



MEXYTECH LIMITED WARRANTY

有限质量保证

MEXYTECH CO.,LIMITED

MEXYTECH CO., LIMITED
佛山市木新代科技有限公司

2-8, Building B, Torch Innovation Park, Jihua 2 Road, Chanchen District Fosh City, Guangdong China
TEL: 0757-83330850 FAX: 0757-82727850 Web: www.mxytech.com

MEXYTECH LIMITED WARRANTY

THIS LIMITED WARRANTY IS MADE AND GIVEN BY
MEXYTECH CO., LIMITED

本有限品質保證由MEXYTECH CO., LIMITED (MEXYTECH) 編制併發布。

10 YEARS DECREASING WARRANTY FOR
MEXYTECH PE COMPOSITE PRODUCTS IS VALID
FOR MEXYTECH WOOD PLASTIC COMPOSITE
DECKING AND FENCING.

木新代科技PE復合產品的保修期為10年, 適用於木新代科技木塑
複合板和欄杆。

THE LIMITED WARRANTY SETS FORTH THE SOLE
AND EXCLUSIVE WARRANTY BEING PROVIDED BY
MEXYTECH TO ANY CUSTOMER OR USER OF ITS
WOOD PLASTIC COMPOSITE DECKING AND
FENCING. PLEASE READ THIS WARRANTY
CAREFULLY BEFORE PURCHASING, USING OR
INSTALLING YOUR MEXYTECH PRODUCT. THE
LIMITED WARRANTY PROVIDED BY MEXYTECH
CONSTITUTES A BASIS OF THE BARGAIN AND
PURCHASE OF THE MEXYTECH PRODUCT. THE
LIMITED WARRANTY SETS FORTH THE ENTIRE
WARRANTY AND RESPONSIBILITY OF MEXYTECH.
THE PURCHASE AND/OR USE OF ANY MEXYTECH
PRODUCT CONSTITUTES ACCEPTANCE BY THE

PURCHASER AND/OR USER OF AND AGREEMENT TO
THESE TERMS.

本有限品質保證所承諾的品質保證為 MEXYTECH 面向木塑複合板和欄杆的產品客戶或使用者所提供的唯一專有品質保證。

請在購買、使用或安裝MEXYTECH產品前仔細閱讀本質量保證書。
MEXYTECH所提供的本有限品質保證構成MEXYTECH產品的交易與購買
基礎, 並詮釋了MEXYTECH的全部品質保證與保修責任。

購買或使用MEXYTECH的任何產品均構成購買人或用戶對本有限品質
保證書所列全部條款的接受與認同。

[THIS LIMITED WARRANTY, IN SECTION 4, SETS
FORTH A BINDING ARBITRATION CLAUSE AND
CLASS ACTION WAIVER. THE CLAUSE AND WAIVER
WILL IMPACT HOW THE PURCHASER AND/OR USER
MUST PROCEED IN RESOLVING ANY WARRANTY
DISPUTE WITH MEXYTECH.](#)

[本有限質量保證書第 4 條對約束性仲裁進行了說明。如購
買人或用戶與MEXYTECH發生任何質量保證方面的爭
議,均可按前述條款及訴訟規定進行處理。](#)



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2-8, Building B, Torch Innovation Park, Jihua 2 Road
Chancheng District Foshan City, Guangdong China

Tel : 0757-83330850

Fax: 0757-82727850

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A • THE LIMITED WARRANTY

有限品質保證

A-1 MEXYTECH WARRANTS TO THE ORIGINAL PURCHASER (“PURCHASER”, “YOU” OR “YOUR”) OF THE MEXYTECH PRODUCTS NOTED BELOW THAT, FOR THE SPECIFIED WARRANTY PERIOD, SUCH PRODUCTS SHALL, (A) UNDER NORMAL AND PROPER SERVICE CONDITIONS, (B) WHEN INSTALLED IN ACCORDANCE WITH MEXYTECH’S WRITTEN INSTRUCTIONS AND (C) THE CONSUMER/CONTRACTOR ACKNOWLEDGES THAT MEXYTECH COMPOSITE DECKING AND FENCING PRODUCTS ARE NOT STRUCTURAL LUMBER AND THEREFORE MAY NOT BE USED AS SUCH, AND WHEN USED AND MAINTAINED IN AN ABOVE-GROUND APPLICATION, REMAIN FREE FROM MATERIAL MANUFACTURING DEFECTS AND WILL NOT CRACK, SPLINT, DELAMINATE, ROT, OR SUFFER STRUCTURAL DAMAGE FROM FUNGAL DECAY. FOR PURPOSES OF THE LIMITED WARRANTY, THE “ORIGINAL PURCHASER” MEANS THE INDIVIDUAL OR INDIVIDUALS WHO WERE THE OWNERS OF THE REAL PROPERTY UPON WHICH MEXYTECH PRODUCT WAS INSTALLED.

MEXYTECH向以下所列MEXYTECH產品的原始購買人（“購買人”，“您”或“你們”）做出以下品質保證，即在本文所述質保期內，如此等產品(a) 處於正常合理的使用環境下；(b) 已按照MEXYTECH的書面說明書進行安裝，且(c) 購買人已知曉本產品非結構性木材，並不以木材的使用方式進行使用，同時用於地上場合時，不會受到可能造成缺陷的其他材料之影響，也不會產生開裂、碎裂、脫層、腐爛、或受到真菌腐蝕所導致的結構性損傷。為實現本文所

列之有限品質保證，“原始購買人”必須是鋪裝有MEXYTECH產品的不動產之業主。

A-2 THE TERM OF THE LIMITED WARRANTY (“WARRANTY PERIOD”) FOR THE MEXYTECH WOOD PLASTIC COMPOSITE DECKING AND FENCING SHALL BE TEN (10) YEARS FROM THE DATE OF ORIGINAL PURCHASE PROVIDED THAT SUCH PURCHASER MAINTAINS OWNERSHIP OF THE REAL PROPERTY UPON WHICH THE MEXYTECH PRODUCT WAS INSTALLED.

MEXYTECH 木塑复合板和栏杆的有限品質保證期限（“質保期”）均為十（10）年，自產品最初購買之日起算，購買人在此質保期內應持續擁有相關不動產的所有權。

A-3 THE TERM OF THE LIMITED WARRANTY (“WARRANTY PERIOD”) FOR THE MEXYTECH PLASTIC CLIPS SHALL BE TEN(10) YEARS FROM THE DATE OF ORIGINAL PURCHASE PROVIDED THAT SUCH PURCHASER MAINTAINS OWNERSHIP OF THE REAL PROPERTY UPON WHICH THE MEXYTECH PRODUCT WAS INSTALLED.

