

Modern Materials Warranty for UPHO, PHOMI, ESOD MCM Products

MODERN MATERIALS Warranty:

Modern Materials, LLC warrants that our products meet or exceed the Technical Characteristics and Product Specifications as listed in the current PHOMI, UPHO, ESOD Technical Manual. We also warrant our Modified Clay Material to comply with any representations made in our product literature and to be reasonably free from manufacturing defects. Shade variation is not a manufacturing defect. Warranty only applies to products that have been paid for in full.

Residential 10 Year Limited Warranty:

Modern Materials, LLC warrants to the original purchaser that it will provide replacement material or refund the purchase price at our discretion of any product that fails to meet the requirements above. Labor costs for removal of existing product and installation of replacement product is not included. Shade match of the replacement product to that being replaced cannot be guaranteed. This 10 year warranty against manufacturing defects on Modern Materials products purchased is in effect for as long as you own your home and is non-transferable.

Commercial Warranty:

Modern Materials, LLC defines a commercial installation as any structure apart from a dwelling occupied by the owner of the product. We warrant that we will provide replacement material or refund the purchase price at our discretion of any product that fails to meet the requirements above for a period of 18 months from the date of shipment of the product. Labor cost for removal of existing product and installation of replacement product is not included. Shade match of the replacement product to that being replaced cannot be guaranteed.

Warranty Limitations:

Modern Materials LLC or the Manufacturer makes no other warranties, express or implied, including merchantability or fitness for a particular purpose. Purchaser's remedy is limited to replacement as described above, and under no circumstances shall the manufacturer be liable for any loss or damage arising from the purchase, use, or inability to use this product, or for any special, indirect, incidental, or consequential damages. Product failure due to improper installation, intentional or unintentional misuse or abuse or failure to follow the Care Guide will void this warranty. No installer, dealer, agent, or employee of Manufacturer has the authority to modify the obligations or limitations of this warranty.

These warranties give specific legal rights. Since some states have laws governing consumer rights and damages, some of the above limitations may not apply to you, and you may have other rights which vary from state to state. Except for these other rights, the remedy provided under these warranties state the limit of the Manufacturer's responsibilities.

To file a warranty claim:

Send pictures, original receipt, installer information, date of installation and explanation of claim to:

12680 Encino Ct.

Rancho Cucamonga, CA. 91739

Attn: Warranty Dept.

Or Email to: service@uphousa.com