

GENERAL TRADING TERMS (GTT)

PART III

COMPLAINT RULES FOR THE SALE OF AGGLOMERATED STONE **RMC**

Manufacturer: **EUROSURFACES PORTUGAL S.A.**
Product Brand: **RMC**
Version: 2018.1

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1 DEFINITIONS

1.1 Product

Engineered marble **RMC** is produced by **EUROSURFACES PORTUGAL S.A.** RMC material as industrial product is manufactured from high quality natural marble which is further enriched by technological process using polyester resin, pigments and other additives.

Material itself is defined by its color, pattern, surface and physical parameters which describe its behavior during installation, maintenance and daily usage of final products made from RMC (e.g. slabs, tiles, cut to size products as vanity tops, window sills, skirting etc.).

The product (goods) is for the purposes of these Complaint Rules understood as tangible product of the production plant of **EUROSURFACES PORTUGAL S.A.** These are

- slabs
- tiles
- shop fabricated (cut to size) products

made in the main production or fabrication shop or made by his cooperation partners and delivered by **EUROSURFACES PORTUGAL S.A.**

1.2 Customer

The Customer is a legal subject who bought **RMC** products from the **EUROSURFACES PORTUGAL S.A.** or its authorized partner.

1.3 Claim

The claim is a legal act by means of which:

- The Customer can claim about the quality (**quality claim**) or on the quantity (**quantity claim**) relating to delivered product(s).

2 PRODUCT DOCUMENTATION

It is a customer's responsibility to study all necessary documents in order to understand and follow material's parameters and guidelines provided by **EUROSURFACES PORTUGAL S.A.** such as but not limited to:

- **Material's technical datasheet:** Defines all relevant parameters tested according corresponding standards. Available on RMC webpage (www.rmc.pt) or on demand from sales representative.
- **GTT part II (Installation and Maintenance):** Available on RMC webpage (www.rmc.pt) or on demand from sales representative.
- **Tiles Installation Guidelines:** Document with photos and basic rules to be followed during installation of RMC tiles. Available on RMC webpage (www.rmc.pt) or on demand from sales representative.
- **Maintenance Instructions:** Brief summary of basic maintenance rules with recommended chemical products. Available on RMC webpage (www.rmc.pt) or on demand from sales representative.

3 LIMITED WARRANTY

EUROSURFACES PORTUGAL S.A. ("Manufacturer") covers, under this Limited Warranty, RMC products to be free of manufacturing defects defined in chapter 4 for two years period. The following exclusions are considered for this Limited Warranty:

- This Limited Warranty is limited to the original purchaser (the "Customer") of the RMC product and is non-transferable.

- RMC products are rigorously inspected before delivery; however, it's the Customer's responsibility to thoroughly inspect the product before installation. This Limited Warranty does not cover defects that were visible at the time of fabrication and were not avoided during fabrication. Fabricators are required to perform a visual inspection of all materials prior to fabrication and again prior to installation.
- This Limited Warranty applies only to RMC products that have been installed and maintained according to guidelines and best practices for RMC (as listed in chapter 2). This warranty does not cover damage caused by product mishandling, improper care and maintenance, impact damage, heat damage, physical and chemical abuse, exposure to ultraviolet light and damage resulting from exposing RMC product to extreme weather conditions.
- This Limited Warranty does not cover scratches. RMC surfaces are resistant to scratches in the same or better way than natural marble, but they are not scratch proof. Proper care must be exercised during fabrication, installation and daily usage as part of Customer's care and maintenance routine.
- Variations in the color, size, shape and distribution of the pattern of the natural marble or the natural variations in background tone are inherent characteristics of RMC product. Color samples provided to Customer, fabricators or other RMC partners are only representative and not an exact replication of what will be supplied. These variations are not covered under this Limited Warranty.
- This Limited Warranty does not cover chemical damage caused by using improper chemical products during installation, maintenance and daily usage of RMC products. Please refer to RMC document section (chapter 2) for more information.
- In case of product manufacturing defects, exact color matching cannot be guaranteed. If the color is discontinued, the Customer needs to select an alternative color.
- This Limited Warranty does not cover creative use of the Product such as thermal bending or curving.
- This Limited Warranty does not cover failures due to inadequate support for the installation.
- This Limited Warranty does not cover any other cost incurred including but not limited to painting, plumbing, tiles, cabinets, walls, floors etc. that may be necessary to modify, remove and or replace in the process rectifying a RMC manufacturing defect covered under this Limited Warranty.
- This Limited Warranty does not cover transportation, freight, demolition in any form, disposal and re-installation, fabrication or associated cost beyond the cost of RMC product.
- Manufacturer is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, architectural/engineering design, structural movement, acts of vandalism or accidents.
- This warranty only applies to RMC products that have been paid for in full.

4 DEFECTS OF THE PRODUCT

The product is considered with defects in case:

- It is not delivered in **quantity** according to confirmed order
- It contains **mechanical and or visual defect** that does not meet parameters for declared quality class of RMC product

4.1 Mechanical Defect

Mechanical defects are understood as outstanding circular and lengthwise grooves, outstanding low-gloss polished areas, damaged or broken corners and edges or cracks within usable area defined for respective quality class.

Another type of physical defect are product's physical dimensions out of tolerances defined below.

