



CLAIM RULES

MOSAICTECH s.r.o.

Products of fabrication shop

Mosaictech s.r.o.

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IČO: 27463923, DIČ: CZ27463923

Registered in trade register by Regional court in Hradec Králové, section C, part 20483

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1 DEFINITION OF TERMS

1.1. Supplier and fabricator

Supplier – company producing or importing raw stone slabs and other products and semi-finished products for stone products

Fabricator – Mosaictech s.r.o.; Svojanov 18; PSČ: 569 73; IČ: 27463923

1.2. Seller, end customer

The seller is a legal subject having with the fabricator concluded contract on distribution and who supplied the end customer (further on only “customer”) with products fabricated by the company Mosaictech s.r.o.

1.3. Claim

The claim is a legal act by means of which:

- a) the customer expresses by the seller his dissatisfaction with quality (**claim on quality**), or with quantity (**claim on quantity**) of supplied product and subsequently
- b) the seller expresses by the fabricator his dissatisfaction with quality or with quantity of supplied product or exceptionally
- c) the customer lodges a claim by the fabricator directly.

1.4. Product (goods)

For the purposes of this Claim Rules it is understood under the product (goods):

- a) Tangible product of the fabricator Mosaictech s.r.o. These are slabs, formats and other stone products made of engineered or natural stone or ceramics.
- b) Intangible products (services) rendered or provided by Mosaictech s.r.o. (further on only “fabricator”), if they were part of the delivery. These are e.g. following services: installation of stone products, taking the measurements, transport etc.

2 LODGMENT OF CLAIM

The claim can be lodged on principle by the seller from whom the customer bought the product. In case of a direct purchase from the fabricator, the claim is lodged by the customer there.

In case that the claim is lodged by the customer at the seller, the seller is obliged to pass this claim without delay onto the fabricator. Nevertheless, before the passing, the seller is obliged to consider if the reason of claim is not

on his side (e.g. damage during transport that was not caused by the fabricator or by his contracting forwarder) or on the side of customer. In case the reason of claim is on side of the customer or the seller, the claim is solved by the seller himself.

2.1. Way of lodgement of the claim

The customer is obliged to lodge the claim by the seller in written e.g. by means of a Claim Letter, Protocol, Report on faults etc., further on only “written record”. Formalized Claim Protocol see Enclosure No. 1.

In case that the customer lodges the claim by the seller personally, the seller is obliged to make a written record on the claim lodged.

The written record must include:

- Invoice number of the fabricator and date of the shipment
- Exact denomination of the damaged/missed assortment item
- Exact description of defect
- Number of damaged/missing products
- Proposal on claim´s settlement.

The customer is obliged to enable the seller/fabricator an inspection of claimed product on spot where the product is installed/stocked.

In case of claim on slab/slabs damaged during the transport or manipulation during loading, the customer must provide a digital photo of the damaged goods still before it´s unloading.

If any of above mentioned facts is missing, the executives of the fabricator will insist on their completion or the record will be sent back to the seller/customer for completion.

3 GUARANTEE PERIODS

3.1. Tiles and fabricated stone products – 2 years of guarantee

The fabricator grants a guarantee of 2 years on products from fabrication shop from the date of their loading or from the date of handing over of the work to the seller/customer by means of a protocol in case they are installed by the fabricator. The damage on formats and slabs as result of not keeping the technological process of installation from the side of the seller/customer (bonding and grouting substances used, absence of installation of cleaning zones, dilatation joints etc.) is not considered as damage.

3.2. Prolonged guarantee on hidden defects on Technistone® slabs

The supplier Technistone, a.s. grants a guarantee of 10 years on hidden defects on slabs for interior use in living areas and a guarantee of 5 years on defects on slabs for interior use in public areas from the date of the slabs loading in Technistone a.s.

The guarantee conditions are stated in the Claim Rules of company Technistone a.s. available as a rule on the web site www.technistone.com.

3.3. Prolonged guarantee on hidden defects on Sensa®, Dekton® and Silestone® slabs

The supplier Cosentino grants a guarantee of 10 years on hidden defects on Sensa® and Dekton® slabs and 25 years on hidden defects on Silestone® slabs used for kitchen worktops.

The guarantee conditions are stated in the Guarantee conditions of company Cosentino Austria GmbH available as a rule on the web site www.cosentino.com.

