

GENERAL COMMERCIAL TERMS TECHNISTONE, a.s.

- Part I: General commercial conditions for sale
- Part II: Complaint rules
- Part III/1: General technical manual
- Part III/2: Technical manual for tiles installation
- Part III/3: Manual for cleaning and maintenance
- Part III/4: Technical manual for fabrication shops
- Part III/5: Manual Translucent

PART II

COMPLAINT RULES OF THE COMPANY TECHNISTONE, a.s.

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1. DEFINITION OF TERMS

1.1. Producer

Production plant Technistone, a. s., Bratří Štefanů 1070, 500 03 Hradec Králové, Czech Republic (further on the “producer” only).

1.2. Seller, customer

The seller is a legal subject who signed with the producer a distribution (or other similar) agreement and who delivered the end user (further on the “customer” only) the products produced by the company Technistone, a.s.

1.3. Claim

The claim is a legal act by means of which:

- a) the customer lodges a claim by the seller on the quality (**quality claim**) or on the quantity (**quantity claim**) relating to delivered product and subsequently.
- b) the seller lodges a claim by the producer on the quality or on the quantity of the delivered product,
or exceptionally,
- c) the customer lodges the claim directly by the producer.

1.4. Product (goods)

The product (goods) is for the purposes of these Complaint Rules understood as:

- a) tangible product of the production plant Technistone, a. s. Hradec Králové. These are slabs, tiles, special formats and shop fabricated products made in the main production or fabrication shop of Technistone a. s., Hradec Králové or made by his co-operation partners and delivered by Technistone a. s., Hradec Králové.
- b) intangible products (services) provided or arranged by Technistone, a. s., insofar as they were part of the delivery. These are e.g. following services: installation of the Technistone[®] products, measurement before installation, transport etc.

1.5. Engineered stone Technistone[®]

Quality, nonporous, engineered material formed with hard, inorganic, polishable granulates, compactly bound together with binder and filler, colored with various pigments, having after finishing an even, resistant surface, of various sizes and wide options of use.

1.6. Types of products according to their sizes

The product is divided according to its dimensions into the slabs, shop fabricated products, formats (tiles) and special formats. The basic size is a slab of dimensions: either 300x132 cm (type narrow) or 303x140 cm (type large). Other products can be prepared from this basic size. The products can be produced in the thicknesses from 10 up to 30 mm: 10mm for tiles, 12, 20 and 30 mm for slabs. Non-standard shapes,

dimensions, sizes and physical-mechanical properties of the product can be made as well but must be agreed to by the manufacturer and customer in advance.

a) Slabs

The basic machined product in a form of a plate with various thicknesses, miscellaneous surface finishes and with the guaranteed usable areas:

3,96 sqm (300x132 cm) for narrow slabs 20 and 30mm

4,242 sqm (303x140 cm) for large slabs 20 and 30 mm

Usable area of slabs in 1st quality

thickness (mm)	length (cm)	Width (cm)	usable area (sqm)	semi-product/ width (cm)
20, 30	300	132	3,960	narrow / 134,5
10, 12	297	130	3,861	narrow / 134,5
12	293	135	3,956	large/ 141,5
20, 30	303	140	4,242	large/ 141,5

The usable area represents the whole area of the slabs excluding the technological margin.

Usable area of slabs in 2nd quality

usable area (sqm)	size of the sector containing the defect (sqm)	thickness (mm)	difference against the basic usable area in 1 st quality (%)	semi-product
3,300	0,660	10, 12, 20, 30	16,7	narrow/ 134,5
3,535	0,707	10, 12, 20, 30	16,7	large/ 141,5

Non-usable area (0,660 sqm) of narrow slab is formed either with:

- sector with the length 50 cm and width 132 cm located only by one shorter side of the slab
- sector with the length 300 cm and width 22 cm located only by one longer side of the slab
- sector with the length 100 cm and width 61 cm located in the slab area.

Defect in the sector is marked with an orange label. Difference against the full usable area makes 16, 7%.

Non-usable area (0,707 sqm) of large slab is formed either with:

- sector with the length 50,5 cm and width 140 cm located only by one shorter side of the slab
- sector with the length 300 cm and width 23 cm located only by one longer side of the slab
- sector with the length 101 cm and width 70 cm located in the slab area.

