

# GENERAL TRADING TERMS (GTT)

## PART I

### GENERAL COMMERCIAL CONDITIONS FOR THE SALE OF COMPACT MARBLE **RMC**

Manufacturer: **RMC Surfaces, S.A.**  
Product Brand: **RMC**  
Version: 2024.2

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## 1 GENERAL REMARKS

The following topics were recognized as an important information related to RMC products. We highly recommend reading this chapter and contact our sales representative in case of any doubt.

### 1.1 Kitchen Countertops

RMC products can be used for kitchen countertops, but it requires special care like other natural surfaces like marble or wood.

As RMC material contains approximately 95% of natural marble, **it is sensitive to contact with acids** (e.g. lemon juice), especially in a combination with strong pigments (e.g. red wine). These can damage the surface of RMC material (usually loss of gloss, corrosion or a stain).

RMC offers the application of **antiacid impregnation** as a partial protection against accidental contact with acid. Still, the surface must be cleaned swiftly, and aggressive liquids may create a light stain.

**Regular maintenance** with the right cleaning agent (pH neutral) is also a key factor.

### 1.2 Exterior

RMC material is one of the best options for facades, windowsills and other outdoor applications thanks to its low water absorption and shade consistency.

As with other natural materials, **dark colors tend to fade faster than light colors**. That, however, doesn't have any effect on material stability.

RMC offers **color enhancing impregnation**, which significantly helps to keep colors vivid even when the product is installed outdoors.

### 1.3 Samples

**Standard RMC samples** might have slightly different tone or granularity compared to a final product.

**Laboratory samples** are produced differently in comparison to industrial products and their appearance is for indicative purpose only. Usually, tone of a laboratory sample is slightly lighter, and grain might be larger, causing a slightly different pattern when compared to a product manufactured industrially. We always recommend ordering a testing industrial production to verify final look.

### 1.4 Shades of Tiles

Since the tiles are made of natural stone, **each RMC block is unique** and final products as tiles must be **checked for shade** and pattern. Always do a visual color match under similar lighting conditions as found at the job site before cutting or installing. We do not recommend random mixing of different shade numbers and different shades cannot be subject of a claim.

### 1.5 Claims of Transport

Transport of RMC products is secured by external transport companies. Once the order arrives, please check if you notice any damage on the packaging or suspect some products were damaged during transport.

- a) If you notice any damage, note it down on the transportation documents, take photos and inform us. **Without that, the claim can't be accepted by the transport company.**
- b) If you are not able to check upon delivery, kindly note "Merchandise subject to verification" in the transportation documents. You have 8 business days to report any damage and open a claim incident. **Without that, the claim can't be accepted by the transport company.**

## 2 DEFINITIONS

### 2.1 RMC Compact Stone

RMC compact stone is an industrial product manufactured from a mixture of aggregates (coming from natural marble), additives and resin binder. RMC is produced in form of blocks that are transformed in finished slabs, tiles or various cut to size products.

RMC product uses the optimal properties of natural marble and adds features like low-porosity, resistance and better chemical resistance. The material is unique in design and is characterized by its high-quality, durability, hygienic finish and suitability for a wide range of building projects.

### 2.2 Slab

The basic product in a form of a flat surface with various thicknesses, miscellaneous surface finishes, in physical dimensions 1850x1240<sup>1</sup> and usable area 1830x1230 mm. This slab size is extruded from a block with nominal size 1850x1250x880 mm. Nonstandard slab sizes can be processed upon request.

Product naming system:        *[Name\_of\_the\_product] [slab\_length x slab\_width x slab\_thickness]  
[surface\_code]–[quality]*

Example:                                *Merrazzo Africa 1830x1230x20 P-1*

### 2.3 Tile

The product made of compact stone obtained from a slab by cutting it into a particular size. Standard and optimal tile sizes are derived from RMC slab size e.g. 300x300 mm, 600x600mm or 600x300 mm.

Product naming system:        *[Name\_of\_the\_product] [tile\_length x tile\_width x tile\_thickness]  
[(non)beveled N/B][surface\_code]–[quality]*

Example:                                *Merrazzo Africa 600x300x12 NH-1*

### 2.4 Cut to Size Product

Finished end-user product fabricated from block, slab or tile. Usually this category covers vanity tops, windowsills, door sills, steps, risers or tiles with special dimensions and shapes.

