty conditions, the general terms and conditions of the Dutch Fencing Industry (NHI) apply.

The Client’s own contractual terms and conditions are always excluded and shall not apply.

### Corrosion class

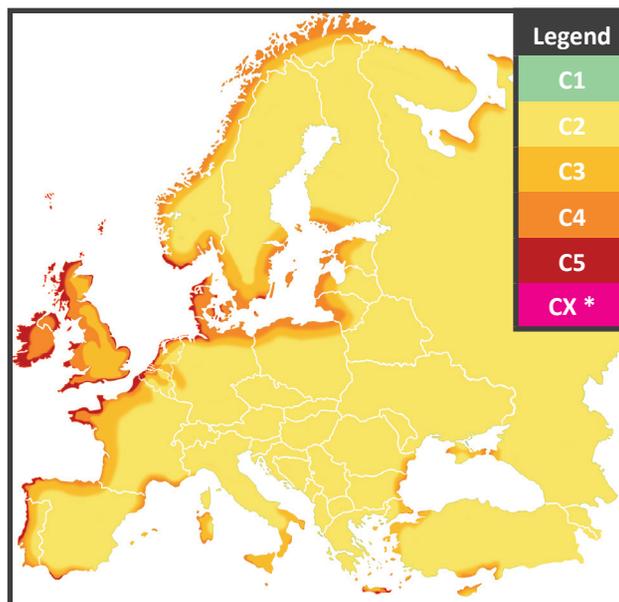
Atmospheric corrosion is classified according to ISO 9223 as corrosion class C1 to CX, with minimum and maximum corrosion loads of iron, zinc, aluminium or copper determined for each class.

The higher the corrosion load due to climatic conditions, the higher the C-class and the faster the coating reaches its minimum value.

Corrosion class	Chance of corrosion	Area description
C1	Very low	N/A
C2	Low	Rural areas (inland), atmosphere with low pollution level and low humidity.
C3	Medium	Urban and industrial areas with high humidity, moderate SO <sup>2</sup> pollution. Coastal areas with low salinity.
C4	High	Industrial and coastal areas with moderate salinity. High humidity and aggressive atmosphere. Chemical constructions with constant moisture and dirt load.
C5	Very high	Coastal and industrial areas with high humidity and aggressive atmosphere.
CX	Very high	Coastal and offshore areas with aggressive atmosphere and high salt concentrations: offshore areas, offshore wind turbines, drilling platforms.

### Map: Corrosion zones Europe

(See appendices for detail maps)



\* For this region, these are offshore projects

### Warranty in years

For products provided by the Supplier with a NEN-EN 15773 powder coating and where the product has been maintained by the Client in accordance with the maintenance advice to be found in the user manual, a warranty in accordance with the overview below applies:

Material + treatment	Corrosion class				
	C2	C3	C4	C5	CX
Black steel + blasting + chemical pre-treatment + primer + 80µ polyester	10 year	10 year	10 year	-	-
Metallised steel 40µ + 80µ polyester	10 year	10 year	-	-	-
Metallised steel 40µ + primer + 80µ polyester	10 year	10 year	5 year	5 year	-
Metallised steel 80µ + 80µ polyester	10 year	10 year	-	-	-
Metallised steel 80µ + primer + 80µ polyester	10 year	10 year	5 year	5 year	-
Galvanized steel + chemical pre-treatment + 80µ polyester	10 year	10 year	5 year	-	-
Galvanized steel + chemical pre-treatment + primer + 80µ polyester	10 year	10 year	10 year	5 year	-
Sendzimir 20µ + chemical pre-treatment + 80µ polyester	10 year	10 year	-	-	-
Sendzimir 20µ + chemical pre-treatment + primer + 80µ polyester	10 year	10 year	5 year	5 year	-
Aluminium + chemical pre-treatment + 80µ polyester*	10 year	10 year	5 year	-	-
Aluminium + chemical pre-treatment + primer + 80µ polyester*	10 year	10 year	10 year	5 year	-

\* Only for surfaces exposed to rain.

This involves a decreasing fee based on the years of use according to the schedule below:

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

- The above-mentioned percentage shall be applied to the rework and/or repair.
- The warranty period will not be extended for repairs and/or repair work.

## Cleaning and maintenance

The Client can only derive rights from this warranty if he himself has met all the cleaning and maintenance obligations towards the Supplier.

If the coating is not cleaned properly, or is not cleaned on a regular basis, deposits are able to build up on the surface and prolonged contact could cause damage to the coating. This may include surface defects (such as corrosion) and loss of decorative effect (for example staining, chalking).

