



# Ten-year Functional Warranty

## on selected MACO hardware

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.

MACO hardware is tested for the following service lives or life cycles:

Hardware	Tested Service Life/Cycles	Standard/Class
MACO MULTI-MATIC turn-only and turn-and-tilt hardware	10,000 combination cycles (tilting and turning 90°)	EN 13126-8, Cl. H2
MACO PROTECT door locks	50,000 cycles (safety-catch test) 200,000 cycles (latch duration test) 200,000 cycles	DIN 18251-3, Cl. 3 EN 1191/12400 Cl. 6
MACO RAIL-SYSTEMS slide-and-tilt hardware	25,000 cycles	EN 13126-17, Cl. 5
MACO RAIL-SYSTEMS lift-and-slide hardware	15,000 cycles	EN 13126-16, Cl. 4
MACO RAIL-SYSTEMS easy-slide hardware	15,000 cycles	EN 13126-15, Cl. 4
MACO ESPAGS edge closures	25,000 cycles	EN 13126-4, Cl. 5
MACO EMOTION window handles	10,000 cycles	RAL GZ607/9
MACO EMOTION handles for slide-and-tilt and lift-and-slide hardware	25,000 (slide-and-tilt) and 15,000 (lift-and-slide)	EN 13126-17, Cl. 5 EN 13126-16, Cl. 4

With normal use or operation of the window and door systems, the tested cycles correspond to a service life of about 10 years. Therefore, besides the statutory warranty, MACO grants its customers a voluntary manufacturer's warranty for this hardware, subject to the following prerequisites or conditions, as applicable, provided that the hardware is not used in areas in which it is foreseeable that the stated cycles will be exceeded considerably.

**Preconditions for the limited warranty are on the back**

## 1. WARRANTY POLICY

The MACO warranty applies for a period of **10 years from the invoice date** and exclusively **for fabricators** that have acquired the above hardware 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 warranty only covers the functionality of the above hardware or hardware systems, as applicable. Components are not functional if they do not open and/or close or cannot be latched and/or unlatched. For purposes of determining if functionality is limited and a warranty case applies, the state of the art on the date of manufacture shall be controlling.

Accordingly, a warranty case applies if a component can no longer be opened or closed, as applicable, within 10 years of purchase (invoice date) of any of the above MACO hardware or hardware systems, as applicable, by the fabricator despite complying with the following warranty prerequisites and exceptions.

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

The fabricator must make a claim on the MACO 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 MACO part that is at least equivalent and has the same function.

The performance of a warranty service where 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 warranty is granted only if the customer has met all of the following prerequisites. The customer shall have:**

- a) used the products 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) had the MACO hardware installed by professional staff and can prove this;
- d) fulfilled all duties to provide instructions to the end user and can prove this;
- e) performed the appropriate maintenance in accordance with the product-specific MACO maintenance and operation instructions and can prove this by submitting a maintenance or warranty certificate;
- f) used only MACO components when processing MACO hardware;
- g) replaced wearing parts (such as locking parts, striker plates, stabilizing scissor stay casings, tilt striker plates, latch elements in conjunction with latches and shootbolt striker plates, etc.) properly and in good time; and
- h) utilized only the 4safecoating TRICOAT-PLUS hardware or TRICOAT-PLUS hardware if Accoya\*- and acid-treated woods (e.g., Oak, Teak, and Larch) are used.

## 5. WARRANTY EXCLUSIONS

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

- a) electromechanical hardware systems, e.g., electrical, electronic, and magnetic parts, as well as their mechanical hardware components;
- b) malfunctions attributable to damage to the hardware caused by chemical or mechanical influences, corrosion, or improper use;
- c) MACO hardware installed in conjunction with hardware components from third-party manufacturers; and
- d) hardware that were stored or transported improperly.

## 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.

\* Registered trademark of Titan Wood Limited