

Update: January 16th, 2023

## Terms & Conditions of Sale

In these Terms and Conditions of Sale, Landmark Ceramics, Inc., is referred to as "**Landmark**", and the customer or person or entity purchasing Landmark's products (herein referred to as "**Products**" and "**Goods**") from Landmark is referred to as the "**Buyer**".

These Terms and Conditions of Sale, and Landmark's Order Acknowledgement constitute the complete and exclusive agreement and understanding governing the sale of Goods by Landmark to Buyer (the "Agreement") and supersede all prior agreements, understandings or representations, whether written or oral, among the parties with respect to such matters. Provided, however, that if any term, provision or condition of Landmark's Order Acknowledgement should conflict or be inconsistent with any paragraph of these Terms and Conditions, then the content of Landmark's Order Acknowledgement shall prevail and control over such conflicting and/or inconsistent terms.

BY ACCEPTING LANDMARK'S ORDER ACKNOWLEDGEMENT AND/OR BY ACCEPTING SHIPMENT OF PRODUCTS, BUYER ACKNOWLEDGES, ACCEPTS, AND AGREES TO THESE TERMS AND CONDITIONS.

Landmark reserves, in its sole discretion, the right to refuse any order. No order is accepted by Landmark until: (i) Landmark provides Buyer with a written Order Acknowledgement, and (ii) Buyer duly signs the Order Acknowledgement in acknowledgement, acceptance and agreement, and returns the signed Order Acknowledgement to Landmark.

**1. PRICES:** All prices for Goods, including, but not limited to, those specified in Landmark's price list or schedule, website or written quotation, are subject to change without notice. Such prices shall be automatically adjusted to reflect Landmark's prices of Products as in effect at the time of the requested shipment date, and each shipment will be invoiced at such adjusted prices. Unless otherwise expressly agreed by Landmark in writing, all prices are EX WORKS (which shall have the same meaning as in the Incoterms 2000 published by the International Chamber of Commerce), exclusive of any applicable taxes, duties, sales taxes, transportation and insurance costs or charges (collectively "**Charges**"), which are to be borne exclusively by Buyer.

**2. TERMS OF PAYMENT:** Unless otherwise expressly agreed by Landmark in writing in Landmark's the Order Acknowledgement, the purchase price for all orders shall be paid in full in advance of shipment.

All payments must be made in U.S. currency. In the event Buyer fails to make any payment when due, Landmark shall have the right, in addition to all other remedies available to Landmark either at law or in equity, to either terminate this Agreement immediately, without notice, or to suspend further performance under this Agreement. Buyer shall be liable for all expenses, including reasonable attorneys' fees, relating to the collection of past due amounts. If any payment owed to Landmark is not paid when due, it shall accrue interest at the rate of the lesser of 15% per annum, or the maximum amount permitted by applicable law, from the date on which such past due amount is due until the past due amount is paid in full. Should Buyer's financial responsibility become unsatisfactory to Landmark, cash payments or security satisfactory to Landmark may be required by Landmark for future deliveries and for the Goods theretofore delivered. If such cash payment or security is not provided, in addition to Landmark's other rights and remedies, Landmark may discontinue deliveries.

**3. SHIPMENT AND DELIVERY:** a) Unless otherwise expressly agreed in writing by Landmark, shipments are made EX WORKS (which shall have the same meaning as in the Incoterms 2000 published by the International Chamber of Commerce). Responsibility for, and any risk of loss or damage to, the Products shall pass from Landmark to Buyer upon delivery of the Products to carrier. Any claims for shortages or damages suffered in transit are under the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be acknowledged and signed for at the time of delivery. Buyer affirmatively waives any claim for damage not acknowledged at the time of delivery. While Landmark will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Landmark, all shipping dates are approximate and not guaranteed. Landmark reserves the right to make partial shipments. Landmark, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided accurate shipping instructions. If the shipment of the Products is postponed or delayed by Buyer for any reason including, but not limited to, Buyer providing Landmark with inaccurate shipping instructions, then Buyer agrees to reimburse Landmark for any and all transport and/or storage costs and other additional and incidental expenses resulting therefrom.

b) In instances in which shipment is made FCA or CPT (which shall have the same meaning as in the Incoterms 2000 published by the International Chamber of Commerce) the Buyer is required to provide Landmark with all delivery instructions as well as any special delivery requirements which include, but are not limited to, residential deliveries, lift gate needs, limited access deliveries, lumper service needs. Buyer agrees to reimburse Landmark for any and all additional transport fees Landmark incurs caused by lack of communication of special delivery requirements from the Buyer to Landmark at the time of freight quotation.

c) Please note that our warehouse in Mt. Pleasant loads pallets on trucks sideways in order to maximise floor space on the truck. If, for any reason, Buyer requires the pallets to be loaded front-facing, Buyer is required to request to Landmark, in written form, at the time of Order Acknowledgment confirmation so that Landmark can make sure the warehouse is made aware of this requirement and in order to avoid further charges due to the Buyer's (or Buyer's customer) inability to unload a truck loaded sideways. Landmark shall not be responsible for any reimbursement in case further charges are caused by the lack of communication of special loading requirements from the Buyer to Landmark at the time of order confirmation.

