

Boral Versetta Stone®

50-Year Transferable Limited Warranty on Boral Versetta Stone® Products Limitations on the transferability of this warranty are set forth herein

INTRODUCTION

Thank you for your recent purchase of Boral Versetta Stone® panelized, manufactured stone veneer products ("Product(s)"). This express limited warranty ("Warranty") only covers Boral Versetta Stone® panelized, manufactured stone veneer products manufactured by Boral Stone Products LLC ("Boral").

WHO IS COVERED AND FOR HOW LONG

Subject to the following terms, Boral warrants its Products for fifty (50) years to the original consumer purchaser (the "Purchaser") (based upon the date of retail purchase, date of substantial completion of the installation if professionally installed, or date of settlement of the purchase of a newly constructed building, whichever is applicable). This Warranty is personal to you; however, the Warranty may be transferred to any subsequent purchaser(s) of your home or building during the first fifteen (15) years after the original purchase date (as described above), but the warranty period as to such subsequent owners is limited to fifteen (15) years from the original purchase date (as described above).

WHAT BORAL WARRANTS

Boral, subject to the conditions and limitations listed herein, warrants its Products to be manufactured to substantially exhibit the physical properties at time of manufacture that are described on the Boral Versetta Stone® data sheet as found on our website at www.versettastone.com.

WHAT IS NOT COVERED

We do not cover damage to the Product due to any cause not expressly covered herein. This Warranty does not cover any problems with non-defective material caused by conditions or handling beyond our control. Some examples of conditions not covered by this Warranty include:

1. Improper application, use of accessories which do not properly receive and/or secure our Products, or installation not in strict adherence to the applicable installation instructions or installation not in accordance with local building code requirements.
2. Damage resulting from accident, misuse, neglect, casualty, fire, vandalism, plant growth, impact of foreign objects, salt or de-icing chemicals, excessive exposure to water due to things such as standing water, water backups, improper flashing, leaks, seepage or irrigation systems, failure of or damage to the wall substrate on which the Product was applied caused by movement, distortion, cracking, or settling of such wall or the foundation of the building, surface discoloration due to airborne stains, pollutants, algae, fungi, lichens or cyanobacteria, moss and mold growth, exposure to harmful chemicals, external heat sources (including, but not limited to, a barbecue grill, fire, or reflection from windows and doors), acts of God, or other such occurrences beyond the control of Boral;
3. Material that has been painted, varnished, sealed with non-breathable sealer, or similarly coated over the manufacturer's original finish; and
4. The use of sandblasting, power washing, silicone treatments, or any other form of chemical wash.

Products shall not be in breach of this Warranty if they contain or exhibit (i) minor chipping, as defined under ASTM C1364, Section 8.2; or (ii) minor cracks, as defined under ASTM C 90-05, Section 7.2.1, incidental to the usual methods or materials of manufacture or minor chipping resulting from customary methods of handling in shipment and delivery which do not affect the proper placement of the unit or significantly impair the strength or permanence of the construction.

Products are not warranted against discoloration caused by air pollution, exposure to harmful chemicals, or "normal weathering" resulting from exposure to the elements. "Normal weathering" is defined as the damaging effects of sunlight and extremes of weather and atmosphere that may cause any colored surface to oxidize, fade, or become soiled or stained over time.

Boral strives to accurately reproduce the colors of its masonry stone veneer Products in its marketing literature and sample boards. The Product colors that you see are as accurate as technology allows. Boral makes no warranty with respect to any real or perceived color differences between those depicted in its marketing literature and sample boards and those of the actual Products that will be installed on or within the home or building. Boral recommends that you look at actual Product samples before making a color selection for your home or building.

WHAT IS YOUR REMEDY

1. Coverage Period. During the warranty period, if the Products are not in conformance with our Warranty, Boral will, in its sole discretion, either (i) repair or replace the nonconforming Products, or (ii) refund the price paid for the Products, all in accordance with the provisions stated below. Labor costs for removal or installation are not covered. Any Products repaired or replaced hereunder will continue to be covered under the terms of this Warranty for the remainder of the applicable warranty period.
2. Prorated Period. During the warranty coverage period, we will take into account the number of months of use you and your predecessor have enjoyed the Products through the date of your claim, and reduce the amount of our payment to you accordingly. That is, we will prorate the amount of your payment through the date of your claim. For example: if you are the purchaser, you have a 50-year warranty (600 months). If you make your claim in the last month of the 20th year of the warranty (i.e., the 240th month), we will not cover labor but will pay you, at our sole discretion, either (i) 360/600ths of the price paid for the Product or (ii) 360/600ths of the reasonable material cost to repair or replace the Product. The prorated period will change based on the remaining warranty duration if the Purchaser transfers the Warranty to a subsequent owner as described above.
3. Exceptions. At all times, Boral's obligation to pay for repair or replacement of the defective product is subject to certain limitations. Specifically, all material costs must be pre-approved by Boral and Boral retains the right to provide materials in lieu of compensation. Additionally, Boral will not pay for any accessories or related work.

SUBMITTING A WARRANTY CLAIM

To make a claim under this Warranty, you shall notify Boral of the claim promptly following its discovery and you shall submit with such notification proof date of the purchase and/or installation, and proof of property ownership, in order to provide Boral an opportunity to investigate the claim and examine the material claimed to be defective.

All notifications shall be provided to Boral at Boral Stone Products Warranty Department, 2256 Centennial Road, Toledo, Ohio 43617 or call 1-866-577-8663. Shortly after we receive your communication, we will contact you regarding your claim. To fully evaluate your claim, we may ask you to provide pictures of your Products or samples for us to test. If you have any questions, do not hesitate to write us at the address above or call 1-866-557-8663.

REPLACEMENT AND PRODUCT VARIATIONS

As a result of our ongoing efforts to improve and enhance our product line, we reserve the right to discontinue or modify our Products, including their colors, without notice to you and we shall not be liable to you as a result of such discontinuance or modification. We are not liable to you if you make a warranty claim in the future and any replacement Products you receive vary in color or finish because of normal weathering or changes in our product line. You should understand that if we replace any Products under this Warranty, we reserve the right to provide you with substitute Products that are comparable only in quality and price to your original Products.

LIMITATIONS

EXCEPT AS SET FORTH ABOVE, BORAL MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCT SOLD. BORAL STATEMENTS CONCERNING THE PRODUCT(S) COVERED BY THIS WARRANTY, OR STATEMENTS CONTAINED IN BORAL'S GENERAL ADVERTISING, PAMPHLETS OR OTHER PRINTED MATERIALS DO NOT CONSTITUTE WARRANTIES, AND PURCHASER ACKNOWLEDGES THAT IT HAS NO RIGHT TO RELY UPON SAME. BORAL, WHETHER AS A MANUFACTURER OR CARRIER, 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 PRODUCT. BORAL'S 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, BORAL SHALL NOT BE LIABLE FOR LOSS OF SALES, REVENUES OR PROFITS OR CLAIMS OF ANY THIRD PARTIES.

LEGAL RIGHTS

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. Some states do not allow the exclusion or limitation on incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. If the laws of a particular state require terms other than or in addition to those contained in this Warranty, this Warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this Warranty or any provision of this Warranty or to prevent the imposition of any fines, penalties or any liability.