

WARRANTY CONDITIONS FOR CONCRETE PRODUCTS

1. UAB Betono Mozaika, as the manufacturer, hereby confirms that the concrete products specified in the purchase document are suitable for use for their purpose and conform with the performance specified in the declaration of performance for the said products, as the product.
2. UAB Betono Mozaika provides a 24 (twenty-four) month warranty for products that are laid in pavement and used (maintained) properly, for their intended purpose, and according to the recommendations of UAB Betono Mozaika.
3. The date of purchase of the products is considered to be the start of the warranty period.
4. UAB Betono Mozaika concrete products are a typical product, but their selection and installation in the pavement require specific knowledge, skills and tools. In order for the concrete products to maintain the performance declared by UAB Betono Mozaika, as the manufacturer, and to be suitable to be used for their intended purpose for the entire warranty period, the selection of concrete products and the performance of pavement installation work should be done by a specialised company (-ies)/professionals in this field who are familiar with the Minimum Requirements for the Installation and Use of Concrete Products (the "Minimum Requirements for the Installation of Concrete Products" part of the document) and product-specific requirements for the installation of products (if such special requirements are provided for the products purchased by the buyer) published on the [www.betonomozaika.lt website](http://www.betonomozaika.lt).
5. **The buyer has the obligation to check and make sure that the products received were not broken or otherwise damaged during loading and/or transportation.** Product inspection in this aspect is carried out:
 - 5.1. when products loaded by the seller are taken from the point of sale by the buyer at the buyer's own expense – twice: before the products are loaded into the vehicle and once the products are in the vehicle;
 - 5.2. when the products are delivered to the agreed place and unloaded by the seller – twice: when the products are in the vehicle and once the products are unloaded;
 - 5.3. when the products are delivered to the agreed place by the seller and unloaded by the buyer – once: when the products are in the vehicle.
6. If, in the cases provided for in item 5 of these warranty conditions, the buyer notices that the products delivered by the seller are broken or otherwise damaged, the buyer must take a picture of the cargo received (so that the product damage, vehicle registration plate, and date that the picture was taken are visible) and indicate this on the delivery note or on the VAT invoice. The photographs must immediately be sent to the seller with the delivery note or VAT invoice. In these cases, the buyer also has an obligation not to use, disassemble or otherwise damage the remaining products and/or their packaging. If the buyer does not follow these instructions, he acts at his own risk (the buyer will not be reimbursed for any costs incurred thereby as a result of such actions).

7. PROCEDURE FOR EXERCISING THE BUYER'S RIGHTS TO PRODUCT WARRANTY:

- 7.1. If the buyer identifies discrepancies in the quality of the products which could not have been noticed during handover of the products, the buyer must take the steps below.

When discrepancies in the quality of the products are identified from the moment of handover of the products until the moment that the products begin to be used for their intended purpose (i.e. installation),

When discrepancies in the quality of the products are identified from the moment that the products begin to be used for their intended purpose (i.e. installation) until the end of the warranty period,

the buyer must:

- immediately inform the seller about the discrepancies in the quality of the products by submitting a written claim and the product purchase documents (VAT invoice, declaration of performance, etc.);

- immediately submit a copy of the construction contract or a document substantiating the education of the person who performed construction of the engineering structure, as well as the structure design (if said was mandatory for the pavement type);

• allow representatives of the seller and manufacturer to inspect the object of the claim;

• sign the inspection report drawn up during the inspection;

- if necessary, ensure the possibility for an independent expert to inspect the object of the claim, and allow said to perform all actions necessary to determine the causes of the product defects listed in the claim;

- refrain, until a product inspection report is concluded between the parties or conclusions as to the merits of the claim or the conclusions of the independent expert are received, from further use of these products so as not to affect their condition as recorded in the claim (if the buyer does not follow these instructions, he acts at his own risk. The buyer will not be reimbursed for any costs resulting from such actions);

- ensure that the seller and the manufacturer are not subject to any restrictions related to access to the location of the products during rectification of the defects.

7.2. In the event of a substantiated claim, the buyer has the right to choose one of the objectively possible ways permitted under current legislation of satisfying his claim (replacing the defective concrete products with new products of proper quality, discounting the price paid for the defective concrete products, etc.).

7.2.1. When choosing to have the defective concrete products replaced with new products, the buyer must take into account that the replacement concrete products will be from a new batch, so their visual properties (colour, texture and appearance) will differ from the visual properties of the products that have already been installed (these changes are affected not only by the inevitable fluctuations in the properties of the raw materials used in the manufacture of the concrete products and their shades and fluctuations in the hardening conditions of the goods, but also by environmental factors and the specifics of how the pavement is used).

