

**VICOSTONE** 

**COMMERCIAL  
LIMITED  
10 YEAR WARRANTY**



## COMMERCIAL LIMITED 10 YEAR WARRANTY

The following is considered as the agreement on terms and conditions of warranty between you – the customer and A&A GREEN PHOENIX JOINT STOCK COMPANY (hereinafter referred to as “PHENIKAA”)

You acknowledge that you have read, understand and agree to all terms and conditions of this warranty before ordering any VICOSTONE® Engineered Stones material.

PHENIKAA, at its sole discretion, warrants any VICOSTONE® Engineered Stones slab against manufacturing defects, for A PERIOD OF TEN (10) YEARS from the original date of installation.

This warranty is non-transferable. It was issued to, and only warrants to, the Original Registered Owner of the structure in which a VICOSTONE® Engineered Stones has been originally installed. For your warranty to be in effect, you must contact your local distributor, from whom your product was purchased, to activate your warranty within thirty (30) days of installation. Alternatively, you can manually activate your warranty by registering the installed material at our website: [www.vicostone.com](http://www.vicostone.com).

## SCOPE OF WARRANTY APPLICATION

- » This warranty will only apply to VICOSTONE® Engineered Stones which are produced by PHENIKAA and provided by PHENIKAA's official distributors.
- » PHENIKAA warrants only materials that are permanently installed and used in commercial structures that have not been moved or altered from where they were originally installed.
- » This limited warranty applies only to materials that have been paid in full.
- » VICOSTONE® Engineered Stones must be maintained, according to Care and Maintenance guidelines set forth by PHENIKAA, to be eligible under this warranty. Abuse of any kind will void any claim that is made due to defect.



## WARRANTY EXCLUSIONS

- » PHENIKAA does not warrant for any products that are used outdoors or in weather conditions that are out of the ordinary limitations of the products. Direct and constant exposure to the sun may cause differences in the appearance of the material and therefore should be avoided.
- » This warranty does not cover VICOSTONE® Engineered Stones that are used as material for flooring, or are installed in boats, ships, recreational vehicles, steam rooms and/or indoor pools.
- » PHENIKAA does not warrant products in special finishes (including honed, leather, eggshell or brushed finishes). These products require special attention in daily use and maintenance, thus, they are not suitable for public or commercial projects.
- » PHENIKAA does not warrant issues or failures relating to transportation, fabrication or installation of the material including, but not limited to, appearance or performance of seams, caulking, etc. Please contact your fabricator/installer for claims of this type.
- » This limited warranty does not cover products exposed to abnormal use or conditions, or abuse in any way. "Abnormal use or conditions" includes, but is not limited to, cracks that occur from thermal shock from the use of hot pots, skillets or other hot items placed directly on the surfaces; damages from exposure to ultraviolet light, physical or chemical abuses, acid etching, damages from improper care and maintenance or damages from chipping, cracking, scratches, impact damages or breakings due to customer abuses.
- » PHENIKAA cannot be held responsible for temporary marks including, but not limited to, any fingerprints, cup stains or any other stains/marks derived from daily use of these materials. Some marks are extremely difficult to cleanse if they are left on VICOSTONE® Engineered Stones, especially on surfaces in special finishes (including honed, leather, eggshell or brushed finishes), without any cleaning effort within the first 24 hours. Please read our care and maintenance guide carefully to obtain the best maintenance method.