### Cleaning frequency

Surface	Cleaning frequency at corrosion class C2 - C3	Cleaning frequency at corrosion class C4 - CX
Flat surface that has been rained on	1x per year	2x per year
Flat surface that has not been rained on	2x per year	3x per year
Profiled surface that has been rained on	2x per year	3x per year
Profiled surface that has not been rained on	3x per year	4x per year

- It is strongly recommended to test a small, non-visible surface first. Especially for coatings with texture, metallic or pearlescent.
- Clean products only at temperatures <25°C
- Remove coarse dirt by hosing down with tap water. Do not use a high-pressure cleaner.
- Spray and soak with a non-abrasive, neutral detergent.
  - Do not use sanding cloth, steel wool, scotch-brite, steel brush and other similar tools.
  - Only use products with a pH value between 6 and 8.
  - Do not use organic solvents containing esters, ketones, alcohols, aromatics, glycol ether or halogenated hydrocarbons etc.
  - Do not use bleach.
  - Use cleaning products that are also suitable for the environment (rubbers, sealants, plastics, etc.).
  - Never soak for more than 1 hour, and if necessary the treatment can be repeated after 24 hours.
- Manually loosen dirt deposits from the surface using 'non-woven nylon' hand pad white. Avoid damaging the coating, do not rub hard.
- A treatment with a waxy product is useful for an additional protective effect.
- Rinse immediately after cleaning thoroughly with clean cold tap water.
- After cleaning, inspect the coating for defects and have it professionally repaired immediately.

## Scope of the warranty

The warranty period starts on the first date of delivery of the materials.

Materials afflicted with visible defects may not be assembled by the Client, under penalty of cancellation of the warranty by the Supplier.

The warranty applies to a corrosion minimum of Ri 3 according to NEN-EN-ISO 4628/3.

The warranty is limited to a warranty against detachment of the applied coating as a result of non-mechanical external influences.

Detachment within the meaning of these general warranty conditions shall only be effective if at least 5% of the total coated surface, calculated per individual case supplied, shows detachment.

Visual inspection must take place perpendicular to the plane of vision with the naked eye and in daylight (no light shining diagonally across the surface). For exterior work, this should be done at a distance of 5 metres.

Detachments of less than 5% are considered normal wear and tear and are not covered by the warranty.

The Supplier's liability is limited exclusively to the costs of the original surface treatment.

### Exclusion of warranty

No warranty is payable by the Supplier in the following cases:

1. Colour differences in the treated materials and colour differences when reordering products.
2. Damage caused or introduced by the Client and/or third parties themselves (such as transport damage and damage to the coating as a result of assembly work).
3. Failure to comply with the laws, rules or customs which regulating the sectors of activity of the Supplier.
4. Damages caused by force majeure and unforeseen circumstances that make the implementation of the contract difficult for the Supplier, including:
  - War, civil war, terrorist acts or sabotage, insurrection, riot, popular riots, strike, lockout, requisition, embargoes, epidemics, accidents and any similar fact
  - Volcanic eruption, earthquake, flood, tidal wave and any other natural disaster of a catastrophic nature
  - Direct or indirect consequences of explosions, heat developments of more than 100°C, radiation, atomic nucleus, radioactivity, ionic radiation, toxic, explosive or dangerous fissile or waste products
5. There is no warranty against insufficient coverage of the points where the material's hang during the coating process.
6. All consequential damages are excluded, including consequential damages arising from repair work including, without this being an limitative list, business disruption, stagnation, evacuation costs, damage to other objects, all in the broadest sense.
7. All miscellaneous damages to the materials treated by the Supplier due to:
  - The damages resulting from the modifications made by the Client and/or third parties to the warranted products, profiles or materials
  - An abnormal use, wear or normal ageing
  - Deformations, bending, elongation, torsion and/or evolutions of the support surface
  - Shocks or impacts of mechanical origin
  - Significant and severe thermal shocks or impacts
  - Impact of chemical products
  - Rising damp from foundations or backfill
  - Thermal shock and/or prolonged exposure to temperatures above 70°C
  - Defects caused by mechanical damage, mechanical shock, significant thermal shock, friction from blunt objects, splashes and fumes from chemicals and metal dust
8. Damage to the powder coating whose effective application is not the work of the Supplier.
9. Damage to the powder coating that was directly exposed to a heavily corrosive or aggressive environment, such as direct tarnishing or corrosion by factory smoke or by chemical products.
10. Damage due to one or more galvanic couples (multiple metal types).
11. Damages due to contact with liquids or materials to which the powder coating is not chemically resistant.
12. Delay in the execution by the Client of repairs or any preventive updates decided as a result of inspections, checks or tests.
13. Damage as a result of careless cleaning of the treated surfaces with, for example, products that were not authorised.
14. Late reporting of damages; i.e. not within 14 working days of knowledge.
15. Damage resulting from continuous or abnormal immersion in aqueous solutions (retention). Damage due to standing water, permanent or alternating stress from moisture or condensation.
16. Damage resulting from the application of products that do not or no longer meet the presupposed quality requirements of their manufacturer. (for example use of the coating products outside the prescribed periods).
17. The total or partial replacement of the treated profiles, structures or materials (substrates) or of parts thereof, without prior contradictory determination in the presence of the Supplier.
18. Defects arising in applicationally inaccessible places and defective substrates such as chain welds, interrupted welds, bolted joints, weld spatter, clamped joints, sharp edges, doublings. All damage caused as a result of or in connection with design, construction or material faults of the materials to be treated is excluded.
19. Moss or crust formation, grass or plants growing too close to it, contact with adventitious waste.
20. In case of non-timely notification, defects arising from the inability to update and/or repair these defects in time are not covered by the warranty.
21. Damage resulting from the fact that the paint system is unsuitable for the location or use to which the treated product was subsequently used by the Client and/or third parties when no location or use of the products was communicated by the Client when placing the order.
22. Chalking or decrease in gloss level.

