

PRESBETON® manufacturers declare the following warranty conditions,

guarantee that PRESBETON® products from their production, at the age specified by the relevant standards, meet the standard requirements specified in the declarations of performance/conformity for each product group (hereinafter referred to as the guaranteed characteristics), since the conformity of the product type with the specified technical regulations has been demonstrated by type testing and is continuously verified by control tests at regular intervals (the results of which available from the manufacturer) and a declaration of performance/conformity is issued on the basis of these reports;

and provide their contractual partners with liability for defects in the delivered goods **beyond the scope of the statutory liability** and under the conditions set out in these warranty conditions

### **PRESBETON® QUALITY GUARANTEE**

#### **Scope of warranty**

- PRESBETON® products from their manufacture will, under normal use and application in accordance with the manufacturer's instructions and under the conditions stated in this warranty card, the properties are guaranteed for a period of 10 years.
- This warranty applies to all goods manufactured after 1 January 2012 produced and placed in the Czech Republic and Slovakia, without regard of the property owner.
- The warranty period runs from the day following the receipt of the PRESBETON® goods from the manufacturer.

#### **Removal of defects**

In the event that this warranty is rightfully invoked, claims shall be handled in accordance with the applicable General Terms and Conditions of PRESBETON® ; if the same goods are no longer manufactured, the manufacturer shall have the right to free of charge to supply an alternative product in exchange.

#### **Conditions for exercising the warranty**

The creation, duration and exercise of rights under the guarantee are subject to the simultaneous fulfilment of the following conditions:

- compliance with the requirements and rules of handling, storage, use, installation and maintenance of PRESBETON® goods. contained in the work procedures, policies and instructions (technical and safety data sheets); and the manufacturers' information on the properties of concrete goods ([www.presbeton.cz](http://www.presbeton.cz)), and
- compliance with applicable regulations and standards relating to the use/installation of the goods, and
- written information from the manufacturer on the application of the guarantee, identifying the claimant, the goods, a description of the defect and confirmation of delivery and compliance with the complaint procedure.

The claimant is responsible for compliance with the conditions for the period of time after the warranty has been in effect; if any condition is not fulfilled, the warranty is void.

#### **Lessons from the manufacturers of PRESBETON®**

- Basic technical information on products and their use is available on the packaging of comprehensive commercial packages, on product labels and their attachments, comprehensive information on the properties of PRESBETON® products and their use are contained in the manufacturers' sales documents (in particular the Declaration of Performance/Compliances, certificates, technical and safety data sheets, manuals, instructions for implementation, installation, maintenance, storage and handling, work procedures, calculations, sample systems, compositions, etc. documents) available at [www.presbeton.cz](http://www.presbeton.cz) or (in hard copy) at manufacturers' centres and from commercial partners. For a basic orientation, manufacturers recommend, in particular, reading the document „Vlastnosti drobného betonového zboží“ ('Properties of small concrete goods');
- full loading of the pavement is possible after 28 days from the date of manufacture;
- lime efflorescence (which is a natural and temporary phenomenon during concrete maturation) or local iron efflorescence (related to the purely natural origin of the basic raw materials for production); these are not quality defects
- abrasions of surfaces occur especially during transport and improper handling; paving slabs and stones are designed to withstand abrasion throughout their service life and after sanding during the use of the area the surface is visually unified and abrasions recede;
- the use of the product during its service life is affected by operation and weathering abrasion of the product surface, which is a natural sign of normal wear and tear, this is not a quality defect;
- colour shades are influenced by the raw materials (with a purely natural character) and the maturation processes; colour variations cannot be completely avoided. To counteract this phenomenon, we recommend removing paving slabs and stones from several pallets at the same time to avoid possible contrasting colour differences;
- in the case of colourmix, it is necessary to source products from different locations of individual pallets for the desired final appearance; failure to follow this procedure (by removing the paving stones in sequence, as they are placed on the pallets) can create undesirable colour nests. Occurrence of single-coloured elements within a colour scheme colourmix is not a quality defect;
- concrete products are made from concrete mixtures composed of natural materials which (like concrete itself) in undergoes natural changes over its lifetime due to weathering, which causes gradual changes such changes cannot be prevented and are not defects in quality. The colour of concrete products is also naturally affected by common outdoor impurities and UV radiation, therefore concrete surfaces exposed to different conditions environmental conditions, they show different colour changes over time and are not quality defects;

the above-mentioned facts (affecting the appearance of concrete products) may also be the cause of the natural difference in appearance of the delivered products compared to the products physically presented at the branches of manufacturers and sellers of PRESBETON® goods; these products (placed temporarily on vendors' stands or permanently in manufacturers' archives) cannot be considered as samples or samples; the industrial production itself determines minor differences in the design of the goods, which is why the depictions of the products in the information materials are informative and cannot be regarded as models or samples;

- The permissible doses according to Decree No. 104/1997 Coll. (Annex 7- TECHNOLOGY OF WINTER MAINTENANCE)
- microcracks (called cracking) may appear on the surface of concrete products, which are visually visible, especially on wet surface; this does not affect the declared performance of the products or their function and durability; it is not quality defect.

#### **The warranty does not apply to**

- defects and damage to PRESBETON® goods caused by insufficient fixation during shipping/handling, failure to respect/adhere to manufacturers' guidelines/recommendations, improper handling, mechanical damage, failure (settlement, deformation) of the substrate or substructure (soil body), contamination of the pavement surface (e.g. soil, clays, mortars, sealants, petroleum products), the use of unsuitable products (especially chlorine compounds and other chemical agents) which are not recommended by the manufacturer;
- caused by the buyer or a third party;
- other than the characteristics of the goods produced by the manufactory specified in the technical data sheets (the characteristics of this production are determined by the method of production and any deviations cannot be considered as quality defects)
- differences caused by the imprinting of the layers of the goods on the pallets (e.g. rasp nets, cardboard, mouldings).

#### **Recommended procedure**

- claims must be filed with the dealer
- can only be claimed directly from the manufacturer if the dealer (supplier) agrees in writing to this procedure;
- to speed up the process, it is recommended to inform the manufacturer's sales department ([www.presbeton.cz](http://www.presbeton.cz), [www.presbeton.sk](http://www.presbeton.sk));
- the manufacturer reserves the right to have the defects/damage claimed professionally assessed; at the manufacturer's request, expert examination of the goods;
- obvious defects and damage can only be claimed before installation (especially in the building) or use (consumption, alteration) the goods;
- the general terms and conditions and the complaints procedure apply.

#### **Principles and legal liability**

- manufacturers' contractual partners (customers, builders, etc.) have no claims under the warranty other than those expressly stated in these warranty conditions, the general terms and conditions and the warranty claims procedure;
- these warranty conditions (unless otherwise agreed) shall take effect in relation to the contractual partners (customers) of the manufacturers shall become effective upon conclusion of the contract or acceptance of the goods by PRESBETON®
- in addition to this warranty, the manufacturers shall also be liable to their contractual partners under the statutory liability regime; unless otherwise agreed, these warranty conditions shall apply exclusively to the statutory liability for defects instead of the dispositive provisions of the law.

These warranty conditions take effect on 01.07.2017