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## MANUFACTURER'S 75-YEAR LIMITED WARRANTY

Texas Stone Designs ("TSD") warrants its products for seventy-five (75) years to the original purchaser. This warranty only applies when products are installed in accordance with the National Concrete Masonry Association's (NCMA) installation guide for manufactured stone veneer. A copy of the installation guide can be downloaded from our website at [www.texasstonedesigns.com](http://www.texasstonedesigns.com).

This warranty only applies to products manufactured by TSD. TSD products are not waterproof and must be incorporated into a wall assembly designed by a building professional that contains adequate mechanisms for water management. TSD has no responsibility for damage caused by moisture intrusion through the building envelope or around any of the building envelope components or by vapor transmission from the inside of the building to a moisture sensitive part of the wall assembly. Stone surfaces may contain small air holes or surface anomalies such as minor chips or cracks. These occurrences are not considered manufacturing defects. Changes in the appearance of TSD products caused by normal weathering is also not considered manufacturing defects. Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which may cause any colored surface to fade, oxidize, or accumulate dirt or stains. This warranty excludes damage resulting from structure settlement and other types of wall movement; contact with paint or chemicals; discoloration due to airborne contaminants; exposure to acids, harsh chemicals, or pressure washing; staining, oxidation, and water damage.

TSD 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. TSD recommends that you look at actual product samples before making a color selection for your home or building.

This warranty only covers manufacturing defects in TSD products and is limited to the replacement or repair of defective products only and does not cover the labor cost for removal or installation of defective products.

TSD's obligations under this warranty shall only begin if the owner notifies TSD in writing within thirty (30) days of actual or constructive notice of the alleged defect. TSD shall be

allowed a reasonable period of time and authorization to remove samples, so as to perform any testing TSD deems necessary to investigate and determine the cause of the defect. To fully evaluate your claim, TSD may ask you to provide pictures of your products in addition to samples.

TSD reserves the right to discontinue or modify our products, including their colors, without notice to the purchaser and shall not be liable to the purchaser as a result of such discontinuance or modification. TSD will not be liable for replacement products that vary in color or finish due to normal weathering or changes in our product line. You should understand that if TSD replaces 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.

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