Product naming system:        *[Name\_of\_the\_product] [piece\_length x piece\_width x piece\_thickness]  
[(non)beveled N/B][surface\_code]–[quality]*

Example:                                *Merrazzo Africa 1510x250x30 BP-1*

### 2.5 Colors

RMC product portfolio consists of wide range of colors, patterns and designs.

#### 2.5.1 Type of Colors

The products of all collections are divided into Standard colors and Special colors based on their availability. They are defined in RMC catalogue issued for the respective year.

**Standard** colors are defined across different RMC collections. These colors are usually available on stock.

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<sup>1</sup> Except bush hammered, satin, aged and sandy surface. Slabs might have rounded edges, or the surface can be slightly different on slab's perimeter. This is due to polishing technology used in marble industry and cannot be considered as defect.

**Special** colors are not made regularly and are produced based on specific customer order. They may be subject to minimum ordering quantity.

### 2.5.2 Color Shading

RMC products are manufactured from natural marble, and therefore, they are subject to slight shade variations especially when different production batches are being compared.

- Standard RMC samples might have slightly different tone or granularity compared to final product
- Laboratory samples are produced differently to industrial products and their appearance is for indicative purpose only. Usually, tone of laboratory sample is slightly lighter, and grain might be larger compared to a product manufactured industrially.
- Please respect the shade code on the tiles box or crate packaging (as seen on pictures below) and always compare shades of adjoining tiles during installation.

Shade code on a paper box:

<b>TILES / LADRILHOS 600 x 600 mm</b>		<b>Thickness / Espessura, Quantity/Quantidade:</b>		<b>Surface / Acabamento:</b>					<b>Beveled / Biselado:</b>	
Product / Produto:	<input type="text"/>	Shade / Tom:	<input type="text" value="5"/>	<input type="text" value="12 mm, 3 pcs"/>	<input type="text"/>	<input type="text"/>				
				<input type="text" value="20 mm, 2 pcs"/>						

Shade code on a crate:

	
<b>Shade</b>	<b>Nº of Pieces</b>
5	ALL

## 2.6 Surfaces

**Standard** surface finish for all colors is honed and polished.

**Special** surface finishes (aged, bush hammered, satin, super matt and sandy) are not made regularly and are produced based on a specific customer order. They may be subject to the minimum ordering quantity.

**Standard showerbase** surface is brushed and it is not available for the other RMC products.

### 2.6.1 Polished finish (code P)

Polished finish version has the highest level of gloss, and it is available for all colors and thicknesses as standard.

Gloss 65-85.

*Note: RMC Original and Merrazzo collection can have slight gloss variations due to the natural stone characteristics.*

### 2.6.2 Honed finish (code H)

Honed finish version has a matt look with the same flatness of the surface. It is available for all thicknesses.

Gloss 18-26.

*Note: RMC Original and Merrazzo collection can have slight gloss variations due to the natural stone characteristics.*

### 2.6.3 Aged finish (code A)

Aged finish version is achieved by brushing the surface. It reaches a smooth feeling with slight depressions visible between the various raw materials used. It is available in all thicknesses.

Gloss 20-40.

**Note:** RMC Original and Merrazzo collection can have slight gloss variations due to the natural stone characteristics.

### 2.6.4 Bush hammered finish (code B)

Bush hammered finish version is a rough texture executed with very small splinters homogeneously distributed. It is available in minimum 20mm thickness.

### 2.6.5 Satin finish (code S)

Satin finish version is the same as bush hammered but having a smoothing layer by means of brushing. It is available in minimum 20mm thickness.

### 2.6.6 Sandy finish (code SD)

Sandy finish version is similar bush hammered but having smaller splinters and a less rough surface. It is available in minimum 20mm thickness.

### 2.6.7 Super Matt finish (code SM)

Super matt is a special slip resistant surface, available on request only.

Gloss 2-6.

**Note:** RMC Original and Merrazzo collection can have slight gloss variations due to the natural stone characteristics.

