

CHAPTER 4. – DOCUMENTS AND INFORMATION

FIVE YEAR LIMITED WARRANTY

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American Limestone Company (ALC), a Texas Corporation, provides a Five Year Limited Warranty of the products it has manufactured under the specific conditions provided herein to the contractor or subcontractor who is the original buyer (Buyer) and not to any successive purchaser.

This warranty may not be transferred nor assigned by the Buyer. Since the products supplied by ALC are building materials and are not intended to be sold to a "consumer" except as part of real estate or as a major addition thereto, this warranty is not intended to apply to any party constituting a "consumer" as defined by the Magnuson-Moss Warranty Act.

ALC warrants its products throughout this Limited Warranty when properly installed according to the specifications and procedures prescribed by ALC, and when used in combination with ALC's other products in accordance with ALC's specifications and procedures. No Warranty set forth herein shall be effective until the products subject to said warranty have been paid for in full.

ALC's sole responsibility under this Limited Warranty shall be to repair or replace, at its option, products at no charge. This is Buyer's sole remedy under this warranty. ALC shall under no conditions be responsible for labor or transportation expenses. ALC makes no other express warranty with respect to its products.

ALC shall make any final judgment as to what constitutes a valid claim under this Limited Warranty.

This Limited Warranty excludes all incidental and consequential damages as those terms are defined in Section 2.715 of the Uniform Commercial Code or other applicable law, regardless of cause.

ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION PERIOD OF THIS EXPRESS LIMITED WARRANTY.

ALC shall not be responsible for damage or injury caused by materials not produced by or sold by ALC, nor damage or injury caused by earthquake, fire, flood, or other acts of God, structural movement, movement of surrounding or nearby structures or areas, damage or injury caused in whole or in part by insufficient or defective waterproofing (including, but not limited to, insufficient or defective waterproofing between ALC materials and non-ALC materials), nor any other damage or injury not directly caused or related to the ALC products.

Defects caused by misuse, mishandling, improper storage, improper application, improper combination of products supplied by ALC with products provided by other suppliers, or failure to follow ALC's specifications and procedures are not warranted under any circumstances.

This Limited Warranty begins on the date of purchase of particular products by the Buyer.

Any claim arising hereunder must be promptly submitted to ALC in writing, together with proof of purchase within thirty (30) days of the basis of the claim becoming apparent or know, and within the warranty period. After ALC's determination of a valid claim under this warranty, it will, at its option, either repair or replace the defective material. It is to be clearly understood that most of the materials supplied by ALC are manufactured from natural stone, and that colors of stone may vary.

ALC makes no express nor implied warranties except such as are expressly set forth herein or required by law. No agent, distributor, salesman, wholesale or retail dealer shall have authority to bind ALC to any warranty, representation or affirmation except those expressly set forth herein.

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