

## Manufacturer's Limited Warranty



Dutch Quality Stone™, Inc., warrants, subject to the terms and conditions contained below, that its manufactured concrete products shall be free from defect in materials, manufacturing and workmanship for a period of fifty (50) years from the date of purchase.

This limited warranty is effective for all manufactured concrete products purchased by June 1, 2004, and all previous warranties shall be considered null and void as to such products. The previous warranties shall continue to apply to products purchased by Dutch Quality Stone™, Inc., prior to June 1, 2004. Dutch Quality Stone™, Inc., warrants its manufactured stone against chipping, cracking, crazing, flaking or unsightly color change or deterioration of the veneered product.

This warranty excludes damages from faulty or improper installation, willful abuse, misuse, negligence or damage resulting from fire, lightning, settlement or failure of the structure, discoloration due to airborne contaminants or acts of God beyond the control of Dutch Quality Stone™, Inc. This warranty also does not apply to hearthstone products when used on surfaces such as decks, walkways, patios or other uses for foot or auto traffic.

Should Dutch Quality Stone™, Inc.'s manufactured concrete product be proven defective during the warranty period, the buyer's remedies will be limited to the following at Dutch Quality Stone™, Inc.'s option: 1) repair of the defective product or component part; 2) replacement of the defective product or component part, including the cost of shipping; and 3) reimbursement of the original purchase price. These remedies are the only remedies available for breach of warranty or any other legal theory. In no event shall Dutch Quality Stone Inc™, Inc. be responsible for installation, or similar activities connected with the replacement of its manufactured concrete products.

THIS WARRANTY SETS FORTH DUTCH QUALITY STONE™, INC.'S MAXIMUM LIABILITY FOR ITS PRODUCTS. DUTCH QUALITY STONE™ SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. THE BUYER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE AS SPECIFIED ABOVE. DUTCH QUALITY STONE™ SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, HOWEVER OCCASIONED, WHETHER BY NEGLIGENCE OR OTHERWISE. DUTCH QUALITY STONE™ MAKES NO OTHER WARRANTY OR GUARANTEE EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY CONTAINED HEREIN. THE REMEDIES CONTAINED HEREIN SHALL BE SOLE AND EXCLUSIVE. IN THE EVENT STATE LAW PRECLUDES AN EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, DURATION OF SUCH WARRANTIES SHALL BE NO LONGER THAN, AND THE TIME AND MANNER OF PRESENTING ANY CLAIM THEREON SHALL BE THE SAME AS, THAT PROVIDED IN THE EXPRESS WARRANTY STATED HEREIN.

No distributor, dealer or representative of Dutch Quality Stone™, Inc., has the authority to change or modify this warranty either orally or in writing in any respect. This warranty shall be valid only after the registration certificate is filed by the customer and mailed to Dutch Quality Stone™, Inc., P.O. Box 308, Mount Eaton, OH 44659-0308, within 30 days after completion of installation. This warranty extends only to the "original purchaser." The term "original purchaser" as used in this warranty, means the contractor, distributor, purchaser and the initial owner of the structure in to which the product is installed. This warranty is not assignable or transferable.

To initiate a claim under this warranty, write to Dutch Quality Stone™, Inc., at P.O. Box 308, Mount Eaton, Ohio 44659-0308. The buyer's correspondence must include a) the product that is involved; b) the claimed defect, including photographs if available; c) the identity of the person making the claim; d) the address where the defective product can be inspected and e) a phone number where the buyer can be reached. Dutch Quality Stone™, Inc., will investigate your claim within 90 days after notification and take appropriate action.