## 2.7 Slipperiness

### Anti-Slip Properties – EN 14231 - CEN/TS 16165:2016 Annex C - Pendulum friction test

Surface (*)	P	H	A	S	B	SD	SM
Dry conditions (PTV)	≤ 75	≤ 67	≤ 67	≤ 70	≤ 91	≤ 64	≤ 70
Wet conditions (PTV)	≤ 10	≤ 20	≤ 15	≤ 36	≤ 81	≤ 60	≤ 45

(\*) P - Polished, H - Honed, A - Aged, S - Satin, B - Bush-Hammered, SD - Sandy, SM - Super Matt

In the case of flooring tiles, it is customer's responsibility to select correct surface based on requirements for slip resistance, local rules and regulations and weather/environment conditions onsite.

## 2.8 Dimensions and Thicknesses

**Standard** dimension of slabs is 1830x1230 mm in the thickness 12, 20 or 30 mm . Other **Special** thicknesses are available on request.

**Standard** dimensions of tiles are 300x300 mm , 600x600 mm and 600x300 mm in the thickness 12 or 20 mm . Other **Special** dimensions or thicknesses are available on request.

## 2.9 Quality Classification for Slabs

### 2.9.1 Defect definition

Mechanical and visual defects are understood as outstanding circular and lengthwise grooves, outstanding low-gloss polished areas, damaged or broken corners and edges, impurities, different color spots, spots with the same color shade, incorrectly pressed areas, cracks, holes etc.

The defects are of such location, character and number that makes it impossible to reprocess the slabs into a higher quality by means of repeated polishing or manual repair.

**2.9.2 Quality class 1**

Usable area: 2,25 sqm.



Marking: yellow sticker

Products in this class are without any mechanical or visual defects.

Revo Thassos White, whose manufacturing complexity is higher than for the rest of RMC products, can contain the following defects for quality class 1:

Type of defects (Revo Thassos White)	Maximum defects allowed (Revo Thassos White)
<ul style="list-style-type: none"> <li>• Very light steel stains (maximum of 60 mm), and not rounded</li> <li>• Small dots of grain up to 5mm</li> <li>• Pasta Stain and/or maps up to 5mm</li> </ul>	- Up to 3 defects per slab

**2.9.3 Quality class 1A**

Usable area: 1,89 sqm.



Marking: orange sticker

1. Defects can occur in contingent area of max. 0,36 sqm within the slab or;
2. Defects can occur outside of the usable area of 1,89 sqm of the slab;

Defects are signed with an orange round sticker.

**2.9.4 Quality class NC**

Usable area: 1,89 sqm.



Marking: red sticker

This quality class includes products without any mechanical defects within usable area but with deviation from color shade, color structure or raw material within usable area.

**It is not possible to make a claim on this quality class.**

**2.9.5 Quality class 2**

Usable area: 0,72 sqm.



Marking: grey sticker

This quality class includes the products with usable area equal or larger than 0,72 sqm, usually a segment of 1200x600 mm. Defects are signed with an orange round sticker.

**It is not possible to make a claim on this quality class.**

**2.9.6 Quality class 3**

Usable area: Not specified



Marking: black sticker

This quality class includes the products with undefined usable area. This quality class also represents slabs with thickness out of tolerance and slabs with a nonstandard color and pattern. Defects are not signed on the slab. Slab surface is not protected by plastic film.

**It is not possible to make a claim on this quality class.**

**2.9.7 Project quality classification**

For project orders (exceeding equivalent of 600 sqm slabs of one product) RMC Surfaces, S.A. reserves the right to deliver products to its customers in the mode called **project quality**. In this case, the delivery includes up to 10% of slabs usually classified as 1A class and up to 5% of slabs usually classified as class 2.

## 2.10 Quality Classification for Tiles

### 2.10.1 Quality class 1

Products in this class are without any apparent mechanical and visual defects and meet the dimensional tolerances.

### 2.10.2 Quality class 2

The quality class 2 includes the products of non-standard quality. Tiles can contain mechanical defects, deviation in color shade, contamination by other color or material, non-standard color structure, pattern and/or raw material or non-standard thickness.

**It is not possible to make a claim on this quality class.**

### 2.10.3 Quality class 3

The quality class 3 represents products with the same defects as quality class 2 and also includes broken edges, cracks and irregular dimensions of the tiles.