MEXYTECH塑膠配件的有限品質保證期限（“質保期”）為十（10）年，自產品最初購買之日起算，購買人在此質保期內應持續擁有相關不動產的所有權。

A-4 THE TERM OF THE LIMITED WARRANTY (“WARRANTY PERIOD”) FOR MEXYTECH METAL CLIPS SHALL BE TEN (10) YEARS FROM THE DATE OF ORIGINAL PURCHASE

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PROVIDED THAT SUCH PURCHASER MAINTAINS OWNERSHIP OF THE REAL PROPERTY UPON WHICH THE MEXYTECH PRODUCT WAS INSTALLED.

MEXYTECH金屬配件的有限品質保證期限（“質保期”）為十（10）年，自產品最初購買之日起算，購買人在此質保期內應持續擁有相關不動產的所有權。

A-5 MEXYTECH WRITTEN INSTRUCTIONS ARE AVAILABLE FROM YOUR MEXYTECH DEALER OR YOUR CONTRACTOR OR FROM MEXYTECH OFFICIAL WEBSITE:

WWW.MEXYTECH.COM .

您可從您所在地的MEXYTECH經銷商處或您的承包商處，或MEXYTECH官網www.mexytech.com 獲取MEXYTECH的書面說明。

A-6 IN THE EVENT OF A FAILURE OF THE ABOVE DESCRIBED MEXYTECH PRODUCTS WITHIN THE APPLICABLE WARRANTY PERIOD AS WARRANTED ABOVE, WHEN PROPERLY INSTALLED, USED AND MAINTAINED IN THE MANNER REQUIRED BY THIS SECTION 1, MEXYTECH WILL REPLACE THE NONCONFORMING ITEM IN THE MANNER SET FORTH IN SECTION 2 BELOW.

如上述MEXYTECH產品在質保期內發生上述質保範圍內的不合格情況，且您已按本文第一條所述的方式對產品進行了安裝、使用和保養的，MEXYTECH將按照本文以下第二條所述的方式更換不合格部分。

A-7 THE LIMITED WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY (WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED) MEXYTECH MAKES FOR THE ABOVE

DESCRIBED MEXYTECH WOOD PLASTIC COMPOSITE DECKING AND RAILING. THE LIMITED WARRANTY IS SUBJECT TO ALL TERMS AND CONDITIONS STATED HEREIN AND NO ONE (INCLUDING BUT NOT LIMITED TO A MEXYTECH DEALER, INSTALLER, RESELLER, AGENT OR EMPLOYEE) IS AUTHORIZED TO MODIFY, EXPAND OR ADD TO THIS LIMITED WARRANTY. MEXYTECH MAKES NO OTHER REPRESENTATION, GUARANTEE OR WARRANTY REGARDING ANY MEXYTECH PRODUCT. NO ONE IS AUTHORIZED TO MAKE ANY REPRESENTATION, GUARANTEE OR WARRANTY ON MEXYTECH' S BEHALF, AND MEXYTECH SHALL NOT BE BOUND BY OR LIABLE FOR, ANY REPRESENTATION, GUARANTEE, WARRANTY, OR CONDITION WITH REGARD TO ANY MEXYTECH PRODUCT OTHER THAN AS EXPRESSLY STATED IN THIS LIMITED WARRANTY.

本文所列有限質量保證為MEXYTECH針對上述MEXYTECH木塑複合地板和欄桿做出的唯一質量保證（包括書面與口頭保證，以及所有明示或意涵保證）。MEXYTECH提供的所有質保均以遵從本文所列條款條件為前提，MEXYTECH從未授權任何人（包括但不僅限於MEXYTECH的經銷商、安裝人員、中間商、代理人或員工）對本有限質量保證進行修改、擴充或增加。MEXYTECH從未針對MEXYTECH的任何產品做出任何其他的聲明、保證或擔保，也未授權任何人代表MEXYTECH做出任何聲明、保證或擔保；MEXYTECH對與本文所列產品之外的任何其他MEXYTECH產品相關的任何聲明、保證或擔保均不承擔任何責任，也不受其約束。

MEXYTECH LIMITED WARRANTY

A-8 THIS LIMITED WARRANTY COMPRISES MEXYTECH' S SOLE AND ENTIRE WARRANTY AND OBLIGATION IN CONNECTION WITH MEXYTECH WOOD PLASTIC COMPOSITE DECKING AND RAILING. MEXYTECH DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, OR PERFORMANCE. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT EFFECTIVELY DISCLAIMED ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS, BUT IN NO EVENT WILL EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD.

本有限品質保證構成Mexytech與Mexytech木塑複合地板和欄杆相關的唯一且完整的品質保證與義務。Mexytech據此否認並排除所有其他的明示或意涵品質保證，包括但不僅限於針對產品適銷性、產品是否適用於某一特定目的、產品的品質、條件、適用性、或性能做出的任何品質保證。所有未有效否認的意涵的品質保證，包括產品適銷性以及產品是否適用於某一特定目的等等，都僅限於相關的時效範圍內，且在任何情況下都不得超出相關的質保期外。

A-9 MEXYTECH EXCLUDES AND WILL NOT PAY FOR ANY INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL MEXYTECH BE LIABLE FOR ANY DAMAGES (OF ANY NATURE OR DESCRIPTION WHATSOEVER) WHICH

EXCEED THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT AS ADJUSTED ON THE BASIS OF THE PRORATED WARRANTY SCHEDULE PROVIDED HEREIN.

MEXYTECH對任何附帶或間接損失均不承擔責任，也不會做出任何賠償。任何情況下，如出現缺陷產品，都不得要求MEXYTECH對超出實際採購價格之外的任何損失（無論其性質或情況如何）承擔賠償責任（缺陷產品的採購價格應按本文所列質保計畫按比例進行調整和計算）

B • MEXYTECH CLAIM PROCEDURE

索賠程序

B-1 IN ORDER TO PROCEED WITH A WARRANTY CLAIM AGAINST MEXYTECH, THE PURCHASER MUST SEND TO MEXYTECH A COPY OF THIS WARRANTY DOCUMENT, A COPY OF ORIGINAL PROOF OF PURCHASE, AND PHOTOS OR OTHER SUPPORTING EVIDENCE OF THE DEFECTIVE OR NONCONFORMING MEXYTECH PRODUCT. ALL WARRANTY CLAIMS SHOULD BE FORWARDED TO THE MEXYTECH'S ADDRESS OR EMAIL TO AFTER-SALES DEPARTMENT. PURCHASER'S ORIGINAL PROOF OF PURCHASE MUST BE FROM MEXYTECH OR AN AUTHORIZED MEXYTECH PRODUCT DEALER. THE PROOF OF PURCHASE WAS ALSO SHOW (A) THE DATE OF THE ORIGINAL PURCHASE AND (B) THAT SUFFICIENT MEXYTECH PRODUCT HAS BEEN PURCHASED TO COVER THE NUMBER OF LINEAR FEET OR METER CLAIMED TO BE DAMAGED. ALL WARRANTY CLAIMS MUST BE RECEIVED BY MEXYTECH WITHIN THE APPLICABLE WARRANTY PERIOD AND IN NO EVENT LATER THAN THIRTY (30) DAYS AFTER ANY DISCOVERY OF A POSSIBLE NONCONFORMING NATURE OF OR OTHER FAILURE OF THE MEXYTECH PRODUCT.

