



# Elegance outdoors

Pool coping stones  
and patio tiles

**WESERWABEN**

inspiringly stylish.

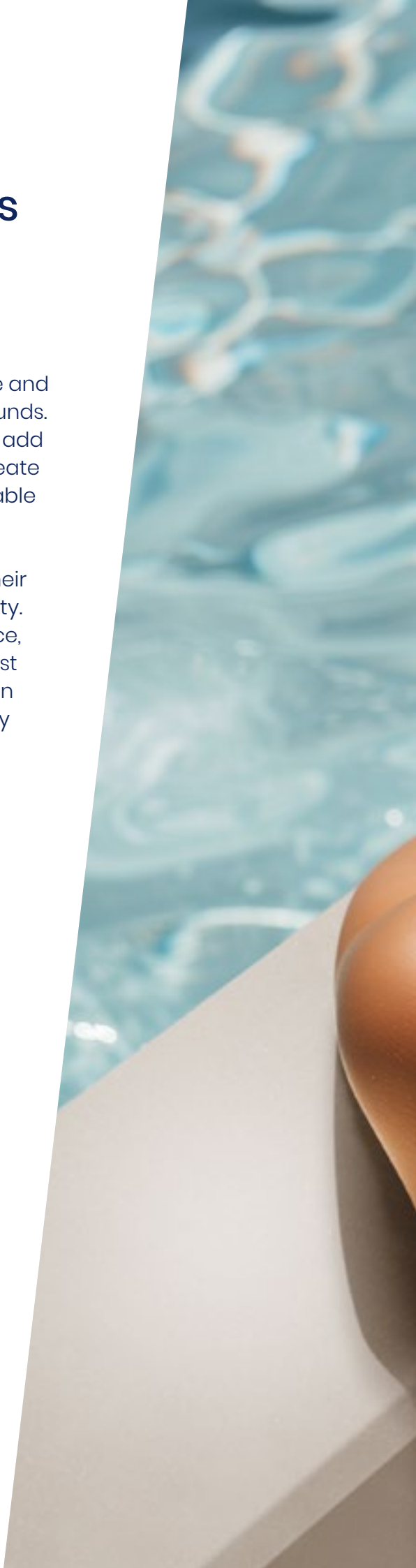
# Welcome to the world of stylish pool coping stones and patio tiles

Transform your outdoor area into a place of elegance and functionality with our high-quality concrete pool surrounds. Each element has been carefully crafted to not only add a touch of elegance to your garden, but also to create a welcoming atmosphere – perfect for unforgettable summer days that feel like a getaway at home.

Our concrete pool surrounds impress with both their appealing design and sophisticated functionality. The surface ensures safety and inspires confidence, while its exceptional durability defies even the most extreme weather conditions. Enjoy a resilient design and comfortable retreat that will highlight the beauty of your outdoor area for years to come.

Experience the perfect symbiosis of inspirational design and outstanding quality. Our concrete pool surrounds will not only exceed your expectations, but also set new standards in the design of outdoor areas. Immerse yourself in a world of stylish perfection.

**Bring your dream retreat to life!**





# Contents

Colour scheme	4
Croisette	6
Licia	12
Margo	18
Solum	24
Aquitaine	30
Opus	36
Production	42
Installation guide	46

Nuances for every style

# COLOUR SCHEME

Our portfolio is available in a carefully selected colour scheme that effortlessly harmonises with any design and style.



## Champagne

A soft, warm tone that exudes subtle sophistication and is perfect for a welcoming Mediterranean atmosphere.



## Pearl grey

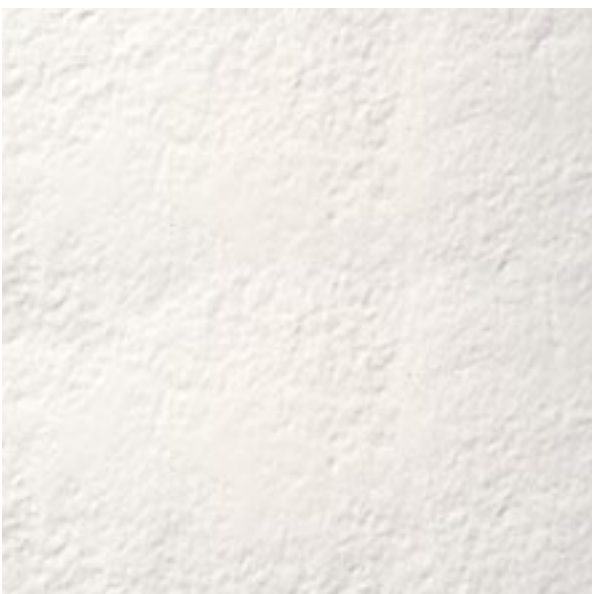
A classic shade that exudes modern flair and can be combined in many ways with other materials.





### **White**

Brilliant and clear, this shade brings a fresh touch to your design and emphasises the architecture of your room.



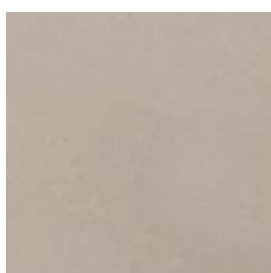
### **Natural grey**

A classic that emphasises the natural beauty of your outdoor spaces with its simple elegance.

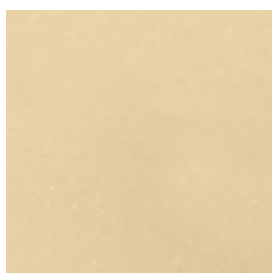


# Perfectly designed **CROISETTE**

Natural grey



Champagne



White



The Croisette range impresses with its subtle texture and gives your outdoor space an extra dose of style and exclusivity. Its timeless aesthetics and precise workmanship make Croisette the ideal choice for sophisticated outdoor spaces. Each area thus receives a special touch, impressing with its harmonious overall appearance and high-quality finish – a pool area that is always inviting.









Croisette pool coping in natural grey





1



2



3



## POOL COPING STONES

Description	Dimensions (external) in cm L x W x H	Weight kg/unit	Unit/delivery quantity
1 Straight L profile element	49.5 x 31.0 x 6.0 - 3.0	11.7	2

---

2 90° corner L profile element	49.5/49.5 x 31.0 x 6.0 - 3.0	15.0	2
--------------------------------	------------------------------	------	---

---

## PATIO TILE

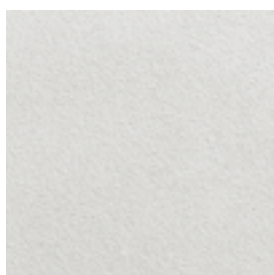
Description	Dimensions (external) in cm L x W x H	Weight kg/unit	Unit/ meter
3 Patio tile/connecting tile	49.5 x 49.5 x 3.0	18.4	4

---

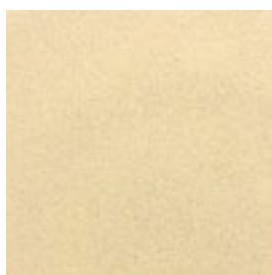
Gentle harmony

# LICIA

White



Champagne



Pool coping that meets the highest requirements with matching connecting tiles. A modern finish that looks and feels good. All you need to feel great in your own garden.







