

Product warranty (valid from 1 January 2025)

ERS Europe-Systems GmbH, Marie-Curie-Straße 7, 64653 Lorsch, Germany (hereinafter referred to as 'Manufacturer') guarantees the end customer from the EU (hereinafter referred to as 'Customer') that the products listed therein will be free from defects in material and workmanship when used in the EU in accordance with the following special conditions within the periods specified therein for the products listed therein

1. Sheet metal components
 - 1.1. Stainless steel sheet metal mounting clamps
2. RopeFix
 - 2.1. RopeFix and brass attachments
 - 2.2. RopeFix and stainless steel attachments
 - 2.3. RopeFix and attachments made of a zinc die-cast alloy
3. Ropes
 - 3.1. Steel rope made of galvanised steel with end elements made of die-cast zinc or steel
 - 3.2. Steel rope made of stainless steel with end elements made of die-cast zinc or (stainless) steel
4. Connecting elements
 - 4.1. Connecting elements for customer-side material, made of brass
 - 4.2. Connecting elements for customer-side material, made of stainless steel
 - 4.3. Connecting elements for customer-side material, made of a zinc die-cast alloy

The following products or product groups from the ERS delivery programme are considered connecting elements according to the above definition:

 - CableBase
 - SystemBase
 - Adapter

(hereinafter referred to as 'product') will be free from material or processing defects.

Claims under this warranty will only be accepted if

- the customer has followed the manufacturer's installation, care and maintenance instructions for the respective product;
- there are no warranty exclusions as set out in the special conditions for the manufacturer's products;
- the product is not a replacement or a part subject to wear, where wear is defined as wear resulting from a lack of or inappropriate care and from a failure to follow the care instructions provided by the manufacturer;
- the product does not show any signs of repairs or other interventions by workshops not authorised by the manufacturer;

If the customer has a claim under the warranty in accordance with this warranty declaration, the customer will receive a replacement for the defective products in accordance with the following special conditions for the product concerned. The warranty does not cover the

costs of dismantling the defective parts and reassembling the parts at the customer's premises.

Other claims of the customer against the manufacturer, in particular for damages, are excluded. However, the contractual or legal rights of the customer against the respective seller are not affected by this guarantee.

Public use of the products within the meaning of these guarantee conditions is understood to be use in commercially used premises or in premises that are accessible to a group of people that is not predetermined or determinable.

Private use of the products in the sense of these warranty conditions is understood to be use in private premises or in premises that are only accessible to a pre-determined or identifiable group of people.

Claims under the warranty can only be asserted by written notification to the manufacturer, submitting the original invoice with the date of purchase within a preclusion period of two months after the warranty claim arises or, in the case of defects that are not immediately recognisable, within two months of their discovery. The manufacturer shall bear the costs of sending and returning the product. However, if the manufacturer or the responsible customer service department has named a specific freight company to the customer for the return shipment and the customer uses a different freight company, the manufacturer shall not bear the costs of the return shipment.

If a claim under warranty is made and if, when the product is inspected by the manufacturer or the relevant customer services department, it is found that there was no defect or that the claim under warranty does not exist for one of the above reasons, the manufacturer is entitled to charge a service fee of 10% of the purchase price, but at least EUR **150.00**. This does not apply if the customer can prove that he could not have recognised under the circumstances that the warranty claim was not valid.

This warranty applies to the extent and under the conditions mentioned above (including the presentation of proof of purchase in the event of resale) for each subsequent owner of the product in (geographical area of validity).

This warranty is subject to the laws of the Federal Republic of Germany.

1. Sheet metal components

The special warranty conditions for this product are defined as follows:

Warranty period

20 years

This warranty is valid for a period of **20 years**, which begins on the date of the acceptance report for the building in the case of express acceptance, otherwise on the date of issue of the fitter's invoice.

It does not apply to defects that appear or that the beneficiary notifies to the manufacturer after the expiry of the warranty period.

