

WARRANTY PROVISIONS FOR CLINKER PAVING ELEMENTS

GENERAL PROVISIONS

1.1. LODE SIA, as the manufacturer, hereby certifies that the ceramic (clinker) paving elements specified in the purchase document are suitable for use in accordance with their intended purpose and comply with the properties specified in the declarations of performance of the specific ceramic paving elements. Ceramic paving stone manufactured by LODE SIA complies with the **Latvian and European standard: LVS EN 1344:2014 “Clay pavers. Requirements and test methods”**, and the two additional requirements of the German standard **DIN 18503:2003-12 “Clinker bricks for paving – Requirements and test methods”**, which must be fulfilled in order for a ceramic product to also be called a clinker product. These two additional requirements relate to the water absorption of the product, which shall not exceed 6% by mass, and to the material density of the product, which shall not be less than 2 kg/dm³.

1.2. LODE SIA provides a **10 (ten) year warranty** to natural persons and legal entities for ceramic paving elements properly laid and used in accordance with their intended use and the LODE SIA Guidelines. The start of the warranty period is the date of purchase of the product concerned – the goods invoice, which also confirms receipt of the goods.

1.3. If the purchaser resells the purchased ceramic paving elements to third parties, the purchaser is obliged to deliver these Warranty Conditions, the **GUIDELINES FOR THE USE AND MAINTENANCE OF CLINKER PAVING STONES** and the **RECOMMENDATIONS AND MINIMUM REQUIREMENTS FOR THE LAYING OF CLINKER PAVING STONES** together with the ceramic paving elements to be resold to its third-party purchasers. In the case of resale, the warranty period for third parties set out in clause 1.2 shall only be calculated from the date of purchase if less than 1 (one) month has elapsed between the date of purchase from LODE SIA and the date of resale. In all other cases, the warranty period for the products shall commence on the date on which the products are purchased from LODE SIA by the first purchaser. The legal framework for consumer protection applies to natural persons (“consumers”).

1.4. The ceramic paving elements produced by LODE SIA are standard products, but their laying requires specific knowledge, skills, and tools. In order for the ceramic paving elements to maintain the performance characteristics of the ceramic paving elements declared by the manufacturer LODE SIA and to be properly used for their intended purpose throughout the warranty period, the selection of the ceramic paving elements and the laying of the pavement must be carried out by the specialised company(ies) or professionals indicated on the LODE SIA website, who are also familiar with the minimum requirements for the laying and use of ceramic paving elements (document “Minimum requirements for the laying and use of ceramic paving elements”) and the special requirements for the laying of certain types of products (if any for the products purchased by the purchaser), which are published on the website www.lode.lv.

1.5. The buyer is obliged to check that the ceramic paving elements purchased and received have not been damaged during loading or transport. The ceramic paving elements shall be checked as follows:

- 1.5.1. if the ceramic paving elements loaded by the seller are removed from the place of sale by the buyer, twice: before they are loaded onto the vehicle and while they are on the vehicle;
- 1.5.2. if the ceramic paving elements are delivered and unloaded by the seller, twice: while they are on the vehicle and after unloading;
- 1.5.3. if the ceramic paving elements are delivered by the seller and unloaded by the buyer, once: before unloading, while they are on the vehicle.

1.6. If, upon inspection of the ceramic paving elements as provided for in clause 1.5 of these Provisions, the buyer finds that they are damaged, the buyer shall be obliged to photograph the goods received (so that the damage, the registration number of the vehicle and the date of photographing are visible) and to indicate the damage found on the consignment note. The photographs, together with the consignment note, must be sent to the seller without delay and in any event within 2 (two) working days.

Consumers who discover defects in products must immediately take photographs of the defects and attach them to the consumer's claim, describing the circumstances under which the defects were discovered. The consumer shall immediately submit the claim, together with the photographs, to the seller within 2 (two) working days at the latest. In such cases, the buyer/consumer is obliged not to use, unpack or otherwise damage the remaining products or their packaging. If the buyer/consumer fails to comply with these Provisions, he/she does so at his/her own risk (any costs incurred by the buyer/consumer as a result of such failure will not be reimbursed).

