

TERMS OF WARRANTY AND SERVICE COMPLAINTS OF ARCELORMITTAL CONSTRUCTION POLAND Sp. z o. o

I. SCOPE OF WARRANTY

- 1.1 ARCELORMITTAL CONSTRUCTION POLAND Sp. z o. o. with its registered seat in Świętochłowice at 1 Metalowców Street, 41-600 Świętochłowice, entered into the National Court Register under number KRS 0000050192, for which registration files are held by the District Court Katowice-East in Katowice, Division VIII of the National Court Register, VAT identification number: 664-100-37-16, share capital of PLN 13,316,000 - hereinafter referred to as: "**AMC**", hereby warrants that characteristics of coated products comply with the applicable standards EN-10346, EN 10143, EN-10169.
AMC responsibility under the warranty shall be determine in this document, with the exception of the provisions of the Civil Code.
- 1.2 Due to the criteria set out in the application form of the warranty and / or in the areas of specific applications, the warranty is valid for coatings of the following quality: **SP12, SP15, SP25, SP35, PVDF25, PVDF35, PVDF60, PUR45, PUR55, PUR60, PUR75, PUR85, PVC(P)100, PVC(P)150, PVC(P)200, PVC(F)120, Estetic Clean 50** and metallic coatings **Z, ZM i AZ**, as well as **stainless steel**.
The warranty applies only to standard ARCELORMITTAL colours.
- 1.3 The warranty for the products is valid only after invoice has been issued for the goods purchased in AMC.
- 1.4 AMC reserves the right to inspect the facility where goods are sold, at least once a year during the warranty period.
- 1.5 AMC reserves the right to inspect the facility where the products are, prior to the transfer of warranty. Transfer of the warranty from the purchaser of the product to a third party (the user) is done under the conditions laid down herein.
- 1.6 AMC warrants only to the extent of the following faults:
 - no perforation resulting from oxidation of the metal substrate (protection against perforation corrosion)
 - absence of stratification of paint (with the exception of **SP12, SP15**),
 - uniform ageing of the shades on the same façade and at the same exposure to external conditions (with the exception of **SP12, SP15**),
 - differences in colour and gloss are within the acceptable limits and meet the requirements of XP-34301 (with the exception of **SP12, SP15**).
- 1.7 In the case of products coated with organic coatings used in corrosive atmospheres C4, C5 according to PN-EN ISO 12944-2:2001, the warranty is limited solely to the absence of perforation resulting from the oxidation of the metal substrate (perforation corrosion protection).
- 1.8 Due to the warranty, statutory warranty of AMC for physical defects of the products is excluded.

II. DURATION OF WARRANTY

- 2.1 The warranty takes effect from the date of the delivery of the goods to the purchaser.
- 2.2 Products coated with **SP25, SP35, PVDF25, PVDF35, PVDF60, PUR45, PUR55, PUR60, PUR75, PUR85, PVC(P)100, PVC(P)150, PVC(P)200, PVC(F)120, Estetic Clean 50** coatings used in environments with atmospheric corrosivity category C1, C2, C3 according to PN-EN ISO 12944-2:2001 will be warranted for a period of **60** months.
- 2.3 Products coated with metallic AZ185 coatings used in environments with atmospheric corrosivity categories C1, C2, C3, according to PN-EN ISO 12944-2:2001 will be warranted for a period of **60** months.
- 2.4 Products made of stainless steel used in environments with atmospheric corrosivity categories C1, C2, C3, C4 according to PN-EN ISO 12944-2: 2001 will be warranted for a period of **60** months.
- 2.5 Products coated with **SP12, SP15** used in indoor environments with atmospheric corrosivity categories C1, C2 according to PN-EN ISO 12944-2: 2001 shall be warranted for a period of **24** months.
- 2.6 Products with zinc **Z275, ZM120** coating in indoor environments with atmospheric corrosivity categories A1, A2 according to PN-EN 10169:2011 shall be warranted for a period of **60** months.
- 2.7 Products with **Z275, ZM120** zinc coating with the external environment exposure are **not covered by the warranty**.
- 2.8 Products coated with organic coatings used in environments with corrosivity C4, C5 according to PN-EN ISO 12944-2:2001, after being verified for their use on the basis of a completed Environmental Questionnaire, will be warranted individually, however, the period cannot exceed **60** months.