- » PHENIKAA will not warrant any damages or flaws of the material that are the result of modification of the materials including, but not limited to, bending, curving, milling, reducing the thickness of the materials or alternating any factory applied finishes. This warranty does not cover any repairs, modifications of VICOSTONE® Engineered Stones not made by PHENIKAA and any other materials or products that have been applied, fastened, glued, or adhered in any other way to the VICOSTONE® Engineered Stones.
- » PHENIKAA or its distributors may provide you with samples for general selection. However, samples are only representative and are not an exact replication of what will be installed in your structure. Variations in color, gloss, finish, size, shade, shape, and pattern distribution of natural mineral ingredient, and the tone of background, are inherent and unique characteristics to be expected with this product. Therefore, this limited warranty does not cover these differences between samples and your purchased products. In addition, PHENIKAA does not warrant any products that you, the customer, decide you do not like after installation due to colors, edging styles or other opinions based on personal preferences. If you have any questions regarding to PHENIKAA's products and/or designs, please contact PHENIKAA directly or its official distributors.
- » This limited warranty does not cover any request to repair or replace VICOSTONE® Engineered Stones due to any additional or supplemental repairs or modifications such as, for example, any plumbing, electrical, tile or wall surface modifications.
- » PHENIKAA is not responsible for any damages or injuries caused in whole or in part by acts of nature, job site conditions, architectural and engineering designs, structural movements, acts of vandalism, or accidents.
- » VICOSTONE® Engineered Stones are produced from pure natural mineral aggregates which are adhered with polyester resin with color powder. Thus, there might be some issues originated from the materials' properties such as small spots, abnormal particle distribution or discoloration on the surfaces. These do not affect the structure or integrity of the material and are not considered as a manufacturing defect or material failure. They hence are not covered by this warranty.

## TERMS AND CONDITIONS OF THIS WARRANTY'S PROCEDURE

- » In the event that VICOSTONE® Engineered Stones are alleged to fail due to manufacturing defects, you – the Original Registered owner need to contact the entity from whom your product was purchased, to claim your warranty within fifteen (15) days. PHENIKAA does not warrant any products which claims are sent after this 15-day period.
- » In order to respond to your claim, PHENIKAA or its authorized agents must be permitted to inspect any material which may or is part of the claimed product. If such permission is declined, PHENIKAA will not proceed to warrant your product.
- » If there should be a failure due to a manufacturing defect, PHENIKAA or its authorized agents reserve all the rights to all decisions regarding to the warranty of your product, including the decision to repair or replace the material. PHENIKAA is the manufacturer of VICOSTONE® Engineered Stones. We only sell products in slab form to the market. Thus, in case of replacement, we will only be responsible to provide free VICOSTONE® Engineered Stones in slabs, equivalent to the number of defective slabs. To the maximum extent permitted by law, PHENIKAA does not cover the costs for transportation, fabrication, installation, or any other costs caused by any losses of direct, indirect, consequential, incidental, special, exemplary, or punitive damages arising out of the use of, or inability to use the VICOSTONE® Engineered Stones.
- » Exact color, consistency and shade may vary from slab to slab, and we cannot guarantee that the material replaced will be the exact match to the originally installed material. Under the terms of this warranty, PHENIKAA, at its sole discretion and in regard to its current stock for replacement, reserves the right to provide replaced material with a color and design match that is as close as reasonably possible to the original material. Should the product be unavailable or discontinued, a suitable replacement will be made from material that is within the same quality and price range as the warranted product.

## VALIDITY

- » The above represents the entire commercial warranty for the VICOSTONE® Engineered Stones material and will supersede any other warranty or representation, both oral and written. PHENIKAA disclaims any and all other warranty that has been made with respect to VICOSTONE® Engineered Stones. No other person, company, representative, dealer, fabricator, or distributor will be allowed to make any promises or commitments regarding to terms and conditions of warranty for VICOSTONE® Engineered Stones.
- » PHENIKAA reserves the right, at its sole discretion, to change, modify, add or remove portions of this Warranty, at any time without notice to you. These changes, modifications, addition or removals will be in effect as they are announced on PHENIKAA website: [www.vicostone.com](http://www.vicostone.com) and will be applied for all VICOSTONE® Engineered Stones which are sold thereof. Regarding to any material which is sold before such changes, modifications, addition or removes, you have the right to choose either the previous warranty policy or the latest version.

## APPLICABLE LAW

The terms and conditions of this limited warranty is governed by the laws of Socialist Republic of Vietnam. PHENIKAA is not liable or responsible for any conflicts of law provisions in consumer protection of your country/territory of residence. If any terms in this Privacy Policy are found by a competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Policy will be unaffected. You agree to submit to the jurisdiction of the courts located in Vietnam, for the resolution of all disputes arising from or related to this warranty.

## CONTACT US

To obtain the best service under this limited warranty, contact the entity from whom you purchased your VICOSTONE® Engineered Stones or contact PHENIKAA directly via:

### **A&A GREEN PHOENIX JOINT STOCK COMPANY**

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