**4. CLAIM ON TRANSPORTATION (if applicable):** In instances in which shipment is made FCA or CPT (which shall have the same meaning as in the Incoterms 2000 published by the International Chamber of Commerce) all Products must be inspected at time of arrival for visible damages and Buyer must note on the Proof of Delivery "POD" any damages prior to the delivery driver departing. Failure to note damage on the POD shall result in a waiver of any claim related to damaged Goods. If Buyer discovers concealed damages or shortages after the delivery driver has left Buyer's premises and those damages or shortages have not been clearly specified on the POD, Buyer is required to notify Landmark's Customer Service care department within three (3) days of the delivery in writing by e-mail to customercare@lcsa.com, including a thorough explanation as to why the damage could not have been seen at the time of delivery.

Buyer's claim must include all of the following information:

- Company name
- Address where the shipment was delivered
- Delivery date
- Name of the carrier
- Order #
- Delivery #
- Description of the damage
- Quantification of the damage (how many boxes, tiles, etc.)
- Pictures of the damaged material

Upon receipt of the claim, Landmark will initiate a claim with the carrier. Landmark shall not be responsible for any reimbursement or replacement decision made by the carrier under any circumstance. Landmark cannot assure that the claim will be approved by the carrier. Damaged material subject to any claim should not be returned to Landmark without Landmark's written prior approval and it should not be disposed of or further altered in anyway. Any allegedly damaged Goods should be clearly marked as nonconforming and stored safely until the claim is fully resolved. In the event the claim is denied by the carrier, Landmark reserves the right to also deny the claim and request payment of the corresponding invoice without deductions. Landmark is under no obligation to replace Goods that were damaged as a result of the carrier.

**5. LIMITED WARRANTY:** a) Subject to the limitations set forth in Section 6 below, Landmark warrants that Products sold by Landmark as "first choice goods" are manufactured in accordance with Landmark's published technical standards. This limited warranty is valid only: (i) for a period of one hundred and eighty (180) days from the date of shipment of the Goods by Landmark, or (ii) for the period from the date of shipment of the Goods by Landmark until installation or attempted installation of the Goods, whichever is less. This limited warranty applies only to "first choice goods" sold by Landmark. ALL GOODS SOLD BY LANDMARK OTHER THAN "FIRST CHOICE PRODUCTS" ARE SOLD AS IS. THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY LANDMARK WITH RESPECT TO THE GOODS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO LANDMARK, AND WHETHER OR NOT LANDMARK'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY LANDMARK FOR BUYERS (OR ANY SUBSEQUENT TRANSFEREE'S, AS DEFINED BELOW) USE OR PURPOSE.

b) OTHER THAN REPRESENTATIONS OR WARRANTIES MADE BY LANDMARK IN ITS LITERATURE AND/OR PACKAGING, NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE PRODUCTS MADE BY ANY PERSON OR ENTITY INCLUDING, BUT NOT LIMITED TO, INDEPENDENT DISTRIBUTORS AND SALES REPRESENTATIVES, SHALL BE BINDING UPON LANDMARK.

c) IF YOU ARE A CONSUMER, AND SHOULD ANY APPLICABLE LAW PROHIBIT THE DISCLAIMER OF IMPLIED WARRANTIES SET FORTH ABOVE, THEN ANY IMPLIED WARRANTIES FOUND TO EXIST WILL BE STRICTLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY SET FORTH ABOVE.

d) Notwithstanding the foregoing, this limited warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Landmark's), unauthorized modification or alteration, use beyond rate capacity, or improper installation, maintenance or application. To the extent that Buyer and/or its agents have supplied specifications, information, representation of operating conditions, or other data to Landmark or Manufacturer in the selection or design of the Goods and the preparation of Landmark's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

e) Buyer must notify Landmark of any defects in the Products in writing, via certified mail to Landmark Ceramics, at 1427, N Main Street, Mt. Pleasant - TN, 38474, within thirty (30) days of Buyer's receipt of the Goods. Failure to provide such notice within 30 days of receipt shall act as a complete bar to any claims against Landmark for any defect. Upon receiving Buyer's notice of defect, Landmark shall, at its option, repair, correct or replace the Goods EX WORKS (which shall have the same meaning as in the Incoterms 2000 published by the International Chamber of Commerce), or refund the purchase price for that portion of the Products found by Landmark to be defective. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer. Notwithstanding the provisions contained in the preceding sentences of this paragraph, Buyer shall be deemed to have accepted the Products and absolutely and unconditionally waived its rights to claim for any defects: (i) upon installation or attempted installation of the Products, or (ii) if the Products are otherwise used or altered in any way. It is Buyer's obligation to fully inspect the Goods prior to installation or attempted installation.

f) Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

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g) This Section 5 also applies in the event that any entity or person (other than Buyer) buys, acquires or uses the Goods, including, but not limited to, any entity or person who obtains the Products from Buyer (any of them a "Subsequent Transferee"). Buyer hereby covenants and agrees to provide such Subsequent Transferee with written notice of the provisions set forth in Sections 5 and 6 of these Terms and Conditions of Sale, by providing each such Subsequent Transferee with a copy of these Terms and Conditions of Sale, or an online link thereto, at the time of sale from the Buyer to the Subsequent Transferee. Additionally, should a Subsequent Transferee again transfer or sell the Goods to another end user, the Subsequent Transferee shall be under the same obligation to provide notice of these Terms and Conditions of sale to the end user. Buyer, furthermore, covenants and agrees that it shall not make any representation or warranty whatsoever regarding the Products to any third party (either on behalf of Landmark or on its own account), other than the limited warranty of Landmark set forth in this Section 5. BUYER HEREBY COVENANTS AND AGREES THAT, SHOULD IT FAIL TO COMPLY WITH THE PROVISIONS OF THIS PARAGRAPH, BUYER SHALL DEFEND, INDEMNIFY, AND HOLD LANDMARK, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES), OR CLAIMS FOR INJURY OR DAMAGES (INCLUDING, BUT NOT LIMITED TO GENERAL, CONSEQUENTIAL, INCIDENTAL AND PUNITIVE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH BUYER'S OR BUYER'S EMPLOYEES', AGENTS', REPRESENTATIVES' AND/OR INDEPENDENT CONTRACTORS' BREACH OF THESE TERMS AND CONDITIONS OF SALE. For clarity, this Section shall control and supersede any state law providing for any indemnification to Buyer by Landmark for any claims raised by a Subsequent Transferee where Buyer has failed to comply with this Section.1

