



50-YEAR TRANSFERABLE LIMITED WARRANTY

1. SCOPE & PERIOD

This express limited warranty covers manufactured stone veneer products (the “Veneer Products”) manufactured by Oldcastle APG, Inc. or any of its subsidiaries (each being a “Manufacturer”).

Manufacturer provides the following limited warranty of its Veneer Products for fifty (50) years from the date of original delivery to the original purchaser of the Veneer Products or their contractor, whichever occurs first (the “Warranty Period”):

Scope. The Veneer Products shall be manufactured in accordance with ASTM C1670 – Standard Specification for Adhered Manufactured Stone Masonry Veneer Units (the “Veneer Specifications”) and shall leave Manufacturer’s facility free from defects in workmanship and materials. If during the Warranty Period, any of the Veneer Products are determined to be defective because they failed to meet the Veneer Specifications, Manufacturer will, in its sole discretion, either (i) repair or replace the nonconforming Veneer Products in the same quantity and as close to the same type and size as is commercially reasonable and practicable, or (ii) refund the price paid for the Veneer Products, all in accordance with the provisions stated below. Color matching cannot be guaranteed. Manufacturer shall have no responsibility to arrange or pay for replacement labor. Any Veneer Products repaired or replaced hereunder will continue to be covered under the terms of this limited warranty for the remainder of the applicable warranty period.

Prorated Period. During the Warranty Period, Manufacturer will take into account the number of months the Veneer Products have been in the possession of purchaser or their contractor, through the date of any claim, and prorate the amount of any warranty payment accordingly. For example: if the purchaser makes a warranty claim in the last month of the 10th year of the warranty (i.e., the 120th month), Manufacturer, at its sole discretion, shall either (i) remit 480/600ths of the price paid for the Veneer Product to purchaser or (ii) 480/600ths of the reasonable material cost to repair or replace the Veneer Product, excluding any and all labor costs. The prorated period will be based on the remaining limited warranty duration available to as assignee if the purchaser transfers the limited warranty to a subsequent owner as described below.

2. ASSIGNMENT

This limited warranty may be assigned during the first fifteen (15) years after the date of delivery to the original purchaser, but the warranty period as to such subsequent owners is limited to fifteen (15) years from the original date of delivery to the original purchaser and the assignee must be able to provide Manufacturer with proof of the original purchase of the Veneer Products prior to filing a claim under this limited warranty.

3. CONDITIONS

This limited warranty shall be void, unless:

(i) When the “Veneer Products” are installed next to or in close proximity to an area that will be treated with deicing chemicals, the “Veneer Products” wall area must be sealed and protected with a proper application (according to manufacturer’s recommendation) of Consolideck® Saltguard® as manufactured by PROSOCO. The “Veneer Products” wall area must be sealed from the lowest wall elevation and up, to create a 4 foot coverage height which protects that Veneer Product from the deicing chemicals.

4. EXCLUSIONS

This limited warranty excludes all products not supplied by Manufacturer and all defects, failures, or damages not expressly covered above in Section 1, including, but not limited to, damages caused by:

- (i) Contact with chemicals or cleaners;
- (ii) Damage from power washers;
- (iii) Improper installation or other construction activities;

- (iv) Defective design or construction;
- (v) Normal wear and tear, including, but not limited to, discoloration and efflorescence;
- (vi) Misuse, including, but not limited to, use of the Veneer Products beyond the scope of any applicable specifications or design criteria;
- (vii) The fault or negligence of anyone other than Manufacturer.

THE WARRANTIES IN THIS LIMITED WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO THE VENEER PRODUCTS. THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE VENEER PRODUCTS SUPPLIED BY MANUFACTURER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED AND MANUFACTURER SHALL HAVE NO LIABILITY THEREFOR, NOTWITHSTANDING (1) MANUFACTURER'S ACTUAL KNOWLEDGE OF ANY INTENDED USE OF THE VENEER PRODUCTS OR (2) ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY MANUFACTURER CONCERNING THE DESIGN, MANUFACTURE, FABRICATION, SALE, USE, INSTALLATION, OR PROVISION OF THE VENEER PRODUCTS. NO STATEMENT, CONDUCT, OR DESCRIPTION BY MANUFACTURER OR ITS EMPLOYEES OR OTHER REPRESENTATIVES, IN ADDITION TO OR BEYOND THIS LIMITED WARRANTY SHALL CONSTITUTE A WARRANTY.

BUYER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY, AND THE SOLE AND EXCLUSIVE OBLIGATIONS OF MANUFACTURER WITH RESPECT TO ANY CLAIMS FOR BREACH OF THIS LIMITED WARRANTY, SHALL BE THOSE REMEDIES EXPRESSLY SET FORTH HEREIN. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR ANY OTHER TYPES OF DAMAGES, INCLUDING, BUT NOT LIMITED TO: LOST PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO REPUTATION, SPECIAL DAMAGES, INDIRECT DAMAGES, DELAY DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, CONSEQUENTIAL DAMAGES, OR INCIDENTAL DAMAGES.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. Some states do not allow the exclusion or limitation on incidental or consequential damages, so the above limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state. If the laws of a particular state require terms other than or in addition to those contained in this limited warranty, this limited warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this limited warranty or any provision of this limited warranty or to prevent the imposition of any fines, penalties or any liability.

Some states do not allow the exclusion or limitation of implied warranties or certain types of damages; so, the above limitations and exclusions may not apply.

5. CLAIMS

Every claim for breach under this limited warranty shall be void unless (i) it is made in writing to Manufacturer and postmarked within fifteen (15) business days of the date the defect was discovered or, in the exercise of ordinary care, should have been discovered and (ii) it is received by Manufacturer within Warranty Period, as defined herein. All claims shall be sent to:

 Attn: Warranty Claims Dept.

For questions regarding claims, please contact your Project Sales Representative at _____.

No claim under this limited warranty shall be valid unless (i) accompanied by a reasonable written description of the alleged defect in sufficient detail for Manufacturer to understand the problem and (ii) Manufacturer is given a meaningful and reasonable opportunity to inspect the allegedly defective Veneer Products and their installation at the site.