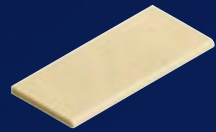
Licia pool coping stones in Champagne



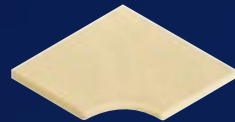




1



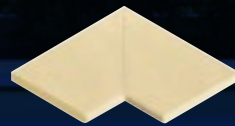
2



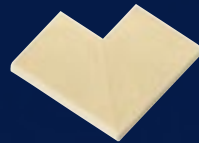
3



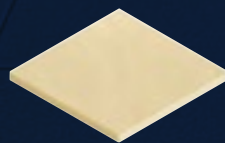
4



5



6



## POOL COPING STONES

Description	Dimensions (external) in cm L x W x H	Weight kg/unit	Unit/delivery quantity
1 Element, straight	74.7 x 31.0 x 3.5	21.5	2
2 Element, interior angle R15	49.6/49.6 x 31.0 x 3.5	19.6	–
3 Element, interior angle R20	49.6/49.6 x 31.0 x 3.5	17.5	–
3 Element, interior angle R50	63.5 x 31.0 x 3.5	12.5	–
4 Element, 90° corner	49.6/49.6 x 31.0 x 3.5	17.5	–
5 Element, 90° outside corner	49.6/49.6 x 31.0 x 3.5	17.5	–

## PATIO TILE

Description	Dimensions (external) in cm L x W x H	Weight kg/unit	Unit/ meter
6 Patio tile/connecting tile	49.6 x 49.6 x 3.5	20.1	4

# In perfect balance

# MARGO

Pearl grey



Create an elegant bathing area in classic pearl grey that impresses with its clear lines. Let your creativity run wild and create extraordinary accents that transform your pool area into a stylish paradise. Elegance and functionality combine to create a harmonious finish that meets the highest requirements.







Margo pool coping stones in pearl grey





1



2



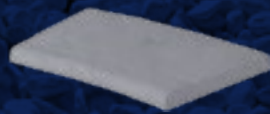
3



4



4



5



6



## POOL COPING STONES

Description	Dimensions (external) in cm L x W x H	Weight kg/unit	Unit/delivery quantity
1 Element, straight	49.5 x 31.0 x 3.2	11.8	2
2 Element, 90° corner	49.5/49.5 x 31.0 x 3.2	16.0	–
3 Element, 90° outside corner	49.5/49.5 x 31.0 x 3.2	16.0	–
4 Element, inner curve R50	63.5 x 31.0 x 3.2	12.5	2
Element, inner curve R100	50.0 x 31.0 x 3.2	10.8	2
Element, inner curve R120	50.0 x 31.0 x 3.2	11.2	2
Element, inner curve R150	48.0 x 31.0 x 3.2	11.2	2
Element, inner curve R160	49.0 x 31.0 x 3.2	11.0	2
Element, inner curve R175	50.0 x 31.0 x 3.2	11.2	2
Element, inner curve R200	50.0 x 31.0 x 3.2	11.2	2
Element, inner curve R208	50.0 x 31.0 x 3.2	10.1	2
Element, inner curve R250	50.0 x 31.0 x 3.2	11.2	2
Element, inner curve R300	50.0 x 31.0 x 3.2	10.8	2
5 Element, Roman steps right	35.0 x 35.0 x 3.2	9.0	–
Element, Roman steps left	35.0 x 35.0 x 3.2	9.0	–

## PATIO TILE

Description	Dimensions (external) in cm L x W x H	Weight kg/unit	Unit/ meter
6 Patio tile/connecting tile	49.5 x 49.5 x 3.2	18.4	4



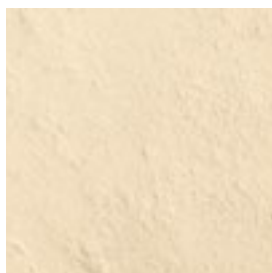
# All-round elegance

# SOLUM

Natural grey



Champagne



Solum pool coping stones give your pool a special Mediterranean character. Whether circular pools or semi-circular steps, you can choose straight and round elements with the Solum stones. You can also opt for Solum patio tiles for a harmonious finish.





Solum pool coping stones in Champagne







1



2



3



4



4



5



6



## POOL COPING STONES

Description	Dimensions (external) in cm L x W x H	Weight kg/unit	Unit/delivery quantity
1 Element, straight	49.5 x 31.0 x 3.2	11.8	2
2 Element, 90° corner	49.5/49.5 x 31.0 x 3.2	16.0	–
3 Element, 90° outside corner	49.5/49.5 x 31.0 x 3.2	16.0	–
4 Element, inner curve R50	63.5 x 31.0 x 3.2	12.5	2
Element, inner curve R100	50.0 x 31.0 x 3.2	10.8	2
Element, inner curve R120	50.0 x 31.0 x 3.2	11.2	2
Element, inner curve R150	48.0 x 31.0 x 3.2	11.2	2
Element, inner curve R160	49.0 x 31.0 x 3.2	11.0	2
Element, inner curve R175	50.0 x 31.0 x 3.2	11.2	2
Element, inner curve R200	50.0 x 31.0 x 3.2	11.2	2
Element, inner curve R208	50.0 x 31.0 x 3.2	10.1	2
Element, inner curve R250	50.0 x 31.0 x 3.2	11.2	2
Element, inner curve R300	50.0 x 31.0 x 3.2	10.8	2
5 Element, Roman steps right	35.0 x 35.0 x 3.2	9.0	–
Element, Roman steps left	35.0 x 35.0 x 3.2	9.0	–

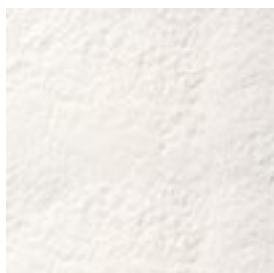
## PATIO TILE

Description	Dimensions (external) in cm L x W x H	Weight kg/unit	Unit/ meter
6 Patio tile/connecting tile	49.5 x 49.5 x 3.2	18.4	4

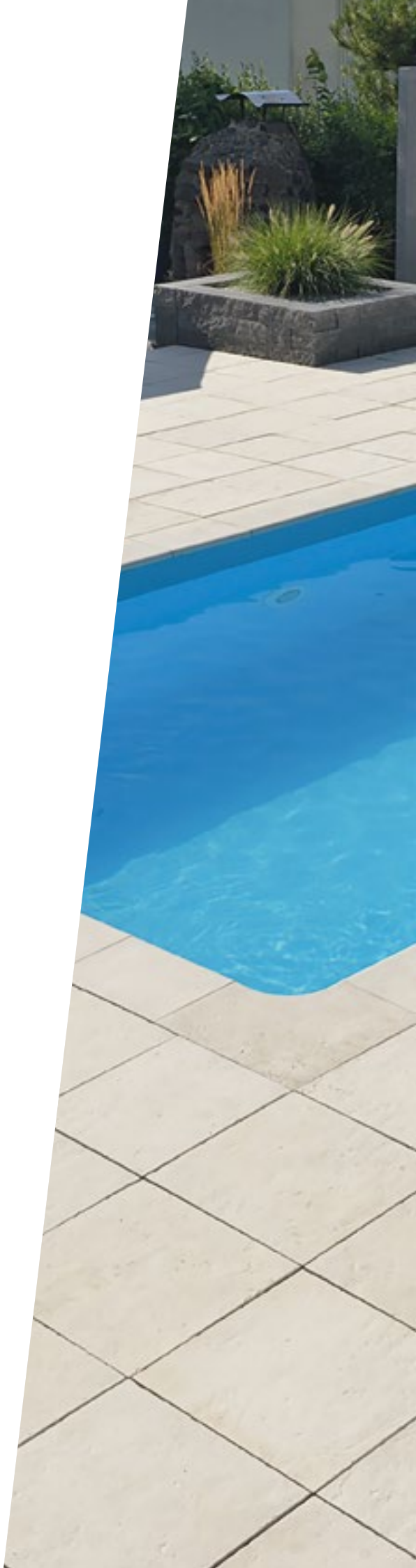
# Artfully purist

# AQUITAINE

White



Now that's a beautiful sight. The bright white Aquitaine pool coping stones and matching connecting patio tiles elevate the mood all by themselves. Even when designing, the variety of radii and elements provides plenty of creative scope.