### **Reporting damage**

In the event of a claim, the Client must submit a written notification to the Supplier within 14 days of the determination, stating any deficiencies that have occurred and the proposed method(s) of repair. The notification shall be accompanied by photographs and/or documents showing that and when the works were carried out.

The Parties may agree to seek the opinion of an independent expert on a claim.

For the identification of the treated material, the Supplier's invoice with specification of the material will be the only proof.

The Supplier's warranty obligation is strictly limited to, and at the Supplier's discretion, either the repair of any defects or the crediting, if necessary reimbursement, of the price of the defective materials.

The costs of repair do not include:

- The cost of dismantling
- The cost of tools such as scaffolding, docks, cranes, etc.
- Replacement costs of the substrate
- Any investigation costs incurred by third parties

The Client is obliged to have the repair covered by this warranty agreement carried out by the Supplier or prescribed by the Supplier. If the Client fails to do so, the warranty will lapse.

### **Client's own obligations**

For the warranty to be applicable, the Client must fulfil the following own obligations:

The storage of the delivered materials take place under conditions appropriate to the climate class.

The Client can only derive rights from this warranty if he himself has met all his obligations towards the Supplier. Reliance on this warranty shall not entitle the Client to suspend his payment obligations towards the Supplier.

### **Applicable law**

Dutch law shall apply.

Only the civil court with jurisdiction in the Supplier's place of business shall take cognisance of disputes, unless this is contrary to mandatory law. The Supplier may deviate from this rule of jurisdiction and apply the statutory rules of jurisdiction.

The parties may agree another form of dispute resolution such as arbitration or mediation.

### **Warranty conditions Belfox drive unit**

Belfox (motor + circuit board): 2 years warranty or 40,000 movements (whichever comes first), PROVIDED the user has signed a service or maintenance contract with an installer recognized by Privacon when purchasing the automated gate.

The goods must be purchased through Privacon. The purchase receipt (order number of the order) serves as proof of the warranty claim.

Replaced parts under warranty become the property of Privacon/Belfox.

The warranty period is not extended by the use of the warranty.

### **Warranty conditions Tousek drive unit**

Tousek: 3 years warranty or 200,000 movements (whichever comes first), PROVIDED the user has signed a service or maintenance contract with an installer recognized by Privacon when purchasing the automated gate.

The goods must be purchased through Privacon. The purchase receipt (order number of the order) serves as proof of the warranty claim.

Replaced parts under warranty become the property of Privacon/Tousek.