**6. LIMITATION OF REMEDY AND LIABILITY:** a) THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE IN ACCORDANCE WITH SECTION 5 ABOVE.

b) BUYER, ANY SUBSEQUENT TRANSFEREE, AND ANY END USER OF THE GOODS AGREE THAT LANDMARK SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND, IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION, OTHER TORT, OR OTHERWISE), SHALL LANDMARK'S LIABILITY TO BUYER AND/OR ANY SUBSEQUENT TRANSFEREES EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS PROVIDED BY LANDMARK GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIM BY BUYER, A SUBSEQUENT TRANSFEREE, OR AN END USER OF THE GOODS FOR INDEMNIFICATION OR ATTORNEYS' FEES IN EXCESS OF THE PURCHASE PRICE BY BUYER, AND SHALL SUPERSEDE ANY STATE LAW TO THE CONTRARY.2 BUYER AND ANY SUBSEQUENT TRANSFEREE AGREES THAT IN NO EVENT SHALL LANDMARK'S OR MANUFACTURER'S LIABILITY TO BUYER AND/OR ANY SUBSEQUENT TRANSFEREES EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, loss of business opportunity, business interruption, loss of use or revenue, cost of capital or loss or damage to property or equipment.

c) It is expressly understood that any technical advice furnished by Landmark or Manufacturer with respect to the use of the Goods is given without charge, and Landmark and Manufacturer assume no obligation or liability whatsoever for the advice given, or results obtained, all such advice being given and accepted at Buyer's own risk.

**7. EXCUSE OF PERFORMANCE:** Neither Landmark nor Manufacturer shall be liable for delays in performance or for non-performance due to: acts of God; acts of Buyer; war; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; pandemic or epidemic; default of suppliers; material fluctuations in the exchange rate between the U.S. Dollar and Euro; or unforeseen circumstances or any events or causes beyond Landmark's or Manufacturer's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Landmark upon notice to Buyer in the event of any of the foregoing, but the balance of the Agreement shall otherwise remain unaffected as a result of the foregoing.

If Landmark determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Landmark may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or material) among its purchasers on such basis as Landmark determines to be equitable without liability for any failure of performance which may result therefrom.

**8. CANCELLATION:** Buyer may cancel orders as follows: (1) For "Made On Order Products" (which means declared as "Made on Order" according current pricelist) and for "Custom Products" (which means Products manufactured upon request of the Buyer, not included in the current Landmark's pricelist), by giving written notice of cancellation 15 calendar days before production of the custom-made Product; or, (2) for standard products (those appearing in Landmark's catalog), by giving written notice of cancellation 15 calendar days prior to the shipment date. All cancellations will be subject to a 10% cancellation fee of the total order amount. Additional charges may apply, which include, among other things, all costs and expenses incurred to cover commitments made by Landmark. Landmark's determination of such cancellation charges shall be conclusive.

For Made on Order or Custom Products any cancellation made outside the specified cancellation period explained above will result in the Buyer being obligated to pay Landmark the full due amount listed in the Order Acknowledgment.

**9. CHANGES OR ADDITIONS TO ORDER:** Buyer may request changes or additions to the Goods consistent with Landmark's specifications and criteria. Landmark is not obligated, however, to accept any changes or additions. In the event such changes or additions are accepted by Landmark, Landmark may revise the price and dates of delivery accordingly. Landmark reserves the right to make technical and manufacturing changes to the Product(s), none of which will substantially alter the aesthetic of the Product(s), without prior notice to Buyer, except with respect to Product(s) being made-to-order for Buyer.

**10. RETURNED GOODS:** Except as otherwise provided in paragraph d) of Section 5 above with respect to warranty defects, any and all material which Buyer desires to return and which Landmark agrees to take back will be accepted only with prior written authorization and must be in full compliance of this return policy. Landmark is under no obligation to accept a return, and returns will be accepted in its sole discretion. No returns will be accepted for discontinued material and for products other than first choice products. Returns will not be accepted unless Landmark has first issued a Return Authorization Number. Only Landmark's Customer Service Department can authorize a return, and all return authorizations must be in writing. No sales representative may accept the return of any products without such written authorization. Products may be returned to Landmark only after inspection by Landmark and after receipt by the Buyer of shipping instructions. Returns will be charged a minimum of 25% restocking fee (unless Landmark erred in filling the order) and will be limited to full and unopened cartons that have not been damaged or mutilated in any way. Shipping, handling, insurance, taxes, risk of loss and tariff charges for return products shall be borne by the Buyer.