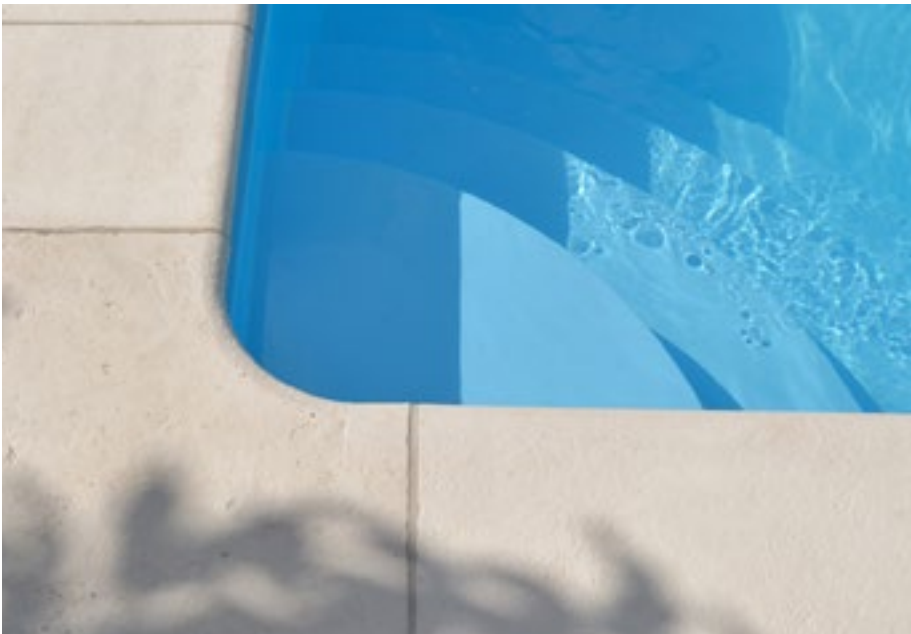


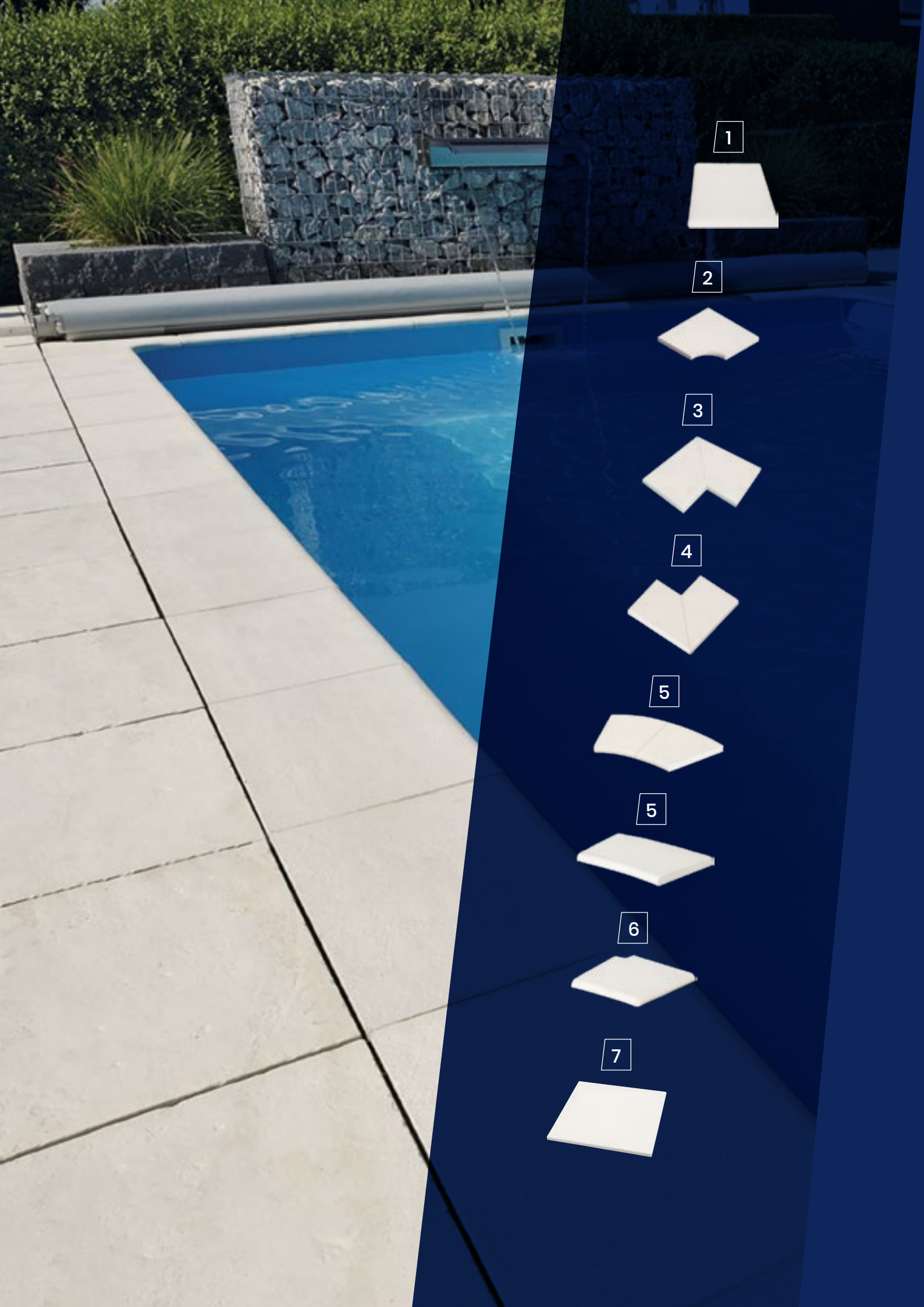






Aquitaine pool coping stones in white





1



2



3



4



5



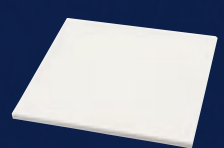
5



6



7



## POOL COPING STONES

Description	Dimensions (external) in cm L x W x H	Weight kg/unit	Unit/delivery quantity
1 Element, straight	49.5 x 31.0 x 3.2	11.8	2
2 Element, interior angle R15	49.5/49.5 x 31.0 x 3.2	18.0	–
3 Element, 90° corner	49.5/49.5 x 31.0 x 3.2	16.0	–
4 Element, 90° outside corner	49.5/49.5 x 31.0 x 3.2	16.0	–
5 Element, inner curve R50	63.5 x 31.0 x 3.2	12.5	2
Element, inner curve R100	50.0 x 31.0 x 3.2	10.8	2
Element, inner curve R120	50.0 x 31.0 x 3.2	11.2	2
Element, inner curve R150	48.0 x 31.0 x 3.2	11.2	2
Element, inner curve R160	49.0 x 31.0 x 3.2	11.0	2
Element, inner curve R175	50.0 x 31.0 x 3.2	11.2	2
Element, inner curve R200	50.0 x 31.0 x 3.2	11.2	2
Element, inner curve R208	50.0 x 31.0 x 3.2	10.1	2
Element, inner curve R250	50.0 x 31.0 x 3.2	11.2	2
Element, inner curve R300	50.0 x 31.0 x 3.2	10.8	2
6 Element, Roman steps right	35.0 x 35.0 x 3.2	9.0	–
Element, Roman steps left	35.0 x 35.0 x 3.2	9.0	–