在向MEXYTECH提出產品質保索賠時，購買人應向MEXYTECH提交一份本質保檔的影本，以及一份原始購買憑證，和能夠證明MEXYTECH產品存在缺陷或不合格的照片或其他證據。所有質保索賠都應寄達本文MEXYTECH的地址。購買人提供的原始購買憑證必須由MEXYTECH或經授權的MEXYTECH產品經銷商簽發，且購買憑證需顯示 (a) 原始購買日期，並 (b) 證明購買人已購買了足以覆

蓋據稱已受損的直線英尺數或米數的MEXYTECH產品。所有質保索賠都必須在相關質保期內提交給MEXYTECH，且在任何情況下都不得遲於發現MEXYTECH產品可能存在缺陷或其他不合格之後三十（30）天內。

B-2 UPON DISCOVERING A POSSIBLE DEFECT OF ANY MEXYTECH PRODUCT, PURCHASER SHALL, AT PURCHASER'S SOLE EXPENSE, MAKE TEMPORARY REPAIRS OR CORDON OFF THE AREA IN ORDER TO FULLY PROTECT ALL PROPERTY AND PERSONS THAT COULD BE AFFECTED. PURCHASER IS NOT AUTHORIZED TO MAKE ANY PERMANENT REPAIRS OR REMOVE ANY OF THE MEXYTECH PRODUCTS PRIOR TO MEXYTECH HAVING CONFIRMED ITS CLAIM INVESTIGATION AND, SHOULD PURCHASER VIOLATE THESE REQUIREMENTS, SUCH VIOLATIONS SHALL SERVE TO INVALIDATE AND TERMINATE THE LIMITED WARRANTY PROVIDED BY MEXYTECH. NO MEXYTECH PRODUCTS SHALL BE RETURNED TO MEXYTECH UNLESS DIRECTED AND AUTHORIZED BY MEXYTECH IN WRITING TO DO SO. ANY REMOVAL OR DISPOSAL OF DEFECTIVE MEXYTECH PRODUCTS SHALL BE AT PURCHASER'S SOLE COST AND EXPENSE.

一旦發現MEXYTECH產品可能存在缺陷，購買人應自付費用進行臨時修復或將受影響區域隔離起來以保護所有可能受影響的財產或人員。在MEXYTECH確認索賠調查之前，MEXYTECH並未授權購買人進行任何永久性修復或移除MEXYTECH的任何產品；如購買人違反該

規定，此等違反行為將使MEXYTECH所提供的有限品質保證失效並終止。除非MEXYTECH以書面形式要求並授權購買人將MEXYTECH產品退回至MEXYTECH，否則任何人不得進行此等行為。對 MEXYTECH的缺陷產品進行移除或處理所產生的費用由購買人負責。

C • GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

一般條款、特殊條款和限制條件

C-1 PURCHASER'S SOLE REMEDY, AND MEXYTECH'S SOLE LIABILITY TO PURCHASER, FOR (A) ANY CLAIM WHATSOEVER RELATING TO THE MEXYTECH PRODUCT, (B) ANY CLAIMS ARISING OUT OF THE MARKETING, PURCHASE, INSTALLATION, USE, STORAGE, POSSESSION OR MAINTENANCE OF MEXYTECH PRODUCTS (WHETHER SUCH CLAIM ARISES IN CONTRACT, WARRANTY, TORT, GROSS NEGLIGENCE, NEGLIGENCE, STRICT LIABILITY, STATUTES OR REGULATIONS, OR OTHERWISE) OR (C) ANY CLAIMS THAT THE MEXYTECH PRODUCTS FAILED TO PERFORM AS WARRANTED ABOVE, IS AND SHALL BE LIMITED TO MEXYTECH'S REPLACEMENT OF THE DEFECTIVE MEXYTECH PRODUCT. MEXYTECH SHALL NOT BE RESPONSIBLE FOR THE COSTS ASSOCIATED WITH THE INSTALLATION OF THE REPLACEMENT MEXYTECH PRODUCT OR THE DISPOSAL OF THE DEFECTIVE MEXYTECH PRODUCT.

對於 (a) 與MEXYTECH產品相關的任何性質的索賠；(b) 因為MEXYTECH產品的行銷、採購、安裝、使用、儲存、佔有或保養而產生的所有索賠（無論此等索賠是否因為合同、質保、侵權、嚴重疏忽、疏忽、嚴格責任、法令法規或其他原因而產生）；或 (c) 任何宣稱MEXYTECH產品未能達到上述品質保證所述性能的索賠，購買人所能獲得的唯一補救措施以及MEXYTECH應向購買人承擔的唯一責任都僅限於MEXYTECH對存在缺陷的MEXYTECH產品進行更換。

MEXYTECH對因為更換MEXYTECH產品或處理存在缺陷

的MEXYTECH產品而產生的安裝費用概不負責。

C-2 MEXYTECH'S OBLIGATION TO PROVIDE REPLACEMENT PRODUCT SHALL ONLY BE IN AN AMOUNT EQUAL TO THE VOLUME (LINEAR FEET OR METER) OF DEFECTIVE MATERIAL AS LISTED ON THE PRORATED WARRANTY SCHEDULE CONTAINED HEREIN OR THE NUMBER OF DEFECTIVE MEXYTECH FASTENERS. MEXYTECH'S REPLACEMENT OBLIGATION ALLOWS MEXYTECH TO PROVIDE PRODUCTS AS CLOSE IN COLOUR, DESIGN AND QUALITY TO THE ORIGINAL INSTALLATION AS REASONABLY POSSIBLE, IN MEXYTECH'S DISCRETION AND DETERMINATION. PURCHASER ACKNOWLEDGES THAT MEXYTECH DOES NOT GUARANTEE AN EXACT MATCH AS COLOURS AND DESIGNS MAY CHANGE. PURCHASER AGREES TO THE USE OF SUCH FASTENERS AS ADEQUATE FOR REINSTALLATION OF THE FURNISHED BOARD, IRRESPECTIVE OF EXISTING METHOD. IN MEXYTECH'S SOLE AND ABSOLUTE DISCRETION, MEXYTECH MAY, AT ITS OPTION, ELECT TO REFUND THE PERCENTAGE OF THE ORIGINAL PURCHASE PRICE LISTED UNDER RECOVERY ON THE PRORATED WARRANTY SCHEDULE IN LIEU OF REPLACING THE DEFECTIVE PRODUCT.

