

## WARRANTY FOR hanit<sup>®</sup> RECYCLED PLASTICS PRODUCTS

### 1. WARRANTY AND DURATION

Subject to any additional terms, conditions or exclusions contained in the applicable version of HAHN Plastics (North America) Ltd.'s General Terms and Conditions of Business ("**GT&Cs**"), HAHN Plastics (North America) Ltd.'s ("**HAHN**") warrants that on delivery, and for a period of 20 years from the date of delivery of the product (the "Warranty Period"), the hanit<sup>®</sup> recycled plastic products shall be delivered free of material defects in design, material and workmanship.

The colour of any hanit<sup>®</sup> recycled plastic products and any changes thereto over time is not a part of this warranty. HAHN expressly disclaims any warranty or liability in respect of variations or changes of colour to any hanit<sup>®</sup> recycled plastic products delivered to the customer.

### 2. MATERIAL PROPERTIES OF hanit<sup>®</sup> RECYCLED PLASTIC PRODUCTS

hanit<sup>®</sup> recycled plastic products may show variations in colour and dimensions (with a fluctuation of up to +/- 1.5%). hanit<sup>®</sup> recycled plastic products may vary in surface finish and show production-related textured surfaces, inclusions, and cavities. Due to this, the given weight, dimensions, colour and surface finish are approximate only and do not form part of this warranty. For further details, see the applicable version of the GT&Cs.

### 3. WARRANTY CONDITIONS

Subject always to any further conditions contained in the applicable version of GT&Cs and any exclusions, HAHN shall at its option replace and/or repair and/or refund hanit<sup>®</sup> recycled plastic products after a thorough inspection should our goods be found to be defective during the Warranty Period in spite of proper installation, application and use.

Installation and application of hanit<sup>®</sup> recycled plastic products according to assembly and installation instructions are a prerequisite for warranty adjustments.

Any reimbursements of transport costs, installation, re-installation, consequential damage, disassembly, or other costs are excluded from this warranty and the customer shall be solely responsible for the costs of same.

### 4. WARRANTY HANDLING

For correct and speedy processing in case of a warranty claim, please contact HAHN in writing during the Warranty Period and include the following documentation:

- » a copy of the invoice
- » a detailed description of the defect
- » photos and/or a sample of the faulty hanit<sup>®</sup> recycled plastic products

For more information on how a warranty claim will be processed, see the applicable version of the GT&Cs.

### 5. EXCLUSION OF WARRANTY

In addition to any exclusions or restrictions which are set out in the applicable version of the GT&C's, the following items do not constitute warranty claims:

- (a) defects that can be ascribed to normal wear and tear;
- (b) defects such as discolouration and expansion caused by weather and climatic conditions;
- (c) defects caused by actions of the customer or third parties (improper use and assembly, modification of the

product, use of parts from other suppliers, inappropriate transport, packaging, and storage);

(d) damage and/or destruction (whether intentional or unintentional) caused by the actions of the customer or third parties.

## **6. PRODUCTS NOT BENEFITTING FROM 20 YEAR WARRANTY**

In addition to any other excluded hanit<sup>®</sup> recycled plastic products set out in the applicable version of the GT&C's, the following hanit<sup>®</sup> recycled plastic products do not benefit from the 20 year warranty set out herein:

(a) second quality and remaining stock sales (warranty for these hanit<sup>®</sup> recycled plastic products is restricted to 12 months from the date of delivery);

(b) custom-made hanit<sup>®</sup> recycled plastic products, industrial profiles, finished parts and systems (warranty for these hanit<sup>®</sup> recycled plastic products is restricted to 12 months from the date of delivery);

(c) goods not manufactured by companies of the HAHN Group;

(d) reinforced posts (warranty for this product is restricted to 5 years from the date of delivery).

## **7. PLACE OF JURISDICTION**

The place of jurisdiction and governing law of this warranty shall be as set out in the applicable version of the GT&Cs.

**December 2020**