BORAL STONE PRODUCTS LLC Build something great<sup>™</sup>



# Versetta Stone

50-YEAR WARRANTY



BORAL STONE PRODUCTS 2256 Centennial Road Toledo, OH 43617

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#### Build something great<sup>™</sup> with Boral

Roof tiles Roof Accessories Bricks Pavers Stone Explore the product range online www.versettastone.com Pub. No. 10012503-A. Printed in U.S.. @2011 Boral Stone Products I I C

BORAL

## Versetta Stone<sup>™</sup>

### 50-Year Limited Warranty on Versetta™ Products Limitations on the transferability of this warranty are set forth herein

#### INTRODUCTION

Thank you for your recent purchase of Versetta Stone™ panelized. manufactured stone veneer products ("Product(s)"). We have attempted to write this warranty in clear, easy to understand terms, including the limitations and restrictions, so you will fully understand the warranty we are making to you. However, if anything in this warranty is not clear to you, please call us at 1-800-GET-PINK®.

#### WHO IS COVERED AND FOR HOW LONG

Boral Stone Products LLC ("Boral") warrants its Products for fifty (50) years to the original consumer purchaser (the "Purchaser") (based upon the date of retail purchase, date of substantial completion of the installation if professionally installed, or date of settlement of the purchase of a newly constructed building, whichever comes first (the "Warranty Commencement Date") and the first transferee from the original consumer purchaser, in accordance with terms and conditions of this warranty.

#### TRANSFERABILITY OF THIS WARRANTY

You can transfer this warranty one time, anytime during the life of the warranty. The warranty will be transferred to the purchaser of your home or building under the terms and conditions of this warranty as a fifty (50) year limited warranty having started as of the Warranty Commencement Date. For this warranty to be transferred, the homeowner or building owner, as the case may be, must complete and return the attached Warranty Transfer Card, along with a transfer fee of one hundred dollars (\$100.00), within sixty (60) days after the date of the real estate transfer to obtain the benefits of this warranty. Proof of purchase of the Product and the installation date must be submitted at the same time. AFTER YOU HAVE TRANSFERRED THIS WARRANTY TO THE PURCHASER OF YOUR HOME OR BUILDING. IT MAY NOT BE TRANSFERRED AGAIN. THAT IS, THE PURCHASER OF YOUR HOME OR BUILDING MAY NOT TRANSFER THIS WARRANTY TO ANY SUBSEQUENT PURCHASERS.

#### WHAT BORAL WARRANTS

Boral, subject to the conditions and limitations listed herein, warrants its Products to be manufactured in accordance with our published specifications and to be free from manufacturing defects.

#### WHAT IS NOT COVERED

We do not cover damage to the Product due to any cause not expressly covered herein. This warranty does not cover any problems with nondefective material caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

- 1. Improper application, use of accessories which do not properly receive and/or secure our Products, or installation not in strict adherence to the applicable installation instructions or installation not in accordance with local building code requirements;
- 2. Damage resulting from accident, misuse, neglect, casualty, fire, vandalism, plant growth, impact of foreign objects, salt or de-lcing chemicals, excessive exposure to water due to things such as standing water, water backups, improper flashing, leaks, seepage or irrigation systems, failure of or damage to the wall substrate on which the Product was applied caused by movement, distortion, cracking, or settling of such wall or the foundation of the building, surface discoloration due to

airborne stains, pollutants, algae, fungi, lichens or cyanobacteria, moss and mold growth, exposure to harmful chemicals, external heat sources (including, but not limited to, a barbecue grill, fire, or reflection from windows and doors), acts of God, or other such occurrences beyond the control of Boral;

- 3. Material that has been painted, varnished, sealed with non-breathable sealer, or similarly coated over the manufacturer's original finish;
- 4. The use of sandblasting, power washing, silicone treatments, or any other form of chemical wash:
- 5. Minor chipping, as defined under ASTM C 1364, Section 8.2; and
- 6. Minor cracks, as defined under ASTM C 90-05, Section 7.2.1, incidental to the usual methods or materials of manufacture or minor chipping resulting from customary methods of handling in shipment and delivery which do not affect the proper placement of the unit or significantly impair the strength or permanence of the construction.

