

F7.3.2-2 TERMS OF WARRANTY AND SERVICE
 COMPLAINTS 2019 SANDWICH PANELS

TERMS OF WARRANTY AND SERVICE COMPLAINTS OF ARCELORMITTAL CONSTRUCTION POLAND Sp. z o. o
GENERAL CONDITIONS OF WARRANTY FOR SANDWICH PANELS

I. GENERAL INFORMATION AND SCOPE OF WARRANTY

- 1.1. ARCELORMITTAL CONSTRUCTION POLAND Sp. z o. o. with its registered seat in Świętochłowice at 1 Metalowców Street, Metalowców 1, 41-600 Świętochłowice, entered into the Register of Entrepreneurs held by the District Court Katowice-Wschód in Katowice, 8th Division of the National Court Register under KRS No. 0000050192, Tax ID: 664-100-37-16, share capital fully paid in the amount of: PLN 4,616,000.00 - hereinafter referred to as: "**AMC**", provides high quality sandwich panels (**Warranty**).
- 1.2. Enforcing claims under this warranty is subject to the exclusion of the provisions of the Civil Code. Due to the warranty, the statutory warranty of AMC is excluded.
- 1.3. The warranty covers the immutability of the physical properties of the following sandwich panels with a polyurethane foam core: ARCTHERM / PROMISOL 1003B, ARCTHERM / PROMISOL 2003BI, ARCTHERM / PROMISOL 1001TS, sandwich panels with a core of polyisocyanurate foam: PROMISOLFR 10003B, PROMISOL FR 2003BI according to PN-EN-14509:2013, sandwich panels with core of mineral wool Pflaum FI, FO, FOM, FR according to PN-EN-14509:2013, sandwich panels with core of mineral wool ALAMENTTI according to PN-EN-14509:2013 and panels with a polystyrene core THERMOPLUS / EKOPLUS according to the ITB Technical Approval AT-15-5341 / 2016 corresponding to the description contained in the product data sheet of AMC and / or special contractual arrangements that are used in accordance with their intended purpose under normal climatic conditions, beyond the immediate impact of sea water and excessively strong UV radiation, in normal atmosphere, free of aggressive chemical components.
- 1.4. In addition to the warranty provided in paragraph 1.3 regarding the immutability of the sandwich panels, AMC also warrants that:
 - a) no perforation resulting from oxidation of the metal substrate (protection against perforation corrosion)
 - b) absence of stratification of paint (with the exception of **SP12, SP15, SP18**),
 - c) uniform ageing of the shades on the same façade and at the same exposure to external conditions (with the exception of **SP12, SP15, SP18**),
 - d) differences in colour and gloss are within the limits and meet the requirements of XP-34301 (with the exception of **SP12, SP15, SP18**).
- 1.5. It is hereby ensured that characteristics of coated sheet products comply with the applicable standards EN-10346, EN 10143, EN-10169 due to the criteria set out in the warranty application form and / or in the specific areas of application for the quality of coatings: **SP12 - INTERIEUR 12, SP15 - INTERIEUR 15, SP18, SP25 - HAIRPLUS 25, SP35 - HAIRULTRA 35, PVDF25 - HAIRFLON 25, PVDF35 - HAIRFLON35, PVDF60 - INTENSE or PEARL, PUR60 - HAIREXCEL, PUR85 - SINEA, PVC(P)100 - KEYRON100, PVC(P)150 - KEYRON150, PVC(P) - KEYRON200, HDP35 - ANTICATO TERRACOTA**, and stainless steel.
- 1.6. The warranty for the products is valid only after invoice has been issued for the goods purchased in AMC.
- 1.7. AMC reserves the right to inspect the facility at least once a year during the warranty period.
- 1.8. AMC reserves the right to inspect the facility prior to the transfer of warranty. Transfer of the warranty from a Purchaser of the panel to the User is done under the conditions laid down herein.

II. DURATION OF WARRANTY

- 2.1. The warranty period is calculated from the date of the delivery of the product (sale) to the Customer by AMC under conditions consistent with the applicable law.
- 2.2. Coated products **SP25, SP35, PVDF25, PVDF35, PVDF60, PUR60, PUR85, PVC(P)100, PVC(P)150, PVC(P)200, HDP35** used in environments with atmospheric corrosivity category C1, C2, C3 according to PN-EN ISO 12944-2:2001 will be warranted with given conditions as in table below:

Constancy of mechanical characteristics of sandwich panels	36	months
No perforation resulting from oxidation of the metal substrate (protection against perforation corrosion)	60	months
Absence of stratification of paint	60	months
Uniform ageing of the shades on the same façade and at the same exposure to external conditions	60	months
Differences in colour and gloss are within the acceptable limits and meet the requirements of XP-34301	60	months

F7.3.2-2 TERMS OF WARRANTY AND SERVICE
COMPLAINTS 2019 SANDWICH PANELS

- 2.3. 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 36 months.
- 2.4. Coated products **SP12, SP15, SP18** used only in internal environments with atmospheric corrosivity categories C1, C2 according to PN-EN ISO 12944-2:2001 shall be warranted for a period of 36 months.