MEXYTECH提供替換產品的義務僅限於提供與本文所含質保分攤比例計畫中所列的缺陷產品體積（直線英尺或米）相同數量的產品，或與存在缺陷的MEXYTECH配件數量相同的配件。MEXYTECH在履行義務時，可以自行判斷和決定在顏色、設計和品質方面與初裝產品盡可能合理相近

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的產品進行更換。購買人同意，因為產品顏色和設計可能會發生變化，所以MEXYTECH無法保證更換品與原產品完全匹配。

購買人同意使用合適的配件對已鋪裝好的板材重新鋪裝，而無需考慮現有的鋪裝方法。

MEXYTECH可單方面自行決定選擇向購買人退還一定比例的初始購買款，退款比例參照質保分攤比例計畫中所列的退款比例，並因此而無需對缺陷產品進行更換。

C-3 UNDER NO CIRCUMSTANCES

WHATSOEVER SHALL MEXYTECH BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, STATUTORY, SPECIAL, OR OTHER DAMAGES BASED UPON THE MEXYTECH PRODUCTS OR RESULTING, DIRECTLY OR INDIRECTLY, FROM ANY DEFECT IN THE MEXYTECH PRODUCTS, INCLUDING, BUT NOT LIMITED TO DAMAGE TO, DIMINUTION IN VALUE OF AND/OR LOSS OF USE OR ENJOYMENT OF,

ANY PROPERTY OR PART THEREOF, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE, REGULATION OR OTHERWISE, EVEN IF MEXYTECH IS EXPRESSLY ADVISED ABOUT THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN CIRCUMSTANCES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

在任何情況下，購買人都不得要求MEXYTECH對因為MEXYTECH產品或MEXYTECH產品存在的任何缺陷而直接或間接導致的任何直接、間接、偶發、特殊、後果性、懲罰性、懲戒性、法定性、特殊性或其他性質的損害承擔責任，包括但不僅限於因為任何財產或財產的任何部分出現價值減少或使用功能或享受性能損失而導致的損害，無論其是否因為合同、侵權、嚴格責任、法律法規或其他原因而產生，即便MEXYTECH已明確表示可能會存在此等損害時，亦是如此。

Percentage Recovery 賠償比例	10Year of Warranty Claim 10年質保使用年期
100%	1-2 years
75%	3years
50%	4-5 years
25 %	6-7 years
15 %	8-9years
10%	10years

1. *PROVIDE PHYSICAL EVIDENCE TO REPLACE DEFECTIVE PRODUCTS.*

提供實物證據以更換有質量缺陷的產品。

2. *REFUND THE PORTION OF THE ORIGINAL PURCHASE AMOUNT THAT IS DEFECTIVE IN QUALITY IN MONETARY TERMS.*

以貨幣方式退還原購買金額中有質量缺陷產品的部分。

3. *THE COMPENSATION PERCENTAGE IS CALCULATED ACCORDING TO THE ORIGINAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT.*

賠償比例按照有質量缺陷產品的原購買價格計算。

4. *THE LIMITED WARRANTY DOES NOT COVER AND MEXYTECH SHALL NOT BE LIABLE FOR ANY OF PURCHASER'S TRANSPORT INSTALLATION, REMOVAL OR REINSTALLATION COSTS.*

本有限質量保證並不涵蓋購買人因為運輸、安裝、移除或重新安裝而產生的費用，MEXYTECH對此等費用概不負責。

C-4 MEXYTECH DOES NOT WARRANT AGAINST AND IS NOT RESPONSIBLE FOR, AND NO EXPRESS OR IMPLIED WARRANTY SHALL BE DEEMED TO COVER, ANY CONDITION ATTRIBUTABLE TO, IN WHOLE OR IN PART, TO:

- (a) IMPROPER INSTALLATION OF MEXYTECH PRODUCTS,
- (b) FAILURE TO ABIDE BY MEXYTECH'S WRITTEN INSTRUCTIONS,
- (c) FAILURE TO COMPLY WITH ANY AND ALL APPLICABLE LAWS OR BUILDING CODES, INCLUDING BUT NOT LIMITED TO IMPROPER STRUCTURAL SUPPORT, FASTENING, VENTILATION OR GAPPING.
- (d) USE OF MEXYTECH PRODUCTS BEYOND NORMAL USE OR IN AN APPLICATION NOT RECOMMENDED OR PERMITTED BY MEXYTECH'S WRITTEN INSTRUCTIONS AND APPLICABLE LAWS AND BUILDING CODES,
- (e) MOVEMENT, DISTORTION, COLLAPSE OR

SETTLING OF THE GROUND OR THE SUPPORTING STRUCTURE UPON WHICH MEXYTECH PRODUCTS ARE INSTALLED,

- (f) DEFECTS IN OR FAILURE ARISING FROM DECKING STRUCTURE RESULTING FROM WATER CAUSED BY IMPROPER INSTALLATION, WORKMANSHIP, MAINTENANCE OR REPAIR,
- (g) ANY ACT OF GOD (INCLUDING, BUT NOT LIMITED TO, FLOODING, HURRICANE, TORNADO, WIND, EARTHQUAKE, LIGHTNING, HAIL, ETC.),
- (h) DISCOLOURATION, FADING, SPOTTING OR STAINING FROM OR CAUSED, IN WHOLE OR IN PART, BY MOLD, MILDEW, OTHER FUNGAL GROWTH, ORGANIC MATERIALS, METALLIC OXIDES OR PARTICLES (INCLUDING BUT NOT LIMITED TO RUST OR CORROSION OF ANY FASTENERS), DIRT, OTHER ATMOSPHERIC OR ENVIRONMENTAL POLLUTANTS, FOREIGN SUBSTANCES SUCH AS GREASE OR OIL, CHEMICALS (INCLUDING BUT NOT LIMITED TO

THOSE FOUND IN CLEANERS), OR NORMAL WEATHERING (DEFINED AS NATURAL EFFLORESCENCE, EXPOSURE TO SUNLIGHT, WEATHER AND ATMOSPHERIC CONDITIONS WHICH CAUSES ANY COLOURED SURFACE TO GRADUALLY FADE, FLAKE, CHALK, OR ACCUMULATE DIRT OR STAINS),

