



Econiclay™ Limited Warranty

Effective Date: October 1, 2025

Elementum Surfaces (“Elementum”) is proud to stand behind Econiclay™, a next-generation modified clay surface material, engineered for superior durability, aesthetics, and environmental performance. This Limited Warranty sets forth the sole and exclusive remedies available to Qualified Purchasers of Econiclay™ panels. Please review this document carefully. Elementum Surfaces (“ES”) provides the following limited warranty with respect to Econiclay panels (each, “Econiclay Panel”) manufactured on or after October 1, 2025 (the “Effective Period”) and installed in the United States. For a current list of Econiclay Panel products covered by this warranty, see our website (www.PhomiEconiclay.com). **PLEASE READ THIS DOCUMENT CAREFULLY, AS THIS WARRANTY AND YOUR PURCHASE OF ECONICLAY PANEL IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS BELOW.**

1. Warranty Coverage & Terms

Elementum warrants to each Qualified Purchaser of Econiclay™ panels installed in a qualifying structure, subject to the exclusions and conditions set forth herein:

- (A) **Appearance/Finish** – 10 Years: For a period of ten (10) years from the date of purchase, Econiclay™ panels will remain free from substantial fading, discoloration, surface peeling, and visual deterioration under normal environmental exposure and when maintained as per Elementum’s official Care and Maintenance Guide.
- (B) **Manufacturing Defects** – 10 Years: For a period of ten (10) years from the date of purchase, Econiclay™ panels will be free from manufacturing defects that render them unfit for their intended use, as defined by Elementum’s technical literature and installation instructions.
- (C) **Structural Integrity** – 15 Years: For a period of fifteen (15) years from the date of purchase, Econiclay™ panels will not delaminate, split, or lose structural integrity due to internal failure, under conditions of proper installation, use, and maintenance in accordance with Elementum’s standards.
- (D) **Product Lifespan** – 30 Years: For a period of thirty (30) years from the date of purchase, Econiclay™ panels will not rot, disintegrate, or suffer premature material failure when installed and maintained under normal, intended use conditions, as specified in Elementum’s official product documentation.

Qualified Purchaser: The original purchaser of Econiclay™ panels who installs them in a structure, or a subsequent owner of the structure with installed panels.

Warranty Activation: This Limited Warranty shall be effective only if the Qualified Purchaser registers the product within sixty (60) days of purchase at www.PhomiEconiclay.com/warranty, or by submitting a completed warranty card to Elementum Surfaces. Failure to register within this period may limit or void coverage under this Limited Warranty.

THE FOREGOING WARRANTY IS THE SOLE WARRANTY GIVEN BY ELEMENTUM SURFACES WITH RESPECT TO ECONICLAY PANELS. ELEMENTUM SURFACES DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHERE APPLICABLE LAW DOES NOT PERMIT THE DISCLAIMER OF ANY IMPLIED WARRANTY, THE DURATION OF SUCH IMPLIED WARRANTY SHALL BE LIMITED TO THE GREATER OF NINETY (90) DAYS FROM THE DATE OF SALE OR THE MINIMUM LEGAL DURATION FOR SUCH IMPLIED WARRANTY UNDER APPLICABLE LAW. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

2. Exclusions from Coverage

This warranty does not apply and will be void in the following circumstances: The examples listed below are illustrative and not exhaustive. Elementum reserves the right, in good faith, to determine whether a claim falls within these exclusions based on reasonable inspection.