**It is not possible to make a claim on this quality class.**

### 2.10.4 Project quality classification

For project orders (exceeding equivalent of 600 sqm tiles of one product) RMC Surfaces, S.A. reserves the right to deliver products to its customers in the mode called **project quality**. In this case, the delivery includes up to 15% of tiles usually classified as class 2.

## 2.11 Product Documentation

It is a customer's responsibility to study all necessary documents in order to understand and follow material's parameters and guidelines provided by **RMC SURFACES, S.A.** such as but not limited to:

- **Material's technical datasheet:** Defines all relevant parameters tested according corresponding standards. Available on RMC webpage ([www.rmc.pt](http://www.rmc.pt)) or on demand from sales representative.
- **Tiles Installation Guidelines:** Document with photos and basic rules to be followed during installation of RMC tiles. Available on RMC webpage ([www.rmc.pt](http://www.rmc.pt)) or on demand from sales representative.
- **Maintenance Instructions:** Brief summary of basic maintenance rules with recommended chemical products. Available on RMC webpage ([www.rmc.pt](http://www.rmc.pt)) or on demand from sales representative.

## **3 DELIVERY AND TRADE TERMS**

### **3.1 General Delivery Terms**

The following conditions are valid for all deliveries made by RMC Surfaces, S.A. (Manufacturer) or its Distributors that respect these delivery and trade conditions.

All orders must be in written form and shall be stamped and signed by an authorized company signatory. Each order is checked with respect to delivery date, price and other sales conditions by Backoffice Department who will issue a Purchase Order and Proforma Invoice (PI). The PI is sent to the customer by e-mail. Confirmed PI can be changed by customer or by Manufacturer in written form after mutual agreement.

It is customer's responsibility to carefully check Proforma Invoice and make sure all quantities, dimensions, surfaces, qualities, delivery term (INCOTERMS) and any other important detail that should be stated on final Invoice (such as different HS code or other country specific requirement) are according to valid order.

The customer is then informed about the shipment date. In case of substantial change of shipment date, the Manufacturer must inform the customer about it immediately. No changes in composition of the truck/container are allowed once production has started.

Any change in an order confirmed previously by both sides is considered as a new order and must be confirmed in writing again by the Manufacturer. The Manufacturer may issue detailed commercial conditions (or discount system) valid for certain period and noting above mentioned conditions.

### **3.2 Price and Payment Conditions**

#### **3.2.1 Price**

Prices for current RMC product portfolio are presented in the official price list from the Manufacturer. The price list is not part of these commercial conditions due to its potential for change.

#### **3.2.2 Payment conditions – Standard products**

Payment conditions will be agreed individually and according to the type of sale or project.

#### **3.2.3 Payment conditions – Special and Cut to Size products**

Payment conditions for Special products (nonstandard colors, finishes, thicknesses) are defined according to an individual agreement with the Manufacturer, together with following conditions:

- In case that a customer cancels his order after the initiation of its production, the customer must pay a cancellation fee equal to the value of material used plus all expenses during production of the order.
- In case that a customer cancels his order after it is produced, the customer must pay the whole purchasing price of the product according to his order and must take over the finished product.

#### **3.2.4 Order Cancellation**

RMC Surfaces, S.A. may deny the cancellation or return of the order, in certain situations, namely, when:

- a) The material is ordered exclusively for the Buyer;
- b) The material is not in stock and was purchased exclusively for the Buyer;
- c) The material was supplied more than 8 days ago, without prejudice to current laws;
- d) The material has been used or shows signs of poor handling;
- e) The material is in poor condition when received at the premises of RMC Surfaces, S.A.

## 4 HANDLING OF THE PRODUCTS

### 4.1 Packing, Labeling and Identification of the Product

#### 4.1.1 Slabs

Slabs are transported in a container, in wooden bundles. Alternatively, slabs may also be transported by a truck, loaded on metal “A” frames. The slabs quality class 1, 1A and 2 are packed in plastic film to prevent scratches during manipulation. The product is laid uniformly in the stands to protect the slabs against any movement.

Each slab is provided with a colored sticker for visual identification of the quality.