(i) DAMAGE RESULTING FROM CASUALTY, FIRE OR EXPOSURE TO HEAT SOURCES SUCH AS COOKING DEVICES OR RETRO-REFLECTIVE SURFACES,

(j) THE APPLICATION OF PAINTS,

(k) STAINS, SURFACE TREATMENTS OR OTHER CHEMICAL SUBSTANCES INCLUDING BUT NOT LIMITED TO CLEANERS OR PESTICIDES,

(l) FADING, FLAKING OR OTHER DETERIORATION OF ANY PAINTS, STAINS OR OTHER COATINGS PLACED ON THE MEXYTECH PRODUCTS,

(m) CLIMATE CHANGE, ENVIRONMENTAL CONDITIONS, STATIC ELECTRICITY OR ANY CAUSE BEYOND THE CONTROL OF MEXYTECH,

(n) VARIATIONS OR CHANGES IN COLOUR OF MEXYTECH PRODUCTS,

(o) IMPROPER HANDLING, MAINTENANCE, STORAGE, ABUSE OR NEGLECT OF MEXYTECH PRODUCTS BY PURCHASER OR ANY OTHER PARTY,

(p) ORDINARY WEAR AND TEAR.

(q) FIND MORE QUALITY REGULATIONS FROM APPENDIX ONE AND APPENDIX TWO.

(a) 對於全部或部分因為以下原因而導致的損害，MEXYTECH並不提供品質保證，也對此概不負責，且本有限品質保證也不得被理解成涵蓋任何針對此等傷害的明示或意涵保證：

(b) 未能正確安裝MEXYTECH產品；

(c) 未能遵守MEXYTECH的書面說明；

(d) 未能遵守任何相關法律或建築法則，包括但不僅限於未能實施正確的結構支撐、緊固、通風或間距；

(e) 未能正常使用MEXYTECH產品或將MEXYTECH產品用於MEXYTECH的書面說明或相關法律或建築法則未推薦使用的任何場合；

(f) 鋪裝MEXYTECH產品的地面或其他支撐結構發生移動、變形、坍塌或沉降；

(g) 因為錯誤安裝、施工、保養或維護而導致進水，並因此而導致鋪板結構故障或失效；

(h) 發生不可抗力事件（包括但不僅限於洪水、颶風、龍捲風、風災、地震、雷電、冰雹等等）；

(i) 全部或部分因為霉菌、發霉、其他真菌、有機物、金屬氧化或金屬粒子（包括但不僅限於因為任何配件的生鏽或腐蝕而產生的前述物質）、灰塵、其他大氣或環境污染物、諸如油脂或油類、化學品（包括但不僅限於清潔用品中發現的）等其他雜質、或正常氣候變化（表示自然風化、日曬、以及導致彩色表面鑄件褪色、剝落、粉化、灰塵或污漬堆積的其他天氣和大氣情況）所產生的掉色、褪色、長斑或染色；

(j) 因為意外事故、火災或暴露在諸如烹飪設備或反光表面等熱源環境下而導致的損害；

(k) 使用油漆、染色劑、進行表面處理或使用其他化學品，包括但不僅限於清潔用品或殺蟲劑；

(l) 在MEXYTECH產品上使用的油漆、染色劑或其他塗料的褪色、剝落或其他變質；

(m) 氣候變化、環境條件、靜電或超出MEXYTECH控制能力之外的其他因素

(n) MEXYTECH產品的色差或色變；

(o) 購買人或任何其他各方未能正確處理、保養、儲存或

MEXYTECH LIMITED WARRANTY

使用MEXYTECH產品；

(p) 正常磨損。更多關於產品品質的規定，請查看附錄一，附錄二

C-5 NO WARRANTY IS GIVEN WITH RESPECT TO ANY FASTENERS OTHER THAN THE MEXYTECH FASTENERS. OTHER FASTENERS, WHETHER APPROVED FASTENERS OR OTHERWISE, ARE SUBJECT TO ONLY THE WARRANTIES PROVIDED BY THE MANUFACTURER OF THE FASTENER AND PURCHASER'S SOLE WARRANTY AND REMEDY IS WITH THAT MANUFACTURER.

對於非MEXYTECH提供的配件，MEXYTECH不提供任何品質保證。無論是否通過任何認可，均由其生產商和購買人自己提供品質保證，且相關補救措施由其生產商負責。

C-6 PURCHASER AND/OR PURCHASER'S CONTRACTOR OR REPRESENTATIVE IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF ANY MEXYTECH PRODUCTS FOR PURCHASER'S PROPERTY AND FOR THE INSTALLATION AND USE OF ANY MEXYTECH PRODUCTS. PURCHASER AND/OR PURCHASER'S CONTRACTOR OR REPRESENTATIVE SHALL BE SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE MEXYTECH PRODUCT MEETS THE REQUIREMENTS OF ANY APPLICABLE BUILDING OR SAFETY CODE OR SIMILAR REGULATION RELATING TO PURCHASER'S PROPERTY. PURCHASER ACKNOWLEDGES THAT MEXYTECH DOES NOT PROVIDE

ARCHITECTURAL OR ENGINEERING SERVICES. MEXYTECH MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE SUITABILITY OF THE MEXYTECH PRODUCTS FOR, OR ACTUAL PERFORMANCE, CAPABILITIES OR OPERATION OF THE MEXYTECH PRODUCTS AT, PURCHASER'S PROPERTY OR UNDER THE CONDITIONS OF PURCHASER'S USE.

購買人或購買人的承包人或代表人對於確定MEXYTECH產品是否適用於購買人的物業以及對於安裝與使用MEXYTECH產品負全部負責。

購買人或購買人的承包人或代表對於確定MEXYTECH產品是否符合相關建築或安全法規或與購買人的物業相關的其他類似法規的要求負全部責任。

購買人承認MEXYTECH並不提供建築或工程服務。

MEXYTECH並未針對MEXYTECH產品是否適用於購買人的物業或購買人的使用條件而做出任何明示或意涵的品質保證，也並未對MEXYTECH產品在購買人的物業處或購買人的使用條件下的實際性能、功能或運行情況做出任何明示或意涵的品質保證。

ALL WARRANTIES PROVIDED BY MEXYTECH, WHETHER EXPRESS OR IMPLIED, AND INCLUDING THE LIMITED WARRANTY, ARE VOID IF ANY ONE OR MORE OF THE FOLLOWING APPLIES OR OCCURS:
(A) THE MEXYTECH PRODUCT IS NOT INSTALLED, MAINTAINED AND/OR USED STRICTLY IN ACCORDANCE WITH MEXYTECH'S WRITTEN INSTRUCTIONS,
(B) THE MEXYTECH PRODUCT IS NOT INSTALLED

IN ACCORDANCE WITH ALL APPLICABLE LAWS,
CODES AND REGULATIONS;
(C) THE INTENTIONAL OR UNINTENTIONAL MISUSE
OF THE MEXYTECH PRODUCT, WHETHER
FORESEEABLE OR UNFORESEEABLE;
(D) THE FAILURE OF PURCHASER TO PROPERLY
AND/OR TIMELY MAINTAIN OR REPAIR THE
MEXYTECH PRODUCT;
(E) THE FAILURE BY PURCHASER TO PROVIDE
TIMELY NOTICE TO MEXYTECH OF ANY FAILURE
OR DEFECT OF THE MEXYTECH PRODUCT.