Defect in the sector is marked with an orange label. Difference against the full usable area makes 16, 7%.

b) Shop Fabricated products and large formats

Products with at least one side longer than 60 cm up to min. size of the slabs. These are atypical parts produced mostly in the Fabrication shop or in main production according to the dimensions given by the customer.

c) Tiles (floor and wall tiles)

Finished products prepared by cutting from basic slab sizes into tiles formats, various thicknesses, sizes (max. 600 x 600 mm, bigger sizes are large formats) and surface finishings (according to EN 15285 standard).

The basic sizes of the formats are 30x30, 40x40 cm and 60x60 cm.

d) Special formats

These are products with at least one side shorter than 30 cm. They are divided into:

- small formats (tiles 5x5 cm, 10x10 cm, 15x15 cm and 20x20 cm)
- skirting (e.g. 60x7,5x1 cm, 40x9,7x1 cm)
- bordures (types A, B, C, and D) glued on a net
- mosaics (15x15 mm, 50x50 mm and 100x100 mm), one-, bi-color and multicolor, glued on a net.

2. LODGING A CLAIM

The claim can be lodged in principle by the seller by whom the customer bought the product. In case the customer bought the product directly by the producer, he lodges his claim here.

In case the customer lodges the claim by the seller, the seller is obliged to pass this claim without delay on Technistone, a.s. Before passing the claim on, the seller is obliged to consider if the reason of the claim is not on his side (e.g. damage during transport caused not by the producer or his contracting forwarder) or on the side of the customer. In case the reason of the claim is on the side of the customer or the seller, the seller settles such claim by himself.

2.1. How to lodge a claim

The customer has to lodge a claim by the seller always in written, e.g. by means of a Claim Letter, Failure Message, Claim Protocol etc. Formalized Claim Protocol see Enclosure No. 1.

In case the customer lodges a claim by the seller personally, the seller is obliged to issue a written report on lodged claim.

The written record (Claim Letter, Claim Protocol, Failure Message, etc.) must contain exact specification of the defects and further:

- invoice number and date of shipment.
- exact denomination of defected/missing assortment item (specified by denomination of product, its thickness, surface treatment and production lot number).
- exact description of the defect.
- number of defected/missing products.
- suggestion how to settle the claim.

The customer must present a sample of claimed product if technically possible or at least to render a digital photo in necessary quality. In case of digital photo, there must be a clearly visible label with the bar code of the slab or cardboard box of the tiles plus enclosed meter or gauge in metric system placed beside the defect plus photo of the whole slab. In case of claim on slab thickness the customer must send the thickness values measured with a slide gauge in all four corners of the slab. In case the slab has been already cut, he shall indicate also the thickness values measured with a slide gauge also in the inside (cut) side of the slabs. In opposite case the customer must enable the seller/producer to inspect the claimed product on spot of its installation/storing etc. on his account.

In case of claim for slabs damage arisen during the transport or manipulation with the products, the customer/seller has to put a corresponding remark into the way-bill (C.M.R. or its other foreign form) and again to provide a digital photo of opened truck/container and detailed photos of damaged goods before and during the unloading.

In case any of these, above-mentioned, requirements are missing, Technistone, a.s. will insist on their completion or/and the written record (Claim Letter, Claim Protocol, Failure Message, etc.) will be sent back to the customer for completion. In case the customer/seller will not provide these data, Technistone will refuse the claim.

3. GUARANTY PERIODS

3.1. Tiles and shop fabricated products - 2 years guaranty

Technistone, a. s. provides the guaranty of 2 years on tiles, special formats, and shop fabricated products from the date of shipment. Defects caused by the unprofessional handling with tiles and shop fabricated products, that was in contradiction with General Commercial Terms – part III/2: Technical manual for tiles installation, can't be judged as defects.

3.2. Slabs for interior household use - 10 years guaranty

Technistone, a. s. provides the guaranty of 10 years on the slabs for interior household use from the date of shipment. Technistone, a.s. company hereby grants to the first/original consumer, who has purchased slabs of the Technistone, a.s. company (hereinafter referred to as the "Seller" only) limited guaranty for slabs supplied by the Technistone, a.s. company for the period of ten (10) years counted from the date of their shipment to the Seller. This guaranty is being granted by the Technistone, a.s. company only in case when its slabs are being installed into interior residential space (i.e. for the household use), not for the slabs installed into publicly accessible spaces. The Seller shall have, for the whole duration of the guaranty, the right to present his/her complaint pertaining to the slabs according to the terms and conditions stipulated in the General Commercial Terms - part II: Complaint rules.

