

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

-hereinafter referred to as Alberts-

We are pleased that you have chosen a Alberts product. You can therefore expect excellent quality. For this reason, 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 Alberts products are covered?

### Alberts guarantees its products from the post support product range as follows:

- 15 years for hot-dip galvanised L-post supports (article: 213957)
- 15 years for hot-dip galvanised post supports (article: 219826, 219802, 219819)
- 15 years for hot-dip galvanised U-post supports (article: 214234)
- 15 years for hot-dip galvanised post supports (article: 219826, 219802, 219819)
- 15 years for electro-galvanised and black powder-coated U-post supports (article: 215545, 215552)

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 Alberts guarantee?

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 guarantee case, 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. Claims of intentional or grossly negligent conduct by Alberts due to injury to body or health shall remain unaffected by this. The guarantee relates exclusively to the specific product concerned. Alberts reserves the right to provide equivalent replacements.

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

- $\cdot\,$  was caused by changes to the product without the approval of Alberts
- is based on improper or incorrect use or incorrect assembly
- $\cdot$  was caused by an extraordinary physical/chemical overload or excess stress
- $\cdot$  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 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 Alberts (Blumenthal 2, 58849 Herscheid, Germany, telephone: +49 (0)2357 907 0, fax: +49 (0)2357 907 189, Email: info@alberts.de)
- The product concerned must be returned to Alberts upon request.
- The guarantee claim must be accompanied by original proof of the conclusion of the sales contract for the product (e.g. invoice, receipt)

The guarantee applies in addition to the statutory rights that you can claim free of charge. Your statutory rights, such as rights of revocation or warranty 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. General Terms and Conditions

What else do I have to consider?

Alberts' General Terms and Conditions also apply, available at https://www.alberts.de/allgemeine-geschaeftsbedingungen/, last updated: 11/2023