

Consumer Warranty

Gust. Alberts GmbH & Co. KG

-hereinafter referred to as GAH ALBERTS-

Thank you for choosing a GAH ALBERTS product. You can expect outstanding quality from your product. Which is why GAH ALBERTS issues a warranty for its products, notwithstanding legal provisions. The scope and terms of the warranty result from the following consumer warranty:

1. Warranty preconditions

Which GAH ALBERTS products are covered?

For fencing systems, GAH ALBERTS issues the following warranty against rusting:

- for zinc phosphated and plastic-coated fence posts, braces, gates and fence panels for the duration of 10 years
- for sendzimir galvanised and plastic-coated fence posts, braces, gates and fence panels for the duration of 15 years
- for hot-dip galvanised fence posts, braces, gates and fence panels for the duration of 15 years
- for hot-dip galvanised and plastic-coated fence posts, gates and fence panels for the duration of 15 years

The warranty is a consumer warranty and does not apply to commercial end customers. The industrial fencing series is excluded from the warranty. All aforementioned warranty periods apply from the date of purchase by the end customer. Correct installation is always a prerequisite for validly asserting a warranty claim. No external forceful impacts may be present which damage or destroy the surface of the products (e.g. hammer blows, scratches, etc.). The consumer must prevent all detrimental and avoidable impacts or reduce these to a minimum, if they are unavoidable.

2. Warranty case

What does GAH ALBERTS warrant for?

GAH ALBERTS warrants to the end consumer that, during the aforementioned warranty periods, the products listed under figure 1 will not rust and their function no longer be guaranteed or be unreasonably impaired as a result of such an attack of rust.

3. Guarantees

How does the warranty take effect and when is the warranty excluded?

In accordance with this warranty, GAH ALBERTS guarantees that it will replace the product(s) in the case of a valid warranty claim. Reimbursement of the purchase price and/or claims for damages, particularly for

consequential loss, are expressly excluded. The warranty relates solely to the specifically affected product. GAH ALBERTS reserves the right to provide a replacement of the same value.

The warranty does not cover the replacement of products the rust damage of which:

- was caused by modifications to the product carried out without the approval of GAH ALBERTS,
- is based on improper or incorrect use or incorrect installation,
- was brought about by an extreme physical/chemical overload or overstraining,
- came about due to damage caused by repairs,
- is based on an external effect, such as accidents, natural disasters and all other causes which cannot be controlled and/or foreseen by GAH ALBERTS.

If the product is returned, the costs and risk of transportation are to be borne by the warrantee, so that costs for shipping, transportation and travel and labour costs will not be reimbursed by GAH ALBERTS.

4. Assertion of the warranty

How do I assert the warranty?

The prerequisites for asserting warranty claims are:

- The warranty claim must be asserted against GAH ALBERTS in due time within the warranty period.
- The affected product must be returned at the request of GAH ALBERTS.
- Written original proof of the conclusion of the purchase contract for the product must be attached to the assertion of the warranty (e.g. invoice, receipt).

5. Scope of validity

Where does the warranty apply?

The warranty applies within the European Union. All areas with extreme climatic and extreme environmental conditions are excluded, however.

6. Applicable law, general terms and conditions, place of jurisdiction

What else do I need to observe?

This warranty is subject solely to German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods from 11 April 1980. The exclusive place of jurisdiction for this warranty is the registered office of GAH ALBERTS. For the rest, GAH ALBERTS' general terms and conditions shall apply. These can be found on the Internet at www.gah.de.