PROCEDURE FOR THE IMPLEMENTATION OF THE WARRANTY FOR CERAMIC PAVING ELEMENTS

2.1. If the purchaser discovers defects in the quality of the ceramic paving elements purchased which could not have been detected at the time of delivery/acceptance, the purchaser shall proceed as follows:

if quality defects are detected after handover and before paving,	if quality defects are detected after the pavement has been laid and during the warranty period,
the buyer is obliged to:	
inform the seller immediately, within 2 (two) working days at the latest, of any defects in the quality of the ceramic paving elements by submitting a written complaint and the documents of purchase (invoice, delivery note, etc.) to the following e-mail address: info@lode.lv. All correspondence between the manufacturer and the purchaser concerning quality shall only be binding on the parties if it is carried out with the manufacturer's authorised representatives and via the official e-mail addresses;	
_____	submit copies of the qualifications and the document certifying the right to carry out the work, as well as the ceramic paving solution (the relevant part of the construction project, if any), of the contractor or person who carried out the ceramic paving work;
_____	provide documentation of the investigation and control (self-checking) of the structural layers and soils of the prepared pavement, if such investigation and control has been carried out;
the buyer is obliged to allow the manufacturer's authorised representatives to have access to the site where the alleged defects have been identified in order to inspect the site, to participate in the preparation of the inspection report, and to have it signed by the buyer's authorised signatory. The buyer has the right to have the goods or samples thereof examined by an independent laboratory, but is obliged to inform the manufacturer in advance and to ensure that an authorised representative of the manufacturer is present when the samples are taken, and to bear the entire cost of the examination. The seller is also entitled to have the goods and samples tested by an independent laboratory if it deems it necessary. If an independent expert's report establishes that the defects are linked to the manufacturing process, the seller shall reimburse the buyer for the direct costs of the expert examination;	
allow an independent expert, engaged by the seller or the manufacturer, to inspect the problematic site and to carry out other activities to determine the causes of the defects in the ceramic paving elements referred to in the claim;	
refrain from the further use of the ceramic paving elements until the inspection report has been signed by both parties, the manufacturer has concluded that the claim is justified, or an independent laboratory expert has issued a report, so as not to affect the condition recorded in the claim (if the purchaser fails to comply with these instructions, he or she does so at his/her own risk. Any expenses, direct or indirect, incurred by the buyer as a result of such action shall not be compensated).	_____

2.2. In the event of a justified claim, the buyer has the right to choose among the ways of satisfying the claim that are objectively possible and permitted under the laws and regulations. Each case will be considered individually, and a solution will be found for the specific situation, such as:

- 2.2.1. replacement of defective ceramic paving elements with new ceramic paving elements;
- 2.2.2. reducing the price paid for defective ceramic paving;
- 2.2.3. covering transport costs;
- 2.2.4. as well as other solutions not listed here.

2.3. When choosing to replace defective ceramic paving elements with new ones, the buyer must take into account the fact that the ceramic paving elements to be replaced will be from a different production batch and therefore their visual characteristics (colour, texture, appearance and size tolerances) may differ from the visual characteristics of the products previously purchased and/or laid (such variations being due to the unevenness of the characteristics and shade of the raw materials used in the production process of the ceramic paving elements, the changing external factors affecting the production process of the ceramic paving elements, environmental factors, and the operating characteristics of the laid surface). The new ceramic paving stones are delivered to the buyer by the seller, who pays the transport costs. The paving stones handed over by the buyer must be stacked on a pallet, and the pallet must be securely packed and freely accessible for stacking.

2.4. If the purchased ceramic paving elements are used improperly, not in accordance with the intended purpose of use of the respective ceramic paving elements, without observing the minimum requirements for the laying and use of ceramic paving elements of LODE SIA, Guidelines for the Use and Maintenance, Recommendations for the Laying of Clinker Paving Stones, the buyer's claim will be considered as unjustified and will not be satisfied.

THE FOLLOWING SHALL NOT BE CONSIDERED AS DEFECTS IN THE CERAMIC PAVING ELEMENTS:

- 3.1. surface scratches, where the depth does not exceed 0.5 mm;
- 3.2. uneven edges of the product resulting from the causes specified in paragraph 4.2 of these Provisions;
- 3.3. fine "hairline" cracks on the surface of ceramic paving elements. Such cracks shall not affect the structural physical properties of the paving elements, such as flexural strength and frost resistance. The formation of such cracks cannot be completely ruled out due to the nature of the manufacturing process of ceramic paving elements and is not considered a defect in the material;
- 3.4. the presence or appearance of white or light grey discolouration on the surface of the products resulting from the migration of soluble salts from the sub-base layers of the paving or from the materials used in the joint filling;
- 3.5. colour differences when compared with the colour of products shown on a website or in a newsletter;
- 3.6. differences in visual characteristics (colour, texture and appearance) which can be seen by comparing clinker paving elements; such differences are due not only to the natural raw materials (clay) used in the production of ceramic paving elements and the heterogeneous nature of these raw materials, but also to changing external factors influencing the production process;
- 3.7. changes in the visual characteristics of the laid clinker paving elements (e.g., staining of the paving surface) during use, as such changes are due to the direct influence of environmental factors and the conditions and characteristics of use;
- 3.8. indentations in the surface of the products resulting from the manufacture of the products, provided that such indentations are not more than 5 mm in diameter and not more than 5 mm deep;
- 3.9. scratches and "wear" caused to clinker paving elements during the production process using special technology, ensuring that they are in keeping with the appearance of antique products.

