

STANDARD LIMITED GUARANTEE FOR MOUNTING SYSTEMS

BISOL EasyMount mounting systems or respectively its components (hereinafter referred to as mounting systems) manufactured or respectively supplied by BISOL Production, Ltd. (hereinafter referred to as BISOL), are produced in accordance with the highest industry standards to offer the best value for the customer. BISOL assumes that use in accordance with this Standard Limited Guarantee will maintain the function of the mounting systems.

I. 10-year Limited Quality Guarantee

BISOL guarantees for the quality of its mounting systems or respectively its components that under normal installation, application, operation and maintenance conditions, they are free from manufacturing failures, which would reasonably limit the mechanical properties of the mounting systems (this is under the condition that the mounting systems are correctly installed and used in accordance with regulations and all relevant professional standards, as well as in accordance with the installation instructions enclosed to the mounting systems or respectively published on BISOL's official website www.bisol.com), and material failures, whereby any scratches, stains, mechanical wear, altered appearance and other external changes do not constitute failures.

In case that the quality of the mounting systems does not meet the stated guarantee conditions, BISOL will within the period of ten (10) years from the date of purchase, of his own choice either repair the product or deliver a replacement. The repair and replacement of components are the only and exclusive remedies provided with this guarantee and are limited to ten (10) years, unless BISOL determines differently in writing.

This guarantee is effective from the date of the initial purchase of the mounting systems from BISOL, insofar as they were produced or respectively delivered after November 1, 2019.

BISOL reserves the right to adjust the guarantee described in this document (Standard Limited Guarantee) at any time. However, any product purchases, which have been concluded prior to the modification of this document, remain unaffected by this clause. The most recent version of the Standard Limited Guarantee is published on BISOL's official website www.bisol.com.

The guarantee period will not be extended under any circumstances, even in the event of repair or replacement of components, unless BISOL determines differently in writing. Ownership of all replaced components will pass on to BISOL automatically.

II. Exclusion of guarantee

BISOL does not give guarantee for mounting systems, which have not been paid in full to BISOL. It is therefore the responsibility of the buyer or user claiming the guarantee to make sure that the mounting systems have been fully paid for. If in doubt, the buyer or user can ask BISOL upon payment of administrative costs to check and confirm the payment status.

BISOL guarantees only for the quality of the mounting systems, which are subject to legally and generally recognized and valid professional and construction standards or respectively principles, including BISOL's standards, analysis and impacts foreseen in the product specifications enclosed to the mounting systems or respectively published on BISOL's official website www.bisol.com.

In case of the specific nature of a location or project, the buyer, user or respectively local project engineer at the request of the buyer or user, must determine any special effects and loads on the mounting systems and determine whether the type of individual mounting systems is appropriate (depending on the particularities of a given situation) and notify BISOL in writing about all circumstances in this regard before the purchase. Otherwise, the guarantee does not apply.

The guarantee does not apply in the event that BISOL, after his own review or test (e.g. on the scene), finds out that the mounting systems were incorrectly installed, operated or negligently used, maintained, involved in an accident or damaged as a result of improper use, modification, incorrect installation or as a result of carelessness in storage, transport or handling, or where repair or replacement of components were undertaken in any way or manner by persons other than BISOL or specifically authorized third persons.

This guarantee will not be applicable to defects of components:

- due to forces of nature, force majeure and other unforeseeable circumstances that could not have been expected, avoided or deterred, for example earthquakes, fires, floods, explosions, rock falls, direct and indirect lightning strikes or any other extreme weather conditions, such as hail, hurricanes, storms, sandstorms, volcanic eruptions, nuclear events, etc.;
- due to improper maintenance and inappropriate tests by the buyer, user or third persons, flying objects, animals (e.g. rodents, insects, etc.), chemical or biological and other effects, excessive snow and wind load, and other external excessive loads etc.;
- due to loads that are higher than the named design load in Eurocode EC 1 or any other circumstances that are out of BISOL's control.

Costs of dismantling any defective components and costs of re-installing repaired or replaced components, transportation costs in the event of return of components to BISOL or an authorized seller of mounting systems, as well as shipping costs of repaired or replaced components, and any other potential costs incurred in connection with mounting systems are excluded from this guarantee.

III. Assertion of claims

The remedies set forth in this Standard Limited Guarantee are the exclusive remedies available to the buyer or user of mounting systems, except remedies as set forth in applicable Slovenian legislation. BISOL is not liable for any damage, injury or loss (e.g. loss of income, profit or other potential losses) arising out of or related to the mounting systems, unless BISOL determines differently in writing.

The assertion of the services specified set forth in this Standard Limited Guarantee requires from the buyer or user (1) to inform the authorized seller of mounting systems about alleged defect in writing, or (2) if the seller no longer exists (e.g. due to business termination), to send a written notification of claim directly to BISOL to the address mentioned in the latest version of the Standard Limited Guarantee.

Any notification of defects must be sent in a standard form provided by BISOL that came with the mounting systems or respectively is published on BISOL's official website www.bisol.com, together with the original sales receipt proving the time of purchase, information about

mounting systems and high-resolution pictures of the alleged defects. The notification of alleged defect must be sent within 15 days from the moment when a defect in material and/or workmanship is first noticed. In any case the notification of the alleged defect must be sent within 45 days of its occurrence. The burden of proof of the occurrence of the alleged defect and its circumstances is in domain of the buyer or user. At the written request of BISOL, the buyer or user must submit the mounting systems for inspection and analysis to BISOL in order to make the necessary measurements and to fully determine the actual status of the alleged defect on the mounting systems. Otherwise, the guarantee does not apply.

This guarantee shall only cover claims made with BISOL or its authorized seller. Enforcement by third parties shall only be possible if BISOL agrees hereto. The return of the mounting systems to BISOL is permitted strictly after a written consent has been obtained from BISOL.

IV. Contacts

To receive services under this Standard Limited Guarantee, please contact the authorized seller of the mounting systems or contact BISOL directly at one of the following address: Latkova vas 59a, 3312 Prebold, Slovenia; e-mail: guarantee@bisol.com; phone: + 386 (0)3 703 22 50; fax: + 386 (0)3 703 22 63.

V. Choice of law

This Standard Limited Guarantee shall be governed and construed as they read and in accordance with the laws of the Republic of Slovenia, excluding the United Nations Convention on Contracts for the International Sale of Goods as well as the conflict of law rules on International Private Law.

In addition the General Sales Terms and Conditions for Supply of Goods and Services (GSTC), which are published on website www.bisol.com, apply mutatis mutandis to all business scenarios and transactions.

Any and all disputes arising out of or in connection with this Standard Limited Guarantee shall be finally settled by Slovene courts, where Slovenian law applies.

VI. Validity



ADDRESS

BISOL Group, d.o.o.
Latkova vas 59a
SI-3312 Prebold
Slovenia



PHONE

T: +386 (0)3 703 22 50
F: +386 (0)3 703 22 63



E-MAIL

info@bisol.com
www.bisol.com

This Standard Limited Guarantee applies for series and types of mounting systems that in mounting systems` enclosed or respectively on the official website (www.bisol.com) published product specifications refer to this Standard Limited Guarantee.

VIII. Final provisions

In case any provisions of this Standard Limited Guarantee are wholly or partly invalid or unenforceable, such provisions shall be modified to the minimum extent required for the rest of this Standard Limited Guarantee to continue in full force and effect.

Prebold, 1st November 2019

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Slovenia

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