#### 4.1.2 Tiles

Tiles are usually packed into cardboard boxes and loaded into crates or pallets but can be directly loaded in wooden crates based on tiles dimension and agreement with customer.

The tiles are put finished sides facing each other’s in order to protect the product from scratches. To prevent movement of the tiles on the pallets or in boxes, wooden and paper filling are used.

The product is laid uniformly on the pallets and does not overhang.

**Each tile box or crate is provided with identification of product’s shade. Since the tiles are made of natural stone, each block is unique and final products as tiles must be checked for shade and pattern. Always do a visual color match under similar lighting conditions as found at the job site before cutting or instaling. We do not recommend random mixing of different shade numbers.**

Tiles in quality class 2 and 3 are usually not packed into cardboard boxes and are fixed only on pallets.

### 4.2 Un/loading of the Product

The following rules must be respected during loading of RMC products:

- The Driver is responsible for ensuring the load is within the vehicle's legal carrying capacity.
- RMC Surfaces, S.A. (Manufacturer) requires a minimum height of body structure of 2.3m for transport. If the transporter does not ensure sufficient space for goods loading, then trans-loading of goods is not provided by Manufacturer.
- Truck must be equipped with tightening belts for the stands and cardboard corners or pads, which are used under the belts when slabs are loaded.
- The Driver is responsible for ensuring the load is fully supported and safely secured to the vehicle before leaving premises.
- Manufacturer shipping department is equipped for loading vehicles with overhead cranes and forklifts. Trucks must have convertible top and sides to load the material with forklift from both sides.
- Material cannot be loaded in case of inconvenient vehicle arrangement. Pallets must not be stacked. The product must be protected during transport against the weather.

The following rules must be respected during unloading of RMC products:

- When unloading, forklift is mostly required for handling bundles, pallets and boxes. The container U-beam or similar device and overhead crane must be used for unloading of the slabs from the containers. A forklift with 2,5 tons loading capacity is recommended.
- It is highly recommended to unload RMC material in a loading/unloading dock to simplify manipulation.
- Performing a visual inspection for defects or color matching is essential when unloading and transporting RMC slabs into a warehouse.

- In case customer sees a damaged packaging or RMC products, it is customer's responsibility to take photos and describe all damages into transportation documents. Without that, no claim can be accepted.

### 4.3 Transportation of the Product

#### 4.3.1 Weight of slabs and tiles

Weight of RMC slabs is approximately as follows:

Thickness [mm]	Weight of 1 sqm [kg]	Weight of 1 slab [kg]
12	30	69
15	38	86
20	50	115
25	63	144
30	75	173

Weight of RMC standard tiles packages is approximately as follows:

Dimension [mm]	Crate Dimension [mm]	Pieces per Box	Boxes per Crate	Weight per Crate [kg]
600x600x12	1100x700x715	3	25	842
600x300x12	1100x700x715	5	32	864
300x300x12	1100x750x715	11	28	832

#### 4.3.2 Slabs: Loading capacity

Usual capacity for trucks and containers is as follows:

Slabs	Thickness [mm]	Number of slabs	SQM	Weight [kg]
Container	12	363	817	25 049
	20	220	495	25 302
	30	143	321	24 670
Truck	12	355	799	24 497
	20	210	472	24 152
	30	142	319	24 497

The computation of mixed thickness loading for containers should be considered as follows:

- Each wooden bundle can hold total 400 mm of mixed thicknesses of slabs
- Full container can load 11 wooden bundles

The computation of mixed thickness loading for trucks should be considered as follows:

- Each A-frame stand can hold up to 1420 mm of mixed thicknesses of slabs
- Full truck can load 3 A-frames

For transportation of 12 mm slabs in A-frames, we highly recommend combining transportation with thicker slabs (20/30 mm) to avoid bending or breakage of 12 mm slabs.

