



LIMITED LIABILITY WARRANTY

Magic Stone®, a green building 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” of the “product”) 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 Magic Stone’s installation instructions. This warranty covers only manufacturing defects in **Magic Stone®** cladding and flooring.

This warranty covers that many products produced by **Magic Stone** 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 **Magic Stone®** Representatives for products not included in this warranty list), in which **Magic Stone®** uses water-based color paste on the surface to boost the product colors.

LIMITATIONS

Magic Stone'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 MS 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 **Magic Stone®'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 **Magic Stone®** has no control.

This warranty does not provide protection against any failure, defect, damage or injuries of any type, caused directly or indirectly by situations and events as the following including but not limited to:

- Cut by something sharp, impressed by something heavy.
- Misuse, abuse, neglect or improper handling or storage;
- Installation or defects resulting from installation not in strict compliance with manufacturer's instructions;
- The improper use of the product including the use of unapproved accessories, consumables, hardware, or software which were not manufactured by or approved in writing by **Magic Stone**.
- Inadequate or improper maintenance of the product; including placing deposits of solids or liquids which may cause deterioration of the product.
- Any modifications of the product which was not authorized in writing.
- Impact of foreign objects, fire, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God;
- Defects in, failure of, or damage to the wall, flooring or material on which the product was installed caused by movement, distortion, cracking or settling of the wall or material or the foundation of the building;
- Application of water under pressure (power washing) to the product or submersion of products under water.

- Contact with chemicals or paint, any staining or oxidation, and discoloration due to contaminants in the air or lightening or darkening of color due to curing of the product.
- Use of any sealing or coating on the MCM other than one that is silane or siloxane based in strict compliance with sealant manufacturer's instructions.
- Any damage due to alkalis in the mortar, grout or substrate.
- The customer does not like after installation due to color, edging styles or other opinions based on personal preference.
- Any other cause not involving manufacturing defects in the material manufactured by PHOMI.

Magic Stone shall not be liable for any labor charges associated with removal of defective product or installation of replacement product.

Magic Stone shall not be liable for charges incurred to dispose of product that has been removed and replaced.

Magic Stone shall not be liable for all shipping and transportation charges incurred in returning defective products, together with the cost of returning them to the consumer.

Magic Stone shall not be liable for any claims arising from the use of mortar or grout regardless of where or from whom the mortar or grout was obtained or who installed it.

Magic Stone shall not be liable for loss of time, inconvenience, incidental expenses (such as telephone calls) included in the removal or re-installation of the affected material, and any other incidental or consequential damages.

OTHER CONDITIONS

This warranty replaces all other oral or written warranties, liabilities or obligations of **Magic Stone®** hereby disclaims any implied warranty of merchant-ability or of fitness for a particular purpose. In no event **Magic Stone** 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. **Magic Stone®** 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.

Magic Stone 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.



MAGIC STONE GREEN BUILDING MATERIAL CO., LTD

