

ELDORADO STONE

50 YEAR LIMITED

WARRANTY



A HEADWATERS COMPANY

1. Subject to the following terms, Eldorado Stone, LLC (ES) warrants to the original purchaser and subsequent owners that for 50 years from the date of sale installation, its Eldorado Stone® manufactured stone or brick veneer will not blister, peel, flake, delaminate or crack excessively, as a result of manufacturing defects when used on structures conforming to local building codes and installed in accordance with the Masonry Veneer Manufacturer's Association written instructions issued before and closest in time to the beginning of the project. ES will at its option, either: (1) pay the reasonable replacement cost of the defectively manufactured products (2) provide a replacement of the defective product or pay the reasonable cost for replacement product of a similar design; or (3) pay the reasonable cost for repair of the defective product.

2. This Limited Warranty is not limited to the original purchaser but covers the stone regardless of whether ownership of the building changes. This warranty runs with the transfer of the property to subsequent owners of the property into which the warranted products have been incorporated, but the warranty period as to such

subsequent owners is limited to 15 years from the original date of the installation of the warranted product.

3. No warranty whatsoever is made with respect to the manufacture or performance of materials or components of construction not sold or manufactured by Eldorado, including but not limited to mortar, lath, weather resistant barriers, doors, windows, sealants, flashings, roofing, copings, sheathing and framing. Further, ES makes no warranties whatsoever with respect to aesthetics, design and engineering of the structure into which ES products are incorporated, or workmanship involved in the application of any ES products warranted hereunder. The ES product is not waterproof. The ES product must be incorporated into a cladding designed by a building professional that contains adequate mechanisms for water management. ES has no responsibility for damage caused by moisture intrusion through the building envelope or around any of the building envelope components or by vapor transmission from the inside of the building to a moisture sensitive part of the wall assembly.

4. Without limiting anything else in this document, Eldorado disclaims and assumes no liability for:

- a. improper use, application or installation of Eldorado's products,
- b. use of Eldorado products as part of improperly designed or constructed assemblies or buildings or with defective adjacent materials or assemblies;
- c. failure to follow applicable specifications, instructions and construction details;
- d. other design or construction defects, deficiencies and failures on a building where ES' product is used;
- e. undertaking on-site inspections or any on-site activities or making oral statements made at the site;
- f. any damage or injury whatsoever caused in whole or in part by acts of God, natural phenomenon or physical abuse such as but not limited to falling objects, projectiles, fire, earthquake, floods, windstorm, hail, tornadoes, lightning, hurricanes, other abnormal weather conditions, pests, chemical fumes, foreign substances in the air, misuse, vandalism, civil disobedience, war, damage caused by remodeling or renovation;
- g. damage resulting from moisture intrusion, mold, settlement of building or other building or wall movement;
- h. discoloration or deterioration due to airborne contaminants; or contact with any chemicals or paint; staining or oxidations;
- i. any accumulation of water or moisture in wall assemblies;
- j. negligence or accidents by any party or parties in maintaining the ES materials including but not limited to use of pressure washer to clean;
- k. replacement of stone if ES' product is mixed with other chemicals or materials not approved by ES in writing;
- l. any cause beyond ES' control; and
- m. any workmanship, aesthetics or other damage or injury not solely and directly caused by a manufacturing defect in ES's products as covered under this warranty.

5. THIS LIMITED EXPRESS WARRANTY IS EXCLUSIVE, THE ONLY WARRANTY MADE BY ES, AND IS IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES OF ANY NATURE WHATSOEVER TO THE ORIGINAL OR SUBSEQUENT PURCHASERS OR USERS UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STATUTORY LAW OR OTHERWISE, EXCEPT FOR ACTUAL ECONOMIC DAMAGES FOR PERSONAL PHYSICAL BODILY INJURY. ALL OTHER WARRANTIES, REPRESENTATIONS OR REMEDIES, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED OR IMPOSED BY LAW ARE DISCLAIMED BY ES AND ARE WAIVED BY THE PURCHASER, PARTICULARLY THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR ANY WARRANTY AGAINST PATENT INFRINGEMENT OR WARRANTY FOR WORK PERFORMED IN A WORKMANLIKE MANNER. ELDORADO SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES TO ANY PARTY WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS, ATTORNEY'S FEES. THIS EXCLUSION OF DAMAGES INCLUDES, BUT IS NOT LIMITED TO PAYMENTS OF ANY NATURE MADE BECAUSE OF ACTUAL OR POTENTIAL LIABILITY TO OTHERS, DAMAGES TO ANY OTHER PART OF THE STRUCTURE TO WHICH THE WARRANTED PRODUCTS ARE INCORPORATED OR DAMAGE TO ANY OTHER PROPERTY.

6. ES shall have no further obligation or liability of any kind, other than as stated in this document, and it is further agreed and understood that the price paid for ES stones is consideration for the limitation of ES liability hereunder.

7. Warranty coverage is limited to replacement or repair of defective materials as stated above only and does not cover labor to remove or replace materials.

8. ES's obligations under this warranty shall only begin if the owner notifies ES, in writing, within sixty (60) days of actual or constructive notice of the alleged defect. ES shall be allowed a reasonable period of time and authorization to remove samples, so as to perform any testing ES deems necessary to investigate and determine the cause of the defect. The Owner shall make temporary repairs in a timely manner to prevent further damage to the structure, contents of the building, and the ES stones until the cause of the defect is determined and permanent repair recommendations may be made.

9. ES' obligation to supply replacement stone pursuant to this Warranty shall become null and void if in the sole judgment of ES, any of the following events shall occur: (i) if after installation of the ES stones there are any alternations or repairs made to the building that affect any component of the wall assembly of which ES stones are a part in any way; or (ii) if the Owner or any of Owner's tenants fail to use reasonable care in maintaining the ES stones before and after installation.

10. Applicability of the Magnusson-Moss Act is hereby disclaimed.

11. Any provision of this warranty that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity of enforceability of such provision in any other jurisdiction.

12. ELDORADO's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provisions.

13. This warranty shall be interpreted under the laws of the State of New York.

14. Neither the sales personnel nor other agents of ELDORADO are authorized to make warranties about the merchandise described in this contract.

ORAL STATEMENTS BY ELDORADO
EMPLOYEES OR AGENTS DO NOT
CONSTITUTE WARRANTIES, SHALL NOT
BE RELIED UPON BY THE BUILDING
OWNER OR ANY THIRD PARTY, AND
ARE NOT PART OF THE CONTRACT FOR
SALE OR WARRANTY STATED HEREIN.
THE ENTIRE AND FINAL CONTRACT IS
EMBODIED IN THIS WRITING AND NO
OTHER WARRANTIES ARE GIVEN BEYOND
THOSE SET FORTH IN THIS WRITING.



A HEADWATERS COMPANY



1370 GRAND AVENUE, BUILDING B

SAN MARCOS, CA 92078

1.800.925.1491

WWW.ELDORADOSTONE.COM