## PATIO TILE

Description	Dimensions (external) in cm L x W x H	Weight kg/unit	Unit/ meter
7 Patio tile/connecting tile	49.5 x 49.5 x 3.2	18.4	4

# Nature meets exclusivity

# OPUS

Champagne



The Opus patio tiles make it easy to create a welcoming ambience. For one, numerous styles offer customisable design options. There are also matching elements such as block steps and edging stones.







Opus block step, patio tiles and edging stone in Champagne







1

2

3

4

5

## PATIO TILE

Description	Dimensions (external) in cm L x W x H	Weight kg/unit	Unit/ m <sup>2</sup>
1 Opus individual tile	60.5 x 40.0 x 3.0	16.0	4.13
2 Opus individual tile	40.0 x 40.0 x 3.0	10.5	6.25
3 Opus set	1 Opus set = approx. 1.26 m <sup>2</sup> consisting of 8 tiles 3 x (60.5 x 40.0 x 3.0) 2 x (40.0 x 40.0 x 3.0) 1 x (40.0 x 19.0 x 3.0) 2 x (19.5 x 19.5 x 3.0) with a 10 mm joint width	80.2	0.79

## EDGING STONE AND BLOCK STEP

Description	Dimensions (external) in cm L x W x H	Weight kg/unit	Unit/ meter
4 Opus edging stone	100.0 x 7.0 x 20.0	32.2	1
5 Opus block step	100.0 x 35.0 x 15.0	120.7	1

# Stylish perfection

# PRODUCTION

Our concrete products are more than just building materials – they are the result of craftsmanship and passionate precision. They undergo a meticulous manufacturing process in our factory: whether deburring, mould filling or shaping, each product is processed with the utmost care to emphasise its unique character.

This attention to detail and selection of the best materials are the key to the exceptional quality that characterises our products. Each element is made with attention to detail and thus becomes a unique piece that fits harmoniously into your surroundings.







Whether for elegant pool surrounds or stylish patios, our concrete products not only offer aesthetic diversity, but also longevity and functionality. Enjoy the benefits that only real craftsmanship can offer and be inspired by the quality and charm of our products.





# Guide to **INSTALLATION**







# POOL COPING STONES

Croisette | Licia | Margo | Solum | Aquitaine

## Laying, grouting and maintenance

### General information

These installation and grouting instructions apply to the laying and grouting of pool coping stones for the Croisette, Licia, Margo, Solum and Aquitaine ranges that are not frequented and are not constantly exposed to water or in direct contact with water (e.g. overflow behind the elements).

The pool coping stones are produced with natural aggregates in a special production process. This process ensures a distinctive appearance with consistent high quality.

However, slight colour variations between the individual elements may occur. For a harmonious finish, we recommend using the contents of several pallets at the same time and mixing them during laying.

Check that the goods are in suitable condition upon receipt or prior to laying. Complaints regarding already laid goods can no longer be considered.

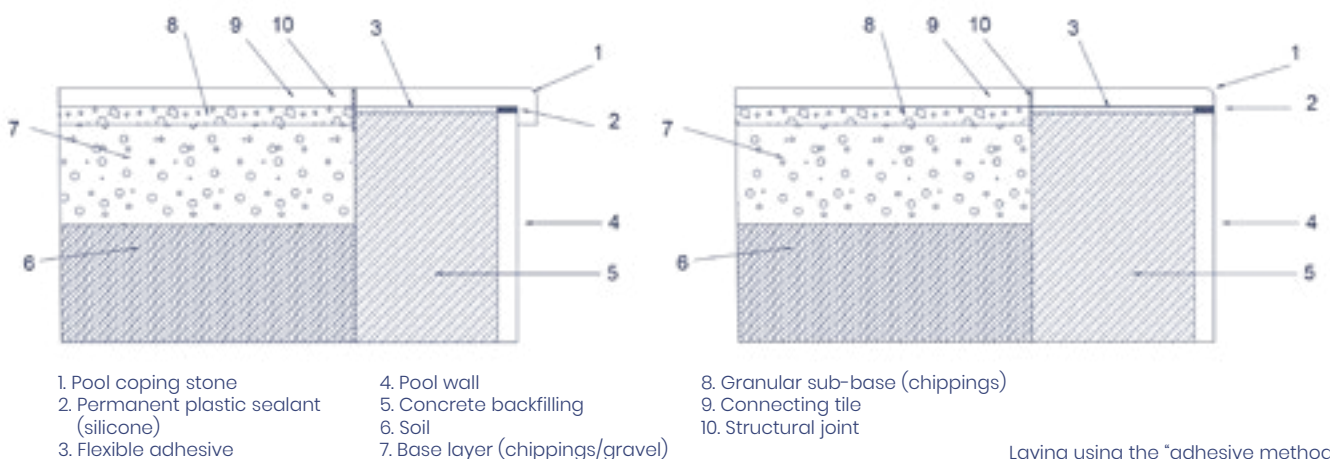
### Laying the Croisette, Licia, Margo, Solum and Aquitaine Weser Waben® pool coping stones

Here, in addition to the matching-coloured elements, plasto-elastic joint sealant or other commercially available grout can also be used where suitable. Before laying the elements, the concrete substrate must have sufficiently hardened and the fundamental shrinkage complete. This is usually the case at least one month after the substrate has been created. Tiles can be laid either by using adhesive or placing them in the mortar bed while still wet. Before laying, roughen the underside of the tiles with a wire brush to increase adhesion.

After the concrete has sufficiently hardened, the pool coping stones can be laid using the "adhesive method" with suitable, plastic-modified midbed flexible adhesive. The processing guidelines of the adhesive manufacturer must be observed. However, an average bedding thickness of approx. 10 to 15 mm should be planned if the substrate is particularly uneven.

As an alternative to the adhesive method, the pool coping stones can be laid on a 3 cm-thick, moist mortar bed with a gradient of approx. 2% (= approx. 2 cm/m) to the adjacent surface. In order to achieve optimal adhesion, the concrete substrate and underside of the slab must feature a bonding bridge and laid in the bedding mortar while still wet. This results in stronger adhesion between the pool coping stones and mortar bed.

Since cutting may be required at the construction site, it is recommended to loosely lay the coping on the edge of the pool in order to determine the most suitable location for a cut. The coping should generally be laid before laying any adjacent flooring. Make the cut from one tile at a time to avoid dimensional differences caused by cutting.