10/25-year guarantee is valid for slabs used for **kitchen** worktops. It is valid just for the country where the customer obtained the product ev. where he bought it. The guarantee is not transferrable.

The customer has to fill online a contact form on www.cosentino.com, link „Activation of guarantee“, but he can turn himself for assistance by e-mail, phone or fax on the Sales Dpt. of the nearest Cosentino centre. All necessary data can be downloaded from web site www.cosentino.com. All fields of the card have to be filled fully and truthfully. ID number of fabricator MosaicTech is set for these purposes as 6000016528.

The customer has to apply for the extended guaranty online within 30 days after installation of the worktop.

The customer is obliged to read thoroughly full reading of Guarantee conditions and after activation of the guarantee also the conditions of obtained Guarantee card. The instructions on maintenance of worktops will the customer anytime obtain on request at the nearest Cosentino centre, if he has not already received it from the seller of fabricator just after installation of worktop.

The customer shall keep thoroughly the documents on purchase and installation of worktop and to read thoroughly and follow the instructions on maintenance of worktop given there.

4 DEFECTS OF THE PRODUCT

The product has defects, if it is not delivered in intact state and in quantity according to confirmed order or concluded Contract for Work (further on only “CfW”).

4.1. Aesthetic and dimensional defects on slabs

As aesthetic defects of product are considered obvious defects on product quality, i.e. defects of surface or colour and structure deviations not corresponding with quality classification and characteristics for individual quality classes of product and deviations in sizes according to Claim Rules of the raw slabs manufacturers (for Technistone a.s. – see Enclosure No. 2.)

4.2. Other defects

As a defect of product is also considered delivery of product in different assortment composition and execution different from confirmed order.

As a defect of product is also considered delivery of different product quantity than stated in confirmed order or concluded CfW.

4.3. Exceptions from guarantee – awareness of customer

The fabricator is not responsible for the product defects that the customer was aware of in time of order confirmation or that he had to be aware of with view to circumstances.

4.4. Exceptions from guarantee – others

As a product defect cannot be considered:

- obvious product defects that were not claimed before their built-in, assembly or other fabrication
- product defects arisen by non-professional loading and handling with product in contradiction with general manuals on installation and cleaning of the product (see www.mosaictech.cz) and in contradiction with the documents Maintenance instruction for granite worktops, Maintenance instructions for worktops from engineered stone Silestone[®], Maintenance Instructions for worktops from Dekton[®] and Maintenance instructions for worktops from engineered stone Technistone[®] (all see www.mosaictech.cz)
- variability of colour shades, structure and design from the reason that the engineered and natural stones and ceramics are formed with natural raw materials, where certain variability of these characteristics is their natural characteristics, these differences in aesthetic look are typical for stone, do not influence functionality of worktops and are therefore not considered as defects
- if the reference sample does not show entire conformity with actual delivery.

5 TITLES ARISEN FROM PRODUCT DEFECTS

Seller/customer may ask, in case the product was delivered with defects by those the contract was injured substantially, for:

- supply of new product as replacement for the defect product, supply of missing product or
- removal of defects on the product by means of repair, if the defects are removable or
- adequate discount from the purchase price or
- withdrawal from the order/contract.

The seller/customer has to give proposal how to solve the claim already in the written report (Claim letter, protocol, Report on defects etc.) or without any unnecessary delay after this notice. It is not possible to change the already given proposal without prior agreement of the fabricator.

If the contract is not (through supply of product with defects) injured substantially, the seller/customer may ask either for delivery of missing product, removal of the defects or adequate discount from purchase price.

6 SETTLEMENT OF CLAIM

The claim will be settled without any unnecessary delay and the customer will be informed about the result of claim procedure **not later than within 30 days after receipt of the claim in written form** meeting all requirements stated in article 2.1. of this Claim Rules.

In case the fabricator lodges a consequent claim by the supplier of basic material supplied in order to realize the claimed work, the period for claim settlement mentioned in foregoing sentence is prolonged by other 30 days as maximum.

In case of claim settlement, there will be concluded an agreement between the seller/customer and fabricator on claim settlement details.

7 EXPERT'S OPINION ON QUALITY, INDEPENDENT TESTING LABORATORY

In case the fabricator and claiming side are not able to come to an agreement how to settle the claim, the decisive assessment on product quality will be done by Zkušebna kamene a kameniva (Testing Laboratory for stone and gravel), s.r.o., Husova 675, Hořice v Podkrkonoší.