Guaranty conditions

The above-mentioned guaranty is being granted by the Technistone, a. s. company only if the following conditions are fulfilled:

- installation/building up (or assembly or other similar processing) of the slab shall be done in compliance with the general rules, stipulated by the

Technistone, a.s. company in its manuals and in the other materials that have been supplied to the Seller along with the slab. The Seller is liable to verify with the Technistone a.s. company, prior to the slab's installation/building up (or assembly or other similar processing), that all manuals (GCT – part III/1: General technical manual, GCT – part III/3: Manual for cleaning and maintenance, GCT – part III/4: Technical manual for fabrication shops) needed for proper installation and handling of the slab have been supplied.

- the Seller shall be obligated to handle properly the slab after its installation/building up for the whole duration of the guaranty in compliance with all manuals and other materials supplied to the Seller along with the slab. If the Seller allows handling of the slab by the third person (customer), he/she shall be obliged to take all measures that this obligation shall be fulfilled by that third person, too;
- in case of occurrence of a defect, the Seller shall be obliged to exercise his/her complaint in compliance with the General Commercial Terms part II - Complaint Rules and in compliance with special conditions and understanding reached between the Seller and Technistone, a.s. company related to the slabs. In all instances of presented claims the Technistone, a.s. company shall be entitled to verify, through its specialist whether the installation/building up (or assembly or other similar processing) of the slabs had been carried out properly and whether the slabs had been handled in compliance with the terms and conditions stated in this guaranty.

Above-mentioned guaranty shall not relate to the apparent defects of the slabs that were not claimed prior to its installation/building up (or assembly or other similar processing), further, the defects caused by the unprofessional handling of the slabs that was in contradiction with manuals (GCT – part III/1: General technical manual, GCT – part III/3: Manual for cleaning and maintenance, GCT – part III/4: Technical manual for fabrication shops) and other materials that have been supplied to the Seller along with the slabs, as well as in case of the other discrepancies stated in the General Commercial Terms - part II: Complaint rules.

The Technistone, a.s. company shall not also grant the above-mentioned guaranty in those cases when the installation/building up of the slabs was made in unprofessional manner or if the slabs were handled improperly due to the fact that the Seller did not verify with the Technistone, a.s. company whether all pertinent manuals and materials needed for proper installation of and handling of the product were supplied to him/her. The Seller shall also prove that he handed over all these manuals to the Customer(s).

3.3. Slabs installed into publicly accessible spaces - 5 years guaranty

Technistone, a. s. provides the guaranty of 5 years on the slabs installed into publicly accessible interior spaces from the date of shipment. Technistone, a.s. company hereby grants to the first/original consumer, who has purchased slabs of the Technistone, a.s. company (hereinafter referred to as the "Seller" only) limited guaranty for slabs supplied by the Technistone, a.s. company for the period of five (5) years counted from the date of their shipment to the Seller. The Seller shall have, for the whole duration of the guaranty, the right to present his/her complaint pertaining to the slabs according to the terms and

conditions stipulated in the General Commercial Terms II - Complaint Rules of the Company Technistone, a.s.

4. FAULTLESS PRODUCT, QUALITY CLASSES OF THE PRODUCT

Faultless product is such a product that meets the conditions for its classifying into following quality classes:

for the slabs 1

for the tiles 1

4.1. Quality class 1 – slabs

Usable area 3,96 sqm (narrow) or 4,242 sqm (large) - 20, 30mm / 3,861 sqm (narrow) or 3,956 sqm (large) – 12 mm

Marking: yellow sticker + identification sticker (bar code)

