

## *Brick Warranty*

McNear Brick & Block (Manufacturer) warrants from the date of purchase by original buyer (Owner) for a period of 101 years to the owner and subsequent transferees that the brick which is manufactured and sold by McNear Brick & Block and which is installed in the Owner's Building (the Brick) is free from defects in material and workmanship, is in compliance (to the extent applicable to the type of brick sold) with pertinent grading rules and the following specifications of the American Society for Testing Materials (i) C216 standard specification for facing brick, (ii) C62 standard specification for building brick, (iii) C902 standard specification for pedestrian and light traffic paving brick, and (iv) C1088 standard specification for thin veneer brick, in each case as in effect on the date applicable when this Limited Warranty issues, and will not fail structurally because it does not comply with such specifications. This Warranty is subject to the following Limitations and Exclusions:

### **LIMITATIONS AND EXCLUSIONS**

This Limited Warranty does not apply to failure, damage, deterioration, or color change to the Brick resulting from:

1. Faulty building methods, faulty wall prefabrication or in structural defects;
2. Failure or cracking of brick due to settling of the Building or subsidence;
3. Incorrect use of mortar or deterioration of mortar (all mortar joints must be full);
4. Inferior masonry workmanship including that which does not comply with BIA standards in BIA Tech Notes 7-B (April 1985), specifically excluding flush, raked, and extruded joints;
5. Non-compliance with applicable building codes;
6. Storm, flood, hurricane, earthquake, tornado, lightening, fire or other Acts of God;
7. Collision, vandalism, war, civil unrest or other accidental or intentional events;
8. Deterioration and discoloration from the effects of acid rain, pollution or other applied chemicals whether intended or unintended.
9. Actions of or materials provided by any person other than McNear Brick & Block.
10. Certain of our brick colors (Balboa, Berkshire, Black Hills, Greenhill, Greenwich, Holbourn, Limehouse, Portsmouth, Rustic, Sacramento Rustic, San Joaquin Rustic, Santa Fe Rustic, and Whitehall) have coatings that incorporate cement, lime, and asphalt to mimic reclaimed bricks. As with actual reclaimed bricks, these coatings are subject to weathering when exposed to weather and traffic, and can be damaged by acid-based cleansers, and aggressive cleaning.

### **EXCLUSIVE REMEDY**

Any claim arising under this Limited Warranty must be promptly submitted in writing to the Manufacturer and must be accompanied with proof of Owner's purchase. McNear Brick & Block shall have the right, but not the obligation, to have its own representatives verify the nature, extent, and case of alleged defects. If any Brick is found by Manufacturer to not comply with its written warranty as set forth above, then, at Manufacturer's election, it shall have the option of: (i) repairing the Brick, (ii) providing replacement Brick, or (iii) refunding the purchase price of the Brick paid at the time of original purchase. In no event shall Manufacturer be responsible for any labor costs. If the parties cannot resolve a claim under this Limited Warranty, any controversy will be settled by arbitration through the American Arbitration Association in accordance with its Construction Industry Arbitration Rules, and judgment on the arbitrator's award will be entered by any court with jurisdiction.

The remedy of replacement and or repair shall be the sole and exclusive remedy for any breach of this Limited Warranty, and under no circumstances shall McNear Brick & Block be liable for any incidental, special, or consequential damages resulting from any breach of this warranty or alleged defect in the Brick, although McNear Brick & Block expressly disclaims any other warranty than those expressly set forth herein, any implied warranty of merchantability which may nevertheless be available to Homeowner shall be limited to the duration of this Limited Warranty or the expiration of the applicable Statutes of Limitations, whichever is sooner. McNear Brick & Block expressly disclaims any and all other warranties of any kind whatsoever as to its Brick including but not limited to express or implied warranties of fitness for particular purposes sold, description, or quality of the Brick. McNear Brick & Block makes no warranty as to the aesthetic qualities of the Brick.

This warranty gives Owner and subsequent transferees specific legal rights, but they may also have other rights that vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Owner and subsequent transferee.