**11. INDEMNIFICATION:** Buyer hereby covenants and agrees to defend, indemnify and hold harmless Landmark, its officers, directors, employees, agents, advisers, representatives and affiliates (collectively, the "Indemnitees") from and against, and pay or reimburse the Indemnitees for any and all claims, liabilities, obligations, losses, fines, costs, royalties, proceedings, deficiencies or damages (whether absolute, accrued, conditional or otherwise and whether or not resulting from third party claims), including out-of-pocket expenses and reasonable attorneys' and accountants' fees incurred in the investigation or defense of any of the same or in asserting any of their respective rights hereunder (collectively, "Losses"), resulting from or arising out of: (i) Buyer's breach of any provision or covenant set forth in this Agreement, and/or (ii) Buyer's making of any representation to any third party regarding the Goods other than the limited warranty set forth in Section 5 above. This Section is intended to supersede any state law requiring Landmark to indemnify Buyer for any claims made by a Subsequent Transferee, consistent with Section 6, above.3

**12. ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Landmark, and any such assignment, without such consent, shall be void.

**13. GENERAL PROVISIONS:** No change, modification, rescission, discharge, abandonment, or waiver of these Terms and Conditions of Sale shall be binding upon Landmark or Manufacturer unless made in writing and signed on its behalf by a duly authorized representative of Landmark or Manufacturer. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these Terms and Conditions of Sale shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Landmark's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Landmark in any quotation, acknowledgment or publication are subject to correction.

**14. SEVERABILITY:** If any provision of this Agreement shall be held invalid or unenforceable by competent authority, such provision shall be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it shall then appear. The total invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**15. GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without reference to its conflicts of laws principles. Buyer, Landmark and Manufacturer, and any Subsequent Transferee agree to submit all disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the State and Federal courts of the State of Tennessee, located in Davidson County. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH SUCH PARTY CERTIFIES THAT THEY HAVE NOT RELIED UPON ANY REPRESENTATION OR INDUCEMENT OF THE OTHER PARTY IN AGREEING TO THIS PROVISION AND THAT THEY FREELY, KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO A JURY TRIAL. The Convention for the International Sale of Goods shall not apply to this Agreement.

**16. U.S. EXPORT CONTROL REGULATIONS:** All Goods sold to Buyer are subject to the export control laws of the United States and Buyer agrees not to re-sell or divert any Goods contrary to such laws.

**17. NO THIRD PARTY RIGHTS:** These Terms and Conditions of Sale create no third party rights between Landmark and any person other than Buyer, with exception of the warranty provided by Paragraph 5, which shall run with the Goods as described therein. It is understood and agreed that the parties do not intend that any third party be a beneficiary of these Terms and Conditions of Sale.

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**18. RECOMMENDED USE OF PORCELAIN TILES, PAVERS, BRICKS AND VENEERS** Failure to comply with any of the below recommended uses will result in the Warranty provided herein becoming null and void.

**RECOMMENDED USE FOR MATT FINISH PORCELAIN TILES (ALL COLLECTIONS)**

These products are recommended for indoor floors, walls, countertops, and outdoor walls in commercial and residential application. The use of these products is not recommended for horizontal exterior surfaces that require anti-slip features. Landmark recommends an offset no greater than 30%, if a staggered pattern is required for tiles of 20" inches or longer. Visit [leusa.com](https://leusa.com) for detailed instructions of installation.

**RECOMMENDED USE FOR GRIP FINISH PORCELAIN TILES (ALL COLLECTIONS)**

These products are recommended for indoor and outdoor floors and walls, in commercial and residential application, especially where antislip features are required. Landmark recommends an offset no greater than 30%, if a staggered pattern is required for tiles of 20" inches or longer. Visit <https://outdoor.landmarkceramics.com> for detailed instructions of installation.

**RECOMMENDED USE LUX FINISH PORCELAIN TILES (ALL COLLECTIONS)**

These products are recommended for indoor floors, walls, countertops, and outdoor walls in commercial and residential application. The use of these products is not recommended for horizontal exterior surfaces that require anti-slip features. We do recommend not using the honed and Lux finish for wet areas where deposits of water are likely to occur. Landmark recommends an offset no greater than 30%, if a staggered pattern is required for tiles of 20" inches or longer. Visit [leusa.com](https://leusa.com) for detailed instructions of installation.

**RECOMMENDED USE FOR 20 MM THICK PORCELAIN PAVERS (ALL COLLECTIONS)**

These products are recommended for indoor floors, walls, countertops, and outdoor floor and walls in commercial and residential application. Landmark recommends an offset no greater than 30%, if a staggered pattern is required for tiles of 20" inches or longer. Visit [leusa.com](https://leusa.com) for detailed instructions of installation.

**RECOMMENDED USE FOR PORCELAIN VENEERS**

Veneer World is recommended for indoor and outdoor walls, in commercial and residential application. Landmark recommends an offset no greater than 30%, if a staggered pattern is required for tiles of 20" inches or longer. Landmark recommends the use of leveler for a proper installation.

**RECOMMENDED USE FOR PORCELAIN BRICKS**

Brick World is recommended for indoor floors, walls, countertops, and outdoor walls in commercial and residential application. The use of Brick World is not recommended for outdoor flooring application. Landmark recommends an offset no greater than 30%, if a staggered pattern is required for tiles of 20" inches or longer.

**19. PORCELAIN PRODUCTS CARE AND MAINTENANCE**

After any thin set installation of porcelain tile and pavers over concrete, best practices require to perform, after grouting, a first acid deep cleaning.

For more information on how to perform a correct first cleaning after grouting, as well as on the right cleaning products to use, and ordinary maintenance of porcelain tiles and pavers once installed, we strongly recommend to refer to our Landmark cleaning guide. Alternatively, you can also see paragraph A, B and C here under.