Guarantor

ERS EuRope-Systems GmbH

Marie-Curie-Str. 7

D-64653 Lorsch

+49 (0)6251/98709-0 info@europe-systems.de

Event of damage covered by the guarantee

- Breakage of the sheet metal components installed in a professional manner as recommended in the installation instructions on our website under normal operating conditions, in particular in compliance with the static load conditions.
- Oxidation with structural cracks and deep corrosion, leading to deformation under load and eventual failure of the sheet metal components installed and operated in a professional manner as recommended.

The professional execution of the work by the client, the site manager and the various persons involved in the execution of the ordered construction work (and in particular by the installer) is a prerequisite for claiming the guarantee. Sufficiently precise and detailed documentation is required to assess the existence of a guarantee claim.

Exclusions

The guarantee does not apply:

- non-compliance with the ERS manufacturer's specifications and in particular the operating instructions and/or assembly instructions provided by the ERS manufacturer (according to the version in force at the time the guarantee is invoked);
- if the exclusions listed below have contributed to the damage:
 - contact with seawater (component in or under water, components mounted directly on the seashore);

- contact with another metal with an unsuitable galvanic couple (copper, galvanised steel, etc.), unless the manufacturer has already supplied it in contact with it,
- chemical treatment of any kind;
- changes in colour and appearance due to natural ageing;
- establishment of an industrial zone due to the risk of chemical substances being released that accelerate corrosion;
- surface bleaching (light surface oxidation that does not affect the mechanical strength of the components);
- sheet metal components in prolonged contact with acidic or alkaline products and/or their aqueous solutions or vapours;
- strongly fluctuating temperature profiles that lie outside the usual limits in offices or living spaces;
- permanent relative humidity above 60%;
- Very low temperatures below -5°C;
- Very high temperatures above 60°C;
- Dynamic loads caused by air currents in the room (wind load with open windows);
- Dynamic loads caused by improper cleaning processes;
- Dynamic loads caused by earthquakes.

Storage conditions for 'sheet metal components'

The products covered by the guarantee must be stored in accordance with the conditions specified by the manufacturer, i.e. under a roof and in the original packaging (outer packaging, plastic bags) used by the manufacturer at the time of shipment, in order to protect them from the weather (wind, rain, snow, hail), the effects of the moon's reflection and solar radiation, as well as the effects of chemicals and extreme pollution.

Specific maintenance requirements for the 'sheet metal components':

- none -

Guarantee value:

Replacement of the originally delivered goods:

The manufacturer delivers to the beneficiary a quantity of goods that is equivalent to the purchase value, minus a percentage for wear and tear, which depends on the useful life of the defective goods:

for private use:

- 0 – 2 full years: 100% of the purchase value,
- 3 – 5 full years: 80% of the purchase value,
- 6 – 10 full years: 60% of the purchase value,
- 11 – 15 full years: 50% of the purchase value,
- 16 – 20 years of age: 25% of the purchase price,
- 21 – 30 years of age: 10% of the purchase price.

*** for public use:**

- 0 – 2 years of age: 100% of the purchase price,
- 3 – 5 years of age: 75% of the purchase price,
- 6 – 10 years of age: 50% of the purchase price,
- 11 – 20 years of age: 10% of the purchase price,
- 21 – 30 years of age: 5% of the purchase price.

The period of use begins with the explicit, unconditional acceptance of the installation/structure (documented in the acceptance report; if available, the documented date of the removal of all reservations, otherwise the date of acceptance), otherwise with the date of issue of the installer's invoice or, if this is not available, the dealer's or manufacturer's invoice.

2. RopeFix®

The special warranty conditions for this product are defined as follows:

Warranty period

20 years

This warranty is valid for a period of **20 years**, which begins with the explicit acceptance on the date of the acceptance protocol for the structure, otherwise on the date of issue of the installer's invoice.

It does not apply to defects that appear or that are reported by the beneficiary to the manufacturer after the expiry of the warranty period.

Guarantor

ERS EuRope-Systems GmbH

Marie-Curie-Str. 7

D-64653 Lorsch

+49 (0)6251/98709-0 info@europe-systems.de

Event of damage covered by the guarantee

- Breakage of the RopeFix® assembly installed in a professional manner as recommended in the assembly instructions on our website under normal operating conditions, in particular in compliance with the static load conditions.

- Oxidation with structural cracks and deep corrosion leading to deformation under load and eventual failure of the RopeFix® assembly installed in a professional manner as recommended.