4.1.1 Tolerances for Modular Tiles for Flooring and Stairs (EN 15285:2008/AC:2008)

Length, width	Thickness	Rectangularity	Flatness	Straightness of sides
± 0,5 mm	± 0,7 mm (not applicable for the satin, bush-hammered and aged finishes)	±0,9 mm	±0,2% referred to length	± 0,3mm

4.1.2 Tolerances for Slabs and Tiles for Wall Finishes (EN 15286:2013)

Length, width	Thickness	Flatness	Straightness of sides
<600mm ± 0,5 mm			<600mm ± 0,9mm
≥600mm and ≤1000mm ±0,7mm	± 0,7 mm (not applicable for the satin, bush-hammered and aged finishes)	±0,3% referred to length of diagonal or ≤4mm	≥600mm and ≤1000mm ±1,2mm
>1000mm and ≤3500mm ±1mm			>1000mm and ≤3000mm ±3mm (Tolerance for diagonal lengths mm)

4.2 Visual Defect

Visual defects are understood as impurities >5mm, different color spots >5mm, spots with the same color shade >5mm, pasta stains (stains with no granulates and same or different color as background color) >5mm.

Visual defects of the product surface must be clearly and outstandingly visible from the vertical view on the product surface. By evaluation of esthetical parameters, the element considered as a defect should deviate from acceptable specification and size and outstandingly deviate from the long-term esthetical look of RMC products.

5 SUBMISSION OF A CLAIM

The claim must be submitted by the Customer who bought the product. If the product was purchased from Manufacturer, Customer submits claim directly to Manufacturer. If the product was purchased from authorized partner, Customer submits claim to authorized partner who transmits claim to Manufacturer. Authorized partner is responsible for completeness of Claim Protocol.

5.1 How to submit a claim

The Customer has to submit a claim always in written by means of Claim Protocol. Formalized Claim Protocol is attached to the end of this document.

The written record (Claim Protocol) must be fully detailed:

- Product name.
- Invoice number and date of shipment.
- Exact denomination of defected/missing assortment item.
- Exact description of the defect including digital pictures.
- Number of defected/missing products.
- Suggestion how to settle the claim.
- Photos of the visible defects

Whenever possible, the Customer must present a sample of claimed product or at least to render a digital photo in high quality. In opposite case the Customer must enable the Manufacturer or authorized partner to inspect the claimed product on spot of its installation/storing etc. on his account. In case any of these above-mentioned requirements are missing, the Manufacturer will insist on their completion or/and the written record (Claim Protocol) will be sent back to the Customer for completion.

5.2 Obligatory dates for a claim

The Customer is obliged to claim the defects of the products immediately after their detection through a written report (Claim Protocol) within the following period of time:

- a) **Maximum 3 days after receiving** the products by quantity defects
- b) **Maximum 7 days after receiving** the products by apparent product quality defects
- c) **Maximum 7 days from detection of hidden product quality defects** but in any case, before further working with the product or its installation

6 SETTLEMENT OF CLAIM

The claim will be settled without any unnecessary delay and the Customer will be informed about the result of the complaint procedure within maximum of 30 days from the receipt of the written claim (in the form of Claim Protocol, including claimed sample) containing all essential information.

In case the claim is accepted, an agreement on settlement of the claim will be concluded between the Manufacturer and the Customer.

In case one of the parties is not satisfied with settlement of the claim, it will be proceeded according to respective legal regulations in Portugal. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Court of Oliveira do Bairro, Portugal.

7 INDEPENDENT EXPERT'S STATEMENT ON QUALITY

In case the Manufacturer does not accept the quality claim and the claiming subject will contest it, the decisive evaluation of the product quality will be done by independent expert for stone.

The result of the analysis of this authorized independent expert will be accepted as uncontested by all parties. The analysis will be ordered by the Manufacturer. In case of unjustified claim, the costs connected with the analysis will be paid by the Customer.

8 OTHERS

Eurosurfaces Portugal S.A. reserves the right to change these terms and conditions at any time, and customer agrees to abide by the most recent version of this GTT each time he or she uses RMC product. Customer is accordingly advised to consult this GTT each time he or she uses RMC product. Customer is also advised not to use the RMC products if he or she doesn't agree to all of the terms and conditions mentioned in this GTT.

For the most recent information please refer to www.eurosurfaces.eu and www.rmc.pt.

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CLAIM FORM REGISTRATION

Internal Nr _____

Claim Date _____



GENERAL INFORMATION

Client: _____

Invoice Nr: _____ Invoice Date: _____

Project: _____

Address: _____

Contact Person: _____ Phone Nr _____

RMC Contact Person: _____

INFORMATION REGARDING THE PRODUCT

Reference: _____ Dimensions: _____ Quantity (sqm/m/units): _____

Not installed <input type="checkbox"/>	Storage of material at client warehouse/office <input type="checkbox"/> Inside <input type="checkbox"/> Outside	Type of material <input type="checkbox"/> Slab <input type="checkbox"/> Cut2Size <input type="checkbox"/> VanityTop <input type="checkbox"/> Tile <input type="checkbox"/> Countertop
Installed <input type="checkbox"/>	Material installation <input type="checkbox"/> Inside <input type="checkbox"/> Outside	Type of material <input type="checkbox"/> Pavement <input type="checkbox"/> Cut2Size <input type="checkbox"/> VanityTop <input type="checkbox"/> Walls <input type="checkbox"/> Countertop

CLAIM DESCRIPTION

INTERNAL NOTES

ATTACHED DOCUMENTS

- Photos - All the pictures should have a metric tape to understand the real dimension
- Invoice copy
- Packing list
- Other relevant documents - Please specify _____

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