

## Environmental StoneWorks® Fifty (50) Year Limited Warranty - Products

Environmental StoneWorks<sup>®</sup> warrants that its products shall be free from defects for a period of fifty (50) years from the date of purchase when installed in accordance with the manufacturer's written instructions and on adequate structures and surfaces that conform to local building codes.

All claims for product defects must be presented in writing at the address set forth below within thirty (30) days of discovery of the defective workmanship. Failure to timely provide such written notice constitutes a waiver of the claim. Environmental StoneWorks will, at its sole discretion, repair or provide, free of charge, new product to replace any products determined to be defective. This warranty is the sole exclusive remedy under this product warranty.

This warranty is void if the products or appurtenances thereto are misused, mishandled, altered, damaged, modified, or installed incorrectly. This warranty does not cover damage resulting from building foundation settlement, wall movement, discoloration due to airborne contaminants, use of pressure washer or pneumatic air to clean and contact with chemicals, staining or oxidation. Environmental StoneWorks is not liable for special, incidental and/or consequential damages including, but not limited to, labor costs to remove and/or replace defective products. This limitation of damages applies even if the exclusive remedy fails its essential purpose.

ENVIRONMENTAL STONEWORKS DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE WITH RESPECT TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

This Warranty is extended only to the original purchaser of Environmental StoneWorks' products and all transferees prior to and including the first owner of the structure to which the products are applied. This warranty is not transferable to or assignable to any other party.

Any action for breach of this warranty, or arising out of or related to our products, must be commenced within one (1) year after the cause of action has accrued.

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