

Product Warranty

WHAT THIS WARRANTY COVERS

Clay brick products manufactured by General Shale Brick, Inc., or any of its subsidiaries or affiliates listed hereon (the "Company"), are warranted for the life of the building by the applicable manufacturer against deterioration only due to product defects, provided the products have been erected, used, and maintained according to the approved masonry standards, within guidelines of local building codes, and as recommended by the manufacturer. All products are to be inspected by the customer prior to installation. Any damaged, chipped, broken, or any aesthetically unsatisfactory clay brick products, are to be brought to the attention of the applicable manufacturer (or its affiliated distributor) prior to installation. At such time, at the applicable manufacturer's sole discretion, it shall have the option of: (i) utilizing brick color correction techniques and/or repairs to address color variance issues; (ii) providing replacement clay brick product; or (iii) refunding the purchase price of the clay brick product paid at the time of original purchase. In no event shall Seller be responsible for any labor costs. Use or placement of material in the wall constitutes acceptance of the product as to all non-latent issues, including color and texture.

**THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF WARRANTIES CONTAINED HEREIN.*

WHAT THIS WARRANTY DOES NOT COVER

General Shale Brick, Inc., and any of its subsidiaries or affiliates listed hereon, shall not be responsible for clay brick product failure resulting from poor workmanship, construction deficiencies, or improper design by or related to any third party or for exposure to de-icing salts, salt-laden snow, paint, or sealant. This warranty is null and void if the integrity of the structure is not properly maintained after its completion. This warranty may not be enlarged or extended in any manner by sales, dealer, or other personnel. This warranty does not apply to off-grade products. Off-grade products are sold "as-is" with no express or implied warranty. This warranty runs from the date of delivery. For painted clay brick product to be covered under this warranty, clay brick product must be painted in accordance with General Shale's Technical Bulletin "Painted Brick Masonry." Notwithstanding, this warranty does not apply to the performance or durability of the paint applied to the clay brick product.

WARRANTY LIMITATIONS

EXCEPT AS SET FORTH ABOVE AND TO THE EXTENT NOT PROHIBITED BY LAW, ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE DISCLAIMED AND HEREBY EXCLUDED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; OR ANY OTHER IMPLIED WARRANTY, INCLUDING UNDER CANADA'S SALE OF GOODS ACT, WITH RESPECT TO ANY CLAY BRICK PRODUCT SOLD. ORAL STATEMENTS CONCERNING THE CLAY BRICK PRODUCT COVERED BY THIS WARRANTY, OR STATEMENTS CONTAINED IN ADVERTISING, PAMPHLETS, OR OTHER PRINTED MATERIALS DO NOT CONSTITUTE WARRANTIES, AND THE BUYER AND/OR CUSTOMER ACKNOWLEDGE THAT THEY HAVE NO RIGHT TO RELY UPON SAME. THE COMPANY DOES NOT MAKE ANY WARRANTY AS TO THE AESTHETIC QUALITIES OF THE CLAY BRICK PRODUCT. THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGE THAT IS NOT ACTUAL DAMAGES RESULTING NATURALLY, IMMEDIATELY, AND NECESSARILY FROM ITS OR ITS AGENTS OWN BREACH; FOR CLARITY, THE COMPANY SHALL NOT BE LIABLE FOR ANY COMMERCIAL LOSSES, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR ANY LOSS, DAMAGE, OR EXPENSE ARISING UNDER OR IN CONNECTION WITH ANY SALE OF CLAY BRICK PRODUCT, WHETHER AS A MANUFACTURER OR CARRIER, OR USE OF CLAY BRICK PRODUCT. THE CUMULATIVE AMOUNT OF ALL PAYMENTS, OBLIGATIONS, AND LIABILITIES HEREUNDER, INCLUDING FOR DAMAGES OF ANY KIND, SHALL IN NO EVENT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PARTICULAR ORDER, LOT, SHIPMENT, OR THE ORIGINAL PURCHASE PRICE OF THAT PORTION THEREOF WHICH IS NOT REPAIRED OR REPLACED (WHICHEVER LESSER IS APPLICABLE) WITH RESPECT TO WHICH A CLAIM IS ASSERTED. IN PARTICULAR, THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OF SALES, REVENUES, OR PROFITS, OR CLAIMS OF ANY THIRD PARTIES. THERE ARE NO PROMISES; STATEMENTS; REPRESENTATIONS; WARRANTIES; OR CONDITIONS BETWEEN THE PARTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OTHER THAN THOSE EXPRESSLY CONTAINED HEREIN.

HOW TO GET ASSISTANCE:

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