

Columbus Brick Company

Since 1890

Limited Warranty

Terms of Warranty. Columbus Brick Company ("Seller") warrants to the owner of any building or residence constructed with brick manufactured by Seller (the "Brick") that the Brick meets the American Society for Testing and Materials (ASTM) specifications for the Brick in effect at the time the Brick was manufactured.

Residential Buyer Warranty Period. This limited warranty for an original homeowner who closes on and resides in a home within one year after construction (the "Residential Buyer") commences as of the date the Residential Buyer closes and shall extend, so long as the Residential Buyer owns and lives in the home. This warranty is not transferable.

Non-Residential Buyer Warranty Period. Any original owner that is not a Residential Buyer (including commercial entities) shall be considered a "Non-Residential Buyer." The warranty period for a Non-Residential Buyer shall be fifty (50) years from the date Seller sells the Brick.

Notice and Remedies for Warranty Claims. Residential Buyer and Non-Residential Buyer (either of which shall be referred to herein as the "Buyer") shall notify Seller in writing within thirty (30) days of the date Buyer first knows that any Brick manufactured by Seller and sold to Buyer may or does not comply with the warranty specifications. The written notice shall explain the basis for the claim and the date the building or structure was built or purchased by Buyer. Buyer must also provide proof of ownership of the building or residence acceptable to Seller, at Seller's sole discretion. If available, Buyer shall furnish the original invoice number for the Brick and Brick code as stated on the invoice. Seller shall have the right to investigate all claims and to inspect all Brick involved. If any Brick fails to comply with Seller's written warranty as set forth above, then, at Seller'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 Seller be responsible for any labor costs.

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

Legal Rights. No limitations or exclusions contained in this limited warranty shall apply where prohibited by law, and this limited warranty shall be deemed modified so as to comply with the appropriate laws of such state.

THIS LIMITED WARRANTY DOES NOT APPLY TO FAILURE, DAMAGE, DETERIORATION OR COLOR CHANGE TO THE SELLER'S BRICK RESULTING FROM: (A) USE OF IMPROPER MORTAR OR FAILURE OR DETERIORATION OF MORTAR; (B) IMPROPER BUILDING PRACTICES AND/OR IMPROPER MASONRY WORKMANSHIP WHICH RESULT IN STRUCTURAL DEFECTS IN THE RESIDENCE; (C) FAILURE OR CRACKING OF BRICK DUE TO SETTLING OF THE RESIDENCE OR SUBSIDIENCE OF THE GROUND; (D) NON-COMPLIANCE BY THE BUILDER AND/OR MASON WITH APPLICABLE BUILDING CODES; (E) VANDALISM, COLLISION, WAR, CIVIL UNREST, OR OTHER INTENTIONAL OR ACCIDENT EVENTS OR ACTS; (F) FIRE, FLOOD, STORM, EARTHQUAKE, TORNADO, HURRICANE, LIGHTNING STRIKES, OR OTHER ACTS OF GOD; OR (G) POLLUTION OR ACID RAIN.

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