III. WARRANTY CONDITIONS

AMC warrants under the following conditions:

- 3.1. The warranty will be valid only if transport, storage, handling and assembly will be properly carried out, i.e. in accordance with the standards of good workmanship, technical instructions and compliance with the construction work. Duration of storage on the construction site or storage site cannot exceed 30 calendar days, or 90 calendar days in storage rooms. (Note: Please consult AMC in the case of specific cases concerning transport, storage, handling and transport. In this case, technical conditions and instructions for use of the product shall be submitted in writing before ordering).
- 3.2. Design and execution of works should prevent distortion of products that could retain water, as well as the need for ventilation must be taken into account in the case of the surfaces listed in the warranty for organic coatings.
- 3.3. In the case of:
 - a) noticing defects during delivery or installation, or
 - b) the emergence of other doubts concerning the delivered product,the purchaser must immediately contact AMC to obtain explanations or take immediate steps to remedy defects.
Mounting products with visible defects excludes the warranty of AMC.
- 3.4. If the surfaces on which the products are mounted are not subject to natural washing, regular maintenance is required of the products, including:
 - a) annual cleaning performed professionally in accordance with the "Conditions for maintenance and operation of galvanized and coated steel products"
 - b) systematic and immediate repair of any parts showing the beginning of corrosion, regardless of the cause.

- 3.5. Review of the state of the product coating and preventive maintenance should be carried out each year by the owner in accordance with the "Terms of maintenance and operation of steel galvanized and coated products". These activities must be recorded in the Building Log Book.
- 3.6. The exercise of the warranty can be made by the purchaser upon providing any necessary documents related to the purchase of the product, in particular the purchase invoice of the product.
- 3.7. The condition for the use of the warranty is the payment by the purchaser of the whole sale price for the product, without any deductions.
- 3.8. AMC is solely responsible for defects which occur during the warranty period and the buyer notified the AMC, within the warranty period, immediately after noticing them but not later than 7 days after the fact. Failure of the purchaser to notify about the defect within the period specified in the warranty excludes the purchaser's warranty claims .

IV. WARRANTY EXCLUSIONS

- 4.1. The warranty does not cover damage resulting from:
 - a) mechanical damage of paint coating resulting from:
 - faulty handling sheets during installation (i.e. unloading, transport, mounting, and the like.)
 - external causes (e.g. fire, smoke, random events causing corrosive smoke),
 - experiencing unusual atmospheric phenomena (e.g. whirlwind, flood, hail), or other extraordinary circumstances (e.g. a terrorist attack, war, etc.),
 - b) damage to metallic coatings and organic matter resulting from using mounting tools that produce heat (e.g. a cutting disc),
 - c) using mounting joints forming corrosion; joint elements should be adequately protected against corrosion with respect to their corrosion loads on the construction site,
 - d) coating covered with rust caused by metal particles, occurring during such operations as cutting, drilling, grinding, etc.
- 4.2. The warranty does not cover:
 - a) corrosion on the elements that were cut at the site, the reverse side of the sheets (protective lacquer coating) and on the inner parts of transverse seams,
 - b) materials installed by the sea (within 3 km from the coast):
 - c) in places where goods may be in contact with seawater,
 - d) in areas where sea spray acts directly on the goods,
 - e) materials that are continuously or intermittently exposed to:
 - an environment containing a high content of corrosive or aggressive chemical components that can attack pre-coated metal as a result of condensation or spray (e.g. precipitation of smoke containing sulphur fumes, ammonia, precipitation of acid or alkali from a certain type of plants, and the like),
 - abnormally high and concentrated surface temperatures exceeding the acceptable operating temperatures for the organic coatings used (contact with AMC is required), and
 - other specific conditions (use in conditions other than those specified in the warranty declaration etc.),
 - f) defects resulting from installation of pre-coated products using materials causing differences in electric potential,
 - g) organic coatings with modifications made to paint with the use of inappropriate materials or coating materials which were used in a manner inconsistent with the manner recommended by manufacturers,
 - h) damage resulting from the installation of sheet with visible effects,
 - i) defects caused by improper selection and use of the products in accordance with the reference documents, such as relevant standards, technical approvals, opinions, etc.
 - j) orders of products in metallic colours should be divided into façades (solid surfaces). Installation of these products should be carried out according to the markings on labels, in other cases, there may be differences in colour, for which AMC will not be held liable.
 - k) AMC is not responsible for the effects of not removing the protective foil 1 month from the date of manufacture.
- 4.3. AMC may require filling the Environmental Questionnaire to determine suitability of the coating in an environment of a particular aggressiveness or varying quality-specific applications of **SP12, SP15, SP25, SP35, PVDF25, PVDF35, PVDF60, PUR45, PUR55, PUR60, PUR75, PUR85, PVC(P)100, PVC(P)150, PVC(P)200, PVC(F)120, Estetic Clean 50** . The warranty expires if the type of environment or conditions of exposure become more severe than those initially stated in the Environmental Questionnaire. The Environmental Questionnaire may also be useful for identifying possible adjustments associated with the duration of the warranty.