Acceptable elements on 1st quality slabs

Group	Element	Max. size ¹⁾ (cm)	Max. quantity of elements of max. size
Slabs 140 cm width, fine grain to 2,5 mm ²⁾	Fine structured spot	1,5	4
Slabs 140 cm width, fine grain up 2,5 mm ³⁾	Fine structured spot	2,5	4
Slabs 132 cm width	Fine structured spot	3	4
Granite	Defect in the structure of used granite	0,3	Unlimited
Crystal	Gray spot / line	1	4
Mirrors	Colored glass	0,8 * 0,5	4
Mirrors	Mirror chips circular	1,2	2
Mirrors	Mirror chips with visible colored back printing	1,2	Unlimited
Translucent & Fresh	Particles inside mass visible after illumination	2	Unlimited
Generally	Nature mineral chips presence	0,8	3
Generally	One color spot	3	5

Note: 1) Presence of spots of size smaller than maximum allowed is not considered as a defect.

Note: 2) Materials with fine grain to 2,5 mm: Classic Nevada, Crystal Beach, Crystal Colorado, Crystal Dark Shell, Crystal Diamond, Crystal Polar White, Crystal Quartz White, Crystal Royal, Elegance Cream, Elegance Dark Grey, Elegance Prairie, Gobi Black, Gobi Brown, Gobi Grey, Gobi Mahogany.

Note: 3) **Materials with fine grain up 2,5 mm:** Classic Beige, Classic Black, Classic Grey, Classic Ice, Crystal Creme Beige, Crystal Sahara, Crystal Rio, Crystal Topaz, Crystal Montana, Crystal Savannah, Fresh Green, Fresh Orange, Fresh Red, Karpat Arizona, Sonora, Starlight Azurite, 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, Taurus, Taurus Blue Bahia, Taurus Brown Pearl, Taurus Gold, Taurus Nordic, Taurus Porphyry, Translucent Ice, Translucent Onyx, Translucent Snow White, Venetian Day, Venetian Night, Venetian Sunset.

4.2. Quality class 1 – tiles (large format tiles - size of sides more than 61 cm)

Acceptable elements on 1st quality tiles

Group	Element	Standard tiles			Large format tiles	
		Max. size of element (cm) ⁴⁾	Max. quantity of element of max. size Size 30 * 30 cm	Max. quantity of elements of max. size Larger sizes	Max. size of element (cm) ⁴⁾	Max. quantity of elements of max. size
Monocolor structure	Fine structured spot	1,5	1	2	2,5	3
Multicolor structure	Fine structured spot	2,3	1	2	3	3
Mirrors	Colored glass presence	0,8 * 0,5	1	1	unlimited	unlimited
Mirrors	Mirror chip circular	1	-	1	1,5	1
Mirrors	Mirror with visible colored back	0,8	-	1	unlimited	unlimited
Mirrors	Torn off glass	0,3	1	2	0,5	2
Granite	Defect, hole in granite grain	0,3	1	2	3	
Translucent & Fresh	Particles inside mass visible after illumination	1	1	2	2	3
Crystal	Gray spot / line	1	-	1	3	2
Generally	Nature mineral chips presence	0,5	-	1	0,5	3
Generally	One color spot	2,3	1	2	3	2
Generally	Narrow fine groove	5	-	1	15	1

Note: 4) Presence of spots of size smaller than maximum allowed is not considered as a defect.

4.3. Quality class 2 – slabs

Usable area 3, 3 sqm (narrow) or 3, 535 sqm (large).

Marking: orange sticker + identification sticker (bar code)

It has the same specifications as the quality class 1, from which it differs in having a smaller usable area only. The defects can occur only on non usable area sector and are marked in respective sector with a label. The defect can not affect the slab in whole thickness (a hole through the whole slab in diameter bigger than 2 cm).

4.4. Quality class 3 – slabs

Marking: gray sticker + identification sticker (bar code)

This quality class includes the products with mechanical and visual defects as e.g.: outstanding circular and lengthwise grooves, outstanding low-gloss polished areas, damaged corners and edges, impurities, different color spots, spots with the same color shade exceeding in their sizes the allowed dimensions given in the specification of the quality class 1, incorrectly pressed areas, cracks, pressed-in paper etc. The defects are of such location, character and number so that it is not possible to reprocess the slabs into a higher quality by means of repeated polishing or manual repair. It is not possible to lodge a claim on this quality class.

