

WARRANTIES AND LIMITATIONS OF LIABILITY

- a. **Definitions.**
 - i. "Seller" means Edward's Stone, Inc.
 - ii. "Customer" means the person or entity that originally purchased the Product from Seller.
 - iii. "Installer" means Edward's Stone, Inc. or its designated subcontractors.
 - iv. "Product" means the product purchased by Customer from Seller.
 - v. "Installation" means the installation of the Product by Installer.
 - vi. "Term" means one year from the date of the Installation by the Installer.
 - vii. "Claim" means a claim for repairs or replacement under this Warranty (defined below).
 - viii. "Structure" means the wall(s), building(s), or other structure(s) or part thereof to which the Product is attached, affixed to, comprises a part of, incorporated into, or resting upon.
 - ix. "Site" means the real property upon which the Structure is located and any improvements thereon.
 - x. "Repairs" means repairs or replacements to the Product under this Warranty.
- b. **Payment and Warranty.** Subject to the limitations contained herein, and provided that Seller has received payment from Customer for the Product and any labor or materials provided by Seller to Customer as part of the Installation, Seller warrants against any damage to the Product resulting directly from the Installation (the "Warranty").
- c. **Transferability.** This Warranty is conveyed exclusively to Customer and is non-transferable and non-assignable by Customer to any other party without the prior written consent of Seller.
- d. **Term of Warranty.** This Warranty is valid for the Term.
- e. **Assignment of Other Warranties.** Seller hereby assigns to Customer any rights it may have under any warranty extended by a third party, if any, covering the Product or any materials used in the Installation.
- f. **Sole Remedy.** The sole remedy of the Customer under this Warranty is the Repair of the portion of the Product damaged as a direct result of the Installation. The following shall apply to any such Repairs:
 - i. All such Repairs shall be completed by the Installer;
 - ii. Repairs provided under this Warranty do not renew or extend the Term and any Warranty on any Repairs provided hereunder shall expire on the date of the expiration of the Term; and
 - iii. The Customer acknowledges that there is no guarantee that the same or similar Product will be available at the time of any Repairs. Customer agrees to accept a reasonable replacement Product in such event.
- g. **Claim Submission.** The process for submitting a Claim shall be as follows:
 - i. Any Claim shall be submitted in writing to Seller within 90 days of Customer's discovery of the damage to the Product giving rise to such Claim.
 - ii. Every Claim shall include a detailed description of the damage to the Product, the circumstances surrounding such damage, and the date of Customer's discovery of the same.
 - iii. Within a reasonable time after receipt of a Claim, Seller shall review the same to determine whether coverage for such Claim is available under this Warranty. Upon completion of its investigation of such Claim, Seller shall provide written notice of its decision to Customer in writing.
 - iv. If Seller determines the Claim is covered by this Warranty, Seller will contact Customer to schedule the necessary Repairs.

- v. Customer acknowledges that Seller may require a physical inspection of the Product and the Site as part of its investigation of a Claim. Upon request, Customer agrees to cooperate with Seller to arrange for on-Site inspection of the Product and Site for the purposes of investigating a Claim.
- h. **Exclusions.** Without limiting any rights or defenses of Seller, the Warranty does not provide coverage for damage to the Product resulting from:
 - i. improper maintenance or failure to maintain the Product, Structure, Site, or any part thereof in accordance with manufacturer specifications for the products and materials comprising the same;
 - ii. changes to any Site conditions, including, without limitation, erosion, upheaval, settling, or any other movement of the earth under or around the Structure;
 - iii. movement of any walls, foundations, or transition areas comprising a part of the Structure or Site;
 - iv. modifications to the Product, Structure, or Site performed by Customer or any third party including, without limitation the application or removal of any sealants;
 - v. the action or inaction of contractors or subcontractors of Customer, other than Installer, in the installation or modification of the Product, Structure, or Site;
 - vi. the negligence, recklessness, or other improper acts of Customer or any third party;
 - vii. the use of the Product or Structure in a manner contrary to the instructions and specifications of the manufacturer of the materials utilized in the construction of the same;
 - viii. the design of the Structure or Site or the suitability of the Product for use as applied to the Structure or Site; and
 - ix. extreme weather (to include, without limitation excessive winds, heat, cold, or precipitation), acts of God, fire, explosion, flood, epidemic, governmental actions, war or threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, labor disputes, strikes, or any other events outside of the control of Seller.
- i. **Liability Limitation.** IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, WHETHER ALLEGED TO ARISE FROM BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, OR IN FACT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY. FURTHER, SELLER'S LIABILITY TO CUSTOMER SHALL NOT EXCEED THE TOTAL SUM PAID BY CUSTOMER TO SELLER FOR THE INSTALLATION.
- j. **Sole Warranty.** The terms and conditions above represent the sole and exclusive warranty with regard to damage to the Product arising from the Installation. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- k. **Governing Law.** This Warranty and all disputes arising hereunder shall be governed by the laws of the State of Nebraska. The parties hereto consent to the personal jurisdiction of the state and federal courts serving Lancaster County, Nebraska.