

## GENERAL WARRANTY TERMS AND CONDITIONS

Effective as of 01.03.2026 r.

### § 1. Warranty Period and Conditions

1. AH Hardt sp.j., hereinafter referred to as the "Guarantor", grants a quality warranty for the products it offers, provided that they are used in accordance with their intended purpose, technical documentation, principles of good engineering practice, and the Guarantor's instructions.
2. The warranty period is calculated from the date of sale and amounts to:
  - 5 years – for products made of copper, brass, stainless steel, and aluminum;
  - 4 years – for electro-galvanized products;
  - 4 years – for concrete products in composite material;
  - 2 years – for hot-dip galvanized and powder-coated products;
  - 12 months – for all other products.
3. Any defects or damage discovered during the warranty period must be reported to the Guarantor without undue delay, no later than within 14 days from the date of their discovery, under penalty of loss of warranty rights.
4. A condition for maintaining the warranty is the performance of periodic inspections of the lightning protection system:
  - as a standard – at least every 24 months;
  - in environments of increased corrosive aggressiveness (in particular industrial, coastal, high humidity, high salinity, or chemically aggressive environments) – at least every 12 months.
5. Inspections must be confirmed by an inspection report. The absence of inspection reports may constitute grounds for refusal or rejection of a warranty claim.
6. In the event of circumstances that may affect the condition of the installation or products, in particular roof works, service or maintenance works, snow removal, heavy snowfall, strong winds, third-party interference, or other mechanical impacts, the Buyer is obliged to perform an additional inspection of the installation and prepare an inspection report.
7. A condition for maintaining the warranty with respect to fastening elements and metal connections of the installation is their proper maintenance. In particular, all joints and fastening elements must be protected with a thick layer of acid-free technical petroleum jelly (catalog no. AH12300). Maintenance must be performed during each periodic inspection referred to in section 4. The warranty period shall be extended by 12 months if the installation of the product was carried out by AH Hardt sp.j. or by an authorized installer holding a valid installation certificate issued by AH Hardt sp.j. The extended warranty requires presentation of a document confirming the installation service.

### § 2. Exclusions of Warranty Liability

1. The warranty does not cover defects, faults, or damage resulting from:
  - improper use or incorrect selection of the product for installation or operating conditions;
  - improper installation (e.g., use of inappropriate tools);
  - lack of required periodic inspections or lack of inspection documentation;
  - lack of maintenance or maintenance inconsistent with the Guarantor's recommendations, in particular inconsistent with § 1 section 7, if required for a given product;
  - improper maintenance, storage, or transport;
  - actions of third parties or the Buyer resulting in mechanical, chemical, or thermal damage or destruction of protective coatings;
  - operational activities carried out on the facility, in particular roof service or maintenance works (including snow removal), movement on the installation, or interference with its elements;
  - intentional damage to the products;
  - use of non-original materials or materials not compliant with the manufacturer's recommendations;
  - force majeure events (e.g., fire, flood, etc.).

### § 3. Rejection of a Claim

1. The Guarantor has the right to reject a claim if it determines:
  - the occurrence of circumstances indicated in § 2;
  - unauthorized modifications, repairs, or interference;
  - failure to meet the warranty maintenance conditions specified in § 1, including lack of periodic inspection reports.
2. In the event of rejection of the claim, the claimed goods shall be returned to the Buyer at the Buyer's expense and upon request. If the Buyer does not request return within 30 days from notification of rejection, the Guarantor may cease storage of the goods after prior notice to the Buyer, and the costs of storage or disposal shall be borne by the Buyer.

