



## **GENERAL TRADING TERMS (GTT) RMC® by EUROSURFACES**

### **PART III COMPLAINT RULES AFTER SALE OF AGGLOMERATE STONE RMC® by EUROSURFACES**

Manufacturer: **EUROSURFACES PORTUGAL S.A.**  
Product Brand: **RMC®**

Rua Correia da Coutinha N.º 1  
P.O. Box 30  
3771-909 Oliveira Do Bairro  
PORTUGAL

T: +351 (234) 740 400  
F: +351 (234) 740 401  
[www.eurosurfaces.eu](http://www.eurosurfaces.eu)  
[info@eurosurfaces.eu](mailto:info@eurosurfaces.eu)

**Italian Breton Patented Technology**



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## 1 DEFINITION OF TERMS

### 1.1 Manufacturer

The product **RMC® by EUROSURFACES** is made by **EUROSURFACES PORTUGAL S.A.** using Italian Breton Patented Technology.

### 1.2 Customer

The customer is a legal subject who bought from the manufacturer the products with brand name **RMC® by EUROSURFACES**.

### 1.3 Claim

The claim is a legal act by means of which:

- The customer lodges a claim on the quality (**quality claim**) or on the quantity (**quantity claim**) relating to delivered product and subsequently.

### 1.4 Product (goods)

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

- a) **Tangible product** of the production plant of **EUROSURFACES PORTUGAL S.A.** These are slabs, tiles, special formats and shop fabricated products made in the main production or fabrication shop or made by his co-operation partners and delivered by **EUROSURFACES PORTUGAL S.A.**
- b) **Intangible products (services)** provided or arranged by **EUROSURFACES PORTUGAL S.A.** insofar as they were part of the delivery. These are e.g. following services installation of the: **RMC by EUROSURFACES®** products, measurement before installation, transport etc.

### 1.5 Marble Based Engineered stone RMC® by EUROSURFACES

Higher in quality, engineered stones are imperious composite material, built-up from hard, inorganic, polishable grains, compactly bound together, having a smooth resistant surface, in a variety of size and a wide range of applications.

**Appearance mono-color - one-color:** the color is the same on the whole surface. The inert material is generally of the same color shade, the binder is dyed with the pigment of the same color shade. The product is monochromatic.

**Appearance multicolor – more-color:** the product is created with inert materials of different color shades; the binder is dyed with pigments of different color shades.

### 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 **1830 x 1230 (mm)**. Other products can be prepared from this basic size. Products can be produced in standard thicknesses 12, 20 and 30 mm. Other thicknesses can be prepared on request.



Non-standard shapes, dimensions, sizes and physical-mechanical properties of the product can be also made on the basis of mutual agreement between the manufacturer and the customer.

## 2 SUBMISSION OF A CLAIM

The claim can be submitted by the customer who bought the product.

### 2.1 How to submit a claim

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

In case the customer submits a claim to the manufacturer personally, the manufacturer is obliged to issue a written report on submitted claim.

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.

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 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.

### 2.2 Obligatory dates for lodging 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 taking over** the products by quantity failures.
- b) **Maximum 7 days after taking over** the products by apparent product quality defects according to Art. No. 5 of these Complaint Rules.
- c) **30 days from detection of hidden product quality defects** according to Art. No. 5 but in any case before further working of the product or its installation and in the frame of the guaranty period given in the Art. No. 3 of these Complaint Rules.

## 3 GUARANTEE PERIOD

### 3.1 2 years guaranty

**RMC® by EUROSURFACES products have with 2 years guarantee on special formats, tiles, shop fabricated products and slabs from the date of shipment.** The guarantee refers only to the defects that appeared in spite of the fact that the product had been properly handled in

compliance with the EUROSURFACES PORTUGAL S.A. Manual<sup>1</sup> - Installation, use and maintenance instructions for the composed marble **RMC® by EUROSURFACES**. Simultaneously, the conditions given in Art. No. 5 of these Complaint Rules has to be fulfilled as well.