III. WARRANTY CONDITIONS

This warranty is subject to the following conditions:

- 3.1. The warranty will be valid only if the Purchaser's 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 1 month or 3 months in storage rooms. (Note: Please consult us 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 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,
 - b) the emergence of other doubts concerning the delivered product,- the Customer must immediately contact AMC to obtain explanations or take immediate steps to remedy defects.
Installing panels with visible defects excludes the warranty of AMC.
- 3.4. If surfaces are not subject to the natural washing, regular maintenance is required, including:
 - a) annual cleaning performed professionally in accordance with the "Conditions for maintenance and operation",
 - b) systematic and immediate repair of any parts showing the beginning of corrosion, regardless of the cause, as performed by the Purchaser.
- 3.5. Review of the state of the 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 condition for the use of the warranty is the payment by the purchaser of the whole sale price for the product, without any deductions.
- 3.7. 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 AND LIMITATIONS

- 4.1. The warranty does not cover damage resulting from:
 - a) mechanical damage of paint coating resulting from:
 - damage during the Purchaser's transport, unloading, assembly, etc.,
 - 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) mechanical damage to the paint coating, as well as mechanical damage of the panel as a whole, arising from improper transportation (not applicable to the case of the provision of transport services by AMC)
 - c) mechanical damage of plates caused by improper storage of goods at the Customer's,
 - d) damage to metallic coatings and organic matter resulting from using mounting tools that produce heat (e.g. a cutting disc)
 - e) using mounting joints forming corrosion; joint elements should be adequately protected against corrosion with respect to their corrosion loads on the construction site,
 - f) 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 occurring on components that were cut by the Customer on the reverse side of the sheet (protective coating) and on the inner parts of the lateral tabs,
 - b) materials installed by the sea (within 3 km from the coast):
 - c) in places where goods may be partially or temporarily sprayed with seawater,
 - d) in areas where sea spray acts directly on the goods,
 - e) materials that are continuously or intermittently exposed to:

F7.3.2-2 TERMS OF WARRANTY AND SERVICE
COMPLAINTS 2019 SANDWICH PANELS

- to an environment that contains a large amount of aggressive or corrosive chemical components that may attack the previously coated metal through condensation or splashing (e.g. smoke from sulphur fumes, ammonia, acid or alkali precipitation from certain types of factories, etc.)
 - abnormally high and concentrated surface temperatures exceeding the acceptable operating temperatures for the used organic coatings (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 the 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) panels' assembly inconsistent with the rules of construction work,
- 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.
- 4.3. Other restrictions:
- Differences in shades within the same RAL are allowed, as caused by the conditions of delivery of coated steel manufacturers in accordance with XP P 34-301:2002, ($\Delta E \geq 1.0$ for products coated within one order, $\Delta E \geq 1.5$ for additionally ordered articles),
- b) AMC recommends the use of external cladding panels in very bright and clear colours (group I and II). In the case of the use of dark-coloured panels (group III) Technical Support and Quality Control Department opinions the possibility of the use of the element, and if the opinion is negative, AMC does not warrant for these plates.
- c) Due to the mechanical properties of corrosion-resistant stainless steel (e.g. increased hardness, elasticity, and the reflection of light), AMC does not recommend the use of such plates in buildings with high aesthetic demands, but only in places where the application of corrosion-resistant sheets is purely functional.
- d) Sandwich panels used in coldrooms can only be used with facings in group I colours.
- e) In the case when the Customer fills the document entitled "Customer Statement" in, the information contained in it shall prevail over these "Conditions of warranty".
- f) During installation, gradually inspect the colour on the façade. Such inspection avoids problems associated with the colour difference (applies not only to metallic colours). Reservations regarding colour after the facility is ready are unacceptable, AMC is not responsible for differences of shades under this warranty. Upon noticing differences in colour during assembly, immediate contact with AMC is required.
- g) Orders of sandwich panels in metallic colours should be divided into façades (solid surfaces). Installation of these elements should be carried out according to the markings on labels, in other cases, there may be differences in colour, for which ArcelorMittal Construction will not be held liable.
- h) AMC is not responsible for the effects of not removing the protective film after 1 month from the date of manufacture.
- 4.4. 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 **SP12, SP15 SP18, SP25, SP35, PVDF25, PVDF35, PVDF60, PUR60, PVC(P)100, PVC(P)150, PVC(P)200, HDP**. 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:
- a) remove the defect of the product (hereinafter: Repair), or
 - b) replace the product with a new one,
- 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 will be made at the discretion of AMC and supervised by AMC. Repairs will be strictly limited to the damaged areas.
- 5.4. In the case of corrosion perforation, AMC, with the consent of the Purchaser, is committed to:
- a) coat the defective products with an organic coating, in whole or in part,
 - b) deliver a new sandwich panel to the Customer in exchange for the defective one, or
 - c) cover the costs of repairing the product.

F7.3.2-2 TERMS OF WARRANTY AND SERVICE
 COMPLAINTS 2019 SANDWICH PANELS

- 5.5. AMC has the choice of how to settle the complaint.
- 5.6. AMC is committed to fulfil the obligations of the warranty provided in point 5.1 no later than 14 days from the date of the notification of the defect. Where keeping the above time-limit is impossible, due to the implementation of the technology used or the necessary way of repair, the claimed time-limit is extended by the duration of the circumstances independent of AMC.
- 5.7. In connection with the natural ageing process of the colours used, the repaired areas may vary in relation to other areas.
- 5.8. The exercise of rights accruing to the Customer under the warranty 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	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 (area of 15%)			Consideration of payment reduction (up to max. 15%)						Minor defects (below 2%)				

VI. IMPLEMENTATION OF WARRANTY

- 6.1. Original warranty cards and the invoice are documents giving the right to claims (in the case of non-standard warranty conditions).
- 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 this warranty will be reported in writing, by fax, by email, without delay, but no later than 14 days after the occurrence of the defect.
- 6.4. The complaint will be addressed to the AMC Department of Complaints and will contain full identification data of the related products, as well as a copy of the proof of purchase.

VII. JURISDICTION

In the event of disputes and the inability of the parties to settle their disputes, the exclusive jurisdiction shall be the court court competent in terms of substance for the registered office of AMC.

Developed in Świętochłowice on

ARCELORMITTAL CONSTRUCTION POLAND SP. Z O. O.
 1 Metalowców Street
 41-600 Świętochłowice