### Laying the Margo, Solum and Aquitaine WESERWABEN® pool coping stones

When laying these stones, joints with a width of approx. 10 mm must be planned and created between the elements. The joints should be filled/grouted with suitable joint filler according to requirements at the earliest 24 hours after

laying. In addition to special matching-coloured elements, plasto-elastic joint sealant or other commercially available grout can also be used where suitable.

Joints can be filled using a pointing trowel, skimming spatula or syringe (depending on the material). A "crunchy", i.e. jointless laying or filling of the joints using slurry is not permitted. Damage caused by these methods cannot be accepted as grounds for complaint. Appropriate expansion

joints with a width of approx. 10 mm must be created for adjacent components and filled as required. In addition, we recommend making an expansion joint on long sides longer than 6 – 8 m and in all the corners.

**TIP**

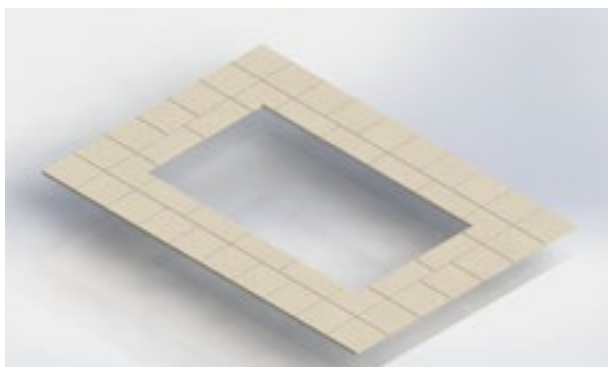
**Calculation:** Finished dimension/radius "pool inner wall surface" = "dimension" specification for edging elements (see available radii). **Example:** For a pool diameter of 500 cm (finished radius "pool inner wall surface" = 250 cm), the edging elements "inner curve R 250" are required.

### Grouting the Licia and Croisette Weser Waben® pool coping stones

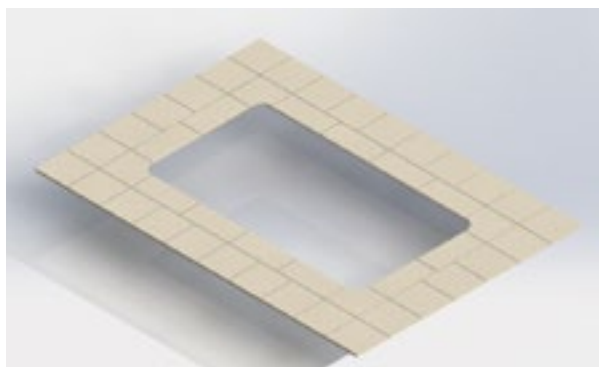
The Croisette and Licia pool coping stones and connecting tiles must be laid with a joint width of at least 3 mm. The joints should be filled/grouted with suitable joint filler according to requirements no earlier than 24 hours after laying. In addition to special matching-coloured elements, plasto-elastic joint sealant or other commercially available grout can also be used where suitable. Joints can be filled using a pointing trowel, skimming spatula or syringe (depending on the material). A "crunchy", i.e. jointless laying or filling of the joints

using slurry is not permitted. Damage caused by these methods cannot be accepted as grounds for complaint. Appropriate expansion joints with a width of approx. 6 mm must be created for adjacent components and filled as required. In addition, we recommend making an expansion joint on long sides measuring more than 6–8 m and in all the corners.

#### Example of laying composite Licia pool coping stones and patio tiles:



Laying with 90° inner corner



Laying with R15 and R20 (inside corner with curve)

(Laying of the 90° inner corner is available for all pool coping ranges, with corner R15 and R20 only for the Licia range)

### Cleaning and care of Croisette, Licia, Margo, Solum and Aquitaine

After laying and grouting, it is advisable to seal the pool coping stones. This keeps the elements looking newer for longer, protects them from dirt and facilitates regular cleaning and care – unfortunately, without this things will be difficult. Weser Waben® offers a special sealant for this purpose which you can obtain from your specialist dealer.

Alternatively, commercially available products can also be used if suitable and always under observation of the manufacturer's specifications. (Water-based) sealant is applied to the dry, dust-free elements as per instructions by rolling or spraying. Depending on the use and weather conditions, re-sealing may be necessary every 2 to 3 years.

Maintenance cleaning should be carried out using neutral to slightly alkaline, commercially available cleaners. Acidic cleaners should be avoided. These can have a negative impact on the sealant and surface of the elements. High-pressure cleaners must not be used when cleaning the elements, as this can damage the surface. Instead, it is recommended to manually "scrub" the pool coping stones using the above-mentioned cleaners and then rinse them with a gentle jet of water (low pressure). The manufacturer's instructions must be observed.

**TIP**

Further information on how to lay the connecting tiles and their "grouting" and "cleaning and care" can be found at [www.weserwaben.de](http://www.weserwaben.de).

# PATIO TILES

Croisette | Licia | Margo | Solum | Aquitaine | Opus

## Laying on unsealed surfaces (option 1)

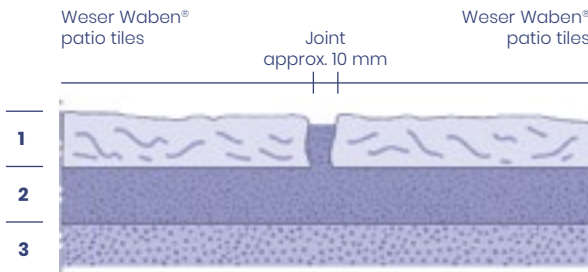
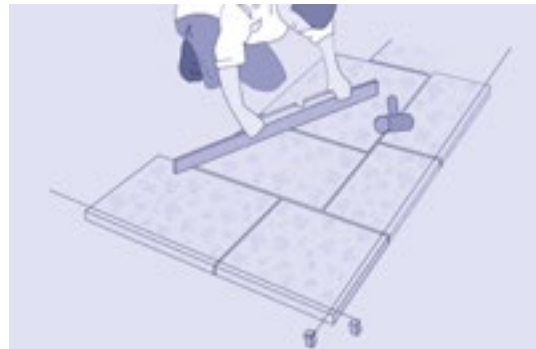


Fig.1: General sketch of Opus patio tiles

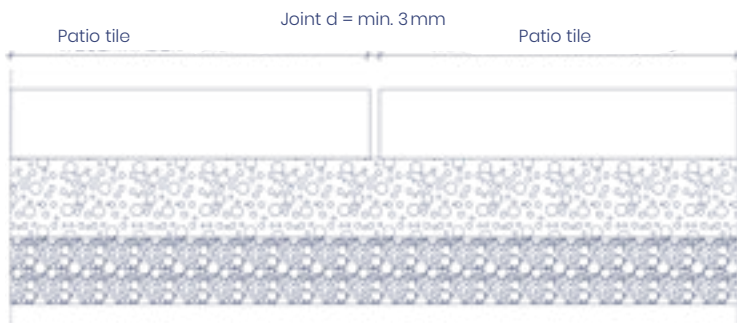
- 1 **Patio tile**  
d = approx. 3.2 cm (or 2.8 cm)
- 2 **Gravel bed**  
made of chippings 0.5 to 3 mm or 2 to 5 mm,  
d = 3 to 5 mm
- 3 **Base layer**  
load-bearing, frost-proof, with  $\geq 2\%$  gradient



The first tile should be placed in the mortar to prevent it from slipping when it is aligned.



