

106 Sewickley Street New Stanton, PA 15672 (724) 635-0082

## Manufacturers 30 Year Limited Product Warranty

Mason's Mark Stone Veneer Corporation, the manufacturer, (herein after, MMSV) Warrants Mason's Mark Stone the product, (herein after, "our stone",) for a period of thirty (30) years against defects caused by the manufacturer of our stone to the buyer, customer, and/or end user. No warranty is authentic unless issued directly by MMSV. Mason's Mark Stone Veneer Corporation, SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES TO THE BUYER, CUSTOMER, END USER.

This limitation of liability of MMSV shall include but is not limited to, consequential, incidental, and special damages, or loss of profits, arising from or caused by, directly or indirectly, poor workmanship, improper installation, or poor construction. Buyers, MMSV Customers' or End Users' labor of removal or installation or equipment costs, fire strike, act of God, war, insurrection, mob action, civil commotion, acts of government, loss damage of delay of materials, floods, storms, inability to obtain materials, or other acts or circumstances outside the control of MMSV, as well as a breach of warranty, use of materials by customer, Buyer, End User, breach of any obligation of MMSV, or its employees, hereunder, negligence or any other act of omission of MMSV, Customer, Buyer, End User, acknowledges its responsibility to determine the intended use of our stone, its appropriateness for Compliance with the requirements of all the governing code bodies, statutory and regulatory agencies.

THIS WARRANTY FURTHER DISCLAIMS ANY LIABILITIES (CONTRACT, TORT, OR OTHERWISE, INCLUDING NEGLIGENCE AND STRICT LIABILITY) FOR ANY DAMAGE, WHETHER CAUSED BY CONSTRUCTION FAULT, INSTALLATION FAULT, OR ANY OTHER REASON, OTHER THAN DEFECTIVE PRODUCT. The Customer', Buyer', End Users' exclusive and sole remedy under this warranty shall be for MMSV to replace the defective material, or at the sole discretion of MMSV, to refund an amount equal to the original purchase price of the defective stone, to the Customer, Buyer or End User, Labor and/or other materials are excluded. WARRANTY DISCLAIMER: THIS WARRANTY IS SUBJECT TO THE CONDITIONS AND LIMITATIONS SET FORTH HEREIN AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, AND ALL OTHER LIABILITIES (CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE AND STRICT LIABILITY) AND MMSV MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER FOR THE STONE. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED UNDER LAW, WHICH EXTEND BEYOND THE WARRANTY, SET OUT HEREIN.