4.5. Quality class 4 – slabs

Marking: green sticker + identification sticker (bar code)

This quality class includes products with quite different color shade or color structure and thus differs from the actual production standard. The slabs may contain also mechanical defects. It is not possible to lodge a claim on this quality class.

4.6. Quality class N – slabs

Marking: red sticker + identification sticker (bar code)

This class includes products of non standard quality, without mechanical defects. Deviation in color shade, color structure or raw material is allowed.

4.7. Quality class P – tiles

The quality class P includes the products with mechanical defects not meeting the tolerances given in chapter 4. 2 and where occurred mechanical and visual defects as e.g.: uneven chamfering, different color spots, spots with the same color shade exceeding with their sizes the allowed dimensions given in the specification of the quality class 1, different color structure etc. The quality P may be used for production of samples. It is not possible to lodge a claim on this quality of tiles.

4.8. Quality class N – tiles

The quality class N includes the products of non standard quality. Non standard mechanical defects, deviation in color shade, color structure or raw material, and dimensional deviations are allowed.

4.9. Products (slabs, tiles) with various surface finishes

The products are evaluated according to the same rules given above.

Standard surface finish

Standard surface finishes are **polished** and **slate**.

Polished surface is smooth, the degree of gloss depends on type of polishing tools.

Slate surface is textured; the degree of flatness/gloss depends on the declared level of surface finishing. The surface contains the texture according to the specific mould.

Special surface finish

Special surface finishes are **honed**, **brushed** and **antique** surface.

Honed surface is mat, with marks after the previous grade of polishing/honing tools segments. These marks should be continuous, can include “fine grooves” in wide bands and should be distributed on the surface in regular, continuously connecting cycles. The surface can be covered with thin layer of dry, milled off material from honing and chamfering equipment.

Antique and brushed surface may also contain outstanding or depressed grains exposed by the technological process. The surface can be covered with thin layer of dry, milled off material from chamfering equipment.

4.10. Color shades consistency

Being made from nature materials the color variations of the product could appear. The product is sorted by producer according to the basic color standards. Slight optical color differences are proper and should be respected. There is mostly one color shade packed on one pallet of tiles and always one color shade in the same cardboard box and the respective lot No. and color shade is given on the box label.

In spite of the fact, before starting the installation it's necessary to open several boxes with the tiles, lay the tiles on the floor under natural light and check the color consistency.

To avoid any problems with color consistency on the floor it is recommended to lay down the tiles consecutively one by one from several checked open cardboard boxes simultaneously, not only from one cardboard box.

5. DEFECTS OF THE PRODUCT

The product has defects in case it is not delivered in undamaged state and in quantity according to confirmed order and further on in case it does not meet all parameters for declared quality class, into which it had been classified by the sale.

5.1. Visual defects

Visual defects are apparent defects on product quality, i.e. surface defects or color and structural deviations that do not correspond to the quality classification and characteristics for individual quality classes of product according to chapter 4.

Contingent mechanical and esthetical 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 Technistone product. The evaluation of visible appearance is done in according to respective standard⁵⁾, approved by the Chief of Quality Control Dpt. of Technistone, a.s..

The company makes sorting of color shades of the tiles so that in one cardboard box was always only one color shade in case it is necessary due to outstanding color difference.

The tolerance by evaluation of the visual defect sizes equals 20%.

Note: 5) These standards are deposited by Final Inspection Dpt. and in the laboratory of Technistone, a.s.. Each standard is labeled with the name, lot number, date of validity start and signature of the Chief of Quality Control Dpt.

5.2. Defects in product sizes

The deviations from the dimensional tolerance below allowed level are considered as defects as follows:

Tolerances of the slab sizes and thicknesses

Thickness: + 1,0 mm / - 1,2 mm from the basic thickness of the slab.

Basic thickness for polished, antique and slate finish is 10 mm, 20 mm or 30 mm. Basic thickness for brushed finish is 19,2 mm or 29,2 mm.

Thickness tolerance of slabs with slate finish: + 2,0 mm / - 1,2 mm from the basic thickness of the slab.

Maximum tiles size tolerances

Characteristics	Testing method	Declared value
Size - length and width	EN 14617-16	± 0,5 mm
Side straightness	EN 14617-16	± 0,3 mm
Rectangularity	EN 14617-16	± 0,9 mm
Flatness - central deformation - side deformation - torsion	EN 14617-16	± 0,2 % related to length

Tolerances of the tile thickness

Allowed deviations correspond with EN 15285 Agglomerated stone – Modular tiles for flooring and stairs (internal and external); techniques of measurement correspond with EN 14617-16.

