



Ten-year Surface Warranty

on MACO-RUSTICO shutter hardware with
the PREMIUM-PLUS surface

Mayer & Co Beschläge GmbH, company ID no. 136280 m, 5020 Salzburg, Alpenstrasse 173, Austria (hereinafter abbreviated as “**MACO**”) is an attractive partner for manufacturers of technologically advanced window, door, and shutter systems, as well as related business areas. MACO attaches great importance to the quality of its hardware and hardware systems and subjects its products to strict testing criteria.

RUSTICO shutter hardware equipped with the MACO-PREMIUM-PLUS surface quality are especially corrosion resistant. Therefore, besides the statutory warranty, MACO grants its customers a voluntary manufacturer's warranty for MACO-RUSTICO shutter hardware equipped with the PREMIUM-PLUS surface, subject to the following prerequisites or conditions.

Preconditions for the limited warranty are on the back

1. WARRANTY POLICY

The MACO surface warranty applies for a period of 10 years from the invoice date and exclusively for fabricators that have acquired the MACO-RUSTICO shutter hardware with the PREMIUM-PLUS surface from MACO and install them in the window or door systems manufactured by them, but not for final consumers or other groups of people. No warranty claims may be assigned to any third party. Therefore, third parties cannot derive or assert any claims based on this warranty policy for fabricators, not even by relying on an agreement having protective effects on third parties.

The MACO surface warranty only covers the surface quality of the MACO-RUSTICO shutter hardware with the PREMIUM-PLUS surface.

Accordingly, a warranty case applies if, within 10 years of purchase (invoice date) of any MACO-RUSTICO shutter hardware with the PREMIUM-PLUS hardware surface and processing of the same by the fabricator despite using it as intended and complying with the warranty prerequisites and exceptions specified below,

- › clearly visible red rust damage is present on the surface, and the surface is still visible in its assembled condition, or
- › the surface becomes detached because of corrosion on the base material.

2. MAKING OF A WARRANTY CLAIM BY THE FABRICATOR

The fabricator must make a claim on the MACO surface warranty against MACO in writing within the warranty period and within fourteen (14) days of acquiring knowledge of a warranty case and must submit the original invoice and deliver the rejected parts to MACO.

3. SERVICES IF A WARRANTY CASE APPLIES

If a warranty case applies pursuant to the terms and conditions of this warranty, and no ground for exclusion of the warranty applies under Section 5, MACO shall replace the defective hardware or part free of charge. If the defective part has already been removed from the product line, MACO warrants that it will replace the part free of charge with a part that is at least equivalent and has the same function.

The performance of a warranty service if a warranty case applies shall not extend the warranty period nor put any new warranty into force. The warranty time remaining from the original warranty period shall also apply to the replacement product.

The warranty service is limited to replacing the defective hardware or part free of charge. It does not include costs that exceed the replacement of the part, such as delivery or transportation costs, the costs of removing or installing the hardware, defect correction costs, etc. or, in particular, damages or compensation for consequential losses. This warranty policy shall not restrict the applicable statutory provisions to the detriment of the recipient of the warranty.

4. WARRANTY PREREQUISITES

The MACO surface warranty is granted only if the customer has met all of the following prerequisites. The customer shall have:

- a) used the MACO-RUSTICO shutter hardware appropriately and in accordance with the applicable provisions and the product-specific descriptions (available in the download area at www.maco.eu);
- b) observed and complied with all usage, processing, safety, and warning information from MACO, as well as other requirements specified in the assembly information;
- c) used only MACO-RUSTICO hardware screws made of stainless steel
- d) MACO-RUSTICO shutter hardware installed by professional staff and can prove this;
- e) fulfilled all duties to provide instructions to the end user and can prove this;
- f) performed the appropriate maintenance in accordance with the product-specific MACO maintenance and operation instructions for MACO-RUSTICO shutter hardware and can prove this by submitting a maintenance or warranty certificate; and
- g) used only MACO components when processing MACO-RUSTICO shutter hardware;

5. WARRANTY EXCLUSIONS

The following are **excluded** from the warranty:

- a) setting ranges, clamp screws, setting screws and moving parts;
- b) bare metal on interfaces, punched holes, and corrosion emanating from the same;
- c) mechanical damage to the surface;
- d) electromechanical hardware systems, e.g., electrical, electronic, and magnetic parts, as well as their mechanical hardware components;
- e) components that, for manufacturing-related reasons, cannot be coated with PREMIUM-PLUS;
- f) improper or inappropriate use contrary to the MACO assembly information;
- g) MACO-RUSTICO shutter hardware with the PREMIUM-PLUS surface to which corrosion was transferred by foreign materials;
- h) MACO-RUSTICO shutter hardware with the PREMIUM-PLUS surface, where loose rust is being deposited on undamaged surfaces;
- i) MACO hardware installed in conjunction with hardware components from third-party manufacturers;
- j) MACO-RUSTICO shutter hardware or parts that were stored or transported improperly; and
- k) correspondingly marked items in the MACO-RUSTICO catalog.

6. APPLICABLE LAW, PLACE OF PERFORMANCE, JURISDICTION

The laws of Austria shall apply, except for the UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980. The place of performance for the obligations arising from this warranty is 5020 Salzburg, Austria. The exclusive jurisdiction is the relevant court having subject-matter jurisdiction in 5020 Salzburg.