The professional execution by the client, the site manager and the various persons involved in the execution of the ordered construction work (and in particular by the assembler) is a prerequisite for claiming the guarantee.

Exclusions

The guarantee does not apply:

- if the ERS manufacturer's specifications are not met, and in particular those set out in the operating instructions and/or assembly instructions provided by the ERS manufacturer (according to the version in force at the time the guarantee is invoked);

- if the exclusions listed below have contributed to the damage:
 - Contact with seawater (component in or under the water, components installed directly on the seashore);
 - contact with another metal with an unsuitable galvanic pairing (copper, galvanised steel, etc.), unless the manufacturer has already supplied it in contact;
 - chemical treatment of any kind;
 - change in colour and appearance due to natural ageing;
 - establishment of an industrial zone due to the risk of chemical substances being released that accelerate corrosion;
 - surface bleaching (light surface oxidation that does not affect the mechanical strength of the components);
 - RopeFix in prolonged contact with acidic or alkaline products and/or their aqueous solutions or vapours;
 - RopeFix in prolonged contact with a chlorine-containing atmosphere;
 - strongly fluctuating temperature cycles that lie outside the usual limits in offices or living spaces;
 - Relative humidity above 60% for long periods;
 - Very low temperatures below -5°C ;
 - Very high temperatures above 60°C ;
 - Dynamic load cycles caused by air currents in the room (wind load with open windows);
 - Dynamic load cycles caused by improper cleaning processes;
 - dynamic load cycles caused by earthquakes;
 - natural ageing of the assembly due to relaxation of the spring material (see: 'Special maintenance requirements for RopeFix®').

Storage conditions for RopeFix®

The products covered by the guarantee must be stored in accordance with the conditions specified by the manufacturer, i.e. under a roof and in the original packaging (outer packaging, plastic bags) used by the manufacturer on dispatch, in order to protect them from the weather (wind, rain, snow, hail), the effects of the moon's reflection and solar radiation, as well as the effects of chemicals and extreme pollution.

Special maintenance requirements for RopeFix®:

Due to the relaxation of the spring material of the spring inside the RopeFix, which is responsible for the necessary pre-tensioning inside the assembly and without which the functional principle of the RopeFix® is no longer given, the following maintenance requirement is specified:

After 5 years of use, each RopeFix® must undergo a 'function test with ERS test weight' **every 2 years** to maintain this warranty.

For this purpose, the RopeFix® assembly is completely relieved of load, but not moved on the rope (the load attached to the RopeFix® should therefore be fixed and only lifted to the extent that the linear expansion of the rope occurs until the RopeFix® is relieved).

Then a slotted ERS test weight must be placed on the rope and on top of the RopeFix® guide. This test weight must NOT push the RopeFix® guide to the mechanical stop. If this condition is reached, the RopeFix® must be replaced due to natural material fatigue

(relaxation) of the spring. This case is expressly not covered by the guarantee; the replacement part must be reordered by the beneficiary from the manufacturer ERS.

The ERS test weight required for maintenance is available in different versions, depending on the RopeFix® series, from the manufacturer ERS as an accessory.

This maintenance requirement is also described in the document: 'RopeFix® – Long-term use' and can be downloaded from our homepage www.europe-systems.de.

Warranty value:

Replacement of the originally delivered goods:

The manufacturer delivers to the beneficiary a quantity of goods equivalent to the purchase value, minus a percentage for wear and tear, which depends on the period of use of the defective goods:

for private use:

- 0 – 2 full years: 100% of the purchase value,
- 3 – 5 full years: 80% of the purchase price,
- 6 – 10 full years: 60% of the purchase price,
- 11 – 15 full years: 50% of the purchase price,
- 16 – 20 full years: 25% of the purchase price,
- 21 – 30 years of age: 10% of the purchase price,

for public use:

- 0 – 2 years of age: 100% of the purchase price,
- 3 – 5 years of age: 75% of the purchase price,
- 6 – 10 years of age: 50% of the purchase value,
- 11 – 15 years of age: 25% of the purchase value,
- 16 – 20 years of age: 10% of the purchase value,
- 21 – 30 years of age: 5% of the purchase value,

The period of use begins with the explicit, unconditional acceptance of the installation/structure (documented in the acceptance report; if available, the documented date of the removal of all reservations, otherwise the date of acceptance), otherwise with the date of issue of the installer's invoice or, if this is not available, the dealer's or manufacturer's invoice.