The above-mentioned guarantee is being granted by the manufacturer 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 in the EUROSURFACES PORTUGAL S.A. manual (Technical Manual Installation, Use and Maintenance Instructions for Marble based Engineered Stone) and in the other materials that have been supplied to the customer along with the slab. The customer must verify, prior to the slab's installation/building up (or assembly or other similar processing), that all manuals (hand-books) needed for proper installation and handling of the slab have been supplied;
- The customer shall be obligated to handle properly the slab after its installation/building up for the whole duration of the guarantee in compliance with the manual (technical hand-book) and other materials supplied to the customer along with the slab. If the customer allows handling of the slab by the third person, he/she shall be obligated to take all measures that this obligation shall be fulfilled by that third person, too;
- In case of occurrence of a defect, the customer shall be obligated to exercise the complaint in compliance with the General Trading Terms III - Complaint Rules and in compliance with special conditions and understanding reached between the customer and manufacturer related to the slabs. In all instances of presented claims, the manufacturer 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 guarantee.

Above-mentioned guarantee shall not relate to the apparent visual 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 the manual (technical hand-book) and other materials that have been supplied to the customer along with the slabs, as well as in case of the other discrepancies stated in the General Trading Terms III - Complaint Rules.

The manufacturer 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 customer did not verify all pertinent manuals (hand-books) and materials needed for proper installation of and handling of the product.

## 4 DEFECTS OF THE PRODUCT

**The product is considered with defects** in case:

- It is not delivered in undamaged state.

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<sup>1</sup> *General Trading Terms (GTT) RMC® – Part II*

- It is not delivered in quantity according to confirmed order.
- It does not meet all parameters for declared quality class, into which it had been classified by the sale.

#### 4.1 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 Art. No. 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 **RMC® by EUROSURFACES** product. The evaluation of visible appearance is done according to respective standard<sup>2</sup>, approved by the Head of Quality Assurance Dpt. of EUROSURFACES PORTUGAL S.A. or his authorized representative.

## 5 CLAIMS FOR DEFECTS OF THE PRODUCT

The 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 customer has to suggest how to settle the claim already in the written report (Claim Protocol) or without any unnecessary delay after this notice. This suggestion cannot be changed without the approval of both parties.

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

## 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 essentials mentioned in the Art. No. 2.1. of these Claims Rules.

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

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<sup>2</sup> *These standards are deposited by Final Inspection Dpt. and in the laboratory of EUROSURFACES PORTUGAL S.A.*

## **7 EXPERT'S STATEMENT ON QUALITY, INDEPENDENT TEST SHOP**

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 Testing Shop for stone.

The result of the analysis of this authorized testing shop 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 DECISIVE LAW, ARBITRATION COURT**

In case one of the parties is not satisfied with settlement of the claim, it will be preceded according to respective legal regulations in Portugal.

## **9 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.

# CLAIM PROTOCOL

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Client:	
Invoice Nr.:	Date of the Invoice: __/__/____
Project:	
Address:	
Contact:	Phone Nr.:
Date of the Claim: __/__/____	

**Information Regarding the Product**

Reference:		Dimensions:
Quantity (sqm/m/units):		
Not Installed <input type="checkbox"/>	<b>Storage in the Client premises</b>	<b>Type of material</b>
	Internal <input type="checkbox"/> Exterior <input type="checkbox"/>	Slab <input type="checkbox"/> Tile <input type="checkbox"/> Tile cut to size <input type="checkbox"/> Vanity Top <input type="checkbox"/>
Installed <input type="checkbox"/>	<b>Place of installation</b>	<b>Type of material</b>
	Internal <input type="checkbox"/> Exterior <input type="checkbox"/>	Floor <input type="checkbox"/> Walls <input type="checkbox"/> Tile cut to size <input type="checkbox"/> Vanity Tops <input type="checkbox"/>

**Claim Description**

**Internal Notes**

**Attached documents**

- Photos - Please in the photo use a measuring tape to see the dimension of the problem
- Copy of the Invoice
- Other relevant documents – Please specify: \_\_\_\_\_