



MULTIFORM CONCRETE

KLOCOK Poprad, s.r.o.

Dubina 705, 059 16 Hranovnica
Tel.: +421 915 929 289 · info@klocok.eu
www.klocok.eu

COMPLAINTS PROCEDURE

KLOCOK Poprad, s.r.o. · Valid from 5 February 2024 until revoked

Note on this translation

This is an English translation of the original Slovak document, provided for information purposes. In the event of any discrepancy, **the Slovak version prevails**. The contractual relationship is governed by the law of the Slovak Republic.

Valid between

KLOCOK Poprad, s.r.o. (hereinafter the "Seller")

and

the contractual partner (hereinafter the "Buyer")

A

SCOPE AND PRODUCTS

This Complaints Procedure applies to the Seller's products described below. They are concrete products within the meaning of Section 2 (2) of Act No. 133/2013 Coll. on construction products, which do not have to meet the requirements of that Act. They are custom-made precast concrete elements, manufactured individually or modified in a non-serial manner according to the individual requirement of the customer, on the basis of a specific order and the technical documentation supplied, and the contractor responsible for the safe installation of the product into the structure installs the product into the specified structure.

These products comply with the requirements of STN EN 13369 – Common rules for precast concrete products and STN EN 13198 – Precast concrete products. Street furniture and garden products (hereinafter the "product" or the "goods").

The manufacture of these products depends on the technical means used, the manufacturing technology and the materials used. Since concrete consists predominantly of natural raw materials that are subject to unavoidable natural variations, and is partly processed by hand, every concrete surface is unique. The Seller considers it appropriate for the customer to inspect the goods in person in advance. For the purpose of assessing the appearance of architectural precast concrete elements, the Seller has prepared the document "**How to determine and assess the appearance of the surface of a precast fair-faced concrete element**", which the Seller always delivers to the Buyer before the conclusion of the purchase contract or together with the confirmation of the Buyer's order.

Place of delivery (performance)

The goods are handed over when they are loaded onto the means of transport of the Buyer's carrier at the Seller's plant in Hranovnica.

B DEFECTS AND WARRANTY

1. For the purposes of this Complaints Procedure, defects mean apparent defects that can be identified at the moment the Seller's products are delivered, as well as hidden defects that cannot be identified upon delivery of the goods and become apparent only after delivery.
2. Apparent defects for which the Seller is liable under this Complaints Procedure are shortfalls in quantity and defects of surface, quality and dimensions compared with the approved production documentation or with the officially declared properties of the Seller's products.
3. The Seller provides a **warranty of 60 months from delivery** on the products. The warranty covers hidden defects resulting from failure to comply with the minimum concrete cover to reinforcement and defects resulting from the product's low resistance to weathering.
4. The Seller requires that the conditions for inspecting the goods on delivery and after their acceptance at the place designated by the Buyer, as set out in its General Terms and Conditions (the Seller's GTC), be applied.
5. Neither loss of or damage to the goods nor a complaint lodged releases the Buyer from the obligation to pay the purchase price. The Buyer is not entitled, on the grounds of a complaint about defects of the goods or a claim for damages, to defer payments under the payment terms agreed in the purchase contract, or to set off mutual claims arising from any business relations with the Seller.
6. The fulfilment of the Buyer's contractual obligations is a prerequisite for any warranty.

C LODGING AND HANDLING A COMPLAINT

7. A complaint about the goods must contain a detailed description of the apparent defects and the quantity of defective goods. The complaint must be sent without delay to **info@klocok.eu** and must be supported by photographs documenting the defects of the goods. Until the complaint has been settled, the Buyer must not install the product and must allow the Seller to inspect the goods complained about. If goods with apparent defects are installed, the Seller is not obliged to accept any subsequent complaint as justified. The Buyer must lodge a complaint about a hidden defect in the manner set out in this Complaints Procedure immediately after discovering it, but no later than by the end of the warranty period, which is 60 months.
8. After studying the complaint received, an authorised employee of the Seller will, together with the Buyer, examine and evaluate the justification of the complaint during an inspection of the goods complained about. The initial proposal for settling the complaint is determined during the inspection. The proposal is then sent to the Seller's registered office for assessment by specialists, who evaluate the overall justification of the complaint and notify the Buyer of the final proposal for settling the complaint.
9. **Time limit for handling a complaint:** given that the goods also include architectural precast concrete elements from custom manufacture, the Seller requires a period of up to **30 days**. It is anticipated that a personal visit by the manufacturer's technician, and possibly also by the architect, to the place where the product complained about is located will be appropriate or necessary to assess the defect.

D TOLERATED DEVIATIONS AND EXCLUSIONS

10. The Seller provides no warranty for slight deviations of the products from the samples and photographs presented with the offer which do not affect the intended use.
11. When assessing fair-faced concrete surfaces, the decisive factor is the overall impression when viewed from a distance of at least 2 m. Individual criteria should only be assessed if the overall impression of the visible surfaces does not meet the agreed requirements. Deviations that can be tolerated in the appearance of a fair-faced concrete surface and cannot be the subject of a complaint are in particular:
 - formation of "clouds", marbling and slight variations in colour shade,
 - clusters of pores,

- dark streaks and slight leakage of cement laitance at the joints between individual parts of the mould,
 - streaks caused by slight bleeding of mixing water,
 - streaks caused by uneven drying after rain,
 - limited lime streaks,
 - chipped edges on designs with sharp edges,
 - slight concave and convex curvatures,
 - efflorescence,
 - hairline cracks.
12. The Seller is not liable for any deterioration in the quality of the goods, in particular in the following cases:
- improper handling of the goods during unloading, during storage at an interim storage site and during installation,
 - use of unsuitable working procedures when installing the product.

E VALIDITY

13. This Complaints Procedure is valid from **5 February 2024** until revoked.