- Normal Wear and Tear: Deterioration or appearance changes from ordinary, expected aging or usage.
- Improper Storage, Handling, or Installation: Any damage resulting from failure to comply with Elementum’s published guidelines, including storage, handling, or installation errors, and transport damage not attributed to a manufacturing defect.
- Improper Design or Construction: Issues arising from defective or substandard structural supports, movement or settling of the foundation, or other building-related faults.
- Performance of Non-Econiclay Materials: Failures or defects in adhesives, coatings, fasteners, claddings, or any product applied to or used with Econiclay™ panels, not supplied by Elementum.
- Environmental & Unforeseeable Events: Damage from extreme weather, acts of God (e.g., hurricanes, floods, fire, earthquakes, lightning), impact, or long-term immersion.
- Biological Activity: Mold, mildew, fungi, or bacteria growth, unless proven to result directly from a covered manufacturing defect in Econiclay™.
- Vandalism, Theft, and Acts of War: Any damage or loss resulting from vandalism, theft, malicious mischief, riots, civil disturbance, terrorism, or acts of war.
- Improper Cleaning Methods or Abrasives: Damage resulting from cleaning with abrasive pads, sandpaper, wire brushes, steel wool, or high-pressure washing equipment not approved by Elementum.
- Alteration or Modification by Others: Any alteration, cutting, drilling, machining, or other modification of Econiclay™ panels after manufacturing, unless expressly permitted by Elementum’s documentation.
- Installation Not in Accordance with Building Codes: Any installation, use, or application of Econiclay™ panels not performed in compliance with applicable building codes or regulations.
- Color Match/Consistency After Repair or Replacement: Color variation, shading, or gloss differences between original and replacement panels, or panels repaired under warranty.
- Exposure to Extreme Environmental Conditions Beyond Intended Use: Installation in environments with continuous or excessive exposure to industrial pollutants, chemical fumes, salt spray, or other aggressive atmospheres unless specified in Elementum’s product technical documents.
- Structural Movement, Foundation Shifting, or Settlement: Any cracking, bowing, or separation caused by building movement, foundation shifting, or ground settlement.
- Impact Damage from Falling or Thrown Objects: Damage resulting from impact by falling tools, construction debris, or other external objects.
- Moisture Entrapment Behind Panels: Damage, deterioration, or mold/mildew growth caused by moisture or water trapped behind the panels due to improper wall assembly, flashing, or vapor barrier design.
- Failure Due to Insect or Animal Activity: Damage caused by insects, rodents, birds, or other animal activity.
- Force Majeure/Unforeseeable Events: Any loss or damage caused directly or indirectly by any occurrence or condition beyond the reasonable control of Elementum, including but not limited to natural disaster, labor disputes, or supply chain interruption.
- Exposure to Non-Household Chemicals and/or Cleaning Products: Damage, staining, or performance failure caused by exposure to non-household chemicals, industrial cleaning agents, solvents, or any cleaning products not approved by Elementum.
- Exposure to and Damage from Urine or Stool: Damage, staining, odor, or discoloration resulting from installation in, or exposure to, areas where human or animal urine or stool is present or has been present (including bathrooms, pet areas, restrooms, or any surface exposed by accident, misuse, or neglect).
- Stain or Permanent Mark Due to Lack of Proper Periodic Cleaning: Staining, mineral deposits, algae, mold, biofilm, or any permanent mark resulting from lack of regular maintenance, particularly in high-moisture or water-feature environments such as showers, water fountains, fish ponds, spas, pools, or similar installations.
- Submersion in Pools or Spas with Human or Animal Activity: Any damage, staining, or degradation caused by submersion of Econiclay™ panels in swimming pools, spas, or water bodies where human or animal activities have occurred, including any direct or indirect contact with bodily fluids or animal waste.
- Minor Gap Line or Seam Occurrence: The appearance of minor gap lines, seams, or visible joints between panels caused by severe weather, temperature or humidity fluctuation, building material movement, or changes in the indoor environment, so long as structural integrity is not impaired.
- Surface Damage on Flooring from External Objects: Scratches, dents, cuts, tears, cracks, gouges, scuffs, or other surface damage to flooring panels caused by the use, movement, or impact of machinery, vehicles (carts, forklifts, bicycles, scooters), toys, tools, metal objects, furniture, appliances, high-heeled shoes, or similar items, whether accidental or intentional.
- Staining from Graffiti, Oil, Paint, Marker, or Similar Substances: Staining, marking, or permanent alteration of appearance from contact with or application of graffiti, inks, dyes, oils, paints, spray paints, permanent markers, adhesives, or similar substances.
- Damage by Direct Contact with Flame, Fire, Torch Gun, or Heat Gun: Any burning, charring, melting, cracking, discoloration, or deformation caused by exposure to flame, open fire, torch gun, heat gun, or any concentrated heat source.
- Delayed Use: Panels not installed within twelve (12) months of their manufacture date.
- Unapproved Use: Installation or use for purposes not expressly described in Elementum documentation.
- Third Party Acts or Negligence: Damage caused by actions or negligence of third parties, including installers, contractors, or building occupants.
- Natural Characteristics: Minor color variations, surface texture differences, or irregularities typical of modified clay or natural mineral-based panels.