Failing to follow these instructions could lead to maintenance issues, most of the times derived from grout residues left on the surface of the tiles/pavers which create a film on the tiles/pavers surface itself that tends to retain dirt. If that occurs, the only way to possibly solve the issue is to perform a deep floor cleaning, using acid-based cleaners specific for porcelain and following a specific cleaning procedure described here under (See paragraph D).

**Please note that from time to time, depending on the type (cement-based vs epoxy), quantity and aging of the grout residue left on the tile/pavers surface, it could be really hard or even impossible to fully recover from the problem. That is why Landmark Ceramics highly suggests a first acid deep cleaning right after installing and grouting the tiles/pavers.**

**A) First floor deep cleaning after installation**

After Grouting the Joints (pic. 1) It is important to remove the excess grout with a sponge and clear water (pic. 2). After 12/48 hours, the grout in the joints will have "set up" / hardened significantly.

There will be a noticeable residual "haze". Typically, a diluted acid cleaner specifically for removing "Grout Haze", combined with a soft scrubbing pad will remove the majority if not all the "Haze".

Change your acid/water solution frequently for best results. It is also recommended to keep a bucket of clean water to remove the acid/water solution. It is recommended to keep and use clean dry towels to help remove as much residual water and keep the floor as dry as possible.

Please refer to the cleaning chemical company's suggested methods and dilution rates. (pic. 3).

For areas with excess grout or grout that becomes adhered to the face of the tile, further cleaning with an Acid/ Water Solution may be necessary. Please refer to the Cleaning Chemical Company's instructions as not all acids or chemicals are the same. The excess grout residue (pic. 4-5) must be removed so that it does not dry and stick on the surface. It is necessary to change the cleaning water frequently and rinse well. Care must be taken on inlaid, polished and especially Anti Slip products similar to Frontier20. The use of a floor-washing machine combined with the use of a diluted acid detergent helps reach the spaces between adjacent tiles and clean them properly. If such a cleaning procedure is not carried out, or if such cleaning is carried out too late, the grout residue creates an absorbent film, which holds dirt, making the surface difficult to clean: in this case, Landmark Ceramics will not be liable for any damage caused to the surface.



PIC 1. Fill joint with grout.

PIC 2. Remove excess grout with clean water.

PIC 3. Add specific acid cleaning agent for porcelain tile to clean water.

PIC 4. First floor deep cleaning after 12/48 h from installation.

PIC 5. Removal of excess grout residues with hard brush.

**B) Day to Day Cleaning**

After the post-laying cleaning operation has been thoroughly carried out, as far day to day cleaning we strongly advise against the use of waxes, oily soaps, impregnating products and various treatments (water and oil repellent) on the porcelain stoneware product, as their application is unnecessary. As is often the case in certain off the shelf detergents, they contain waxes and gloss inducing additives which, after various washes, can deposit a bright coat on the floor. Sometimes, even one drop of foods such as Coca Cola, water, wine etc. ...) is sufficient to eliminate this coat, restoring the tile's original appearance, a stain effect is produced in certain zones. In these cases, the floor must be de-waxed, using products to de-wax the applied waxes, following the producer's instructions.

For films left by soap, lime scale, dirt, use an acid detergent, suitably diluted in water (read the product instructions carefully).

It is also important to point out that Hydrofluoric acid (HF) and its derivatives can irredeemably damage porcelain stoneware.

For routine cleaning, Landmark recommends the use of bleach or ammonia, suitably diluted in water; for polished porcelain stoneware, dry the floor after washing to prevent unsightly smudges.

**TIP: Since rinsing well with plenty of clean water is a fundamental part of the day to day cleaning procedure, Landmark advises against the use of products which state that they "do not need rinsing"**

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**C) Extraordinary Cleaning**

In the case of particular and/or particularly stubborn stains, we recommend using specific detergents as those indicated in chart here under reported. It should furthermore not be forgotten that the removal of any type of stain is easier when the stain is still fresh. It is always important to test the detergents on a small area before applying to the entire surface, particularly in the case of porcelain stoneware with a lapped or polished finish.

**CLEANING AGENTS**

TYPE OF STAIN	SOLUTION	DETERGENTS	MANUFACTURER
<b>INORGANIC STAINS</b>			
<b>DETERGENT WITH AN ACID BASIS *</b>			
Cement Carbon Calcium Efflorescence Chalk Metallic residues Rust Cement-based grout Colored grout Wall panel	Acid	<b>DETERDEK</b> or similar UNITED STATES > Fila Chemicals USA, Corp. 10800 N.W. 21st Street #170 Miami, FL 33172 USA Tel. +1-305-513-0708 email flausa@filsolutions.com	
		<b>KERANET</b> (liquid) or similar MAPEI Americas Headquarters 1144 E. Newport Center Drive Deerfield Beach, Florida 33442	
<b>ORGANIC STAINS</b>			
<b>LIMITED FOAM TYPE PRODUCT **</b>			
Coca Cola Ice Cream Coffee Wine Beer Animal fats Vegetable fats Mustard Mayonnaise Ketchup Jam Lard of Lipstick Wax	Alkaline and neutral	<b>PS87</b> or similar UNITED STATES > Fila Chemicals USA, Corp. 10800 N.W. 21st Street #170 Miami, FL 33172 USA Tel. +1-305-513-0708 email flausa@filsolutions.com	
		<b>FILACLEANER</b> or similar UNITED STATES > Fila Chemicals USA, Corp. 10800 N.W. 21st Street #170 Miami, FL 33172 USA Tel. +1-305-513-0708 email flausa@filsolutions.com	
		<b>Ammonium</b> Universal	
RESIDUAL RINGS of organic nature	Saline solution	Sodium hypochloride (bleach for white laundry)	Universal
Silicone oils Machine Oil Resins and glazes Coal and natural rubber Encres et feutres		<b>FILASOLV</b> or similar UNITED STATES > Fila Chemicals USA, Corp. 10800 N.W. 21st Street #170 Miami, FL 33172 USA Tel. +1-305-513-0708 email flausa@filsolutions.com	
		Aceton	Universal
		<b>NITRO - THINNER</b>	Universal
		<b>TURPENTINE</b>	Universal
		<b>TRICHLOROETHYLENE</b>	Universal
		<b>CIF AMMONIACAL</b>	Universal
		<b>HAND CLEANSER</b>	Universal
Tire		<b>Ice+scrapor</b>	
Silicone and chavin-gum			

N.B. When using the above products, the instructions on the package should be followed.