3. Ropes

The special warranty conditions for this product are defined as follows.

Warranty period

20 years

This warranty is valid for a period of **20 years**, starting from the date of the acceptance report for the structure in the case of express acceptance, otherwise from the date of issue of the fitter's invoice.

It does not apply to defects that occur after the warranty period has expired or that are reported to the manufacturer by the beneficiary after the warranty period has expired.

Guarantor

ERS EuRope-Systems GmbH

Marie-Curie-Str. 7

D-64653 Lorsch

+49 (0)6251/98709-0 info@europe-systems.de

Claims covered by the guarantee

- breakage of the cable, installed in a professional manner as recommended in the installation instructions on our website, under normal operating conditions, in particular in compliance with the static load conditions. This applies to the assembly, i.e. to the cable and the cable fastening element (SBE) firmly attached to it.

The professional execution of the work by the client, the site manager and the various persons involved in the execution of the ordered construction work (and in particular by the installer) is a prerequisite for claiming the guarantee.

Exclusions

The guarantee does not apply:

- if the ERS manufacturer's specifications are not met, and in particular those set out in the operating instructions and/or installation instructions provided by the ERS manufacturer (according to the version in force at the time the guarantee is invoked);
- if the exclusions listed below have contributed to the damage:
 - contact with seawater (component in or under water, components installed directly on the seashore);

- contact with any liquid, even for very short periods (due to the structure of the cable and the SBE, liquids can penetrate into the cable and cause chemical corrosion);
- contact with another metal with an unsuitable galvanic pairing (copper, galvanised steel, etc.) unless the manufacturer has already supplied it in contact with it;
- chemical treatment of any kind;
- colour and appearance changes due to natural ageing;
- establishment of an industrial zone due to the risk of chemical substances being released that accelerate corrosion;
- surface bleaching (slight surface oxidation that does not affect the mechanical strength of the components);
- ropes in contact with acidic or alkaline products and/or their aqueous solutions or vapours;
- ropes in contact with a chlorine-containing atmosphere;
- ropes placed over sharp edges without a sufficient radius and/or protective intermediate layer and then loaded;
- ropes pulled under load over edges or through narrow channels (e.g. in a RopeFix®);
- Strongly fluctuating temperature curves that lie outside the usual limits in offices or living spaces;
- Relative humidity constantly above 60 per cent;
- Very low temperatures below -5°C;
- Very high temperatures above 60°C;
- Dynamic loads caused by air currents in the room (wind load when windows are open);
- dynamic load cycles caused by improper cleaning procedures;
- dynamic load cycles caused by earthquakes;
- natural ageing of the assembly due to relaxation of the SBE material.

Storage conditions for ropes

The products covered by the guarantee must be stored in accordance with the conditions specified by the manufacturer, i.e. under a roof and in the original packaging (outer packaging, film bags) used by the manufacturer on dispatch, in order to protect them from the weather (wind, rain, snow, hail), the effects of the moon's reflection and solar radiation, as well as the effects of chemicals and extreme pollution.

Specific maintenance requirements for ropes:

- none -

Guarantee value:

Replacement of the original goods supplied:

The manufacturer will supply the beneficiary with a quantity of goods of an amount equal to the purchase value, less a percentage for wear and tear, which depends on the period of use of the defective goods:

for private use:

- 0 – 2 complete years: 100% of the purchase value,
- 3 – 5 complete years: 80% of the purchase value,
- 6 – 10 complete years: 60% of the purchase value,
- 11 – 15 years of age: 50% of the purchase price,
- 16 – 20 years of age: 25% of the purchase price,
- 21 – 30 years of age: 10% of the purchase price,

for public use:

- 0 – 2 completed years: 100% of the purchase value,
- 3 – 5 completed years: 75% of the purchase value,
- 6 – 10 completed years: 50% of the purchase value,
- 11 – 15 years of age: 25% of the purchase value,
- 16 – 20 years of age: 10% of the purchase value,
- 21 – 30 years of age: 5% of the purchase value,

The period of use begins with the explicit, unconditional acceptance of the installation/structure (documented in the acceptance report; if available, the documented date of the lifting of all reservations, otherwise the date of acceptance), otherwise with the date of issue of the fitter's invoice or, if this is not available, the dealer's or manufacturer's invoice.