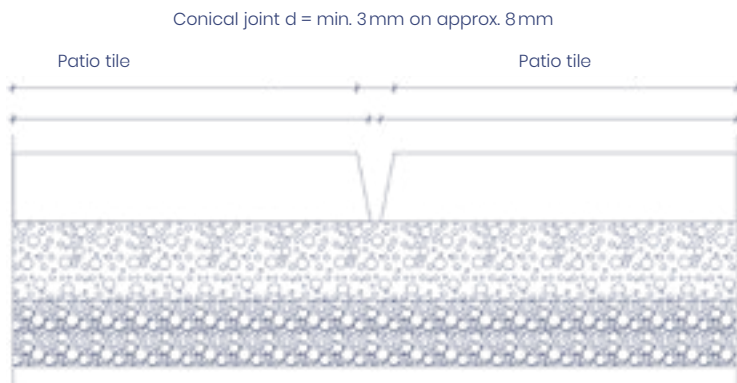
Grout the tiles with a suitable jointing material. Avoid contamination of the surface.



Patio tile Croisette, Licia d = approx. 3 cm

Gravel bed made of chippings 1-3 mm or 2-5 mm, d = 3-5 mm

Strong substrate. Frost-proof, with 2% gradient



Margo, Solum and Aquitaine patio tile d = approx. 3 cm

Gravel bed made of chippings 1-3 mm or 2-5 mm, d = 3-5 mm

Strong substrate. Frost-proof, with 2% gradient

## Laying on chippings or mortar

**General information:** The patio tiles are primarily intended for terraces, balconies and loggias. They are also suitable for access roads and house entrances etc., but not for regular drivable roads.

A suitable, load-bearing and frost-proof substrate is the most important basic prerequisite for creating a flawless tile finish. Before laying, roughen the underside of the tiles with a wire brush to increase adhesion.

In principle, there are three different laying options:

**Option 1:** Unbound construction method on level soil with layers of compacted, load-bearing, permeable, frost-proof substrate in a gravel bed, consisting of 1 to 3 mm or 2 to 5 mm of chippings, on a 20 to 25 cm-thick layer of compacted chipping, gravel and sand (Fig.).

**Option 2:** For permanent, stable laying of the tiles, partially bound construction can be used, including in conjunction with maintenance-free jointing. Here, the tiles are laid in a water-permeable mortar bed or monograin mortar (4–6 cm) while still wet with a bonding bridge applied on the back. A base layer must be created as with the unbound construction

method.

Special case of concrete substrate in the outdoor area. When laying on an existing concrete substructure with an appropriate gradient, covered with masking and insulation where appropriate, (e.g. (roof) terraces, balconies, loggias, etc.) the bound construction method is preferable. A drainage mat underneath the mortar bed is required to avoid waterlogging.

**Option 3:** Laying indoors on unsealed, non-insulated concrete slabs. Here, the tiles are laid with a 1:5 mortar ratio, whereby the mortar consistency should be such that the mortar can spread under the entire tile when tapped in order to ensure a high load-bearing capacity. Suitable joint filler must be used when laying the tiles in the mortar.

In general, "gravel bedding" (option 1) should be given preference over all other laying methods.

## Laying on chippings or mortar

To achieve a harmonious finish, tiles from several pallets should be used at the same time and mixed during laying. When laying the tiles, ensure a sufficient gradient ( $\geq 2\%$ ) and full support for the tiles on the gravel bed.

The patio tiles are handcrafted. Natural materials that are subject to natural fluctuations are processed. Due to these fluctuations within the aggregates, deviations in the colour and texture of the tile surfaces are inevitable, and even desired. They are reinforced by slight height differences in the individual tiles and thus emphasise the natural character.

The dimensional tolerances in the length and width range can be up to approx.  $\pm 3$ -5 mm. A height difference in thickness of up to  $\pm 3$  mm is permissible. The patio tiles must be bedded in using a suitable rubber mallet. A neutral-coloured, non-marking rubber mallet should always be used. An angle grinder (Flex) or waterjet cutter can be used to cut the tiles. Do not use oscillating tools!

**The grouting:** The patio tiles must be laid with approx. 10 mm wide joints! Exception Licia: For the Licia line, a joint width of at least 3 mm must be taken into account! Joint-free laying is not permitted.

Expansion joints must be created between the tile and adjacent fixed components. Expansion joints must also be created for substrate depths of at least approx. 25 m<sup>2</sup>. In the case of the so-called "loose" laying of the tiles in/on the gravel

bed, a jointing material must be used that is adapted to the joint width and bedding material (e.g. chippings 0.5 to 3 mm or 2 to 5 mm). The joints must be filled to saturation with the jointing material. Alternatively, equivalent products from other manufacturers may be used.

The use of grout can temporarily change the surface of the patio tiles (slight shine/more intense colour). In all cases, the manufacturer's specifications must be observed. Dark, damp edges, which may appear on the tiles after laying, are usually due to moisture from the bedding material. These edges will no longer be visible after drying.

The specifications for the patio tiles in m<sup>2</sup> area include the dimensions of the patio tiles, the permissible dimensional tolerances and joint widths. Deviations in the specified joint widths lead to an increased or reduced requirement per m<sup>2</sup>.

# GENERAL TERMS AND CONDITIONS (T&Cs)

## 1. GENERAL

a. The following General Terms and Conditions (T&Cs) apply to the business transactions of the user (hereinafter: User) with its contractor (hereinafter: Contractor) who act as entrepreneurs (§ 14 German Civil Code (BGB)), legal entities under public law and special funds under public law. Separate general terms and conditions apply to the purchase of consumer goods or distance contracts.

b. These T&Cs shall not apply to works with the exception of No. 5 lit. c. of these T&Cs.

c. Deviating terms and conditions or other provisions of the Contractor shall only become effective if the User expressly agrees to them.

## 2. DELIVERY

a. The place of performance for the delivery is the concrete factory, distribution warehouse or the company operating on behalf of the user, unless otherwise agreed.

b. Transfer of risk in the context of purchase contracts

aa. If the place of performance is the concrete factory, distribution warehouse or the company acting on behalf of the user (collectable debt), the risk of damage or accidental loss of the goods shall be transferred upon handover to the Contractor or the third party commissioned by the Contractor to collect the goods.

bb. If the place of performance is the main business premises of the Contractor or another place designated by it (delivery debt), the risk of damage or accidental loss of the goods shall be transferred upon the agreed delivery of the goods.

cc. If the place of performance is the physical address of the Contractor or another place designated by it (sales shipment, § 447 German Civil Code), the risk of damage or accidental loss of the goods shall be transferred upon handover to the freight forwarder or person or entity designated to carry out the shipment.

dd. If the Contractor defaults on acceptance of the goods (creditor default), the risk shall be transferred to the Contractor. This shall not apply if the goods are lost while the creditor is in default due to intent or gross negligence of the User.

c. Transfer of risk in the context of service contracts

a. The User bears the risk until the acceptance of the work. If the Contractor is in default of acceptance, the risk shall pass over to the latter. This shall not apply if the goods are lost or damaged while the creditor is in default due to intent or gross negligence of the User. The risk shall also pass to the Contractor if the requirements of § 650 g para. 1 or para. 2 German Civil Code apply and the work has been made available to the Contractor.