如出現或發生以下任何一種或多種情況，則MEXYTECH所提供的包括本有限品質保證在內的所有明示或意涵的品質保證都將失效：

- (a) 未能嚴格按照MEXYTECH的書面說明來安裝、保養和或使用MEXYTECH產品；
- (b) 未能按照所有相關法律法規或條例來安裝MEXYTECH產品；
- (c) 故意或因為疏忽而導致的對MEXYTECH 產品的錯誤使用，無論這種錯誤使用是否可以預見；
- (d) 購買人未能正確和/或及時對MEXYTECH產品進行維護保養；
- (e) 購買人在發現MEXYTECH產品存在不合格或缺陷後未能及時向MEXYTECH發出通知。

D-BINDING ARBITRATION AND CLASS ACTION WAIVER

約束性仲裁

D-1 THIS SECTION APPLIES TO ANY DISPUTE BETWEEN YOU AND MEXYTECH RELATING TO YOUR MEXYTECH PRODUCT WHICH IS NOT RESOLVED AS PART OF THE WARRANTY CLAIM PROCESS.

PURCHASER MAY NOT PROCEED WITH ANY DISPUTE RESOLUTION ALTERNATIVES UNTIL AND UNLESS MEXYTECH AND PURCHASER FAIL TO RESOLVE PURCHASER'S CLAIMS DURING THE WARRANTY INVESTIGATION PROCESS.

"DISPUTE" WILL BE GIVEN THE BROADEST POSSIBLE MEANING ALLOWABLE UNDER LAW.

如您與MEXYTECH之間因為您所購買的MEXYTECH產品而發生

任何爭議，且此爭議未能通過質保索賠程序解決，可使用本條之規定。只有且僅在MEXYTECH與購買人在質保調查過程中未能解決購買人的索賠時，購買人才可以將著手選擇其他方案來解決爭議。“爭議”在本文中表示法律允許範圍內的最廣泛的意思。

D-2 IN THE EVENT OF AN UNRESOLVED WARRANTY CLAIM, PURCHASER MUST PROVIDE WRITTEN NOTICE TO MEXYTECH. SUCH WRITTEN NOTICE MUST (A) INCLUDE A WRITTEN STATEMENT OF THE FACTS, (B) PROVIDE THE NAME, ADDRESS AND CONTACT INFORMATION OF THE PARTY GIVING IT AND (C) THE RELIEF REQUESTED. YOU MUST SEND ANY NOTICE OF DISPUTE BY REGISTERED MAIL TO MEXYTECH. PURCHASE AND MEXYTECH AGREE TO ATTEMPT RESOLUTION OF SUCH DISPUTE THROUGH

INFORMAL NEGOTIATION WITHIN 60 DAYS FROM THE DATE THE NOTICE OF DISPUTE IS SENT. AFTER 60 DAYS, PURCHASER IS AUTHORIZED TO COMMENCE ARBITRATION.

如出現未解決的質保索賠，購買人必須向MEXYTECH發出書面通知，該書面通知必須(a) 包括對相關事實的書面陳述；(b) 提供提出索賠一方的姓名、地址和聯繫方式，且(c) 請求賠償，您必須通過註冊郵件向MEXYTECH發出任何爭議通知。經MEXYTECH同意後在通知發出後的60天內通過非正式談判解決此類爭議的解決方案。在60天之後，購買者被授權進行仲裁。

D-3 BINDING ARBITRATION. IF YOU AND MEXYTECH DO NOT RESOLVE ANY DISPUTE BY INFORMAL NEGOTIATION, ANY EFFORT TO RESOLVE THE DISPUTE WILL BE CONDUCTED EXCLUSIVELY BY BINDING ARBITRATION. YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT

D-4 BEFORE A JUDGE OR JURY. INSTEAD, ALL DISPUTES WILL BE RESOLVED BEFORE A PANEL OF THREE NEUTRAL ARBITRATORS, WHOSE DECISION WILL BE FINAL AND BINDING. ANY COURT WITH JURISDICTION OVER THE PARTIES MAY ENFORCE THE ARBITRATION AWARD.

結合仲裁。如果您和MEXYTECH不能通過非正式談判解決任何爭

議，解決爭議的任何努力將由綁定仲裁專門進行。您有權在訴訟或陪審團訴訟（或作為一方或集體成員參與）的所有爭議的權利。相反，所有的爭議都將在三名中立的仲裁

員組成的小組面前得到解決,他們的決定將是最終的和有約束力的。任何對當事方擁有管轄權的法院都可以執行仲裁裁決。

D-5 CLASS ACTION WAIVER. ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER PURCHASER NOR MEXYTECH WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

類別行動豁免。在任何論壇上解決或起訴任何爭議的程序將僅以個人為基礎進行。買方或MEXYTECH均不會以集體訴訟,私人總檢察長行動或其他任何一方以任何代表身份行事或提議以代表身份行事的訴訟中尋求任何爭議。未經所有受影響仲裁或訴訟的各方事先書面同意,任何仲裁或訴訟都不會與另一方合併。

D-6 ARBITRATION PROCEDURE, COSTS. ANY DISPUTES ARISING OUT OF THIS AGREEMENT, OR ANY OTHER ISSUES RELATED THERETO, SHALL BE EXCLUSIVELY BROUGHT TO CHINA INTERNATIONAL ECONOMIC AND TRADE ARBITRATION COMMISSION (THE "CIETAC", [HTTP://WWW.CIETAC.ORG/.](http://www.cietac.org/)) IN BEIJING IN ACCORDANCE WITH THE THEN CURRENT RULES OF THE CIETAC. EACH PARTY SHALL CHOOSE ONE ARBITRATOR AND THE TWO CHOSEN

ARBITRATORS SHALL PICK UP THE THIRD ARBITRATOR UPON MUTUAL AGREEMENT, AND IN CASE NO AGREEMENT ON THE THIRD ARBITRATOR CAN BE REACHED, THE THIRD ARBITRATOR SHALL BE DESIGNATED BY THE PRESIDENT OF THE CIETAC. THE ARBITRATION HEARINGS SHALL BE CONDUCTED IN QINGDAO, CHINA. THE LOSING PARTY SHALL BEAR THE ARBITRATION COSTS FOR BOTH PARTIES.

