



LIMITED LIABILITY WARRANTY

PHOMI® TM , a Headwaters Company, warrants to direct supply distributors for unfired Flexi clay cladding and flooring (collectively referred to in the remainder of this document as, the “product” or the “products”) will be free of manufacturing defects for a 10 year period from the date of purchase when subject to normal use on structures conforming to local building codes and when installed in accordance with Phomi’s installation instructions . This warranty covers only manufacturing defects in **PHOMI®** cladding and flooring.

This warranty covers that many products produced by **PHOMI®** will have similar performance comparing to the latest testing report by SGS organization. This warranty does not cover products exclusively for interior installation, such as Ink Painting Stone, Golden Lolite etc, (please consult **PHOMI®** Representatives for products not included in this warranty list), in which **PHOMI®** uses water-based color paste on the surface to boost the product colors.

LIMITATIONS

PHOMI®’s manufacturing process has been designed to imitate the random beauty and nature of real stone. As such, stone surfaces may contain small air holes or surface anomalies. These differences add to the overall character of the stone and are not considered to be a manufacturing defect. Every piece MCM product inherently lack uniformity and is subject to variation in aesthetics, color, finish, thickness, density etc. It is normal if products contain few Residual mesh fringed which does not affect installation and are not considered to be a manufacturing defect. It is normal if product size has small variation on diagonal (less than 3 mm) and are not considered to be a manufacturing defect. It is normal that there is some color variation occurs on products within the same production batch or across different production batches. These variations add to the overall character of the stone and are not considered to be a manufacturing defect.

Wear and tear consistent with normal gradual deterioration on **PHOMI®**’s cladding and flooring are also not considered a manufacturing defect. Normal gradual deterioration is defined as the following including but not limited to any colored surface to fade, chalk, or accumulate dirt or stains when exposure to sunlight and extremes of weather and atmosphere, The severity of any condition depends on the geographical location of the building, the cleanliness of the air in the area, and many other influences over which **PHOMI®** has no control.



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OTHER CONDITIONS

This warranty replaces all other oral or written warranties, liabilities or obligations of **PHOMI®** hereby disclaims any implied warranty of merchantability or of fitness for a particular purpose. in no event **PHOMI®** shall be liable for consequential or incidental damages of any kind, including any damage to the building, its contents or any persons therein, resulting from the breach of the warranty. **PHOMI®** does not authorize its field representatives, distributors or dealers to make any change or modification to this warranty. some states do not allow limitations on, or the exclusion of, incidental or consequential damages, so the above exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

PHOMI® reserves the right to discontinue any products at any time.

OTHERS

The distributors may be required to submit a sample of any defective material to for laboratory analysis. will then investigate the claim and examine the material claimed to be defective. If a defect covered by this warranty is confirmed, within a reasonable amount of time after the inspection, will satisfy its obligations under this warranty and must be allowed a reasonable opportunity to determine and fulfill its obligations under this warranty before the users or others make any repairs.



PHOMI MCM CO.,LTD