### 4.3.3 Standard tiles: Loading capacity

The following table shows usual capacity of containers and trucks when transporting RMC standard tiles. In case of truck transport different types of pallets can be used as described below:

Tiles	Dimension [mm]	Number of Boxes	SQM	Weight [kg]
<b>Container</b>	300x300x12	784	777	24 405
	600x600x12	750	810	25 500
	600x300x12	864	777	24 408
	300x300x20	768	415	22 016
	600x600x20	1350 (tiles)	486	25 380
	600x300x20	2650 (tiles)	477	25 850

<b>Truck (PT)</b> RMC Pallet (0,63x1,23)	300x300x12	760	752	22 857
	600x600x12	714	771	23 449
	600x300x12	840	756	22 995
	300x300x20	840	453	22 995
	600x600x20	644	463	23 529
	600x300x20	840	453	22 995
<b>Truck (EU)</b> Euro-pallet (0,83x1,23)	300x300x12	792	784	23 852
	600x600x12	714 (*)	771	23 449
	600x300x12	840	756	22 995
	300x300x20	864	466	23 688
	600x600x20	644 (*)	463	23 529
	600x300x20	840	453	22 995

(\*) RMC pallet needs to be used instead of Euro-pallet

In case of mixed transportation (slabs + tiles), please follow these instructions:

- 1 wooden bundle can carry approximately 2,3 tons of slabs.
- 1 wooden pallet can carry approximately 1 ton of tiles.
- 

### 4.3.4 Damages During Transport

In case customer sees a damaged packaging or RMC products, it is customer's responsibility to take photos and describe all damages into transportation documents.

**Without that, no claim can be accepted.**

#### 4.4 Shipping Documents

Each delivery of RMC products for export markets is provided with the Packing List, Invoice and CMR. For Portuguese deliveries, the invoice and Shipping guide are provided.

The Packing list includes the following information:

- Packing list number and date of delivery
- Name and address of the customer
- Number of respective Invoice
- Product denomination and its quantity
- Number of palettes/stands/boxes
- Gross and net weight of the shipment
- For containers only: Container number, seal number, port of loading, port of discharge

In compliance with article 3 and 4 of DL n.º 198/2012 and 36 n.º5 of the VAT Code, the invoice includes:

- Detailed identification of the selling company – RMC Surfaces, S.A.
- Invoice number
- Client information
- Payment terms (issue and due date)
- Product denomination and its quantity (usually in two quantity units)
- Unit price and total price
- Loading and unloading information
- HS code (if applicable)
- Delivery terms
- Net and gross weight
- Number of container and seal number (if applicable)
- The date on which the goods were made available to the purchaser, on which the services were performed or on which payments were made prior to carrying out the operations, if this date does not coincide with the date on which the invoice was issued
- QRcode (mandatory since 2022)
- ATCUD - the document's unique code (mandatory since 2023)

Other required documents (B/L, Certificate of Origin etc.) must be agreed before shipment. All costs related to issuing of those documents are covered by customer if not agreed differently.

*Note: It is customer's responsibility to carefully check Proforma Invoice and make sure all quantities, dimensions, surfaces, qualities, delivery term (INCOTERMS) and any other important detail that should be stated on final Invoice (such as different HS code or other country specific requirement) are according to valid order.*

#### 4.5 Storing of the Product

The product is to be stored in buildings or covered areas and protected against atmospheric influence. Please note that due to the high content of the natural raw materials, slight color changes may occur.

While storing or transporting the product, it is necessary to protect it against damage by crushing, improper handling or staining with lubricants, oil, painting materials, building materials, rust, etc.

Slabs must be stored in the vertical position on the compact stand so that the back side of the slab lies with its full area upon backing and so that no part of the slab overlaps to the free area.

The bottom of warehouse frames must be covered with rubber, plastic or wooden pads to prevent the chipping of slabs lower edge during manipulation. Slabs that are put in stands or in bundles must be

separated with vertically laid, clean and flat wooden strips – minimum 3 pieces for 20 mm and 30 mm slabs and minimum 4 pieces for 12 mm slabs – in the same distance all over the length of the slab bundles. It is highly recommended to unload RMC products from inclined wooden bundles (slabs) and wooden crates (tiles) to avoid the fall of slabs/tiles from opened package.

**Note:** As RMC products contain natural marble, they must NOT be exposed to acid, alkaline, or strong chemical products during storage, installation, or maintenance.

## 4.6 Safety Guidelines

Fabricators and installers are required to maintain a safe work environment. We strongly recommend the product to be made, fabricated, and installed using wet production methods.