仲裁程序,費用,由於本協議引起的任何爭議或與此有關的任何其他問題,應僅在中國北京按照中國國際經濟貿易仲裁委員會("CIETAC", <http://www.cietac.org/>)提供。當時的中國貿仲委規則。雙方當事人選擇一名仲裁員,雙方選定的仲裁員經雙方協商同意接受第三名仲裁員,如無法就第三名仲裁員達成協議,則第三名仲裁員由中國國際經濟貿易仲裁委員會主任指定。仲裁聽證會應在中國青島舉行。敗訴方應承擔雙方的仲裁費用。

D-7 THE LAWS OF THE PEOPLE'S REPUBLIC OF CHINA SHALL EXCLUSIVELY GOVERN THE INTERPRETATION OF THE LIMITED WARRANTY REGARDLESS OF CONFLICT OF LAW PRICIPLES.

無論是否存在法律原則衝突,本有限質量保證都應使用中華人民共和國法律進行解釋。

EXECUTED AS ADEED

Company Name (企業名稱) :

Signature and Stamp (簽名蓋章) :

Date (日期) :

Company Name (企業名稱) :

Signature and Stamp (簽名蓋章) :

Date (日期) :

E·APPENDIX

APPENDIX ONE 附錄一：

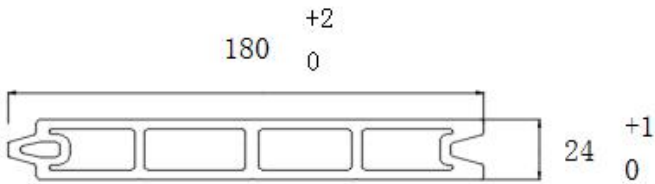
MexyTech New Quality Assurance 木新代新質保方案	
1. Issues not covered by warranty 不在質保問題的範圍的情況 賠償幅度：0% Extent of compensation: 0%	①Dimension tolerance within allowance 尺寸公差範圍內的差異，如附錄二 ②Color Difference with 10% 色差在10%以內 ③Gap between boards due to inappropriate installation 不正確安裝引致的伸縮縫過大 ④Deformation of cross section 共擠側漲 ⑤Powdering 粉化 ⑥ Fungus 發霉 ⑦Transport damages 運輸貨損
2. Repairable issues 可以修復, 可以想辦法解決的問題 賠償幅度：0%-10% Extent of compensation: 0%-10%	①Cutting problems 切割問題 ②Side curvature 側彎 ③Uneven sanding treatment 打磨不均 ④Curvature due to inappropriate storage 運輸堆放不當引致的彎曲 ⑤Cutting angle 切割角度 ⑥ Length tolerance 長度公差
3. Irreparable but not serious issues 不可修復, 但非嚴重問題 賠償幅度：30%-60% Extent of compensation: 30%-60%	① Spots of wood chaff or impurity 木粉點與不熔點 ② Scratches 表面劃痕 ③Uneven wood grain texture 紋理不均 ④Shallow texture 紋理過淺 ⑤Transport damages caused by seller 我方責任引致裝櫃貨損問題 ⑥ Size tolerance of cross section 尺寸超出公差
4. Irreparable and serious issues 嚴重問題 賠償幅度：100% Extent of compensation: 100%	①Cracking 開裂 ②Bubbles of suprotect products 共擠起泡

E·APPENDIX

APPENDIX TWO 附錄二:

Composite fence CF01

一代围栏板CF01



0 ≤ 寬度180 ≤ 180+2

0 ≤ 厚度24 ≤ 24+1

Size tolerance of cross section:

0 ≤ Width180 ≤ 180+2

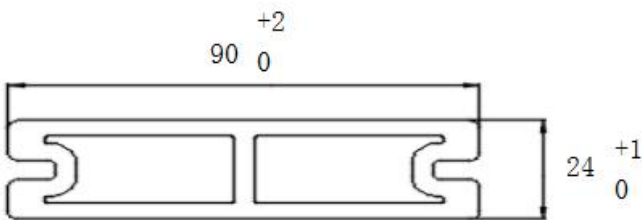
0 ≤ Thickness 24 ≤ 24+1

單位: mm

Unit : mm

Composite fence CF02

一代围栏板CF02



0 ≤ 寬度90 ≤ 90+2

0 ≤ 厚度24 ≤ 24+1

Size tolerance of cross section:

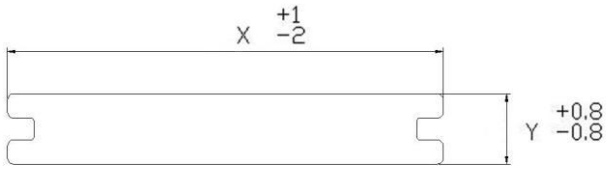
0 ≤ Width 90 ≤ 90+2

0 ≤ Thickness 24 ≤ 24+1

單位: mm

Unit : mm

Composite Decking
一代地板



單位: mm

Unit : mm

$$X-2 \leq \text{寬度} X \leq X+1$$

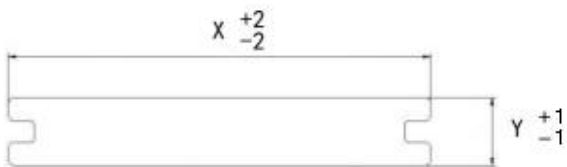
$$Y-0.8 \leq \text{厚度} Y \leq Y+0.8$$

Size tolerance of cross section:

$$X-2 \leq \text{Width } X \leq X+1$$

$$Y-0.8 \leq \text{Thickness } Y \leq Y+0.8$$

Suprotect Decking
共擠地板



單位: mm

Unit : mm

$$X-2 \leq \text{寬度} X \leq X+2$$

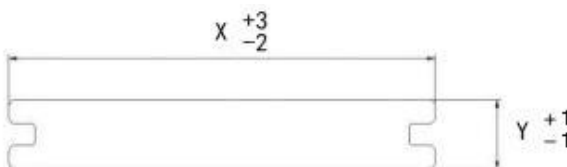
$$Y-1 \leq \text{厚度} Y \leq Y+1$$

Size tolerance of cross section:

