



# 15-year Surface Warranty

for the use of selected MACO hardware with the Tricoat-Evo 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.

Hardware components equipped with the MACO-Tricoat-Evo surface quality are especially corrosion resistant. Therefore, MACO grants its customers a voluntary manufacturer’s warranty under the warranty conditions overleaf, in addition to the statutory warranty, for hardware components from the following product groups, provided that the hardware parts have a MACO-Tricoat-Evo surface and were purchased on or after 01.08.2021 (invoice date) (hereinafter „**MACO-Surface Warranty**“):

## Product groups:

- › Multi-Matic turn-only and tilt & turn hardware,
- › Protect door locks,
- › Rail-Systems lift & slide hardware and
- › Espags espagnolette casement locks.

Warranty conditions on the back

## 1. DECLARATION OF WARRANTY

This MACO-Surface Warranty applies for a period of **15 years from the date of invoice** and exclusively for the benefit of fabricators that have acquired MACO hardware components with Tricoat-Evo surface of the above mentioned product groups from MACO from 01.08.2021 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.

This MACO-Surface Warranty exclusively covers the surface quality of the MACO hardware components with Tricoat-Evo surface from the above mentioned product groups.

Taking into account the warranty conditions and exceptions below, a warranty case is therefore given if, within 15 years from the date of invoice

### 1. in Multi-Matic turn/tilt fittings, Rail-Systems lift/slide fittings or Espags casement locks,

- (i) there is clearly visible impairment of the surface still visible in the assembled state due to red rust or if the coating of the surface still visible in the assembled state detaches from the base material due to corrosion; and
- (ii) these fittings from the product groups listed under 1. have an invoice date from or after 01.08.2021; and
- (iii) these are installed by fabricators in window or door systems manufactured by them; and
- (iv) the warranty conditions according to point 4. are fulfilled.

### 2. in Protect door locks

- (i) there is clearly visible impairment of the faceplate surface still visible in the assembled state or of the surface of fittings coated with MACO-Tricoat-Evo in locking elements (i.e. deadbolts, hooks, bolts, cams, locking bolts and latches) due to red rust or the coating of the faceplate surface still visible in the assembled state or the surface of fittings coated with MACO-Tricoat-Evo in the aforementioned locking elements peels off due to corrosion on the base material; and
- (ii) these fittings from the product group listed under 2. have an invoice date from or after 01.08.2021; and
- (iii) these are installed by fabricators in window or door systems manufactured by them; and
- (iv) the warranty conditions according to point 4. are fulfilled.

## 2. MAKING OF A WARRANTY CLAIM BY THE FABRICATOR

The fabricator must make a claim on this 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 affected MACO-hardware component free of charge. If the affected MACO-hardware component has already been removed from the product line, MACO warrants that it will replace the component free of charge with a component that is at least equivalent and has the same function and an equivalent surface quality.

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 MACO-hardware component covered by this warranty free of charge. It does not include costs above and beyond, 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 only granted under the following cumulative prerequisites that the fabricator always**

- a) used the MACO hardware components with Tricoat-Evo surface from the above mentioned product groups appropriately and in accordance with the applicable provisions and the product-specific descriptions (available in the download area at [www.maco.eu](http://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 screws with Tricoat-Evo surface;
- d) installed MACO hardware components with Tricoat-Evo surface from the above mentioned product groups by professional staff in a proper and professional manner and can prove this;
- e) fulfilled all duties to provide instructions towards its downstream distribution chain up to the final user and can prove this;
- f) performed the appropriate maintenance in accordance with the product-specific MACO maintenance and operation instructions for MACO hardware components with Tricoat-Evo surface from the above mentioned product groups and can prove this by submitting a maintenance or warranty certificate; and
- g) used only MACO components when processing MACO hardware components with Tricoat-Evo surface from the above mentioned product groups.

## 5. WARRANTY EXCLUSIONS

The following are **excluded** from the warranty

- a) a) the use of MACO hardware components with Tricoat-Evo surface from the above mentioned product groups in Accoya\* (see surface warranty for Accoya\*);
- b) the use of MACO hardware components with Tricoat-Evo surface from the above mentioned product groups in acidic woods such as oak, larch, teak (see surface guarantee for acidic woods);
- c) adjustment ranges, locking screws, adjustment screws and moving parts;
- d) bare metal on interfaces, punched holes, and corrosion emanating from the same;
- e) mechanical damage to the surface;
- f) electromechanical hardware systems, e.g., electrical, **electronic**, and magnetic parts, as well as their mechanical hardware components;
- g) components that, for manufacturing-related reasons, cannot be coated with MACO-Tricoat-Evo;
- h) improper or inappropriate use contrary to the MACO assembly information;
- i) damage to MACO hardware components with Tricoat-Evo surface from the above mentioned product groups, which have been caused by chemical (e.g. use of aggressive or abrasive cleaning agents) or mechanical (e.g. independently carried out modifications or self-repairs) effects, by natural wear and tear, corrosion or by improper use;
- j) MACO hardware components with Tricoat-Evo surface from the above mentioned product groups to which corrosion was transferred by foreign materials;
- k) MACO hardware components with Tricoat-Evo surface from the above mentioned product groups, where loose rust is being deposited on undamaged surfaces;
- l) MACO hardware components with Tricoat-Evo surface from the above mentioned product groups installed in conjunction with hardware components from third-party manufacturers; as well as
- m) MACO hardware components with Tricoat-Evo surface from the above mentioned product groups that were stored or transported improperly.

\* Registered trademark of Titan Wood Limited

## 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 and to the exclusion of conflict-of-law rules. 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.