3. Warranty Claims Process

To make a claim under this Limited Warranty, Qualified Purchasers must provide written notice of the alleged issue to Elementum within thirty (30) days of discovery or within ninety (90) days of the occurrence, whichever is earlier, sent to Elementum Surfaces / Econiclay™ Warranty Claims, 20373 Valley Blvd, Suite B-C, Walnut, CA 91789, USA, Attn: Quality Manager Include original purchase documentation, such as invoices, receipts, batch numbers, and proof of installation date. Permit Elementum or its authorized representatives reasonable access (within twenty (20) days) to inspect the affected area. No repair, removal, or alteration should occur prior to inspection. If Elementum’s inspection confirms the product is covered by warranty, Elementum will, at its sole option:

(continued on reverse)



Econiclay™ Limited Warranty

(continued from front)

1. Replace the nonconforming panels,
2. Refund the original, uninstalled purchase price, or
3. If already installed, reimburse reasonable repair/replacement costs, up to two (2) times the original purchase price of affected panels.

These remedies are exclusive and in lieu of all other warranties or liabilities. Purchaser must allow Elementum's inspectors full and safe access to the installation site prior to any alteration, removal, or repair of the panels. Failure to provide such access will void this Limited Warranty.

4. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL ELEMENTUM BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, SUBSTITUTE PRODUCT COSTS, OR PROPERTY DAMAGE, WHETHER IN CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORY. In no event shall Elementum's total aggregate liability, whether in contract, warranty, tort, or otherwise, exceed the lesser of (a) two (2) times the original purchase price of the affected panels, or (b) USD \$25,000 per claim. This limitation shall not apply to personal injury claims caused by a proven product defect. (Some states do not permit the exclusion or limitation of such damages; this limitation may not apply to you.)

5. Non-Transferability

The foregoing warranties are non-transferable and do not apply to any subsequent purchaser of Econiclay Panel or any subsequent owner of a structure. These warranties are not for the benefit of any third parties. This warranty is non-transferable, except where otherwise required by applicable state law.

6. Entire Agreement & Modification

This is the entire warranty between ES and the Qualified Purchaser with respect to Econiclay Panel manufactured on or after October 1, 2025 and supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written, relating to Econiclay Panel manufactured during such period. ES reserves the right to discontinue and/or modify this Limited Warranty at any time without notice; provided, any discontinuation or modification shall not apply to Econiclay Panel purchased prior to such time. Elementum reserves the right to revise product specifications, installation instructions, and this Limited Warranty at any time without notice. Such revisions shall not apply retroactively to previously sold or installed products.

7. Severability

The provisions of this Limited Warranty are severable. If any provision of the Limited Warranty is determined by an arbitrator or court to be unenforceable for any reason, then the unenforceable provision shall be struck, and the other provisions of this Limited Warranty shall remain in full force and effect.

8. Legal Rights

This warranty gives you specific legal rights; you may have other rights which vary by state.

9. Dispute Resolution & Arbitration

ARBITRATION AGREEMENT. PLEASE READ THIS DOCUMENT CAREFULLY. IT AFFECTS LEGAL RIGHTS BY REQUIRING BINDING ARBITRATION, WAIVING CLASS ACTION CLAIMS, AND WAIVING THE RIGHT TO TRIAL BY JURY. By opening the packaging, installing, or using Econiclay™ Panels, you acknowledge that you have read, understood, and agree to be bound by this Limited Warranty, including its binding arbitration clause and class action waiver.