V. NATURE OF WARRANTY

- 5.1. In carrying out the obligations arising from the guarantee, it is AMC's obligation to provide one of the following benefits:
 - a) remove the defect of the product (hereinafter: Repair), or
 - b) replace the product with a new one (hereinafter: Replacement),
 - with the provision that the total value of the repair or the total value of these products does not exceed the value of the order. The choice of the way of settling the claim, i.e. Repair or Replacement shall be the AMC's discretion.
- 5.2. AMC shall not be liable for any damages arising out of or in connection with the defect and damage of the product.
- 5.3. Decisions on the surface repair or replacement will be made at the discretion of AMC and supervised by AMC. Repair or Replacement will be limited strictly to the damaged areas and will not include products without defects.
- 5.4. In the case of corrosion perforation, AMC is committed to:
 - a) coat the defective sheets with an organic coating, in whole or in part,
 - b) provide the purchaser with a new sheet in exchange for the defective one,
 - c) cover the costs of repairing the product.
- 5.5. AMC has the choice of how to settle the complaint.
- 5.6. In connection with the natural aging process of the organic coatings used, the repaired areas may vary in relation to other areas.

- 5.7. AMC is committed to fulfil the obligations of the warranty provided in point 5.1 no later than 30 days from the date of the notification of the defect unless keeping the above time-limit is impossible, due to the implementation of the technology used or the necessary way of repair. In such a case, the claimed time-limit is extended by the duration of the circumstances independent of AMC.
- 5.8. The exercise of rights accruing to the purchaser under the warranty, in particular with respect to Repair or Replacement of products does not result in an extension of the warranty period or another period of the warranty start.
- 5.9. Defective products supplied are not covered by warranty claims if the negative impact on the function of the building is small, according to the figures in the table below:

Assessment matrix of defects			The importance of the characteristics											
			very important		important			rather insignificant			invalid			
			100	90	80	70	60	50	40	30	20	10	5	
Degree of feature deterioration	substantial	100	100	90	80	70	60	50	40	30	20	10	5	
		90	90	81	72	63	54	45	36	27	18	9	4.5	
		80	80	72	64	56	48	40	32	24	16	8	4	
	extent of	70	70	63	56	49	42	35	28	21	14	7	3.5	
		60	60	54	48	42	36	30	24	18	12	6	3	
		50	50	45	40	35	30	25	20	15	10	5	2.5	
	average	40	40	36	32	28	24	20	16	12	8	4	2	
		30	30	27	24	21	18	15	12	9	6	3	1.5	
		20	20	18	16	14	12	10	8	6	4	2	1	
	slight	10		10	9	8	7	6	5	4	3	2	1	0.5
		5		5	4.5	4	3.5	3	2.5	2	1.5	1	0.5	0.25
	Repair necessary, as a rule (more than 15%)			Consideration of payment reduction (up to 15%)						Minor defects (below 2%)				

VI. IMPLEMENTATION OF WARRANTY

- 6.1. Original warranty cards and the invoice are documents giving the right to claim under the warranty (in the case of non-standard warranty conditions). In the case of loss of the original warranty card, the buyer shall not be entitled to request AMC to issue a duplicate.
- 6.2. Purchasers confirm with their own signature on the Warranty Card that they have read and accepted the terms of this warranty.
- 6.3. All claims under the warranty will be submitted in writing, by fax, e-mail, immediately, but not later than within 7 days of the discovery of the defect and before the occurrence of surface defects of more than 5% of the total surface of the product (with the exception of perforation of plates), otherwise claims will not be considered (warranty is excluded).
- 6.4. The complaint will be addressed to the AMC Department of Complaints and will contain full identification data related to the products, as well as a copy of the proof of purchase.

VII. JURISDICTION

- 7.1 In the event of disputes and the inability of the parties to settle their disputes, the exclusive jurisdiction shall be the court having jurisdiction over the registered office of the Manufacturer.

Developed in Świętochłowice on

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