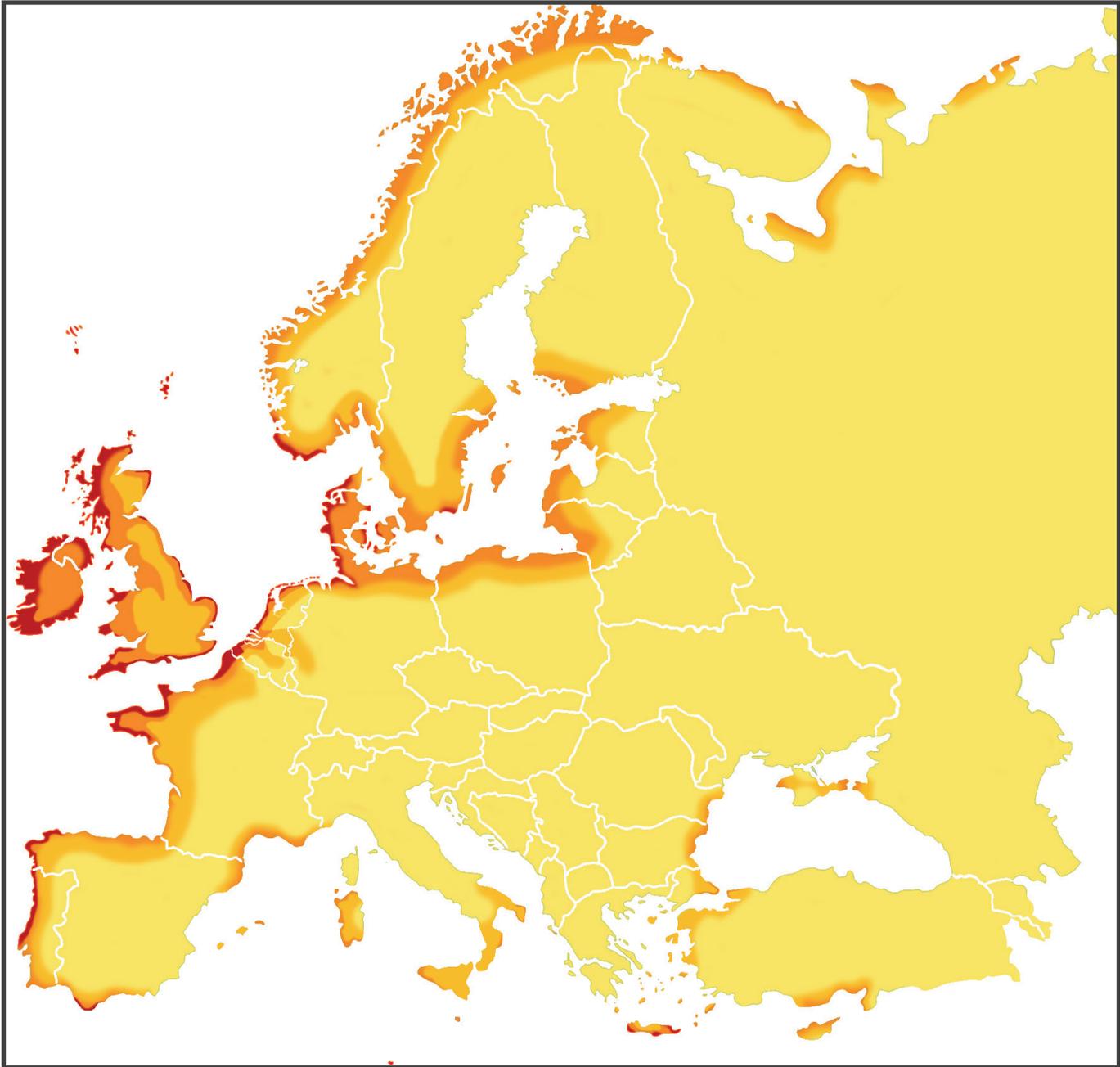
The warranty period is not extended by the use of the warranty.

### **Exclusion from warranty**

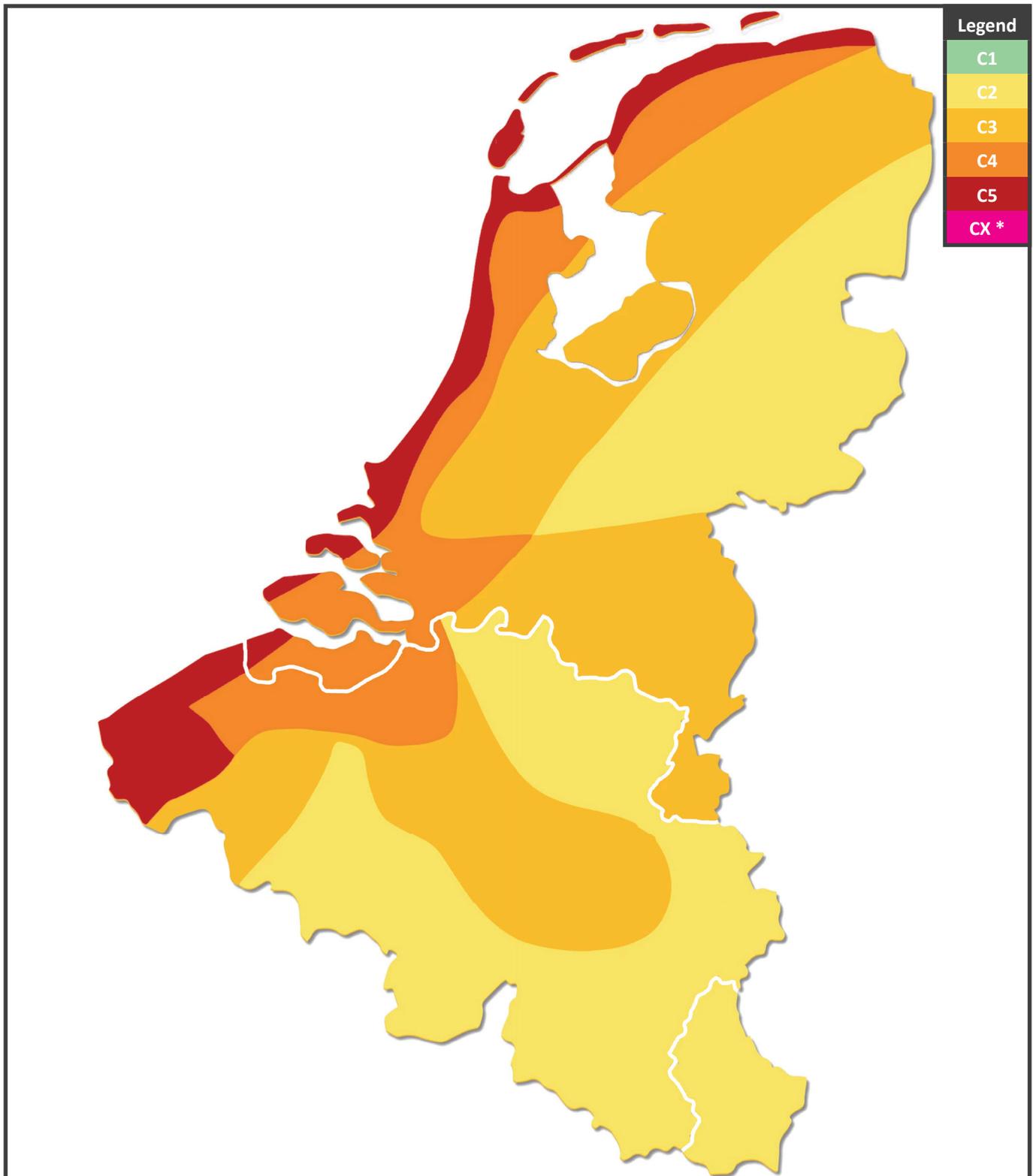
De garantie geldt niet in de volgende gevallen:

- Failure to follow the assembly instructions, incorrect installation (commissioning), and connection of the machine.
- Misuse of the installation, including but not limited to use for purposes other than those for which the product was designed.
- Improper or unauthorized connection of peripherals by third parties who are not approved by the manufacturer or installer.
- Mechanical damage caused by falling, bumping, or accidents.
- Intentional destruction.
- Damage caused by martens, rodents, insects, and damage caused by other wildlife and/or pets.
- Damage caused by weather conditions such as lightning, flooding, extreme frost, or other natural disasters.
- Damage due to insufficient maintenance, neglect, or failure to follow the manufacturer's instructions.
- External influences such as fire, water, and abnormal environmental conditions.
- Normal wear and tear of parts subject to use, such as locking mechanisms, sensors, or cables.
- Repairs by unqualified persons.
- Use of parts from external sources not approved by the manufacturer.
- The type plate has been made illegible or removed.

This warranty does not affect the customer's statutory rights. For all disputes, the law of the country of delivery and installation applies.

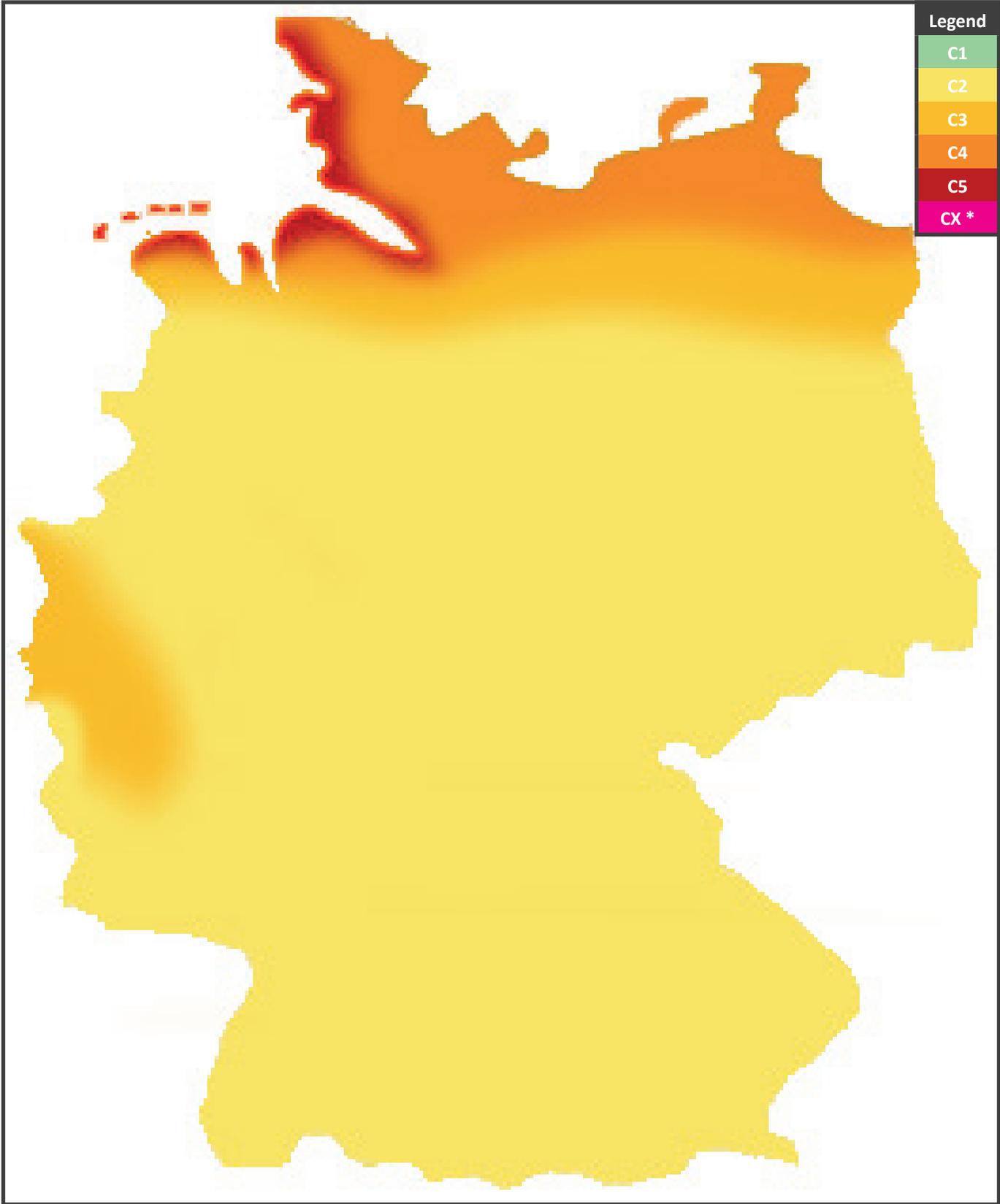


## Appendix II: Corrosion zones BeNeLux



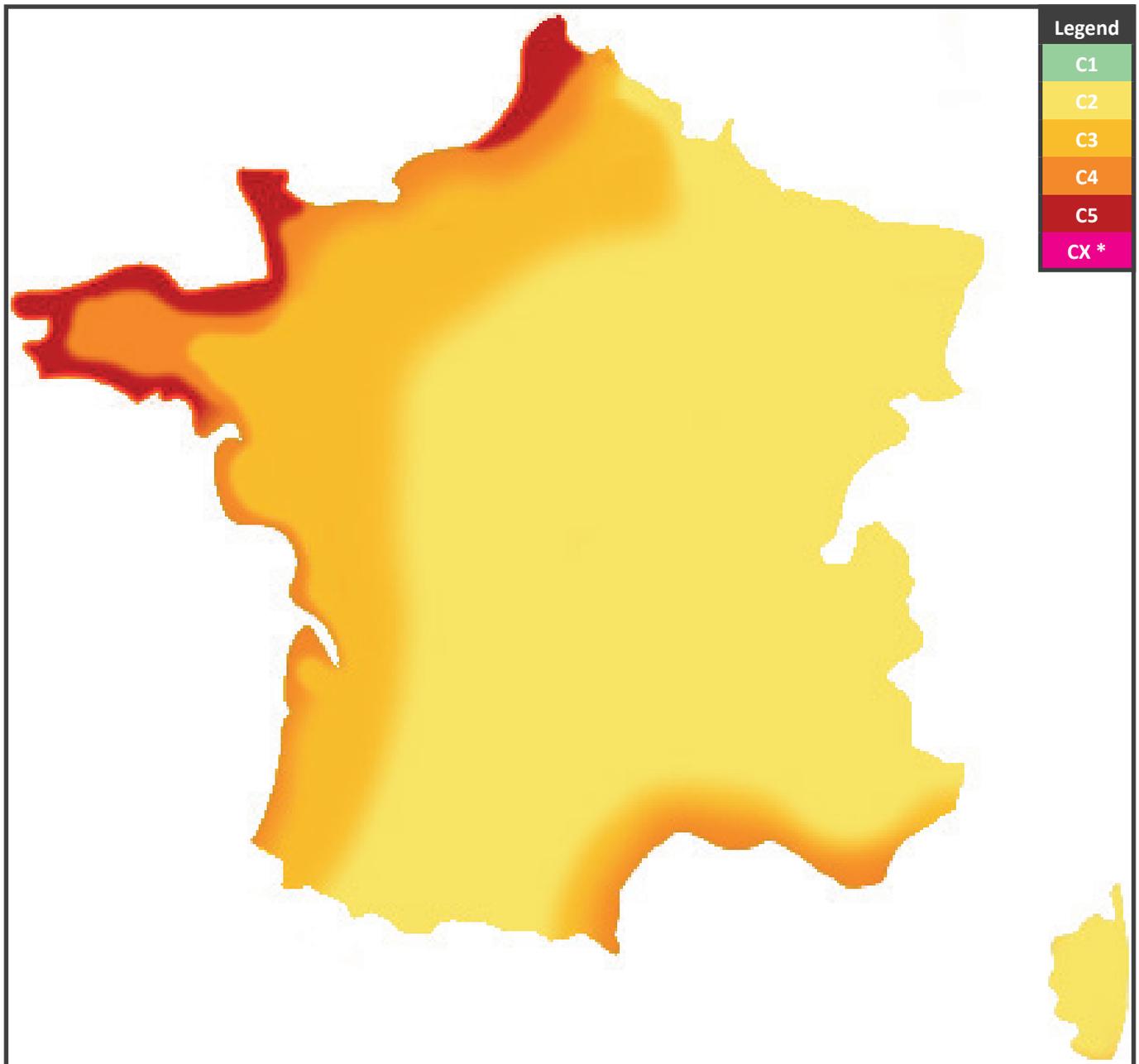
\* For this region, these are offshore projects