Tolerances: + 0, 5 mm / - 0, 5 mm from the basic thickness of the slab.

Basic thickness for polished, antique and slate finish is 10 mm, 20 mm or 30 mm.
Basic thickness for brushed finish is 19,2 mm or 29,2 mm.

5.3. Deviations from mechanical-physical parameters

The products with defect are the products not meeting the basic technical requirements on mechanical-physical specifications of Technistone® according to following tables:

Required physical-mechanical specifications of the product – slabs:

Production group	Volume weight <i>minimum</i>	Water absorption after 48 hours NV ₄₈ <i>max.</i>	Flexural strength <i>min.</i>	Abrasion resistance <i>max.</i>
	(g / cm ³)	(% mass)	(MPa)	(mm ³)
Sand	2,30	0,06	45	7300
Granite	2,30	0,09	30	8600
Mirrors	2,30	0,06	30	8700
Crystal	2,30	0,07	35	7600
Applied standard	EN 14617-1	EN 14617-1	EN 14617-2	EN 14157 (B)

Note: Data shown in this table agree with Declaration of Compliance, average values of achieved basic physical and mechanical characteristics of the production groups are shown in General Commercial Terms - part III/1: General Technical Manual.

Production group	Coefficient of the linear thermal expansion α (20 up to 70 °C) <i>max.</i>	Coefficient of the linear thermal expansion α (30 up to 60 °C) <i>max.</i>	Coefficient of linear thermal expansion α (20 up to 130°C) <i>max.</i>	Coefficient of freeze resistance <i>min.</i>
	(10 ⁻⁶ / °C)	(10 ⁻⁶ / °C)	(10 ⁻⁶ / °C)	-
Sand	40	30	35	0,8
Granite	35	20	25	0,8
Mirrors	40	25	30	0,8
Crystal	43	35	40	0,8
Applied standard	ČSN 64 0528	EN 14617-11	EN 14617-11	EN 14617-5

Basic technical requirements for physical-mechanical specifications of the tiles (according to standard EN 1585 Agglomerated stone – Modular tiles for flooring and stairs)

Classification of tiles according to their characteristics

Production group	Water absorption	Flexural strength (bending)	Reaction to fire	Heat conductivity	Slipperiness
	(%)	(MPa)	-	(W/mK)	SRV dry/SRV wet (type of the surface)
Sand	$W4 \leq 0,05$	$F4 \geq 40$	B _{fl} , s1	1,3 (tabular value)	86/50 (slate) 83/44 (brushed) 80/32 (honed) 72/23 (polished)
Granite	$0,5 \geq W3 > 0,05$	$25 \leq F3 < 40$			
Mirrors	$W4 \leq 0,05$	$F4 \geq 40$			
Crystal	$W4 \leq 0,05$	$F4 \geq 40$			
Applied standard	EN 14617-1	EN 14617-2	EN 13501-1	EN 12524	EN 14231

Note: Data shown in this table agree with Declaration of Compliance, average values of achieved basic physical and mechanical characteristics of the production groups are shown in General Commercial Terms - part III/1: General Technical Manual.

Another characteristics of tiles

Production group	Abrasion resistance maximum	Coefficient of the linear thermal expansion α (30 up to 60 °C) maximum	Coefficient of the linear thermal expansion α (20 up to 130°C) maximum	Coefficient of the linear thermal expansion α (20 up to 70 °C) maximum	Coefficient of freeze resistance minimum
	(mm)	($10^{-6} / ^\circ\text{C}$)	($10^{-6} / ^\circ\text{C}$)	($10^{-6} / ^\circ\text{C}$)	-
Sand	25	30	35	40	0,80
Granite		20	25	35	
Mirrors		25	30	40	
Crystal		35	40	43	
Applied standard	EN 14617-4	EN 14617-11	EN 14617-11	EN ISO 10545-8	EN 14617-5

5.4. Other defects

Delivery of the products in another assortment composition and execution than confirmed order is also considered as defect of the product.

