



## Cast Stone Institute® Member Limited Warranty

***THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES.***

OUTSIDE OF THE EXPRESS TERMS OF THIS DOCUMENT, THERE ARE NO OTHER WARRANTIES BY THE CAST STONE INSTITUTE® MEMBER, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE CAST STONE INSTITUTE® MEMBER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE CAST STONE INSTITUTE® MEMBER'S LIABILITY SHALL BE LIMITED TO THE EXPRESS TERMS OF THIS DOCUMENT.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE EXCLUSION HEREIN MAY NOT APPLY TO YOU AS THE PURCHASER. THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS, AND THE PURCHASER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

(1) Subject to the conditions set forth below, Cast Stone Institute® Member ("CSIM") warrants that its manufactured architectural cast stone (the "Product") will correspond in all material respects with any specification for the Product forming part of a purchase contract (the "Contract") at the time of delivery and will be free from defects in material and workmanship for a period of **ten (10)** years from the date of CSIM's initial delivery of the Product or a part of the Product for the Contract.

(2) CSIM shall be under no liability in respect of any damage or defect in the Product arising from or caused by the following:

- (a) Any drawing, design or specification approved by the purchaser or his representative ("Purchaser");
- (b) Improper storage, handling or installation of the Product;
- (c) Failure to follow industry guidelines published by Cast Stone Institute® ("CSI") Technical Manual regarding design and installation practice;
- (d) Installation of defective or improper Product where CSIM was not notified and did not have the opportunity to provide corrected Product to Purchaser prior to such installation;
- (e) Improper washing, cleaning or sealing methods utilized by Purchaser or Purchaser's use of commercial cleaning or sealing products not approved by CSIM;
- (f) Contact of the Product with paint or other chemicals;

- (g) Settling of the building structure;
- (h) Acts of nature;
- (i) Willful or negligent acts of Purchaser;
- (j) Alteration or repair of the Product without CSIM written approval
- (k) Purchaser's failure to follow CSIM or CSI instructions regarding the Product (whether oral or in writing); or
- (l) Any additional specific exclusion expressed by the CSIM to the Purchaser in writing.

(3) Cast Stone is a masonry product that contains certain natural ingredients. As such, the conditions stated below are considered inherent characteristics of the product, are not considered a cause for rejection pursuant to ASTM C 1364 and are not covered by this Warranty:

- (a) Crazeing (as defined by CSI Technical Bulletin #32);
- (b) Efflorescence (as defined by CSI Technical Bulletin #33);
- (c) Minor chipping of the Product resulting from transportation, handling or installation that is not obvious under direct daylight illumination from a 20-ft. distance (see CSI Standard Specification 04 72 00);
- (d) Dimensional variations of the Product regarding length, cross-section, warp, bow or twist, location of dowel holes, anchor slots, flashing grooves, false joints and similar features that are within the tolerances set forth in ASTM C 1364 and CSI Standard Specification 04 72 00; or
- (e) Color variations that are within the permissible range set forth in ASTM C 1364.

Any reference in this Warranty to ASTM C 1364, Standard Specification 04 72 00 or CSI Technical Bulletin(s) shall refer to the version of such document existing at the execution date of the Contract for the specific Project in question.

(4) Any claim by the Purchaser which is based on any defect in the quality or condition of the Product or its failure to comply with the Product specifications at the time of delivery shall be submitted in writing to CSIM within five (5) days of the date of delivery, and, where such Product was consigned to a third-party common carrier by CSIM the Purchaser must also comply with that carrier's conditions of carriage regarding notification of loss or damage in transit. If delivery is not refused, and the Purchaser does not notify CSIM accordingly, the Purchaser shall not be entitled to make a claim under this Warranty and CSIM shall have no liability for such defect or failure. Where the claimed defect was not apparent upon reasonable inspection at delivery, Purchaser must notify CSIM in writing within a reasonable time after discovery of the claimed defect or failure.

(5) Where any valid claim in respect to any of the Product is submitted to CSIM in accordance with these conditions, CSIM's obligation shall be limited (at its sole discretion) to:

- (a) Replacing the defective Product (or a part thereof) free of charge;
- (b) Repairing the defective Product (or a part thereof) so that it corresponds in all material respects with the specifications for the same; or
- (c) Refunding to the Purchaser the Contract price of the Product (or a proportionate part of the Contract price).

CSIM's obligation in Section 5(a) above is limited to supplying sufficient Product required to replace the specific pieces subject to the claim and does not include any labor or service costs incurred by Purchaser for the removal and subsequent re-installation of any replacement Product.

CSIM's obligation above is further conditioned upon CSIM's receipt of all monies due from Purchaser for Product delivered under the Contract that is subject to the particular claim in question.

(6) In the event of a claim by Purchaser under this Warranty, Purchaser may be required to submit to CSIM (at the Purchaser's expense) samples and photographs for testing or examination. Purchaser also agrees to allow CSIM and/or its agents reasonable access to the property or project site to make a thorough examination of the Product in question.

(7) In the event CSIM is required to enter into or post a performance surety bond ("Bond") regarding a given Contract, the terms and conditions of the Bond will supersede this Warranty.