Kindly pay attention to the following best practices for fabricating RMC slabs:

- Read operating tool literature to be advised of hazards, applications and limitations.
- Prevent accidents by keeping work areas clean, dry, well-ventilated, well-lit and uncluttered.
- Use the right tools as designed. Wear proper apparel for work areas.
- Wear ear/nose protectors and safety shoes. Wear approved protection eyewear.
- Maintain tools in top condition. Keep tools sharp and clean for best and safest performance.

### 4.6.1 Potential Health Effects

Compact marble RMC is not hazardous as shipped and used. When the processes of sawing, routing, drilling, sanding and polishing are carried out as dry process, there is the greatest generation of airborne dust. When these operations are carried out with water for cooling, lubrication and dust depression, then the quantity of airborne dust is reduced by 90 – 98%. These reducing cover potential exposure to workers. However, stonework operations such as sawing, routing, drilling, sanding and polishing can generate dust. High concentration of dust can irritate eyes, nose and respiratory passages and cause coughing and sneezing.

### 4.6.2 Personal Protective Equipment

Observe local safe handling procedures.

Eye, face protection	Wear safety glasses during operations such cutting, blasting, drilling, honing or routing.
Respirators	During cutting, blasting, drilling, honing, polishing or routing operation always use respirator with air purifying cartridge. Respirators are selected and used based on the form and concentration of the contaminant in the air. Avoid breathing dust.
Protective clothing	Wear leather or cotton gloves when handling larger pieces and during operation such as cutting, routing or drilling.
Protective footwear	Use steel toed footwear when handling the material.

### 4.6.3 First Aid Procedures

#### Inhalation

If larger amounts of dust are inhaled, remove to fresh air. If breathing becomes difficult, seek medical assistance immediately.

#### Eye Contact

In case of eye contact, flush eyes with plenty of water for at least 15 minutes. Consult a physician.

## 5 LIMITED WARRANTY

**RMC Surfaces, S.A. (“Manufacturer”)** covers, under this Limited Warranty, RMC products to be free of manufacturing defects defined in chapter 6 for two years period. The following exclusions are considered for this Limited Warranty:

- This Limited Warranty is limited to the original purchaser (the “Customer”) of the RMC product and is non-transferable.
- RMC products are rigorously inspected before delivery; however, it’s the Customer’s responsibility to thoroughly inspect the product before installation. This Limited Warranty does not cover defects visible at the time of fabrication and not avoided during fabrication. Fabricators must perform a visual inspection of all materials prior to fabrication and installation.
- This Limited Warranty applies only to RMC products that have been installed and maintained according to guidelines and best practices for RMC (as listed in chapter 2.11). This warranty does not cover damage caused by product mishandling, improper care and maintenance, impact damage, heat damage, physical and chemical abuse, exposure to ultraviolet light and damage resulting from exposing RMC product to extreme weather conditions.
- This Limited Warranty does not cover scratches. RMC surfaces are resistant to scratches in the same or better way than natural marble, but they are not scratch proof. Proper care must be exercised during fabrication, installation and daily usage as part of Customer’s care and maintenance routine.
- Variations in the color, size, shape and distribution of the pattern of the natural marble or the natural variations in background tone are inherent characteristics of RMC product. Color samples (specially laboratory samples) provided to Customer, fabricators or other RMC partners are only representative and not an exact replication of what will be supplied. These variations are not covered under this Limited Warranty.
- This Limited Warranty does not cover chemical damage caused by using improper chemical products during installation, maintenance and daily usage of RMC products. Please refer to RMC document section (chapter 2.11) for more information.
- In case of product manufacturing defects, exact color matching cannot be guaranteed. If the color is discontinued, the Customer needs to select an alternative color.
- This Limited Warranty does not cover creative use of the Product such as thermal bending or curving.
- This Limited Warranty does not cover failures due to inadequate support for the installation.
- This Limited Warranty does not cover any other cost incurred including but not limited to painting, plumbing, tiles, cabinets, walls, floors etc. that may be necessary to modify, remove and or replace in the process of rectifying a RMC manufacturing defect covered under this Limited Warranty.
- This Limited Warranty does not cover transportation, freight, demolition in any form, disposal and re-installation, fabrication or associated cost beyond the cost of RMC product.
- Manufacturer is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, architectural/engineering design, structural movement, acts of vandalism or accidents.
- This warranty only applies to RMC products that have been paid for in full.

