

WARRANTY TERMS AND CONDITIONS FOR CONCRETE PRODUCTS

1. Betono mozaika UAB, as the manufacturer, confirms by these warranty conditions that the concrete products specified in the purchase document are fit for their intended use and comply with the performance characteristics specified in the declaration of performance of those products.
2. UAB Betono mozaika provides a 24 (twenty-four) month warranty for the products paved and used (operated) properly, for their intended purpose and in accordance with UAB Betono mozaika's recommendations. The warranty period shall commence on the date of purchase of the products.
3. If the buyer decides to resell the concrete products purchased from Betono mozaika UAB to a third party, **these warranty conditions must be transferred with the resold products**. In the case of resale, the warranty period referred to in clause 2 from the date of purchase of the products to the third party shall only apply if less than 1 (one) month has elapsed between the purchase of the products from Betono mozaika UAB and the resale. Otherwise, the warranty period for the concrete products shall run from the date of purchase of the products by the first buyer from Betono mozaika UAB.
4. Concrete products from Betono mozaika UAB are typical products, but their selection and installation in the pavement requires specific knowledge, skills and tools. In order to ensure that concrete products maintain the declared product performance of Betono mozaika UAB as the manufacturer and are suitable for their intended use throughout the warranty period, the selection of concrete products and the installation of the pavement should be carried out by a company(-ies) /professionals specialised in this field, who are familiar with the Minimum Requirements for the Installation and Use of Concrete Products (part of the document 'Minimum Requirements for the Installation of Concrete Products') and the specific requirements for the installation of individual product types (if such specific requirements are applicable to the products purchased by the buyer), as published on the website www.betonomozaika.lt.
5. It is the Buyer's responsibility to check and ensure that the products received have not been damaged or otherwise impaired during handling and/or transport. Inspection of the products shall be carried out in this respect as follows:
 - 5.1. when the products loaded by the seller are transported by the buyer, at the buyer's own cost and expense, from the place of sale, the inspection should be carried out twice: before the products are loaded onto the vehicle and while the products are on the vehicle;
 - 5.2. when the products are delivered to the agreed location and unloaded by the seller, the inspection should be carried out twice: when the products are on the vehicle and when the products are unloaded;
 - 5.3. when the products are delivered to the agreed place by the seller and unloaded by the buyer, the inspection should be carried out once: when the products are on the vehicle.
6. In the cases provided for in paragraph 5 of these Warranty Conditions, if the buyer discovers that the products delivered to him by the seller are damaged or otherwise defective, the buyer must take a photograph of the goods received (showing the damage to the products, the registration number of the vehicle and the date of the photograph) and state this on the consignment note or VAT invoice. The photos shall be sent immediately to the seller together with the consignment note or VAT invoice. In these cases, the buyer shall also assume the obligation not to use, destroy or otherwise damage the remaining products and/or their packaging. Failure by the buyer to comply with these instructions shall be at his own risk (any costs incurred by the buyer as a result of such failure shall not be reimbursed).
7. **THE PROCEDURE FOR EXERCISING THE BUYER'S RIGHTS UNDER THE PRODUCT WARRANTY:**
 - 7.1. If the Buyer discovers any discrepancies in the quality of the Products which could not have been observed at the time of handover, the Buyer shall take the following actions.

Where the quality of the products is found to be defective from the time of handover of the products to the time of commencement of the intended use of the products (i.e., paving)	Where the quality of the products is found to be defective from the time of commencement of its use in the intended purpose (i.e., paving) until the expiry of the guarantee period,
the buyer must:	

- immediately inform the seller of any discrepancies in the quality of the products by submitting a written claim and the documents relating to the purchase of the products (VAT invoice, etc.);

