

**Consumer guarantee from Gust. Alberts GmbH & Co KG,
Blumenthal 2, 58849 Herscheid, Germany**

-hereinafter referred to as GAH-Alberts-

We are pleased that you have chosen a GAH Alberts product. You can therefore expect excellent quality. For this reason, GAH-Alberts provides a guarantee for our products which does not affect statutory provisions. The scope and conditions of the guarantee result from the following consumer guarantee:

1. Guarantee conditions

Which GAH-Alberts products are covered?

GAH-Alberts provides a guarantee for fencing systems against rusting through in the following way:

- for zinc phosphated and plastic-coated fence posts, struts, gates, fence panels as well as braided and welded mesh rolls, clamps and brackets for fixing fence panels for a period
- for sendzimir galvanized and plastic-coated fence posts, struts, gates, fence panels as well as braided and welded mesh rolls, clamps and brackets for fixing fence panels for a period of 15 years
- for hot-dip galvanized fence posts, struts, gates, fence panels as well as braided and welded mesh rolls, clamps and brackets for fixing fence panels for a period of 15 years
- for hot-dip galvanized and plastic-coated fence posts, struts, gates, fence panels as well as braided and welded mesh rolls, clamps and brackets for fixing fence panels for a period of 15 years

The guarantee is a consumer guarantee and not valid for commercial end customers. The aforementioned guarantee periods are valid as from purchase by the end consumer. Guarantee claims can be accepted only for correctly installed products. No external force (e.g. hammer blows, scratches, chemicals etc.) should be applied that damages or destructs the product's surface. The consumer must refrain from anything that has an adverse and avoidable effect on the product or, if this is unavoidable, must reduce it to a minimum.

2. Guarantee case

What does GAH-Alberts guarantee?

GAH-Alberts provides a guarantee to the end user within the above-mentioned guarantee periods that the company's own products mentioned under point 1 do not rust through and where due to such a possible rust attack function is no longer guaranteed or is unreasonably disrupted.

3. Guarantee services

How is the guarantee provided and in which cases is the guarantee excluded?

In a case where a guarantee claim is made, GAH-Alberts will replace the product(s) In accordance with this guarantee. Purchase price repayments and/or claims for damages, in particular for any consequential damages, are expressly excluded. The guarantee relates exclusively to the specific product concerned. GAH-Alberts reserves the right to provide equivalent replacements.

The guarantee does not cover the replacement of products where the rust defect:

- was caused by changes to the product without the approval of GAH-Alberts
- is based on improper or incorrect use or incorrect assembly
- was caused by an extraordinary physical / chemical overload or excess stress

- resulted from damage caused by repairs
- is based on an external occurrence, such as accidents, natural disasters and all other causes that cannot be controlled and/or foreseen by GAH-Alberts

In the event that the product is returned, the costs and risk of transport shall be borne by the guarantee holder, so that shipping, transport, travel and labour costs are not reimbursed by GAH-Alberts.

4. Claim

How do I make a claim under the guarantee?

Prerequisite for the assertion of guarantee claims are:

- The guarantee must be claimed within the guarantee period from GAH-Alberts (Blumenthal 2, 58849 Herscheid, Germany, telephone: +49 (0)2357 - 907 0, fax: +49 (0)2357 - 907 189, Email: info@gah.de)
- The product concerned must be returned to GAH-Alberts upon request.
- The guarantee claim must be accompanied by an original written proof of the conclusion of the sales contract for the product (e.g. invoice, receipt).

The guarantee applies in addition to the statutory rights. Your statutory rights, such as rights of revocation or guarantee claims, are not limited by the guarantee.

5. Scope of application

Where is the guarantee valid?

The guarantee is valid within the European Union. However, all areas with extreme climatic and environmental conditions are excluded.

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

What else do I have to consider?

This guarantee is subject exclusively to German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980. This does not apply to German consumers. Additionally, GAH's general terms and conditions apply, available at <https://www.gah.de/allgemeine-geschaeftsbedingungen/>.