# Appendix III: Corrosion zones Germany



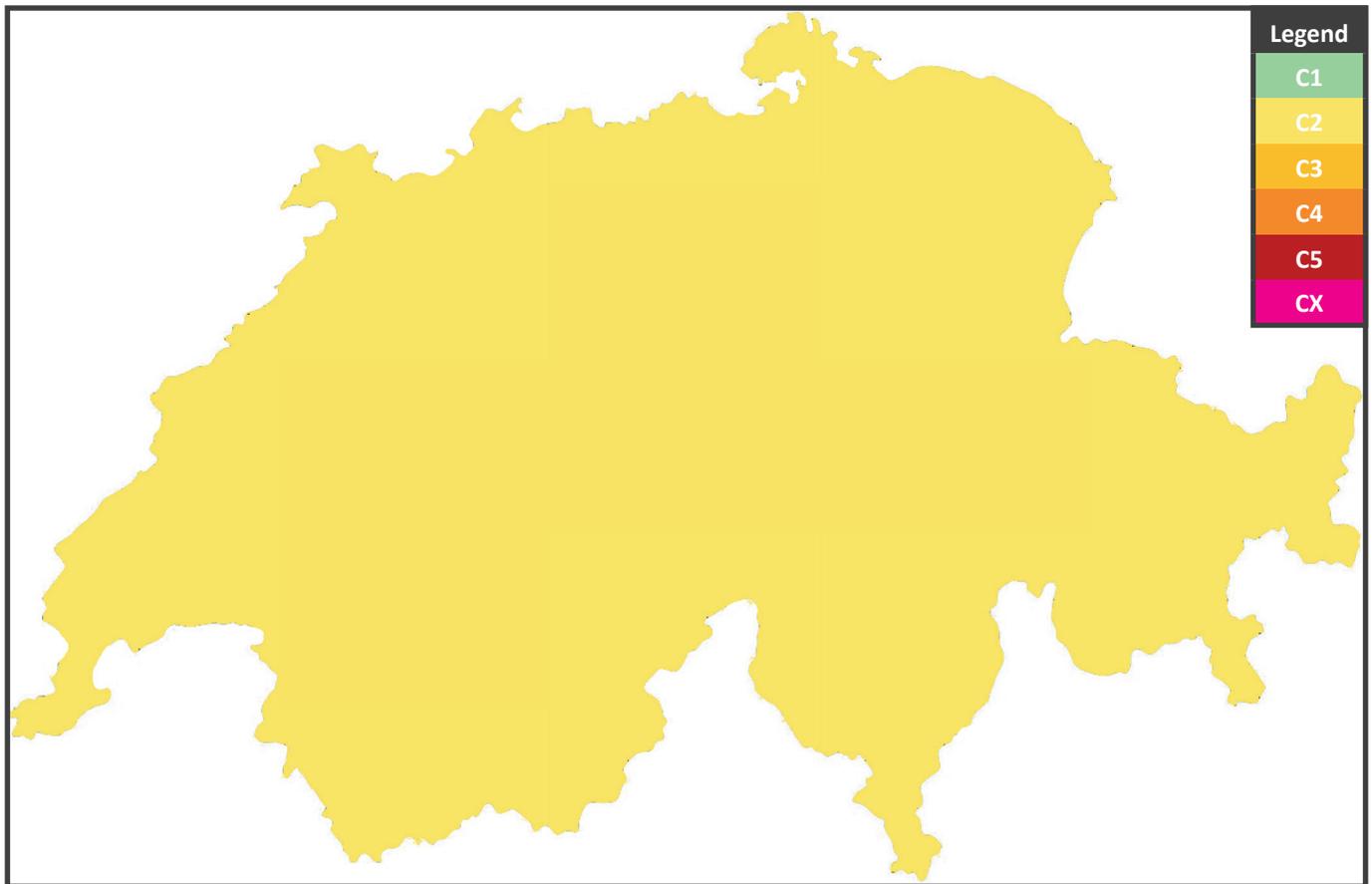
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## Appendix IV: Corrosion zones France

