

BrickImaging

Powerful • Color • Change

15-YEAR STANDARD WARRANTY

***This is a sample document**

BrickImaging Inc.. Limited Warranty “BrickImaging Inc.” [Seller] hereby warrants to [Customer] the quality of workmanship and materials used in connection with the BrickImaging Inc. Stayntech™ process applied at, [Address] will perform and function within the specifications, conditions and limitations published by Seller in its proposal to the Assured for period of not less than fifteen years from the date of the treatment which commenced [Date]; assuming normal weathering conditions and subject to other job site materials, workmanship and building design meeting industry standards.

If, during said fifteen [15] year period, the Assured is not satisfied due only to failure of the workmanship or materials used in connection with the Stayntech™ process, BrickImaging Inc. will, within thirty [30] days of receipt of written notice from the Assured, respond with a recommended corrective action BrickImaging, Inc.’s liability under this warranty is expressly limited to correction within a reasonable time, using Seller’s best efforts, of any defects or errors, which in the judgment of Seller were made by it in the design of the Stayntech™ process or materials, and to any portions of the of the Stayntech™ process which are defective in material or workmanship. Seller’s obligation to repair is limited to repairing at regular commercial costs and timeframe. Seller shall be under no obligation to make such repairs at greater than regular commercial costs in order to complete such repairs or replacement of parts in a shorter period of time.

This warranty shall apply only if masonry has not been subjected to any form of post-manufacturing treatment including, but not limited to, sandblasting, silicone treatments or any form of chemical wash, unless disclosed and deemed acceptable in writing by an Officer of BrickImaging Inc. Moreover Seller does not warrant [a] damage caused by fires, explosions, storms, floods, winds, or lightning; [b] damage caused by unauthorized attachments or modifications to the Stayntech™ treated masonry; [c] damage as a result of treatment of masonry with unapproved washing, or cleaning agents; or [d] any other abuse or misuses by the Assured.

Seller’s Limited Warranty shall become void and terminate if Buyer makes repairs or alterations to the Stayntech™ treated masonry without obtaining BrickImaging, Inc’s prior written approval. Seller shall not be responsible for defects in work to the masonry performed by other than the Seller.

The liability of Seller is expressly limited to these remedial measures, and it is understood and agreed that the purchase price for goods is based upon Seller’s Limited Warranty, and the Limitation of Remedies set out herein. Correction of non-conformities in the manner and for the period of time provided above shall constitute fulfillment of all liabilities of Seller to Buyer whether based on contract, negligence or otherwise with respect to the SUPPLY. In no event shall Seller be responsible for INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, or damages from tort arising out of, or in connection with the use of goods, including without limitation, the loss of contents. The remedies set forth herein are exclusive, and the liability of the Seller with respect to the Stayntech™ process, or any act or omission in connection therewith, whether in contract, tort or under any warranty or otherwise, shall not, under any circumstance, exceed the actual price of the Stayntech™ process paid to the Seller.

No employee or representative, except an officer of Seller is authorized to change this Warranty in anyway or grant any other warranty. Any change to this Warranty or any further Warranty granted by an officer of Seller shall be effective only if in writing and signed by such Officer.

Signed _____

Title _____

Date _____