\* Detergent with an acid basis: a detergent with an acid basis, specifically recommended after bath floor or wall installation, for the descalcification cleaning and the regular maintenance.

\*\* Limited foam type product: a limited foam type product degreasing and general cleaning, suitable for all types of stains but especially for remove of vegetable and animals fats.

**D) Floor deep cleaning recommendations to be used in case of grout residues left on tile/pavers surface**

1. **Preliminary Cleaning Procedure:** To begin with, it is important to clean the floor with a traditional detergent (Some examples of suitable detergents you can consider are Deterdek from Fila, Keranet from Mapei) and rinse thoroughly in order to remove any dirt that is present on the tile/pavers aside from the grout left on them. This should be done carefully by following these steps:

- i. Clean the floor with water to remove dust and residues
- ii. Apply an abundant quantity of detergent (such as the one pictured below) to clean the floor, following instructions provided on the detergent's bottle and making sure that, during the entire cleaning process, the detergent does not get in contact with grass or water of nearby swimming pools (if any)
- iii. Brush strongly to remove the dirt (using a scotch-brite, ideally a motor-brush with scotch brite for big surfaces)
- iv. Rinse well with running water (it is recommend to use a vacuum cleaner to avoid burning the grass)
- v. Once well rinsed, dry the surface

2. **Acidic Cleaning Procedure:** Perform the acid cleaning procedure as indicated in the guide provided in the link above, hereunder summarized:

- i. Apply a professional acidic cleaner for grout haze on the floor. Some examples of suitable acidic cleaners you can consider are DETERDEK from Fila, KERANET from Mapei, or professional acidic cleaners like the one pictured below:
  - ii. Apply an abundant quantity of acidic cleaner on the entire floor, following instructions provided on the cleaner's bottle (for a better result, do not dilute with water), and making sure that, during the entire cleaning process, the cleaner (since it is an acid-based cleaner) does not get in contact with grass or water of nearby swimming pools (if any)
  - iii. Once applied, leave the product on the floor for about 20-30 minutes.
  - iv. Brush strongly to remove the dirt (using a scotch brite, ideally a motor-brush with scotch brite for big surfaces). It is very important to apply a strong and prolonged mechanical action (tile by tile) on the floor while brushing. Please note that cleaning without a strong mechanical action (e.g. cleaning using a simple mop) is going to be useless and ineffective.
  - v. Rinse the floor, making sure everything is absorbed, so that nothing will get in contact with grass or swimming pool water
  - vi. Repeat everything from point "2.i" as many times as necessary to achieve the desired result
  - vii. Dry the floor's surface

**E) Additional Notes & Recommendations**

1. Please note that if the grouting was done well before the time of attempted cleaning, the grout residue left on the tile surface would have had time to settle and mature. In this case:
  - It is particularly important, during the acid cleaning process, to let the acid settle in on the floor for a few minutes before brushing, so that the acid can soften the grout.
  - It is also crucial to brush the tiles using the right tools and to apply on the floor a strong and prolonged mechanical action (tile by tile).
  - It is very likely that a single deep acid cleaning will not be sufficient. In this case, it will be necessary to repeat the operation several times in order to eliminate all the grout residues. Keep in mind that the grout residue might not be immediately visible when the floor is clean, but can only be seen when the grout gets dirty. Therefore, even if the floor may appear clean after the first deep cleaning process, it could still have grout residue left on the surface of tile/pavers, that will get visible once they'll get dirty again. If that is the case, it will be necessary to repeat the deep cleaning procedure more than once until reaching a satisfactory result.
2. While performing the deep cleaning process, please be aware of any surrounding grass (making sure that the acid cleaner does not get in contact with it)
3. In case a deep cleaning is needed around a pool, make sure that during the entire cleaning process the acid cleaner does not get in contact with the water of the swimming pool
4. Never use sealers of any kind on the surface of the porcelain tiles and pavers. Sealers are unnecessary and, furthermore, sealing will change the D.C.O.F. (Dynamic Co-efficient of Friction) of the pavers, resulting in a surface that will become more slippery. Furthermore, since Porcelain has such a low absorption rate, the sealer will unlikely stick and will most likely come off over time.
5. Bright colored products, in particular white and extra-white tiles, are very delicate and, although for all intent and purpose are hygienically clean. However, they can get dirty more easily than darker tiles. It is therefore necessary to remember that these particular products require careful regular maintenance.