$$X-2 \leq \text{Width } X \leq X+2$$

$$Y-1 \leq \text{Thickness } Y \leq Y+1$$

3D embossing Decking
在线压花地板



單位: mm

Unit : mm

$$X-2 \leq \text{寬度} X \leq X+3$$

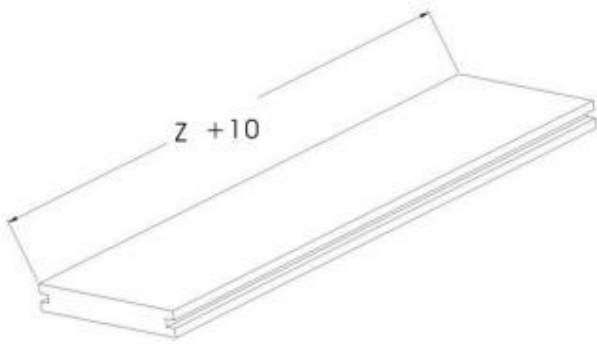
$$Y-1 \leq \text{厚度} Y \leq Y+1$$

Size tolerance of cross section:

$$X-2 \leq \text{Width } X \leq X+3$$

$$Y-1 \leq \text{Thickness } Y \leq Y+1$$

Length Tolerance
長度公差



長度公差:

長度 $Z \leq Z+10$

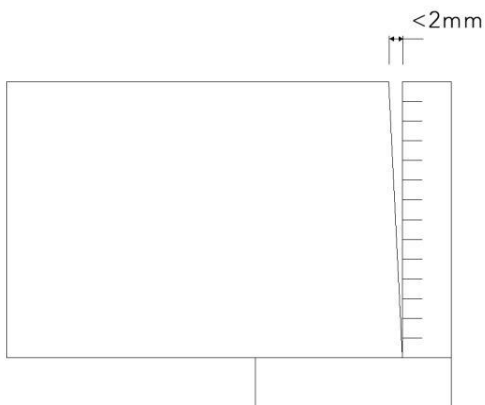
Length Tolerance:

Length $Z \leq Z+10$

單位: mm

Unit : mm

Cutting angle
切割公差



地板和围栏板都适用

Decking and fence are applicable

切割公差: 最大偏差大於2mm

Cutting angle: max deflection larger than 2mm

Side curvature
側彎公差



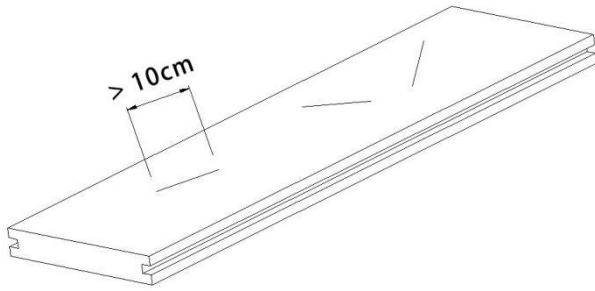
地板和围栏板都适用

Decking and fence are applicable

側彎公差: 每米少於1.5mm

Side curvature: <1.5mm/1 linear meter

Scratch mark
劃痕



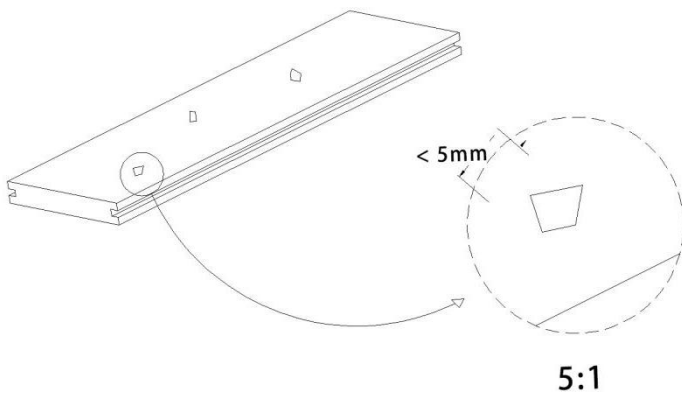
地板和围栏板都适用

Decking and fence are applicable

劃痕: 10cm以上的劃痕3條以上

Scratch mark: one piece has more than 3 scratches which are longer than 10cm

Impurities
木粉點与不熔點



地板和围栏板都适用

Decking and fence are applicable

木粉點与不熔點: 5mm以上的木粉點与不熔點, 3 個以上

Wood dust or impurity: one piece has more than 3 impurities which are larger than 5mm

E-APPENDIX

APPENDIX THREE 附錄三：

MexyTech Quality Assurance Application Form 木新代質保申請卡			
KS-NO.			
合同號 (PI No.)		Date of Installation 安裝日期	
Name of the client 客戶名稱			
Product Model 申訴產品型號			
Color 顏色			
Texture 後處理			
Problem Description 客戶對問題描述			
Quality of the Project (SQM) 工程數量			
Quality of the Problem (SQM) 出現問題數量			
Requirement of Photos 圖片要求	1. Display the whole and detailed problem 要體現問題的整體以及細節		
	2. Show the quality of the problem product 要體現問題產品的數量		
	3. Send the photos by attachment 請以附件形式發送		

E-APPENDIX

APPENDIX FOUR 附錄四：

Quality Assurance Audit Result 質保審核結果	
KS-NO.	
Problem Ranking 評定等級	<input type="checkbox"/> 1. Issues not covered by warranty 不在質保問題範圍的情況 <input type="checkbox"/> 2. Repairable issues 可以修復， 可以想辦法解決 <input type="checkbox"/> 3. Irreparable but not serious issues 可以修復， 但非嚴重問題 <input type="checkbox"/> 4. Irreparable and serious issues 嚴重問題
Problem Cause and Solution: 廠家解釋：	
Compensation Scheme 廠家評定賠償方案：	
Percent of Compensation 賠償比例 () %	
Details 具體細節：	

E·APPENDIX

APPENDIX FIVE 附錄五：

Claim Process 索賠流程	
Step1	Fill the MexyTech Quality Assurance Application Form (APPENDIX THREE) and send it with photos to MexyTech as required. 填写附錄三（木新代質保申請卡）的表格，按要求提供資料，并提交至MexyTech
Step2	MexyTech will evaluate the problem and send back the Quality Assurance Audit Result (APPENDIX FOUR) MexyTech審核，并發報質保審核結果（附錄四）
Step3	By mutual consent, the compensation will be executed according to the Quality Assurance Audit Result (APPENDIX FOUR) 申請人無爭議則按照質保審核結果理行賠付

MEXYTECH CO., LIMITED
2-8,Building B,Torch Innovation Park,Jihua 2 Road
Chanchen District Fosh City,Guangdong China
中国广东省佛山市火炬创新创业园

TEL:0757-83330850