

Effective Date: June 5, 2025

**Product:** STAYNTECH®

Manufacturer: BrickImaging Inc.

# 15-Year Limited Warranty ("Limited Warranty")

# **Scope of Warranty**

BrickImaging® provides this Limited Warranty only to those who meet the definition of "Covered Person." If the Coating (STAYNTECH®) peels or blisters during the 15-Year Term of this Limited Warranty, BrickImaging Inc. will, upon compliance with the Conditions of Limited Warranty, supply replacement coating to the Covered Person in a quantity sufficient to repair the peeling or blistering.

## **Conditions of Limited Warranty**

- 1. **Proof of Coverage:** The claimant must provide proof of being a Covered Person as defined below.
- 2. **Storage:** The product must have been stored according to STAYNTECH® instructions at all times between purchase and installation.
- Installation: The product must be installed or applied according to STAYNTECH® published installation instructions and technical data sheets. This includes application of the Stayntech® masonry top-coat sealer immediately following the staining application per the written Stayntech® application instructions. Failure to follow these instructions may void this Limited Warranty.
- 3. **Notice of Defect:** The Covered Person must provide written notice to BrickImaging Inc. within 30 days of discovering any defect covered by this Limited Warranty and before starting any permanent repair. The notice must include details of the defect, location, and photos. Coating samples may be required.
- 4. **Protection and Access:** The Covered Person must protect affected property at their own expense and allow BrickImaging Inc. or its agents to inspect, photograph, and take samples of the coating before any permanent repair.
- 5. **Non-Transferable:** This Limited Warranty is not transferable and is limited to the Covered Person and the 15-Year Term.

#### **Exclusions**

This Limited Warranty does not cover damage or defects resulting from:

- Improper storage, shipping, handling, or installation.
- Improper surface preparation or failure to follow STAYNTECH® installation or application instructions.
- Neglect, abuse, misuse, repair or alteration.
- Structural movement, incorrect design or construction, or acts of God (e.g., hurricanes, hail, floods, earthquakes).
- Failure of previous coatings, or combinations with incompatible paints or coatings.
- Flat surfaces including but not limited to pavers, walkways, window ledges, tops of retaining/planter walls, or similar horizontal surfaces.
- Lack of proper maintenance or other causes not attributable to manufacturing defects by STAYNTECH®.

STAYNTECH® LIABILITY IS LIMITED TO PROVIDING REPLACEMENT COATINGS FOR PEELING OR BLISTERING AND DOES NOT COVER LABOR OR COSTS ASSOCIATED WITH APPLICATION OR REMOVAL.

#### Disclaimer

STAYNTECH® disclaims all other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, except where consumer product warranty laws apply. In such cases, the duration of any implied warranties is limited to the duration of the Limited Warranty.

No other warranty will be made by STAYNTECH® or the seller, by law, usage of trade, or course of dealing.

### **Exclusion of Incidental and Consequential Damages**

STAYNTECH® is not liable for any incidental, special, indirect, or consequential damages arising from non-delivery, use, misuse, or defects in the product. Some states do not allow the exclusion of incidental or consequential damages, so this limitation may not apply.

#### **Definitions**

- 1. **Limited Warranty:** Refers to the warranty, conditions, disclaimers, and exclusions described herein.
- 2. Coating: STAYNTECH®
- 3. **Covered Person:** (i) The purchaser of the Coating who applies it to their own structure, or (ii) The owner of the structure if the Coating was purchased and applied by someone else.
- 4. **15-Year Term:** The period beginning on the date of purchase and ending 15 years later, or when the Covered Person no longer owns the structure, whichever comes first.

# **Shipping Restrictions**

# 1. Location Restrictions

 Certain products cannot be shipped to specific locations due to local regulatory restrictions. Please contact us for more information regarding your specific location.

# 2. Shipping Method Restrictions

 Certain order sizes must be shipped via freight, and some international locations cannot accept freight. Please contact us for details on shipping methods available for your order size and location.

### **Contact Information:**

#### **Customer Service**

• Email: support@brickimaging.com

• **Phone:** (303) 255-2130

**Note:** This warranty and policy document gives you specific legal rights, and you may also have other rights which vary from state to state.