**Warnings**

The above suggestions are a result of research, laboratory tests and several years' experience. However, the cleaning features of the materials may vary significantly according to the different installation methods, conditions of use, types of surface and destination. As a general rule, the higher the anti-slip values of the tiles are, the greater cleaning inconveniences may arise. The professional operator in charge of maintenance and cleaning shall always check the surface condition before proceeding with any cleaning and/or maintenance operation (we would suggest to test some tiles before installation). Landmark Ceramics declines any liability with reference to cleaning and maintenance operations in case of heavy conditions of use (such as mechanical workshop or spaces presenting oily residues or tire marks), bad installation work or wrong cleaning operations. It is agreed that Landmark Ceramics shall not be liable for any event, damage or defect due to wrong installation of the tiles, faulty cleaning and maintenance operations or inadequate choice of the type of material to be laid or of the adhesives used in a certain destination of use.

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**20. PORCELAIN PAVERS: ADDITIONAL RECOMMENDATIONS FOR THE INSTALLATION, ORDINARY CLEANING AND MAINTENANCE.**

Landmark Ceramics recommends carrying out the procedures for the ordinary cleaning of Frontier20 floor surfaces using water and commercially available neutral detergents; the inclination of the surface and the space between adjacent slabs for dry-system installation favor the natural flow of water. However, it is important to take into consideration that any type of floor surface is subject to the surface tension effect of liquids: it is the same property of water that gives the tendency to transform into spherical droplets and which cause the curved top surface of a glass full of water. The surface tension can obstruct the complete drainage of water and cause a temporary stagnation of liquid on the slab edges. In order to avoid this problem, Landmark Ceramics recommends ensuring adequate inclination of the surface during installation so as to encourage the flow of water between adjacent slabs. Please remember in any case that, in view of the distinctive advantages of porcelain stoneware, Frontier20 absorbs practically no water, which makes it highly frost-proof. This may lead to localized water pooling, mainly on the edges of the pavers, independently of the manner and quality of the laying. Laying is also recommended with a minimum gap of 4 mm (5/32"). Should liquid deposit on the surface, it is recommended to push it towards grout lines using a brush or remove it with a wet and dry vacuum cleaner.

Specific details and instructions are given for each of the following installation options. Different climates and geographical locations will affect the thickness of the base. Depending on the location, contractors will lay the standard base thickness to install porcelain pavers for the needs of the area. When installing porcelain pavers, the bedding course sand must be pre-compacted and then struck off with a screed to the required thickness as shown in the drawings. Before the laying of the porcelain pavers, the sand layer underneath must be pre-compacted. The sand layer needs a 5 to 6% moisture content to insure a smooth strike off finish. Compacting dry sand will not give the desired results.

- Only use a paver saw with a wet cut porcelain blade to wet cut porcelain pavers.
- Before installing your porcelain pavers in sand set installations, pre-compact and strike off your sand leveling course.
- Plastic 3/16" (4mm) spacers must always be used to install pavers on sand set and permeable installations.
- Never install pavers with porcelain to porcelain contact.
- The use of plate compactors is not recommended to be used on the porcelain pavers.

**21. PORCELAIN PAVERS JOINT FILLING.**

When installing porcelain paver on sand set base, fill the 4 mm (approx. 3/16") paver joints with these options:

- Traditional sand- Fill the open joints with traditional dry sand until completely filled. Sweep any excess sand off the pavers. Refilling of the joints with sand may be needed in the future due to wind and rain erosion.
- Polymeric sand- Polymeric sand is a blend of polymers which harden when subjected to moisture. Sweep the sand into the open joints until completely filled. All excess sand and dust must be swept from the surface. Use a blower for the final dust removal to make certain all excess sand is removed. Any residual sand or dust can result in staining of the surface. Once the filling of the joints and the cleaning of the surface is complete, mist the pavement with water which activates the polymer and cures the mixture.

**22. PORCELAIN PAVERS HANDLING AND SPECIALTY TOOLS.**

Porcelain paver pallets are shipped with a very strong plastic covering and the individual units are packaged in protective cardboard boxes. The protective cardboard boxes guard them from the possibility of chipping. The handling of multiple loose stones can result in damaging or chipping of the pavers. Protect any un-used boxed pavers from the elements once the plastic shipping cover is removed. This insures the integrity of the protective cardboard boxes. Wet cut paver saw is used to cut paver accurately and cleanly to fit around edges and corners. The saw must be equipped with a diamond blade manufactured for wet cutting porcelain and designed to safely cut a 24" (60 cm) length porcelain paver. A paver clamp to easily handle the installation and removal of pavers. Gloves are highly recommended while handling and installing porcelain slabs to protect the hands from injury. Notched trowels and grout float tools for cementitious adhesive and grout Installation. Follow the adhesive and grout manufacturer's recommendations to select the appropriate tools needed for application.

**23. PORCELAIN PAVERS RAISED FLOORS INSTALLATION SYSTEMS: WARNINGS.**

Landmark products are made using the best technology available, and their technical performances match or exceed requirements from both ASTM and ISO standards for porcelain products. Nevertheless, if the application of the 20 mm slabs requires the ceramic product used in structural installations (such as, but not limited to, raised floors), the project engineer and/or customer must carefully assess the project requirements with regard to the technical specifications of the slabs.

To prevent the risk of damage or injury, the manufacturer recommends:

- With regard to a raised floor installation a ceramic slab may fracture on impact if a heavy object falls on it. Therefore, the manufacturer recommends checking the specific intended use before starting the installation and:
  - 1) As far as supports requirements, comply with the table for raised installation provided below.
  - 2) In all installations on pedestals higher than 3/4", reinforcing must be applied on the back of the slabs (double fiberglass mesh) supplied and applied by the manufacturer.