The result of analysis done by this authorized testing laboratory will be considered by all sides as incontestable. Analysis will be ordered by the fabricator. In case the claim is found without merit, the costs arisen with the analysis will be paid by the claiming side.

8 DECISIVE LAW, ARBITRARY COURT OF LAW

In case of dissatisfaction with the claim settlement it will be proceeded according to respective legal regulations valid in Czech Republic.

Eventual legal dispute will be solved at the court of law in place of business of the fabricator, i.e. at District court of law in Svitavy.

9 CONCLUDING PROVISION

Till final settlement of claim, the involved parties (contracting parties) will restrain from any activity that could make the objective assessment of the claim impossible and that could injure the opposite party.

In Svojanov, dated 11.2.2015

Enclosure No. 1: Claim protocol

Claim protocol	
Customer:	Date of claim lodgement:
Claimed product:	Claimed quantity:
Date of shipment:	Production lot:
Invoice number:	Delivery bill number (handing over protocol):
Installer:	
Photo documentation:	
Defect description:	
Who must assess the claim*:	
Proposal of the customer how to settle the claim:	
Estimation of loss height*:	
Recorded by:	
Statements to claim rightfulness and the reasons for*	
Statement of chief of fabrication shop:	
Date:	
Statement of Commercial Dpt.:	
Date:	
Statement of assembly staff:	
Date:	
To acknowledge the claim YES NO	
Agreement on claim settlement with the customer:	

Approved:*	Date:
Approved:	Date:
Proposal of corrective measure, term of realization, person responsible:*	
Date:*	Signature:*
Costs arisen from the claim:*	
Note:*	
Claim booked on:*	Claim booked by (signature):*

* will be filled by manager of Mosaictech s.r.o.

Enclosure No. 2: Allowed aesthetic defects on engineered stone Technistone®

Acceptable elements on surface of slabs quality 1

Group	Element	Max. size ¹⁾ (cm)	Max. number of elements of max. size
Slabs width 140 cm with grain size up to 2.5 mm ²⁾	Spot – soft structure	1	3
Slabs width 140 cm with grain size over 2.5 mm ³⁾	Spot – soft structure	2.5	4
Granite	Defect in structure of used granite	0.3	No limit
Crystal	Grey lines – abrasion marks	1	4
Mirrors	Coloured glass	0.8 * 0.5	4
Mirrors	Mirror glass round	1.2	2
Mirrors	Mirror glass with back coloured print	1.2	No limit
Translucent & Fresh	Elements inside the slab mass visible only by shine through	2	No limit
Generally	Occurrence of natural mineral grains	0.8	3
Generally	Spot – 1 colour	2	4



Note: 1) Occurrence of grains with size smaller than maximum allowed limit is not considered as defect.

Note: 2) Materials with grains up to 2.5 mm: Brilliant Black, Brilliant White, Classic Nevada, Crystal Absolute White, Crystal Arctic, Crystal Beach, Crystal Colorado, Crystal Diamond, Crystal Polar White, Crystal Quartz White, Crystal Royal, Elegance Cream, Elegance Dark Grey, Elegance Prairie, Elegance Concrete Grey, Gobi Black, Gobi Brown, Gobi Grey, Gobi White, Hamonia Altay, Harmonia Cerros, Hamonia Dolomites, Hamonia Sierra, Hamonia Velasco, Hamonia Yosemite, Harmonia Highlands, Crystal Anthracite, Nevada Qatar.

Note: 3) Materials with grain from 2.5 mm: Classic Beige, Classic Black, Classic Grey, Classic Ice, Crystal Creme Beige, Crystal Sahara, Crystal Topaz, Fresh Green, Fresh Orange, Karpat Arizona, Sonora, Starlight Azurite, Starlight Aquamarine, Starlight Black, Starlight Blue, Starlight Brown, Starlight Citrine, Starlight Desert, Starlight Sand, Starlight Green, Starlight Grey, Starlight Red, Starlight Ruby, Starlight Sapphire, Starlight White, Starlight Violet, Starlight Yellow, Taurus, Taurus Brown Pearl, Taurus Gold, Taurus Nordic, Taurus Porhyry, Translucent Onyx, Venetian Night, Venetian Sunset, Venetian Galaxy, Taurus Black.