4. Fasteners

The special warranty conditions for this product are defined as follows:

Warranty period

20 years

This warranty is valid for a period of **20 years** from the date of formal acceptance as stated in the acceptance report for the building, or otherwise from the date of issue of the fitter's invoice.

It does not apply to defects that appear or that the beneficiary notifies to the manufacturer after the expiry of the warranty period.

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Event of damage covered by the guarantee

- breakage of the connecting element installed professionally as recommended in the assembly instructions on our website under normal operating conditions, in particular in compliance with the static load conditions. The load conditions of the complete assembly used apply, or alternatively the specifications for the installed RopeFix® or rope, depending on which values are the lower.

The professional execution by the client, the site manager and the various persons involved in the execution of the ordered construction work (and in particular by the installer) is a prerequisite for claiming the guarantee.

Exclusions

The guarantee does not apply in the following cases:

- if the ERS manufacturer's specifications are not met, and in particular if the operating and/or assembly instructions provided by ERS (according to the version in force at the time the guarantee is invoked) are not followed;
- if the following exclusions have contributed to the damage:
 - contact with seawater (component in or under water, components installed directly on the seashore);

- contact with another metal with an unsuitable galvanic couple (copper, galvanised steel, etc.) unless the manufacturer has already supplied it in contact;
- chemical attack of any kind;
- change in colour and appearance due to natural ageing;
- establishment of an industrial zone due to the risk of chemical releases accelerating corrosion;
- surface bleaching (light surface oxidation that does not affect the mechanical strength of the components);
- components in contact with acidic or alkaline products and/or their aqueous solutions or vapours;
- components in contact with a chlorine-containing atmosphere;
- components installed and then loaded outside of the applicable general standards and guidelines;
- Strongly fluctuating temperature curves that lie outside the usual limits in offices or living spaces;
- Constant relative humidity above 60%;
- Very low temperatures below -5°C;
- Very high temperatures above 60°C;
- dynamic loads caused by air currents in the room (wind load with windows open);
- dynamic loads caused by improper cleaning procedures;
- dynamic loads caused by earthquakes;

Storage conditions for fasteners

The products covered by the guarantee must be stored in accordance with the conditions specified by the manufacturer, i.e. under a roof and in the original packaging (carton, plastic bag) used by the manufacturer at the time of shipment, in order to protect them from the weather (wind, rain, snow, hail), the effects of the moon's reflection and solar radiation, as well as the effects of chemicals and extreme pollution.

Special maintenance requirements for fasteners:

- none -

Guarantee value:

Replacement of the originally delivered goods:

The manufacturer delivers to the beneficiary a quantity of goods equivalent to the purchase value, minus a percentage for wear and tear, which depends on the period of use of the defective goods:

for private use:

- 0 – 2 complete years: 100% of the purchase value,
- 3 – 5 complete years: 80% of the purchase value,
- 6 – 10 complete years: 60% of the purchase value,
- 11 – 15 years of age: 50% of the purchase price,
- 16 – 20 years of age: 25% of the purchase price,

- 21 – 30 years of age: 10% of the purchase price,

for public use:

- 0 – 2 completed years: 100% of the purchase value,
- 3 – 5 completed years: 75% of the purchase value,
- 6 – 10 completed years: 50% of the purchase value,
- 11 – 15 years of age: 25% of the purchase value,
- 16 – 20 years of age: 10% of the purchase value,
- 21 – 30 years of age: 5% of the purchase value,

The period of use begins with the explicit, unconditional acceptance of the installation / structure (documented in the acceptance protocol; if available, the documented date of the lifting of all reservations, otherwise the date of acceptance), otherwise with the date of issue of the fitter's invoice or, if this is not available, the invoice of the dealer or manufacturer.