

TERMS OF WARRANTY. Michigan Brick (“Seller”) hereby warrants to the owner of any building or residence constructed with Brick manufactured by Seller for use in such building or residence that the Brick meet the American Society for Testing and Materials (ASTM) specifications for such Brick in effect at the time such Brick was produced, including ASTM specifications C216, C62, C652, C1088, C902 or C1272 as applicable to such Brick.

RESIDENTIAL BUYER WARRANTY PERIOD. With respect to the original homeowner who closes on a home with the intent to reside in such home within one year after construction (the “Residential Buyer”) this warranty commences as of the date the Residential Buyer closes and shall extend for the life of the Residential Buyer so long as such Residential Buyer owns the home. In addition, the warranty shall extend for the life of the first successor or transferee of the Residential Buyer so long as the transferee owns the home. The warranty period does not extend beyond the time period that such first successor or transferee owns the home.

NON-RESIDENTIAL BUYER WARRANTY PERIOD. If the original owner that closes on a building or structure after construction is not a Residential Buyer, including without limitation, all commercial entities (a “Non- Residential Buyer”), the warranty shall extend for fifty (50) years from the date a Non-Residential Buyer closes on the building or structure after construction and shall be transferable during such fifty (50) year period. If the building or structure is a home and the Non-Residential Buyer sells such home to a Residential Buyer within one year after construction, then the Residential Buyer Warranty Period shall apply to such Residential Buyer.

WARRANTY EXCLUSIONS:

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

1. faulty building methods, faulty wall prefabrication or structural defects;
2. failure or cracking of Brick due to settling or subsidence of the building or residence;
3. incorrect use of mortar or deterioration of mortar (all mortar joints must be full);
4. inferior masonry workmanship or any tooling of mortar joints which does not comply with BIA standards or is not recommended in BIA Tech Notes 7B (Dec. 2005) for exterior Brickwork;
5. use of Brick for soffits, sills, or caps except as specifically outlined in BIA Tech Notes 36 (Jan. 1988) and 36A (Feb. 2001);
6. non-compliance with applicable building codes; or
7. deterioration and discoloration from the effects of acid rain, pollution or other applied chemicals whether intended or unintended.

NOTICE AND REMEDIES FOR WARRANTY CLAIMS. To preserve its warranty rights hereunder, 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 or is first put on inquiry notice that any Brick manufactured by Seller may or does not comply with the warranty specifications. Such written notice shall explain the basis for the claim and shall state the date the building or residence was purchased by Buyer. Buyer must also provide this Transferable Residential Limited Warranty and 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 such claims and to inspect all Brick involved. If any Brick is found by Seller to not comply with its 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 AND TO THE EXTENT NOT PROHIBITED BY LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY BRICK SOLD TO BUYER. 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 MAKES NO WARRANTY AS TO THE AESTHETIC QUALITIES OF THE BRICK. SELLER, WHETHER AS A MANUFACTURER OR CARRIER, 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. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. Some states do not allow the exclusion or limitation on 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 also have other rights which vary from state to state. If the laws of a particular state require terms other than or in addition to those contained in this warranty, this warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this warranty or any provision of this warranty or to prevent the imposition of fines, penalties or any liability.