- A. Mandatory Arbitration of Claims.** EXCEPT FOR DISPUTES OF \$10,000 OR LESS, WHICH MAY BE FILED IN SMALL CLAIMS COURT OR ITS EQUIVALENT, ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCTS COVERED BY THIS LIMITED WARRANTY (WHETHER BASED IN CONTRACT, INDEMNITY, STATUTE, REGULATION, TORT OR OTHER LEGAL OR EQUITABLE THEORY) (A "DISPUTE") SHALL BE FINALLY RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE INTERNATIONAL INSTITUTE FOR CONFLICT PREVENTION AND RESOLUTION ("CPR") RULES FOR NON-ADMINISTERED ARBITRATION CURRENTLY IN EFFECT ("CPR RULES"). THAT MEANS A NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE ANY DISPUTE.
- B. Arbitration Rules.** The CPR Rules are available at www.cpradr.org. Notices to initiate arbitration should be sent to CPR in accordance with the CPR Rules with a copy addressed to: Elementum Surfaces, 20373 Valley Blvd, Suite B-C, Walnut, CA 91789, USA, Attn: Quality Manager. Alternatively, you may request that ES initiate the arbitration of a Dispute with CPR by providing written notice of such request to ES at the address above. Any such notice shall describe the nature and basis of the Dispute and the specific relief sought. Except as otherwise noted below for Consumers, the seat of the arbitration shall be Los Angeles, California; provided, if the relief sought is less than \$10,000, you may elect that the arbitration be conducted in person, by phone or on written submissions. The arbitrator shall apply the law of the State of California without reference to choice of law rules, which shall also govern the interpretation and enforcement of this Limited Warranty. The arbitrator shall have the authority to decide issues concerning the scope and enforceability of this arbitration provision, including the arbitrability of any Dispute, and may only award such relief as a court of competent jurisdiction could award. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- C. Additional Terms for Consumers.** The following additional terms apply solely to any individual consumer who is not a builder, contractor, distributor or other person engaged in the commercial installation or resale of the covered product (a "Consumer"). The arbitration will be conducted by a sole arbitrator and will take place in the county where the Consumer resides. ES will pay all arbitration filing fees and arbitrator costs for arbitration with a Consumer, and the Consumer shall not be required to reimburse ES for such fees and costs unless the arbitrator determines that the Dispute was frivolous. The Consumer will be responsible for all additional costs that he or she incurs in the arbitration, including, but not limited to, attorneys' fees (if represented by an attorney) and expert witness fees; provided, ES will pay all fees and costs that it is required by applicable law to pay, including payment of attorneys fees and costs required by applicable law. If the arbitration award for a Consumer is greater than ES's last settlement offer, ES will pay the award amount plus a reasonable attorney's fee up to the lesser of three times the award or \$7,500 (US).
- D. Class Action Waiver.** ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED, AND THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTES TO BE ARBITRATED ON A CLASS, REPRESENTATIVE OR CONSOLIDATED BASIS. YOU MAY NOT PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION AGAINST ES AS A CLASS MEMBER IF THE CLASS ACTION ASSERTS CLAIMS THAT WOULD FALL WITHIN THE SCOPE OF THIS PARAGRAPH 8. If this class action waiver is found to be unenforceable by any court or arbitrator, then the entire arbitration agreement set forth in this Paragraph 8 will not apply to any Dispute between you and ES.
- E. Jury Trial Waiver.** If for any reason the arbitration agreement in this Paragraph 8 is found to be unenforceable, you and ES each expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY OF ANY CLAIM.
- F. Opt-Out Rights.** Notwithstanding any contrary provision of this Limited Warranty, ES reserves the right to opt out of mandatory arbitration if named in a lawsuit by a third party that is a defendant brought by a Qualified Purchaser and to require that all related disputes governed by this Limited Warranty be resolved in such lawsuit.

10. Governing Law

This Limited Warranty shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles.

11. Force Majeure

Elementum shall not be liable for any delay or failure to perform its obligations under this Limited Warranty due to circumstances beyond its reasonable control, including but not limited to natural disasters, war, strikes, material shortages, or government actions.

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