	<ul style="list-style-type: none"> ■ immediately submit the construction contract or a copy of the qualification/certification of the person who carried out the construction of the engineering works, and a copy of the design of the structure (if the design was mandatory for the type of pavement);
	<ul style="list-style-type: none"> ■ immediately submit the completed layers of the pavement structure and documentation of control/self-testing of the soil installation test (if such tests were required by the pavement type);
<ul style="list-style-type: none"> - give the representatives of the seller and the manufacturer the opportunity to inspect the object of the claim; - sign the inspection report drawn up during the inspection; - if necessary, allow an independent expert to inspect the object of the claim and to carry out any action necessary to establish the cause of the defects in the products named in the claim; 	
<ul style="list-style-type: none"> - before the conclusion of a product inspection report between the parties, a conclusion on the validity of the claim or an independent expert's report, refrain from further use of those products in order to keep the condition stated in the claim not affected (buyer's failure to comply with these instructions is at your own risk. The buyer will not be reimbursed for the costs 	

incurred by the buyer as a result of its actions	
- ensure that the seller and the manufacturer are not subject to any restrictions on access to the location of the products during the remedying of the defects.	

- 7.2. In the event of a justified claim, the buyer has the right to choose one of the ways of satisfying the claim that are possible and objectively feasible under the legislation in force (replacement of the defective concrete products with new quality products, reduction of the price paid for the defective concrete products, etc.).
- 7.2.1. When choosing to replace defective products with new ones, the buyer must take into account that the concrete products to be replaced will be from a new batch and will therefore have different visual characteristics (colour, texture and appearance) from those of the products previously paved (these changes are influenced not only by the inevitable variations in the characteristics and shades of the raw materials used in the manufacture of concrete products, variations in the conditions under which the goods cure, but also by the environment and by the specifics of the operation of the paving).
- 7.3. If the products are used improperly, not for their intended purpose or not in accordance with the recommendations of Betono mozaika UAB, the buyer's complaints and claims shall not be accepted.
8. **THE VISUAL PROPERTIES OF CONCRETE PRODUCTS ARE NOT TO BE CONSIDERED AS PRODUCT DEFECTS (does not affect the declared performance of the product), including:**
- 8.1. the presence of scratches on the surface of the product with a scratch depth of up to 0,5 mm;
- 8.2. uneven edges of the product resulting from the causes referred to in paragraph 9.2 of these Warranty Conditions;
- 8.3. the presence/appearance of white spots on the surface of products as a result of the release of calcium carbonate (lime). Such formation of stains only confirms that Portland cement was used in the manufacture of the product, the natural consequence of hardening of which is the release of lime;
- 8.4. localised surface damage (dents) to the products due to the causes referred to in Clause 9.4 of these Warranty Conditions;
- 8.5. the difference in colour of products when compared with the colour of the product on the website or in information publications;
- 8.6. the visual characteristics (differences in colour, texture and appearance) of the products when compared with each other, as this is influenced not only by the natural fillers used in the manufacture of the products and their different shades, but also by the hardening conditions and the properties of the other raw materials used;
- 8.7. changes in the visual characteristics of the products installed in the pavement (e.g., staining of the surface of the pavement) caused by the use of the products, as these are influenced by environmental factors as well as by the characteristics of the pavement itself;
- 8.8. pits in the surface of the products which are formed during the manufacture, if they do not exceed 5 mm in diameter and 5 mm in depth;
- 8.9. crystallisation on the surface of the curbs during the lifetime of the concrete curb, which appear visually as a 'spider's web';
- 8.10. characteristic photographs of the cases listed in point (8) above are available as examples on the website www.betonomozaika.lt (see <https://www.betonomozaika.lt/informacija-klientams>).
9. **Please note that:**
- 9.1. the differences/changes in the visual characteristics of the products referred to in clauses 8.1 to 8.9 of these Warranty Terms and Conditions do not affect the declared performance of the product and are not considered substantial under applicable law;
- 9.2. the edges of the product are often uneven when they are formed during production (and may be all along the perimeter of the product). The concrete used for the production of the top layer of the product is made from natural sand with a structure of stones larger than 2 mm, and the presence of such larger stones at or near the edge of the product does not allow the production of a smooth edge;
- 9.3. cement reacts with water to form various compounds, one of which is calcium hydroxide. This compound reacts with CO₂ in the air to form calcium carbonate (lime). The formation of lime is not a cause/indicator of poor product quality. When lime forms on the surface of a product, it is often described as whitish spots. Visually, they suppress the true colour of the product. White calcium carbonate (lime) stains on the surface of the products appearing on the surface during the service life of the products gradually fade. However, depending on the intensity of use of the paved areas, this fading may take time;
- 9.4. all the gravel deposits in Lithuania, where fillers used in concrete products are extracted, contain reactive rocks. When concrete products are exposed to environmental conditions, the reactive substances contained in the fillers used in their production react with alkalis. The reaction produces an alkaline silica gel, which can cause expansion and thus damage the concrete structure. This sometimes results in localised surface damage (pitting) on the surface of concrete products. It should be noted that, according to the legislation of the Republic of Lithuania, the effect of the constituents of concrete products (fillers) on the appearance of the surface of the products is possible and permissible. For the reasons set out above, the occurrence of localised surface defects (dents) on the surface of concrete products is not to be considered as a defect in the quality of such products;
- 9.5. the smallest variations in colour and texture are within the same batch, so we recommend that you buy the quantity you need at once. To ensure homogeneous colour distribution of the paving, it is necessary to take the products to be laid at once from several bundles in vertical rows rather than in horizontal layers;
- 9.6. concrete products are absorbent. The storage/keeping of construction or other materials on the surface of a concrete pavement is prohibited, as dirt or staining or lubricating substances on the surface of the pavement may mechanically adhere to or become absorbed into the products and leave visible stains on the surface. For this reason, especially if dirt or staining or lubricating substances are not removed from the coating for a prolonged period (e.g., storage of screenings on pavement installed using concrete products), the products may get visually altered, including staining;
- 9.7. in view of the possible presence of pits on the surface of the products (see clause 8.8 of these Warranty Conditions), it is recommended that, when paving the products, the products with visible pits on the surface should not be concentrated in one area of the pavement, but be spread out evenly over the entire pavement area;
- 9.8. in areas of concrete curbs where crystallisation and 'spider webs' are visible during use, the surface of the product does not delaminate, does not become brittle and, in many cases, the crystallisation is only visible when the product is wet.