SUPPORTS REQUIREMENTS			
	SIZE	UP TO 1/2" (20MM)	ABOVE 1/2" (20MM)
	12"x12" (300x300 mm)	4 supports 0,32 pcs/sq ft	Please contact Landmark Ceramics
	12"x24" (600x300 mm)	4 supports 0,32 pcs/sq ft	Please contact Landmark Ceramics
	24"x24" (600x600 mm)	4 supports 0,32 pcs/sq ft	Please contact Landmark Ceramics
	24"x36" (600x900 mm)	6 supports 0,32 pcs/sq ft	Please contact Landmark Ceramics
	18"x36" (450x900 mm)	6 supports 0,56 pcs/sq ft	Please contact Landmark Ceramics
	12"x48" (300x1200 mm)	6 supports 0,65 pcs/sq ft	Please contact Landmark Ceramics
	24"x48" (600x1200 mm)	6 supports 0,65 pcs/sq ft	Please contact Landmark Ceramics

- With reference to any dry installation system of flooring above the ground level, the manufacturer recommends to comply with local regulations and conditions of use with regard to wind-load, loadbearing, seismic events, etc.
- Outdoor pavings installed unglued above the ground level are subject to the action of the wind, with the risk, in some cases, of becoming airborne. The manufacturer recommends to require the assistance of a qualified professional in order to check the suitability of the installation system above the ground adopted, in accordance with the local laws and regulations and the conditions of use.
- It is recommended to carry out raised installation onto a solid, resistant substrate with the correct inclination to guarantee water drainage. Support come equipped with four spacers that allow for the creation of grout lines between pavers. For a correct installation against walls or corners, it is necessary to keep the supports distant from the wall and remove 2 or 4 spacers as showed in the picture below. Landmark Ceramics recommends to strictly follow the instructions for the raised installation of Frontier20.

Failure to comply with these recommendations may lead to improper use of the product and could cause serious property damage or injury. Additionally, failure to comply with these recommendations will result in the Warranty provided herein becoming null and void.

For further information and recommendations concerning the installation systems please refer to our website at <https://outdoor.landmarkceramics.com>.

**NOTE:** For any detail and technical specification concerning the double fiberglass mesh, please contact Landmark Ceramics. Landmark is responsible only if it supplies the whole system (paver + double fiber mesh). Landmark cannot be held responsible for reinforcing systems not supplied by Landmark.

**In case of breakage, paver must be replaced immediately**

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### **24. PORCELAIN PAVERS OTHER WARNINGS.**

Outdoor pavers installed unglued above the ground level are subject to the action of the wind, with the risk, in some cases, of becoming airborne. The manufacturer recommends to require the assistance of a qualified professional in order to check the suitability of the installation system above the ground adopted, in accordance with the local laws and regulations and the conditions of use. Failure to do so could result in serious injury or property damage.

If the application of the 20 mm slabs requires the ceramic product used in structural installations, the project engineer and/or customer must carefully assess the project requirements with regard to the technical specifications of the slabs. With reference to a raised floor installation: a ceramic slab may fracture on impact if a heavy object falls on it from any significant height. Therefore, to prevent the risk of damage or injury, Landmark recommends to check the specific intended use before starting the installation and to follow table for raised installation provided below. In certain conditions, reinforcing must be applied on the back of the slabs (double fiberglass mesh) supplied and applied by the Landmark. With reference to any dry installation system of flooring above the ground level: Landmark recommends to comply with local regulations and conditions of use with regard to wind- load, loadbearing, seismic events, etc. Failure to comply with these recommendations may lead to improper use of the product and could cause serious damage or injury. Failure to adhere to Landmark's instructions for installation of slabs on raised pedestal systems may result in serious injury.

For further information and recommendations concerning the installation systems please refer to <https://outdoor.landmarkceramics.com> website.

All the information provided in this document can be subject to change. Please refer to our websites (<https://www.lcusa.com> and <https://outdoor.landmarkceramics.com>) for the latest, most accurate and up-to-date information.

### **25. COVE BASE AND BULLNOSE SHADE MATCHING WITH FIELD TILES**

Regarding the use of Cove base (hereinafter referred to as "CB") and Bullnose (hereinafter referred to as "BN"), it is extremely important to understand the following:

- 1) CB and BN are special pieces intended for the wall basal use only and are meant to protect the wall from water, chemicals and dirt during the cleaning activities.
- 2) The main difference between BN and CB is that the second one is able to transition from the floor to the wall with a rounded connection edge that allows a better cleaning action in correspondence of the contact point between wall and floor. They both have a rounded miter cut on the upper side and not a straight cut. The rounded corner is meant to be the last ceramic bit before the plain wall (not covered by tiles) begins, and it is rounded for both esthetic reasons and easier cleaning.
- 3) Given the use for which they have been studied BN and CB are usually never toned in association with field tiles for two main reasons:
  - o BN and CB are installed vertically, unlike the floor that is horizontal, and hence due to the different refraction of the light their tones will appear different anyways. Consequently, it has no relevance if the tone of the tile used on the floor and the tone of the BN and CB can be combined or not. Once installed, they will look as two different tones.
  - o The CB is made with different equipment and raw materials from the field tiles so that the shades are even more unlikely to match. The BN may have an easier combination as it is cut down directly from the field tile, but being used vertically the light refraction will still make them appear different.
- 4) Both the CB and BN are not designed to joint together ceramic covered floors and walls, and that is why the upper side is rounded and not straight. Landmark Ceramics recommends NOT to use the CB nor BN, wherever a ceramic covered wall is needed above them.
- 5) For the above said reasons Landmark cannot be held responsible for problems related to the tone mismatching between the aforementioned BC and CB and the relative field tiles, for which an improper use becomes evident.