

BrickImaging, Inc. Limited Warranty

This is a Limited Warranty provided by BrickImaging, Inc. (Seller) to Customer for the purchase of the service and application known as *Stayntech®* and the application thereof. This Limited Warranty applies to the quality of workmanship and materials used by Seller within the specifications, conditions, and limitations communicated by Seller in its proposal to Customer.

Seller warrants *Stayntech®* and its application free from defects in materials and workmanship for a period not to exceed fifteen (15) years from the date of application assuming normal weather conditions and subject to other job site materials, workmanship, and building design meeting industry standards.

If a defect of workmanship or materials used in connection with *Stayntech®* and its application is discovered, subject to the exceptions explained below, during the warranty period, Customer must promptly notify Seller with written notice regarding the failure of *Stayntech®* to perform as warranted. Upon receipt of Customer's notice Seller will, within thirty (30) business days, respond with recommended corrective action. Seller's liability under this warranty is expressly limited to correction within a reasonable period of time. Seller, at its sole discretion, will use its best efforts to correct any defects or errors which, in the judgment of Seller, were made by it in the design of the *Stayntech®* process. Seller's obligation is limited: (a) repair at regular commercial costs and timeframe; (b) prorated refund of a portion of the sales price; or (c) prorated credit of a portion of the sales price. Seller shall be under no obligation to make such repairs or replacement in a shorter period of time.

This Limited Warranty applies 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 Seller. Additionally, Seller does not warrant: (a) damage caused by fire, explosions, or acts of nature such as storms, floods, winds, or lightning; (b) damage caused by unauthorized attachments or modifications to *Stayntech®* treated masonry; (c) damage as a result of treatment of masonry with washing or cleaning agents; (d) any other abuse or misuses by the Customer; (e) efflorescence; and (f) fading similar to what is natural and standard for masonry. Horizontal or "flat" stained surfaces are excluded from this Limited Warranty due to uncontrollable environmental conditions.

This Limited Warranty is non-transferable and shall become null and void if Customer makes repairs or alterations to the *Stayntech®* treated masonry without obtaining Seller's prior written approval. Seller shall not be responsible for defects in work to the masonry by other than Seller.

The liability of Seller is expressly limited to remedial measures set forth herein and it is understood and agreed that the purchase price is based on 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 Customer whether based on contract, negligence, or otherwise. 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 circumstances, exceed the actual price of the *Stayntech®* process paid to Seller.

This Limited Warranty is in lieu of any other warranty, express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose; provided however, that to the extent required by law, implied warranties are included but do not extend beyond the duration of the express warranty first set forth above.

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

BrickImaging
3720 W. 72nd Ave.
Westminster, CO 80030