- a) **The producer is not liable for the product defects, about which the customer knew in time of order confirmation or with regard to the circumstances had to know.**

b) The guaranty does not refer to:

- the apparent defects of the product that were not claimed before their installation, assembly or other processing
- the defects that appear in case the engineered stone Technistone® is not handled professionally, inconsistently with technical manuals (GCT – part III/1: General technical manual, GCT – part III/2: Technical manual for tile installation, GCT – part III/3: Manual for cleaning and maintenance, GCT – part III/4: Technical manual for fabrication shops)
- the slight color shade, structure and design deviations due to the fact that the engineered stone Technistone® is created by more than 90% from natural raw materials where the small color difference is natural characteristic, these deviations in esthetical appearance are typical for engineered stone and did not decrease functionality of slabs and can not be considered as the defects.
- if the informative sample is not in full agreement with actual delivery (see the color shade differences below).

c) The deviations from dimensions are not considered as product defect, in case they range within allowed tolerances according chapter 5.2.

a) By tiles, following cases are not considered as the product defects: presence of defected products in a shipment in case their total number does not exceed 1,5 % from the total volume of delivered quantity for each individual item of shipment.

6. CLAIMS FOR DEFECTS OF THE PRODUCT

The Seller or Customer, in case of delivery of product with defects by means of which is the contract injured substantially, may claim for:

- delivery of a replacement product, delivery of a missing product or
- removal of product fault by a repair, in case the product defects are repairable or
- adequate discount from the selling price or
- cancellation of order/contract.

The Seller or Customer has to suggest how to settle the claim already in the written report (Claims Letter, Claims Protocol, Failure Message etc.) or without any unnecessary delay after this notice. He can not change this suggestion without approval of the Technistone, a.s.

If the contract is not breached substantially by delivery of defected product, the Seller or Customer may claim either delivery of missing product and removal of other defects or adequate discount from the selling price.

7. 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 30 days at the latest from the receipt of the written claim** (in the form of Claims Letter, Claims Protocol, Failure Message including claimed sample etc.) containing all essentials mentioned in the chapter 2.1. of these Complaint rules.

In case the claim is accepted, an agreement on settlement of the claim will be concluded between the Seller or Customer and Technistone, a.s.

8. EXPERT'S STATEMENT ON QUALITY, INDEPENDENT TEST SHOP

In case the producer does not accept the quality claim and the claiming subject will contest it, the decisive evaluation of the product quality will be done by Testing Shop for stone and aggregates, Ltd., Husova 675, Hořice v Podkrkonoší, Czech Republic.

The result of the analysis of this authorized testing shop will be accepted as uncontestable by all the parties. The analysis will be ordered by the producer. In case of unjustified claim, the costs connected with the analysis will be paid by the claiming party.

9. DECISIVE LAW, ARBITRATION COURT


In case one party is not satisfied with settlement of the claim, it will be preceded according to respective legal regulations valid in the Czech Republic.

Respective legal dispute will take place at the court in the domicile of the producer, i.e. at Regional Court in Hradec Králové, Czech Republic.

10. FINAL PROVISION

Parties concerned (contracting parties) will abstain from any conduct that might exclude objective consideration of the claim or injure the other party till definitive settlement of the claim.

11. CLAIM PROTOCOL

		<h3>Claim protocol</h3>	
TS customer:		Date of claiming:	
Goods under complaint:		Quantity under complaints:	
Date of expedition:		Production batch number:	
Invoice number:		Packing list number:	
Photo documentation(required as enclosure):			
Claim/defect description:			
Responsible people*:			
Customer's proposal for the solution:			
Claim value*:			
Claim legitimacy and decision reasoning*			
Claiming distributor :			
Claiming subdistributor and end-user :			
Type and number of claimed Technistone's product :			
Respective No. of Technistone's invoice and distributor's order Invoice No. Distributor's Order No:			
Subject of the claim (detailed description of the defect)			
Claimed sample will be sent through:			
Other comments of the distributor:			
Mutual agreement about the solution:			
Authorized:		Date:	
Authorized:		Date:	
Proposal of corrective activities, realization, responsible person:			
Date:		Signature:	
Note:			
Claim conclusion date:		Concluded (signature):	

*) will be filled by Technistone a.s.