GenStone®

Effective January 1, 2015

# **25 YEAR LIMITED WARRANTY**

### 1. <u>LIMITED WARRANTY COVERAGE</u>

GenStone Enterprises, LLC ("GenStone") warrants to the original purchaser (for installation within the United States and Canada) from time of purchase for a period of 25 years that the Trim, Panels, Corner and Ledger Pieces (the "Product") will not blister, peel, corrode, rust, rot, delaminate, flake, or excessively fade due to defects in materials or manufacture, when used for its intended purpose, properly installed, and maintained according to GenStone's installation instructions.

#### 2. <u>CONDITIONS OF WARRANTY</u>

GenStone's liability shall be subject to the following terms and conditions:

- **a.** The product must be stored according to the manufacture's instructions at all times between purchase and installation.
- **b.** The product must be installed according to GenStone's installation instructions and all building codes adopted by federal, state, or local governments or government agencies and applicable to the installation. Failure to install the product per GenStone's published instructions voids the Warranty.
- **c.** This limited warranty shall not cover any labor or charges related to labor.

## 3. <u>EXCLUSIONS</u>

This warranty expressly excludes the following:

- -Alteration of Product after shipment other than prescribed methods of installation and repair
- -Damage from shipping or handling
- -Damage of any kind resulting from inadequate or improper installation
- -Misuse or abuse
- -Vandalism
- -Mold and mildew accumulation
- -Settlement or any other structural changes or failures of the structure
- -Damage resulting from intentional or negligent acts
- -Lightning, hurricane, tornado, windstorm, earthquake, or any other acts of God
- -Animals/Birds of any kind
- -Fumes or vapors
- -Damage due to air pollution
- -Harmful chemicals (including but not limited to harmful cleaning compounds and pesticides
- -Failure to provide reasonable and necessary maintenance of the Products
- -Falling objects or impact of foreign objects
- -Fire
- -Color changes due to normal weathering (normal weathering is the damaging effects of sunlight and extremes of weather and atmosphere that may cause any colored surface to fade, chalk, or become soiled or stained; exposure to the elements will cause gradual, uniform change over time; the degree to which normal weathering occurs will vary depending on air quality, the building's location and other local conditions over which GenStone has no control)
- -Distortion and or warping from exposure to excessive heat sources regardless if they are direct (grills or any other source of open flame) or indirect/reflective heat sources (glass, pools, asphalt, etc.)
- -Any other causes beyond GenStone's reasonable control

## 4. <u>SUBMITTING A WARRANTY CLAIM</u>

The original purchaser must provide written notice to GenStone within 30 days after discovery of any defect covered by this Warranty. This written notice must describe the location (address as well as location on structure) as well as the possible defect. Photographs must accompany this notice as well as proof of purchase indicating the purchase date and location of purchase as well as identify who installed the product. Additionally GenStone may require proof of ownership of the structure and or samples of the product. Upon discovery of possible defect it is the responsibility of the purchaser to provide protection of all property that could be affected until the situation is corrected.

ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM GENSTONE WILL VOID THIS WARRANTY.

## 5. WARRANTY COVERAGE SCHEDULE

Years from date of purchase	GenStone's coverage	Purchaser's responsibility
0-1YEAR	100%	0%
1 YEAR AND I DAY TO 2 YEARS	95%	5%
2 YEARS AND 1 DAY TO 3 YEARS	90%	10%
3 YEARS AND 1 DAY TO 4 YEARS	85%	15%
4 YEARS AND 1 DAY TO 5 YEARS	80%	20%
5 YEARS AND 1 DAY TO 7 YEARS	70%	30%
7 YEARS AND 1 DAY TO 9 YEARS	60%	40%
9 YEARS AND 1 DAY TO 12 YEARS	40%	60%
12 YEARS AND 1 DAY TO 20 YEARS	20%	80%
20 YEARS AND 1 DAY TO 25 YEARS	10%	90%

#### 6. <u>MODIFICATION OR DISCONTINUATION OF PRODUCTS</u>

GenStone reserves the right to discontinue or modify any design or color of any of its products at any time and without notice or liability. If, for any reason, Products of the type originally installed are no longer available from GenStone at the time that a warranty claim is made, GenStone may substitute another product determined by GenStone to be comparable quality and price. Due to normal weathering, replacement Products may differ from Products originally installed. GenStone will at its sole discretion repair, replace, or provide materials to refinish the material to the original owner, in accordance with the terms and conditions of this Warranty

#### 7. <u>DISCLAIMER</u>

The statements in this Warranty constitute the only warranty extended by GenStone for the Product. GENSTONE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF GENSTONE OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT, OR REPAIR. This Warranty gives you specific legal rights. You may have other rights which vary from state to state.

## 8. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESS WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR PURCHASE, WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

## 9. MODIFICATIONS AND ALTERATIONS OF PRODUCT

GenStone shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

### 10. <u>SETTLEMENT OF CLAIM</u>

Any refund or material replacement by GenStone shall constitute a full settlement and release of all claims of any purchaser for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the purchaser's acceptance of such an agreement.

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