Please note that:

- 4.1. the visual differences or changes in the ceramic paving elements listed in clauses 3.1 to 3.9 of these Warranty Conditions do not affect the declared performance of the ceramic paving elements in the Declaration of Performance;
- 4.2. in the manufacturing process of ceramic paving elements, they are moulded from a plastic clay mass and separated into individual elements by a wire-cutting machine and one surface of each element is brought into contact with a conveyor belt, which may result in impressions on the surface in contact with the conveyor belt and small irregularities on the edges from the cutting process;
- 4.3. ceramic paving elements, due to the composition of their raw materials, are characterised by colour fastness as a result of the ceramic firing process and do not contain substances that could cause efflorescence. However, after laying the paving stones, white or grey hazy patches may sometimes appear on the surface, which will naturally disappear after a short time due to rain. This is caused by water-soluble salts such as sodium, potassium or magnesium sulphate, or by lime, which may be present in the substrate materials and brought to the surface by the capillary flow of water. Salt and salt mixtures spread on the pavement surface in winter as anti-icing and de-icing agents can also have the same effect. As this is pure saline efflorescence, these water-soluble compounds can be washed off with water. Depending on their characteristics, they may also disappear as a result of natural weathering. The occurrence of such efflorescence is not a reason/sign that the ceramic paving elements are of poor quality;
- 4.4. the storage/holding of construction or other materials on the surface of ceramic paving stone is prohibited, as dirt, staining or lubricating substances on the paving surface may mechanically adhere to the products or bond with the products and leave visible, hard-to-clean stains and spots on the surface. Surface changes due to these reasons shall not be considered as a defect in quality;
- 4.5. the smallest variations in colour and texture are between products from the same batch, so we recommend buying the required quantity at one time. To ensure the even distribution of paving colours, the ceramic paving elements to be laid must be taken from several pallets at once and mixed during the laying process;
- 4.6. for ceramic paving elements, where both horizontal surfaces are normally used as finishing surfaces, you can freely choose which surface will be visible (facing up). Visual differences (colour, texture) between the two finishes are not considered defects;
- 4.7. slight edge chamfers in individual ceramic paving elements, if they can be positioned at the bottom of the paving so that they are not visible during paving, are acceptable and do not affect the performance of the pavement stone;
- 4.8. For ceramic paving elements, the lateral surface is not regulated or separately characterised.

THE WARRANTY DOES NOT APPLY TO:

- 5.1. changes in the aesthetic appearance of the ceramic (clinker) paving elements, including but not limited to moss or algae growth, tyre marks, stubborn dirt or stains that cannot be completely cleaned, if the change or damage is not due to the quality or manufacturing defects of the product itself, but is caused by, but not limited to, construction work, use, environmental influences, or improper care;
- 5.2. ceramic paving elements laid in pavement without construction planning documentation, if such documentation was required in accordance with the requirements of regulatory enactments, if no investigation or control of the pavement construction layers or soil has been carried out, if such investigation or control is deemed reasonable in cases where an assessment of environmental factors is required, if no calculation of the loads on the pavement has been carried out, etc., in situations where the impact on the pavement is not considered to be appropriate;
- 5.3. ceramic paving elements laid in pavement without complying with the requirements laid down in the binding normative acts, building codes, standards, technical regulations, etc.;

- 5.4. ceramic paving elements laid or operated without complying with the Minimum Requirements for the Laying and Use of Ceramic Paving Elements, or with the specific requirements for certain types of products laid by the manufacturer LODE SIA, as published at www.lode.lv;
- 5.5. ceramic paving elements laid in pavements using waterproof bonded mortars (sub-base and joint-filling mortars) or non-certified materials for the sub-base or joint-filling;
- 5.6. changes to the surface of ceramic paving elements resulting from the removal of ice and/or snow from the pavement or the application of natural stone products or salt for melting the ice at the risk and responsibility of the purchaser (see Guidelines for the Use and Maintenance of Clinker Paving Stones, clauses 22–24);
- 5.7. if the purchaser fails to comply with these Warranty Conditions, the Minimum Requirements for the Laying and Use of Ceramic Paving Elements, the Guidelines for the Use and Maintenance, the Recommendations for the Laying of Clinker Pavements, and the declarations of performance of the relevant ceramic paving elements;
- 5.8. defects in ceramic paving elements:
 - 5.8.1. arising after the products have been handed over to the buyer as a result of the buyer's fault or the fault of third parties;
 - 5.8.2. due to force majeure;
 - 5.8.3. which were known to the buyer at the time of purchase or were so obvious that any reasonable and prudent buyer would have spotted them without special inspection.

These Warranty Provisions are published at www.lode.lv and may be updated/supplemented without notice.