Products are not warranted against discoloration caused by air pollution, exposure to harmful chemicals, or "normal weathering" resulting from exposure to the elements. "Normal weathering" is defined as the damaging effects of sunlight and extremes of weather and atmosphere that may cause any colored surface to oxidize, fade, or become soiled or stained over time.

Boral strives to accurately reproduce the colors of its masonry stone veneers products in its marketing literature and sample boards. The product colors that you see are as accurate as technology allows. Boral 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. Boral recommends that you look at actual product samples before making a color selection for your home or building.

#### WHAT IS YOUR REMEDY

- 1. Coverage Period. During the warranty period, if the Products are not in conformance with our warranty. Boral will, in its sole discretion, either (i) repair or replace the nonconforming Products, or (ii) refund the price paid for the Products, all in accordance with the provisions stated below. Labor costs for removal or installation are not covered. Any Products repaired or replaced hereunder will continue to be covered under the terms of this warranty for the remainder of the original warranty period.
- 2. Prorated Period. During the warranty coverage period, we will take into account the number of months of use you have enjoyed through the date of your claim, and reduce the amount of our payment to you accordingly. That is, we will prorate the amount of your payment through the date of your claim. For example: given that you have a 50-year warranty (600 months) and you make your claim in the last month of the 20th year of the warranty (i.e., the 240th month), we will not cover labor but will pay you either (i) 360/600ths of the price paid for the Product or (ii) 360/600ths of the reasonable material cost to repair or replace the Product.
- 3. Exceptions. At all times, Boral's obligation to pay for repair or replacement of the defective product is subject to certain limitations. Specifically, all material costs must be pre-approved by Boral and Boral retains the right to provide materials in lieu of compensation. Additionally, Boral will not pay for any accessories or related work.

#### SUBMITTING A WARRANTY CLAIM

To make a claim under this warranty, you must notify us within thirty (30) days of discovering the problem. Call 1-800-766-3464. You may use the automated prompts (24 hours a day/7days a week) or speak with a representative (M-F 8:00AM-8:00PM EST) to open a claim. To fully evaluate your claim, we require that at your expense, you provide pictures and related documentation including proof of residence. Details regarding these requirements will be included in the packet sent to you once your claim is opened. If you have any questions, do not hesitate to call 1-800-766-3464.

#### REPLACEMENT AND PRODUCT VARIATIONS

As a result of our ongoing efforts to improve and enhance our product line, we reserve the right to discontinue or modify our products, including their colors, without notice to you and we shall not be liable to you as a result of such discontinuance or modification. We are not liable to you if you make a warranty claim in the future and any replacement products you receive vary in color or finish because of normal weathering or changes in our product line. You should understand that if we replace any Products under this warranty, we reserve the right to provide you with substitute products that are comparable only in guality and price to your original Products.

#### LIMITATIONS

ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PROVIDED ABOVE.

YOUR REMEDY FOR DEFECTIVE PRODUCT IS FULLY DESCRIBED IN THE PRECEDING SECTION ENTITLED "WHAT IS YOUR REMEDY." YOU ARE NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION. BORAL IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ECONOMIC LOSS, LOSS OF PROFITS OR REVENUE OR COSTS ARISING FROM THE LOSS OF USE OF PRODUCTS OR COST OF SUBSTITUTE PRODUCTS. BORAL SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING DAMAGE TO YOUR HOME OR BUSINESS OR TO YOUR HOME OR BUSINESS' CONTENTS.

Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

March 17, 2011

This card is to be completed at time of warranty transfer.	Transferred to:	
Narranty Commencement Date:	Real Estate Transfer Date:	
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**Transfer Card** 

Warranty

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Stone<sup>™</sup>

**Limited Warranty on Versetta** 

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Transfer card must be estate transfer.

Date Enclosed

Purchase and Installation

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Proof

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warranty

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with question

1-800-GET-PINK®

Call

For more information, visit our Web site at www.versettastone.com ©2011 Boral Stone Products LLC