### § 4. Warranty Claim Procedure

1. Claims must be submitted via the customer account on [www.en.ah.com.pl](http://www.en.ah.com.pl) → Account → Claims or via the claim form available on the Guarantor's website, and subsequently sent to [handlowy@ah.com.pl](mailto:handlowy@ah.com.pl).
2. The claim should include:

- a written claim including product name, catalog number, and quantity;
  - a detailed description of the defect and photographic documentation;
  - purchase invoice;
  - information regarding installation location and operating conditions;
  - periodic inspection reports referred to in § 1;
  - information on the preferred method of return or collection of the claimed product.
3. Delivery of the claimed product to the Guarantor shall be made personally or via carrier at the Buyer's cost and risk, unless the Guarantor decides otherwise in the warranty decision. The product must be properly secured for transport.

### § 5. Scope of the Guarantor's Liability

1. The warranty covers exclusively:
  - free repair;
  - replacement with a new or equivalent product.
2. The method of handling the claim shall be determined by the Guarantor within the limits of this warranty.
3. Products or their components replaced under warranty become the property of the Guarantor only if the Guarantor expressly requests their return.
4. The Guarantor does not cover the cost of delivery of the claimed product to the Guarantor, unless otherwise decided in the warranty decision.
5. If the claimed product proves to be functional or not covered by warranty, the Guarantor may charge the Buyer handling costs (e.g., inspection costs).
6. The Guarantor independently decides whether the Buyer is obliged to return the claimed product or its components. The Guarantor is not obliged to dispose of returned product.
7. The warranty does not cover costs of dismantling, installation, crane services, scaffolding, lifts, internal transport, HSE protections, downtime, loss of profit, or any indirect or organizational costs related to works carried out at the facility.
8. The Buyer is not entitled to perform substitute performance at the Guarantor's expense without prior written consent of the Guarantor.
9. The total liability of the Guarantor under this warranty is limited to the net value of the claimed product indicated on the sales invoice.

### § 6. Completeness of Goods

1. Before repair or replacement, the Buyer is obliged to return the product or its components as indicated by the Guarantor
2. The Guarantor may refuse warranty performance if the product is incomplete or delivered contrary to instructions.

### § 7. Documentation and Responsibility

1. Each claimed product must include a detailed description of the defect.
2. Acceptance of the product is confirmed by receipt and does not constitute acknowledgment of the claim.
3. The Guarantor reserves the right to conduct an on-site inspection.
4. Lack of required documentation may result in refusal or rejection of the claim.

### § 8. Claim Processing Time

1. Warranty repair shall be performed within 30 days from delivery of the product to the Guarantor, unless otherwise agreed in writing.
2. In case of payment delay exceeding 7 days, the claim processing period is suspended until settlement.

### § 9. Individual Arrangements

1. In justified cases, the parties may agree in writing on a different method or deadline for claim settlement.

### § 10. Return and Repair Documentation

1. Warranty repair is confirmed by a warranty document.
2. Collection of goods takes place against signed confirmation.
3. The cost of delivery after repair is borne by the Guarantor.

### § 11. Warranty Limitations

1. The Guarantor is not obliged to modify or upgrade products after introduction of newer versions.
2. The Guarantor is not liable for indirect damages suffered by the Buyer as a result of product defects.
3. The warranty for anti-corrosion coating covers red corrosion only. White corrosion is not covered.
4. The warranty does not cover products operated in abnormal conditions (e.g., high salinity, chemically aggressive environments).

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**§ 12. Competent Court**

1. Any disputes arising from this warranty shall be settled by the court having jurisdiction over the registered office of the Guarantor.
2. This provision applies in relations between entrepreneurs.

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**§ 13. Exclusion of Statutory Warranty (Warranty of Merchantability / Implied Warranty)**

1. In relations between entrepreneurs, the liability of AH Hardt sp.j. under statutory warranty for physical and legal defects (Polish Civil Code – Article 558 §1) is excluded.
2. The Guarantor's liability towards a Buyer acting as an entrepreneur is governed exclusively by these General Warranty Terms and Conditions and by mandatory provisions of law.

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**§ 14. Final Provisions**

1. Matters not regulated herein shall be governed by the provisions of the Polish Civil Code.