

EXPERIENCE THE THIN BRICK REVOLUTION

SPEEDYMASON 50 YEAR PANEL WARRANTY

- 1. WARRANTY. Speedymason, LLC ("Speedymason") warrants that the Product sold hereunder will be free from defects in material under normal use and service for a period of Fifty (50) years from the date of original delivery, provided that the Buyer complies with the terms and conditions set forth at paragraph 4. hereunder. Buyer's sole remedy and Seller's sole obligation in the event of a breach of the warranties set out in this paragraph shall be to repair and replace the product to bring such into compliance with this warranty. Seller's obligation to remedy any breach of warranty set out in this paragraph shall be void to the extent that (i) installation and initialization of the Product shall not have been performed in accordance with Speedymason Product and Installation Guide, a copy of which is attached hereto and made a part hereof by reference; or (ii) the defects are caused by (A) abuse, misuse, improper maintenance or operation, electrical failure or abnormal conditions; (B) structural defects, building settlement or movement, subjection to corrosive materials, fire, flood or any other acts of God; or (C) tampering, alteration, modification, repair or rework done by anyone not approved by Seller in writing.
- 2. DISCLAIMER OF OTHER WARRANTY. Seller's Warranty In This Paragraph Is In Lieu Of And Excludes All Other Warranties Of Seller, Any Other Manufacturer Of The Products, And Any Other Entity Involved In The Manufacture, Sale Or Servicing Of The Product (Or Any Portion Thereof) And Their Respective Subsidiaries, Affiliates And Related Companies. Seller Hereby Expressly Disclaims All Such Other Warranties Whether Express, Implied, Statutory, Or Otherwise Created Under Applicable Law, Including But Not Limited To Any Warranty Of Merchantability And Any Warranty Of Fitness For A Particular Purpose Or Use.
- 3. EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY. The Remedies Provided In This Agreement Are Buyer's Sole And Exclusive Remedies. In No Event Shall Seller, Any Other Manufacturer Of The Product, Or Any Other Entity Involved In The Manufacture, Sale Or Servicing Of The Product Be Liable For Special, Incidental Or Consequential Damages, Including Loss Of Profits, Even If Seller Has Been Advised Of The Likelihood Of Such Losses. In No Event Shall Seller's Liability To Buyer Exceed The Unit Price Of The Defective Product. Seller Neither Assumes Nor Authorizes Any Agent, Employee, Representative Or Any Other Person To Assume For It Any Other Liability In Connection With The Sale, Installation, Service Or Use Of Its Product.
- 4. RESTRICTIONS AS TO APPLICABILITY OF WARRANTY. The following terms and conditions apply to the Speedymason Warranty set forth herein:
 - (a) The Speedymason Warranty will apply only in the event that the Buyer submits a form, within ninety (90) days of the completed installation of the Product that includes the project name, address and building type; the project's start date and completion date; the Buyer's name, address and phone number; the architect's name, address and phone number; the installer's name, address, phone number and signature; the name of the general contractor(s) and their addresses, phone numbers and signatures. In addition, Buyer must submit a copy of the original Purchase Order, a minimum of six (6) photos showing the various stages of the project, including the finished building demonstrating the Product was installed in accordance with Speedymason Product and Installation Guide.
 - (b) Speedymason Warranty will apply only to Products that are installed in accordance with Speedymason's Product and Installation Guide.
 - (c) Speedymason Warranty will apply only to the Speedymason plastic composite panel alone.