

BioBasedTiles (Biolith)

# Limited Warranty







# Biolith Tile Limited Warranty

## Limited Warranty

Biomason Denmark ApS ("**Biomason**") warrants that the Biolith tile ("**Product**") supplied to the customer ("**Customer**") are fit for use as non-structural, decorative thin tiles. Biomason will provide a 5-year limited warranty ("**Warranty**") to the Customer against manufacturing defects from the date on which the works are handed over and limited so that Biomason's liability ends no later than six years after the Product is delivered to a warehouse or sold to a third party. This Warranty is for the Product used in interior applications on either vertical or horizontal surfaces, as described in Biomason's product specifications. For the avoidance of doubt, Biomason's Terms and Conditions shall apply on this Warranty.

Biomason materials are a natural product and exhibit unique characteristics. They are manufactured to produce characteristic architectural effects resulting from non-uniformity in the color and texture of individual units. Units may include surface anomalies or purposely- introduced texture that enhances the units' appearance; these are not considered manufacturing defects.

No alterations to the original product – except cutting for installation – are allowed and such altered products are not covered under the Warranty.

**WHAT IS NOT COVERED** This Warranty does not apply to failure, damage, deterioration, color change, or changes in appearance from:

- Normal wear & tear and aging;
- Acts of gross negligence or misuse by the owner, installer, or any third party;
- Poor workmanship during installation of the Product, during installation of other products at the project site, or during renovations occurring after installation that affect the component of the property in which the Product was installed;
- Improper building practices, including engineering and design, that result in structural defects;
- Non-compliance with applicable building codes by the builder, installers, or other subcontractors;
- Improper maintenance or cleaning of the Product;

- Applied sealant if such sealant is the cause of the failure, damage, deterioration, color change, or changes in appearance of the Product;
- Chipping, splitting, or other breakage caused by impact, overloading, or abrasion;
- Events beyond the parties' control, including but not limited to theft, vandalism, or civil unrest, as well as natural forces, including but not limited to fire, flood, storm, earthquake, tornado, hurricane, or lightning strike;
- Standing water or improper drainage;
- Environmental effects, including but not limited to UV exposure, acid rain, or other pollution;
- Insects, animals, pests, birds, or rodents.

All products shall be subject to normal manufacturing variances. Products may vary in details of design and construction from descriptions in product literature or from any sample, display, or model whether provided to the Customer in print or digital media formats. This Warranty also does not cover replacements or credits if the Customer decides before or during installation that the selected color or texture is no longer desirable.

**INSTALLATION** Products should be installed according to Biomason's Installation Guide and used for the same application for which the Customer purchased the Products.

**CLEANING AND MAINTENANCE** When cared for and maintained properly, the natural aging process of the Products enhances the beauty and uniqueness of your project. Care and maintenance of the Products must be in accordance with Biomason's Care & Maintenance Plan, which will be provided to the Customer upon delivery. Biomason reserves the right to modify and/or update its Care & Maintenance Plan and shall promptly notify the Customer in writing of such modifications and updates.

**TRANSFERABILITY OF WARRANTY** This Warranty may be transferred if, during the Warranty term, the Customer (i) sells its home to a new owner, or (ii) sells or otherwise transfers to another party its ownership or management interests in the structure into which the Products were installed. To effectuate such transfer, the new owner must provide ninety (90) days' written notice



**TRANSFERABILITY OF WARRANTY CONT.** to Biomason regarding either (i) the original sales receipt or other documentation (to be deemed acceptable at Biomason's sole discretion) showing proof of purchase of the Products, including date of sale, or (ii) the change in ownership or management of the structure, including proof of change in ownership or management. Biomason, at its sole discretion, may elect to inspect the structure before the transfer. Upon timely registration with Biomason, the new owner will be limited to the number of years remaining on the Warranty.