



## PRODUCT WARRANTY

### WHAT THIS WARRANTY COVERS

Clay brick products manufactured by General Shale Brick, Inc. or any of its subsidiaries (including, without limitation, Meridian Brick LLC or Watsontown Brick Company) are warranted by the applicable manufacturer against deterioration due to product defects only for the life of the building, provided the products have been erected, installed, and used according to the approved masonry standards, within guidelines of local building codes as recommended by the manufacturer. All products are to be inspected by the customer prior to installation. Any damaged, chipped, or broken products, 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 to address color variance issues repairing or staining the clay brick product, (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. Placement of material in the wall constitutes acceptance of the product for all purposes 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. or any of its subsidiaries (including, without limitation, Meridian Brick LLC or Watsontown Brick Company) shall not be responsible for clay brick product failure resulting from poor workmanship, construction deficiencies, or improper design. This warranty is null and void if the integrity of the structure is not 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.

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, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE DISCLAIMED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE 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. GENERAL SHALE BRICK, INC. OR ANY OF ITS SUBSIDIARIES (INCLUDING, WITHOUT LIMITATION, MERIDIAN BRICK LLC OR WATSONTOWN BRICK COMPANY) MAKE NO WARRANTY AS TO THE AESTHETIC QUALITIES OF THE CLAY BRICK PRODUCT AND SHALL NOT BE LIABLE FOR ANY COMMERCIAL LOSSES, 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. LIABILITY FOR DAMAGES OF ANY KIND SHALL IN NO EVENT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PARTICULAR ORDER, LOT OR SHIPMENT (OR THE ORIGINAL PURCHASE PRICE OF THAT PORTION THEREOF WHICH IS NOT REPAIRED OR REPLACED) WITH RESPECT TO WHICH A CLAIM IS ASSERTED. IN PARTICULAR, GENERAL SHALE BRICK, INC. OR ANY OF ITS SUBSIDIARIES (INCLUDING, WITHOUT LIMITATION, MERIDIAN BRICK LLC OR WATSONTOWN BRICK COMPANY) SHALL NOT BE LIABLE FOR LOSS OF SALES, REVENUES OR PROFITS OR CLAIMS OF ANY THIRD PARTIES.

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