

## Terms and conditions of delivery and guarantee granted by the Flagmore Company

### 1. Inspection of the goods:

After delivering the Goods, the Buyer is obliged to inspect the parcel as soon as possible. The Buyer should inspect the goods within seven (7) days after the delivery or seven (7) days after the date the goods were made available to the Buyer, in accordance with the terms and conditions of delivery. The Buyer is not entitled to refer to a defect of the goods, if he/she did not submit a written complaint including a clear description of the defect to the Flagmore company within ten (10) days after the delivery or ten (10) days after the date the goods were made available to the Buyer, in accordance with the terms and conditions of delivery.

### 2. Damage to the goods during shipment:

If the goods are defective or become damaged during shipment, assuming that the defect was appropriately reported by the Buyer (by submitting a complaint), the Flagmore Company is entitled to make an independent decision whether:

1. It shall remove the defect within a specified period and send the repaired goods back to the Buyer.
2. It shall deliver new, identical goods to replace the defective ones.
3. It shall return the amount paid to the Buyer.

At the request of the Flagmore Company, the Buyer should send the defective goods to the company's representative at their own expense.

### 3. Guarantee:

The guarantee is effective from the date of purchase and it covers manufacturing and material defects of the goods.

This product is covered by the following:

A two-year guarantee covering all minor parts of the flagpole included in the range of goods of the Flagmore Company.

The guarantee coverage period for the glass fibre tube of the Pro flagpole is 15 years, for the glass fibre tube of the Nordic flagpole 10 years, for the glass fibre tube of the Europa flagpole 10 years.

The remaining masts are equipped with aluminium and glass fibre tubes covered by a 10-year guarantee.

The Flagmore Company also grants a two-year guarantee for assembly workmanship from the invoice date.

The guarantee covers material and manufacturing defects of products sold under the brand Flagmore, counted from the date of the first sale by the Flagmore Company or its representative.

The receipt or invoice must always be enclosed with the complaint. ***(Please keep the invoice/receipt).***

The guarantee is not effective, if damage is caused by careless or improper use or if the product was repaired by a company other than Flagmore or using spare parts unauthorised by Flagmore.

The guarantee does not cover damage caused by improper assembly, failure to follow the assembly instructions, normal wear and tear, acts of vandalism, overburdening the mast, or if the use of the product does not conform to the recommendations of the Flagmore company, or if maintenance or repairs were neglected by the Buyer.

The guarantee is not effective in the case of force majeure, if damage is covered by insurance, e.g. if the wind strength exceeding 24.5 m/s or in the case of strong gusts. (Gusts of winds may reach the speed of over 25 m/s, despite the fact that the average speed of wind will be lower)

The procedure to follow if a defect covered by the guarantee is found:

The guarantee is limited to the repair/replacement of the defective product and it does not cover any further, potential damage caused by the defect. The guarantee does not give the Buyer the right to demand the return of money or compensation.

The Flagmore Company shall not be held liable for indirect damage.

The guarantee gives the Buyer the right to a discount on a new product from the price applicable on the day the complaint was submitted (reduced by 20% for standard wear and tear for each year).

The cost of return shipment of the product/part and the proof of purchase/receipt is covered by the Buyer.

In accordance with the terms and conditions of the guarantee, the Flagmore Company may take an independent decision whether:

1. to remove the defect within a defined period and send the repaired goods back to the Buyer
2. to deliver new, identical goods to replace the defective ones
3. to return the costs of the purchase price to the Buyer (reduced by 20% for standard wear and tear for each year).

The guarantee does not cover damage to the Buyer's premises or damage to the property of any third parties.

If a defect of the product is not found to be a defect covered by the guarantee, the Buyer shall be charged with the costs of the repair or inspection of the goods.

Queries regarding the guarantee

Should you have any queries regarding the guarantee granted by the Flagmore Company, please contact the nearest representative of the Flagmore Company or the point of sale where the product was purchased.

Information about the company's representatives is available at the website of the Flagmore Company [www.Flagmore.com](http://www.Flagmore.com).

### 4. Damages and limitations on damages:

Flagmore's liability for damages is limited to the provisions of these Terms and Conditions of Delivery.

However, the Flagmore Company may be held liable for damage up to the amount paid for the goods by the Buyer.

The Flagmore Company shall not pay compensation for indirect damage or damage it may not have foreseen or damage caused by the Buyer or any third parties.

### 5. Force majeure:

The Flagmore Company is released from its obligations, if a force majeure event was the cause of a breach of contract or non-performance.

Force majeure is considered an exceptional event influencing the performance of an obligation, which occurred after signing the agreement and which was beyond the control of the parties of the agreement and which may not have been foreseen at the time the agreement was drawn up and the results of which may not have been avoided or prevented.

Such events may include wars, riots, foreign currency limitations, adopting new laws, official decisions, transport stoppages, forces of nature/natural disasters (storms, hailstorms, landslides, lightning strikes, ground dislocations, avalanches and earthquakes). It applies to all other unforeseeable events preventing the fulfilment of obligations, including delays and defects through the fault of subcontractors resulting from situations listed in this point.

  

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