## 6 DEFECTS OF THE PRODUCT

The product is considered with defects in case it is not delivered in **quantity** according to confirmed order or it contains **mechanical and or visual defect** that does not meet parameters for declared quality class of RMC product.

### 6.1 Mechanical Defect

Mechanical defects are understood as outstanding circular and lengthwise grooves, outstanding low-gloss polished areas, damaged or broken corners and edges or cracks within usable area defined for respective quality class.

Another type of physical defect are product's physical dimensions out of tolerances defined below.

#### 6.1.1 Tolerances for Modular Tiles for Flooring and Stairs (EN 15285:2008/AC:2008)

Length, width	Thickness	Rectangularity	Flatness	Straightness of sides
± 0,5 mm	± 0,7 mm (not applicable for the satin, bush-hammered, sandy and aged finishes)	± 0,9 mm	± 0,2% referred to length	± 0,3mm

#### 6.1.2 Tolerances for Slabs and Tiles for Wall Finishes (EN 15286:2013)

Length, width	Thickness	Flatness	Straightness of sides
<600mm: ± 0,5 mm	± 0,7 mm (not applicable for the satin, bush-hammered, sandy and aged finishes)	± 0,3% referred to length of diagonal or ≤4mm	<600mm: ± 0,9mm
≥600mm and ≤1000mm: ± 0,7mm			≥600mm and ≤1000mm: ±1,2mm
>1000mm and ≤3500mm: ±1 mm			>1000mm and ≤3000mm: ±3mm (Tolerance for diagonal lengths mm)

#### 6.1.3 Tolerances for Slabs and Cut-to-Size products for flooring and stairs

Length, width	Thickness	Flatness	Squareness
<1000mm: ± 1mm	± 0,7 mm (not applicable for the satin, bush-hammered, sandy and aged finishes)	± 0,4%	± 0,2% (for rectangular products)
>1000mm: ± 2mm			

### 6.2 Visual Defect

Visual defects are understood as impurities and porosity >5mm, different color spots >5mm, spots with the same color shade >5mm, pasta stains (stains with no granulates and same or different color as background color) >5mm. Visual 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 products.

## 7 CLAIMS

### 7.1 Submission of a Claim

The claim must be submitted by the Customer who bought the product. If the product was purchased from Manufacturer, Customer submits claim directly to Manufacturer. If the product was purchased from authorized partner, Customer submits claim to authorized partner who transmits claim to Manufacturer. Authorized partner is responsible to send all the details of the claim to the Manufacturer in order to be analysed.

#### 7.1.1 How to submit a claim

The Customer has to submit a claim always in written by email.

The written record 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.
- Photos of the visible defects.

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 or authorized partner 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 will be sent back to the Customer for completion.

### 7.2 Obligatory Dates for a Claim

The Customer is obliged to claim the defects of the products through a written report within the following period of time:

- a) **Maximum 8 days after receiving** the products by quantity defects
- b) **Maximum 30 days after receiving** the products by apparent product quality defects
- c) **Maximum 8 days from detection of hidden product quality defects** but in any case, before further working with the product or its installation

**In any case, as referred above in the points a), b) and c), the claim must be reported before further manufacturing of the product or its installation.**

### 7.3 Settlement of a 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 containing all essential information.

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

In case one of the parties is not satisfied with settlement of the claim, it will be proceeded according to respective legal regulations in Portugal. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Court of Oliveira do Bairro, Portugal.

#### **7.4 Independent Expert's Statement on Quality**

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 independent expert for stone.

The result of the analysis of this authorized independent expert 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 OTHERS**

RMC Surfaces, S.A. reserves the right to change these terms and conditions at any time, and customer agrees to abide by the most recent version of this GTT each time he or she uses RMC product. Customer is accordingly advised to consult this GTT each time he or she uses RMC product. Customer is also advised not to use the RMC products if he or she doesn't agree to all the terms and conditions mentioned in this GTT.

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For the most recent information please refer to [www.rmc.pt](http://www.rmc.pt).

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