7.3. If the products are not used properly, for their intended purpose, and according to the recommendations of UAB Betono Mozaika, any complaints or claims of the buyer shall not be satisfied.

8. The visual characteristics of the concrete products ARE NOT CONSIDERED PRODUCT DEFECTS (do not affect the declared performance of the product), including:

- 8.1. the presence of scratches on the surface of the product when the depth of the scratches is less than 0.5 mm;
- 8.2. differences in the colour of the products when the colour is compared with the colour of the product on the website or in information publications;
- 8.3. the visual characteristics of the products when compared to each other (differences in colour, texture and appearance), as this is influenced not only by the natural fillers used in the manufacture of those products and differences in their shades, but also by hardening conditions and the properties of other raw materials used;
- 8.4. changes in the visual properties of installed products that emerge during use (for example, discolouration of the pavement surface), as this is influenced both by environmental factors and by the specifics of how the pavement itself is used;
- 8.5. the existence/occurrence of white spots on the surface of the products, which is the consequence of the release of calcium carbonate (lime). The formation of such spots only confirms that Portland cement was used in the manufacture of the product, the natural hardening consequence of which is the release of lime;
- 8.6. when using concrete kerbs, the formation of cobweb-like crystallisation on the surface of the kerbs. Photographs characteristic of this crystallisation are given below as examples;



8.7. indentations on the surface of the products which are formed during the manufacture of the products, when, on average, there are no more than 15 indentations not exceeding 5 mm in diameter and 2 mm in depth on one (1) m² of problematic pavement surface. The number of indentations on the surface of the products is not limited if the diameter and depth of the indentations do not exceed 2 mm.

9. Please note that:

- 9.1. the differences/changes in the visual characteristics of the products referred to in item 8 of these warranty conditions do not affect the declared performance of the product and are not considered significant under the applicable legislation;
- 9.2. when cement reacts with water, various compounds are formed, one of which is calcium hydroxide. When this compound reacts with the CO₂ in the air, calcium carbonate (lime) is formed. Lime formation is not a cause/sign of a lack of quality in the products. When lime forms on the surface of the product, it is often described as whitish spots. Visually, they suppress the true colour of the product. White calcium carbonate (lime) spots present on the surface of the product when using the pavement or which emerge during use gradually wear off. However, depending on the usage intensity of the pavement areas, these white spots may take time to wear off;
- 9.3. in the areas on concrete kerbs where crystallisation occurs during use and a "cobweb" is visible, the surface of the product does not break off or crumble and, in many cases, the crystallisation itself is only visible when the product gets wet;
- 9.4. products from the same batch have the fewest differences in colour and texture, which is why we recommend purchasing the entire amount of products you will need at the same time. In order to ensure homogeneous distribution of the colour of the pavement, the products being installed in the pavement must be taken at once from several packages in vertical rows rather than in horizontal layers;
- 9.5. concrete products are absorbent, so dirt on the surface of the pavement installed using these products can become mechanically attached or absorbed into the product and leave visible stains on its surface. For this reason, the products may remain stained, especially if the dirt is not removed from the pavement for a long time;
- 9.6. in light of the fact that there may be indentations on the surface of the products (see item 8.7 of these warranty conditions), when installing the products in the pavement, it is recommended that products with visible indentations on the surface be distributed evenly over the entire pavement area rather than concentrating them in one area of the pavement.
10. The side and bottom surfaces of the products are not regulated or defined in detail.

11. THE WARRANTY DOES NOT APPLY TO:

- 11.1. the aesthetic appearance of the concrete products laid in the pavement;
- 11.2. concrete products laid in a pavement installed without a structure design when such a design was required by legislation (due to not foreseeing the loads actually acting on the pavement or assessing environmental factors);
- 11.3. concrete products laid in a pavement in violation of the requirements established in the applicable legislation (current building regulations, rules, technical regulations, etc.);

- 11.4. concrete products laid in a pavement and/or used in violation of the Minimum Requirements for the Installation and Use of Concrete Products or the product-specific requirements specified by UAB Betono Mozaika and published on the www.betonomozaika.lt website.
 - 11.5. concrete products laid in a pavement where impermeable bound construction material mixtures (bedding and joint filling mortar) were used for installing the bedding and/or joint filling;
 - 11.6. if the buyer does not comply with these warranty conditions and/or the conditions of the declaration of performance of the products, as the product;
 - 11.7. concrete product defects:
 - 11.7.1. caused by reasons arising after the transfer of those products to the buyer;
 - 11.7.2. caused by the fault of the buyer and/or third parties;
 - 11.7.3. caused by force majeure;
 - 11.7.4. which the buyer knew of or which were so obvious that any attentive buyer would have noticed them without any special investigation.
-