bb. The User shall not be responsible for the accidental loss and deterioration of the material supplied by the Contractor.

cc. If the User sends the work to a location other than the place of performance at the request of the Contractor, the applicable regulation of § 447 BGB shall apply to the purchase accordingly.

d. Unless otherwise agreed, the User reserves the right to carry out orders in partial deliveries, provided that the performance purpose is not impaired and this is reasonable for the Contractor under the circumstances. Non-significant complaints of partial deliveries do not release the User from the obligation to accept the remaining quantity of the ordered goods in accordance with the contract.

e. For deliveries within the scope of an agreed shipping or delivery debt, unless otherwise agreed, suitable access routes to the unloading point and the possibility of immediate unloading are assumed; otherwise, the goods may be returned to the supplier. Any additional expenses incurred as a result shall be borne by the Contractor.

f. If the User is not under obligation to deliver, this shall be suspended as long as the Contractor has not handed over to the User the execution actions required for the respective part of the delivery, as well as all documents necessary or appropriate for the execution of the order, or provided the User with information.

g. Raw materials or energy shortages for which the User is not responsible, strikes, lockouts, traffic disruptions, official orders as well as delivery delays of the upstream supplier, operational disruptions, all cases of force majeure and other circumstances for which the User, its legal representatives and vicarious agents are not responsible that affect the ability to deliver, do not release the User from its delivery obligation for the necessary duration. In this case, the User is also entitled – taking into account No. 4 of these T&Cs – to withdraw from the contract without compensation if its performance becomes impossible or unreasonable or if an end to the impediment to performance is not foreseeable. In this case of withdrawal, the Contractor must be informed immediately of the unavailability and the Contractor's compensation must be reimbursed immediately. In the event of force majeure, the Contractor may also withdraw without the aforementioned restriction.

h. The User is entitled to withdraw from the contract if unexpected and extraordinary (60% or more) increases in raw material and energy costs occur after the order confirmation has been issued, which have an effect on the sales price. In return, the Contractor is entitled to withdraw from the contract if unexpected and extraordinary (60% or more) decreases in raw material and energy costs occur after the order confirmation has been issued, which have an effect on the sales price.

p. If, despite due care, the objective creditworthiness of the Contractor becomes apparent to the User only after the conclusion of the contract or if the Contractor's financial circumstances deteriorate after the conclusion of the contract and the User's claim to performance is thereby endangered, the User is entitled – taking into account No. 4 of these T&Cs – to withdraw from the contract without incurring liability for damages.

## 3. MATERIAL DEFECTS

a. The goods are free from material defects if they have the agreed quality at the time of transfer of risk. Insofar as their condition is not agreed, the goods are considered free from material defects if they are suitable for the purpose stipulated in the contract. Otherwise, the goods are considered free from material defects if they are suitable for normal use and have a quality that is customary for similar goods and which the buyer can expect according to the type of goods. If the User supplies a different item or a quantity that is too small, this is equivalent to a material defect.

b. The Contractor must immediately examine and check whether the goods are in perfect condition and complete, and must immediately report any visible defects. Hidden defects are to be reported immediately after their discovery. Complaints and assertion of alleged claims must in any case be made before processing, combining or mixing and within the warranty period. The provisions of § 377 of the German Commercial Code (HGB) shall apply under the conditions specified therein.

c. In the case of complaints of defects, the Contractor may withhold payments to an extent that is in reasonable proportion to the material defects that have occurred, whereby, as a general rule, the costs required for rectifying the defect are not more than double. The Contractor is only entitled to withhold payments based on defects if a justified complaint is made. If the notice of defect was unjustified, the User is entitled to demand reimbursement of the expenses incurred by the Contractor.

d. The delivered goods may differ slightly from the samples and brochure illustrations presented to the Contractor prior to conclusion of the contract. Colour deviations from brochure illustrations are due to the technical design. The use of natural additives may cause variations in the composition of the products, such as minor fluorescence, colour variations, burs, pores, cavities or surface cracks.

Minor deviations, changes and tolerances do not constitute a deviation from the agreed or customary nature – with the exception of incorrect deliveries – provided the DIN standards are met.

e. In case of services or partial services that exhibit a material defect that occurs within the period of limitation and whose cause was already present at the time of the transfer of risk to the Contractor, the User shall

aa. in the case of a purchase contract, repair or replace it free of charge as chosen by the Contractor;

bb. in the case of service contracts, repair or replace it free of charge as desired;

The provisions of § 439 BGB shall apply to purchase contracts and the provisions of §§ 635, 637 BGB shall apply to service contracts.

f. The User must always first be given the opportunity to rectify the defect, unless this is unreasonable for the customer. If supplementary performance in the sense of § 440 BGB or § 636 BGB fails, the Contractor, irrespective of any compensation claims, may withdraw from the contract or reduce payment.

g. Claims by the Contractor due to expenses required for supplementary performance, particularly transport, travel, work and material costs, are excluded, to the extent that these expenses increase disproportionately because the goods delivered were subsequently moved to a different location, except where the transport is according to its intended use.

h. Only in urgent cases, risk to operational safety and to prevent further damage, whereby the User must be informed immediately, or if the User is in default with rectifying the defect, the Contractor can immediately rectify the defect itself or have it rectified by third parties and demand reimbursement from the User of the costs required to rectify the defect. The provisions of § 637 BGB remain unaffected.

p. The Contractor shall only be entitled to reimbursement of the necessary expenses in accordance with § 439 (3) BGB if the Contractor has installed the goods in accordance with the User's specifications, or otherwise in accordance with the type and purpose of use.

j. Further claims of the Contractor for damages due to defects are excluded. This does not apply if

aa. liability is mandatory, e.g. under the Product Liability Act,

bb. the User fraudulently concealed a legal or material defect or assumed a guarantee for the nature of the goods,

cc. the damage is caused by intent or gross negligence on the part of the User, its legal representative or vicarious agents,

dd. a culpable violation of the User, its legal representatives or vicarious agents results in damage to life, limb or health.

ee. the damage is caused by a culpable violation of a material contractual obligation (cardinal obligation) by the User, i.e. an obligation whose fulfillment makes the proper execution of the contract possible in the first place.

ff. The provisions in accordance with No. 3 lit. j. of these T&Cs shall apply accordingly to direct claims of the Contractor against legal representatives or vicarious agents of the User. A change in the burden of proof to the detriment of the Contractor is not associated with the above regulations.

k. There are no claims for defects with respect to natural wear and tear or damage for which the Contractor is responsible which arises after the transfer of risk as a result of faulty or negligent treatment, excessive force, unsuitable operating equipment, defective construction work, unsuitable subsoil or due to special circumstances which are not stipulated under the contract. If the Contractor or third parties improperly make changes or repair work, claims for defects shall also not apply to these nor to any

consequences therefrom, unless the User is responsible for this in exceptional cases.

l. The Contractor may not assert any claims made against the User that go beyond the statutory provision insofar as the Contractor has not made any other agreements beyond the statutory claims for defects in the event of a possible resale. Furthermore, No. 3 lit. j. of these T&Cs shall also apply accordingly to the right of recourse.

m. Claims for defects in respect of the purchased item or the work shall become statute-barred one year after delivery or acceptance of the item. The longer time limits of § 438 para. 1 no. 2 (Buildings and objects for buildings), § 445b para. 1 BGB (right of recourse) and § 634 a para. 1 no. 2 (Buildings) shall apply.

n. § 218 BGB applies to the right of withdrawal specified in § 437 BGB and § 634 BGB. Despite the ineffectiveness of the withdrawal in accordance with § 218 para. 1 BGB, the Contractor may refuse to pay the remuneration insofar as it would be entitled to do so on the basis of the withdrawal. If the latter makes use of this right, the User is entitled to withdraw from the contract.

o. § 218 BGB and No. 3 lit. D. of these T&Cs apply to the right of rescission specified in § 437 BGB and § 634 BGB.

p. The Contractor must give the User the opportunity to examine the complaint immediately, in particular to make the defective goods and their packaging available for inspection.