10. The side and bottom surfaces of the products are not regulated or defined in detail.
11. **THE WARRANTY DOES NOT APPLY:**
 - 11.1. To the aesthetic appearance of the concrete products laid in the pavement;
 - 11.2. To concrete products laid in a pavement installed without a structural design and/or without control/self-testing of the pavement structural layers and the installation of the soil, where such design and/or testing was required by legislation (due to failure to foresee the loads that will actually be applied to the pavement, or failure to take account of environmental factors);
 - 11.3. To concrete products laid in a pavement without complying with the requirements laid down in the applicable legislation (applicable building codes, rules, technical regulations, etc.);
 - 11.4. To concrete products placed and/or operated without complying with the Minimum Requirements for the Installation and Operation of Concrete Products or the special requirements for individual product types specified by UAB Betono Mozaika, as published on the website www.betonomozaika.lt ;
 - 11.5. To concrete products formed into a pavement using watertight bonded mixtures of building materials (mortars for the underlayer and/or joint filling) or non-certified materials for the underlayer and/or joint filling;
 - 11.6. To changes to the surface of concrete products caused at the buyer's risk and responsibility for the removal of ice and/or snow from the pavement, as well as the application of natural stone products or ice-melting salt on concrete products (see Minimum Requirements for the Installation and Maintenance of Concrete Products, points 36 and 37);
 - 11.7. If the buyer fails to comply with the terms and conditions of this warranty and/or the terms of the declaration of performance of the products as a product;
 - 11.8. To defects in concrete products:
 - 11.8.1. caused by reasons arising after the transfer of those products to the customer;
 - 11.8.2. caused by the fault of the buyer and/or third parties;
 - 11.8.3. due to circumstances of *Force Majeure*;
 - 11.8.4. which were known to the buyer or were so obvious that any prudent buyer would have noticed them without any special investigation.
12. These Warranty Terms and Conditions can also be found on the website www.betonomozaika.lt.