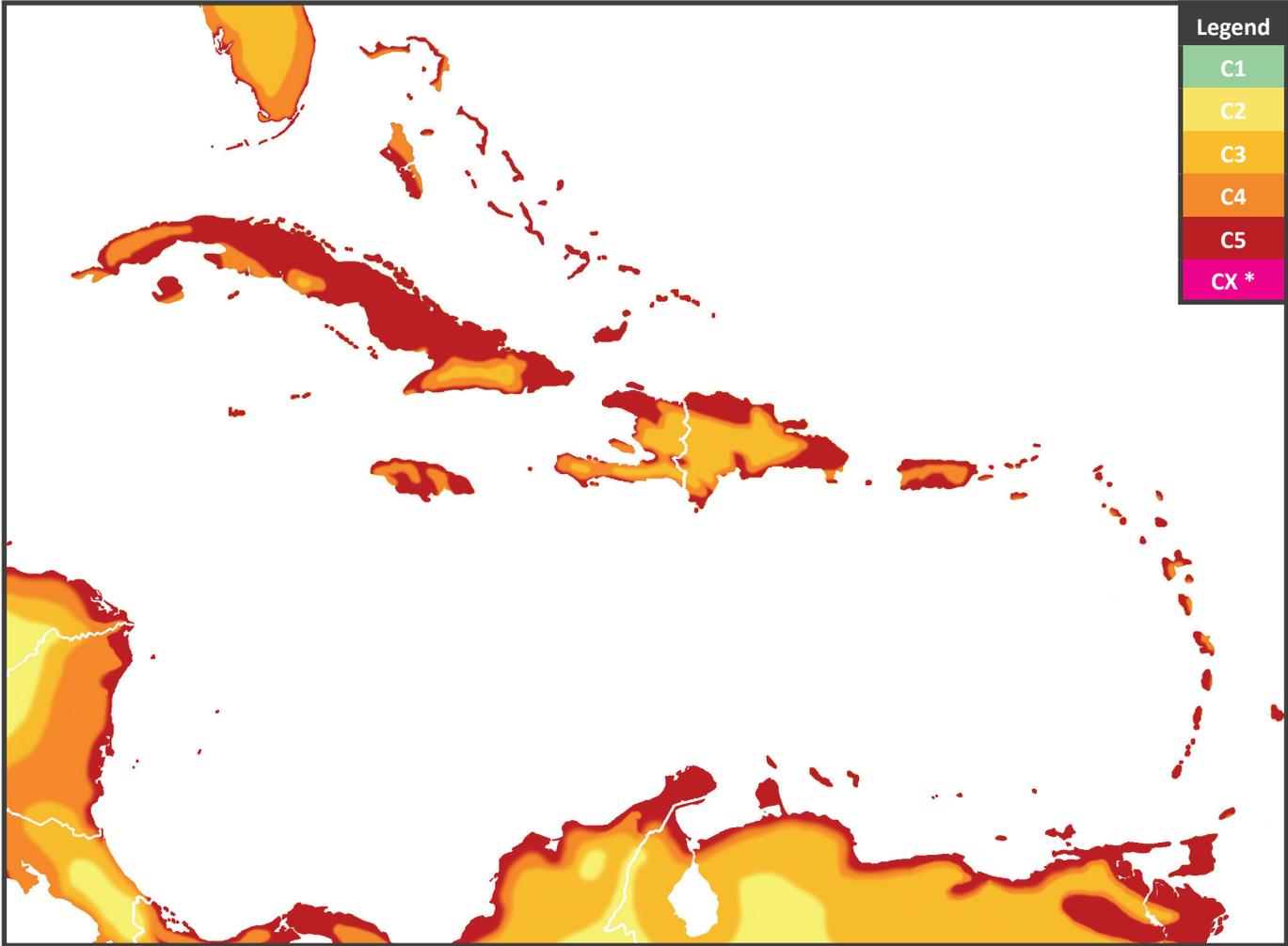


\* For this region, these are offshore projects

## Appendix V: Corrosion zones Switzerland



# Appendix VI: Corrosion zones Caribbean



*\* For this region, these are coastal and offshore projects*