

Realstone Systems™, LLC Limited Warranty

Realstone Systems, LLC™ (“RSS”) warrants its products for a period of ninety (90) days from the date of original purchase from RSS against manufacturing defects when used on a structure which conforms to all building codes and regulations and when installed in accordance with RSS’s instructions and specifications. In the event of a manufacturing defect, RSS will, at its sole option, credit the cost of the products purchased or provide new products to replace the products determined to be defective. This warranty is non transferable and limited to the original purchaser. The warranty may not be transferred to any subsequent owner. This warranty does not cover damage from: a) settlement of the building or improvement or other structural movements; b) contact with chemicals or paint; c) deterioration or discoloration due to airborne contaminants; or d) staining or oxidation. This limited warranty only covers manufacturing defects in RSS products. RSS is not responsible for labor costs in removal and replacement of defective products.

THIS LIMITED WARRANTY DOES NOT COVER, AND SHALL AUTOMATICALLY BECOME NULL AND VOID, FOR ANY OF THE FOLLOWING REASONS: 1) ABUSE; 2) MISUSE; 3) ACCIDENT; 4) IMPROPER INSTALLATION, APPLICATION OR MAINTENANCE; 5) FAILURE TO NOTIFY RSS OF A CLAIMED COVERED DEFECT IMMEDIATELY WHEN NOTICED

OR WHEN THE DEFECT SHOULD HAVE BEEN NOTICED: OR 6) FAILURE TO USE THE PRODUCTS IN ACCORDANCE WITH RSS’S INSTRUCTIONS, SPECIFICATIONS AND GUIDELINES. THIS WARRANTY IS EXCLUSIVE, AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, RSS MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ANY EVENT, THE SOLE REMEDY OF THE ORIGINAL PURCHASER SHALL BE A CREDIT FOR THE COST OF THE PRODUCTS PURCHASED FROM RSS OR, AT RSS’S OPTION, REPAIR OR REPLACEMENT OF SUCH PRODUCTS. RSS SHALL UNDER NO CIRCUMSTANCES, WHETHER FOR A FAILURE OF ITS LIMITED WARRANTY OR OTHERWISE, BE LIABLE TO BUYER OR OTHERWISE FOR SPECIAL, INCIDENTAL, DIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES IN EXCESS OF ANY AMOUNTS PAID TO RSS HEREUNDER. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF RSS.

Customer must determine the appropriate use for any natural stone products purchased. Natural stone is a product of nature and inherently lacks uniformity and is subject to variations in color, hardness, strength, slip resistance, density, and efflorescence, splitting and bleeding due to iron content and / or other conditions. These are not an accepted reason for warranty claim, return, exchange, or credit request. Further, material damaged due to mishandling can not be returned or credited. Any samples submitted are with the understanding that these qualities are inherent in the nature of the product and are not to be considered latent defects. Realstone Systems LLC™, cannot be held liable in any cause of action and makes no expressed or implied warranty of merchantability or fitness for a particular purpose for any type of application.

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