## 4. OTHER CLAIMS FOR DAMAGES

a. Other claims for damages and reimbursement of expenses are excluded. This does not apply if

aa. liability is mandatory, e.g. under the Product Liability Act,

bb. the User fraudulently concealed a legal or material defect or assumed a guarantee for the nature of the goods,

cc. the damage is caused by intent or gross negligence on the part of the User, its legal representative or vicarious agents,

dd. a culpable violation of the User, its legal representatives or vicarious agents results in damage to life, limb or health.

ee. the damage is caused by a culpable violation of a material contractual obligation (cardinal obligation) by the User, i.e. an obligation whose fulfillment makes the proper execution of the contract possible in the first place.

## 5. PRICES, PAYMENT, DUE DATE AND DELAY

a. The prices are quoted ex concrete works or distribution warehouse, excluding installation, assembly, release, freight and packaging, unless otherwise agreed.

b. Discounts and other deductions require a special agreement.

c. If the User has taken over the installation or assembly and nothing to the contrary has been agreed, the Contractor shall bear all usual additional costs, such as travel costs, costs for the transport of tools and personal luggage as well as allowances, in addition to the agreed remuneration.

d. The User is not obliged to accept bills of exchange. Accepted bills of exchange may be returned by the User to the Contractor prior to expiration and, if due, demand immediate cash payment. The user may refuse to accept cheques if there are reasonable doubts about the cover. Acceptance is always only on account of performance.

e. The provisions of § 366 BGB apply.

f. The Contractor may only offset undisputed or legally established counterclaims.

g. In the case of a purchase contract, the invoice amount - unless otherwise agreed - is due immediately after receipt of the goods. In the case of a service contract, the provision of § 641 BGB shall apply; in the case of a construction contract, the provision of § 650g para. 4 BGB shall apply. The Contractor shall be in default at the latest if it does not pay within 30 days of the due date and receipt of an invoice or equivalent payment statement.

h. A monetary debt shall be subject to interest during the delay in payment, without prejudice to further claims. The interest rate is at least eight percentage points higher than the respective base rate of the Deutsche Bundesbank. If there is evidence of a higher interest loss, this is to be reimbursed.

## 6. INTELLECTUAL PROPERTY RIGHTS, COPYRIGHTS AND DEFECTS IN TITLE

a. The User shall not be liable for infringements of industrial property rights which occur due to the use of the products supplied which cannot be foreseen by the User or as a result of the Contractor changing them or at the Contractor's request.

b. Moreover, if at the time of the transfer of risk there is a violation of industrial property rights for which the User is liable, the User shall guarantee by subsequent performance that the User:

aa. modifies the products in such a way that a third-party property right is no longer infringed and the functioning or use of the products is not unreasonably impaired;

bb. replaces the infringing goods with products whose contractually agreed use is not protected, insofar as this is reasonable for the Contractor;

cc. that conforms to the purpose of this contract or is sufficient to use it.

c. Further rights and claims of rescission, withdrawal and/or damages exist only on the basis of these T&Cs and supplementary statutory regulations.

d. The Contractor is obliged to inform the User in writing at the earliest possible point in time if a third party asserts a property right with regard to the products covered by the contract or asserts a right in court or out of court. Prior to the recognition of a claim due to an alleged infringement of industrial property rights, the User must be given the opportunity to comment. Upon request, the User must be given the authority to conduct the negotiation or legal dispute with the third party on its own account and on its own responsibility.

e. If the Contractor violates its obligation from the above lit. 6 d., it is liable to the User for the resulting damage. Claims in accordance with lit. 6 b. and c. are excluded in this respect.

f. The Contractor's claims shall be excluded if it is responsible for the infringement of the industrial property rights.

## 7. SECURITY RIGHTS

a. The User reserves ownership of the delivered goods until the purchase price or remuneration has been paid in full and, in the case of bills of exchange or cheques, until they have been cashed.

b. If the value of the goods subject to retention of title or of the securities given exceeds the total amount of the claims by more than 20%, the User shall be entitled to release or transfer back to the extent required by the Contractor.

c. The Contractor is obliged to treat the goods subject to retention of title with due care. If this obligation is significantly violated, the User is entitled to demand immediate surrender.

d. The Contractor may resell or process the goods subject to retention of title to its customers in the normal course of business. In return, the Contractor assigns its claims against the relevant customer up to the amount of the User's claim against the Contractor for the delivery of the relevant goods. The authorisation for resale and processing shall cease to apply if the Contractor agrees with its customers a prohibition on assignment.

At the request of the User, the Contractor must, as soon as it is in default, notify its customers of the relinquishment and provide the User with the necessary information and documents.

e. As long as the retention of title exists, the processing of the reserved goods for the User shall take place.

The User is entitled to ownership or co-ownership, §§ 947, 950 BGB, of the resulting new item.

f. In the case of combining or mixing goods subject to the retention of title with other items, the User shall be entitled to co-ownership of the new item at a ratio of the value of the reserved goods to the value of the other items at the time of combining or mixing, § 948 BGB.

g. The new item resulting from processing, combining or mixing shall be deemed to be goods subject to the retention of title within the meaning of these terms and conditions.

h. If the delivered goods or goods produced therefrom are installed in the property of a third party in such a way that they become essential components of the property, the claims of the Contractor against its customers in the amount of the purchase value of the installed reserved property in lieu of these items shall pass to the customer in order to secure the claims of the User, without the need for a special declaration of assignment. The claims are transferred at the time they arise.

p. The assertion of the retention of title, a repossession or seizure of the delivery item by the User does not constitute a withdrawal from the contract. In the event of a return, the User is entitled to utilise the items as best as possible after prior warning and a reasonable deadline have been set. The proceeds thereof shall be deducted from the claims of the User after deduction of reasonable realisation costs.

## 8. CONSULTING

a. Technical advice is not the subject of the purchase or service contracts. Binding technical advice requires a separate written consultation agreement. Technical advice shall not release the Contractor from its obligation to process the delivered goods in a proper and professional manner.

b. Delivered designs and other proposals, drafts, drawings and tools shall remain the property of the User and, as well as any other documents that have been made available, may not be made accessible to third parties – even in part – without consent.

## 9. FINAL PROVISIONS

a. The place of jurisdiction – including for litigation on bills of exchange, cheques and documents – is the registered office of the User.

b. The law of the Federal Republic of Germany shall apply to the contractual relationship, under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

**WESER Bauelemente-Werk GmbH**  
Alte Todenmanner Strasse 39  
D-31737 Rinteln, Germany

Phone: +49 (0)5751 9604-66  
sales@weserwaben.de

[www.weserwaben.de](http://www.weserwaben.de)

