## STONEPARK SCREW-ON PRODUCTS

## 50 YEAR TRANSFERABLE LIMITED WARRANTY:

This limited warranty ("Warranty") exclusively covers Stonepark Screw-On Products®, which are manufactured stone veneer merchandises produced by Stonepark Inc. ("Stonepark"). The warranty ensures coverage provided the items are properly installed according to our installation guide and technical data sheet.

This Warranty is effective for sales after January 26, 2023 ("Effective Date") and complies with Canadian laws. It replaces all previously published versions of this Warranty for products sold on or after the effective date.

<u>Coverage Period:</u> This warranty applies for 50 years to the original consumer purchaser (referred to as the "Purchaser"), determined by the date of retail purchase.

<u>Transferability:</u> While this warranty is specific to you, it can be transferred to any subsequent owner within 15 years from the original purchase date (as described above). However, the duration of the warranty starting from the original purchase date remains unaltered.

<u>Scope of the Warranty:</u> The warranty covers any defects in materials under normal use during the warranty period, regardless of ownership changes. Stonepark Inc. will replace any product, at its discretion, that proves to be defective within the warranty period. This does not include labor to remove or install products or the cost of shipping replacement products. Stonepark Screw-On makes no warranty whatsoever regarding materials or components of construction not sold or manufactured by Stonepark Inc.

## **Exclusions:**

- Improper Application and Use: This warranty does not cover damage resulting from improper application, the use of accessories that do not properly receive or secure our products, or installations not strictly adhering to the applicable installation instructions or local building code requirements.
- Environmental Factors: Damage caused by plant growth, impact from foreign objects, exposure to salt, de-icing or any other chemicals, excessive water exposure, damage to the wall substrate, surface discoloration due to airborne stains, pollutants, algae, fungi, lichens, moss, mold growth, exposure to harmful chemicals, external heat sources, or other occurrences beyond the control of Stonepark Inc. is not covered by this warranty.
- <u>Surface Treatments and Alterations:</u> This warranty does not apply to material that has been painted, varnished, sealed with non-breathable coatings, paint, or subjected to sandblasting, power washing, silicone treatments, or any other form of harsh chemical wash.
- Minor Material and Handling Damage: Products will not be considered in breach of this
  warranty if they contain minor materials of manufacture or minor chipping resulting from
  customary methods of handling in shipment and delivery, provided such damage does
  not affect the proper placement of the products.



- <u>Discolouration and Weathering:</u> Products are not warranted against discolouration caused by air pollution, exposure to harmful chemicals, or "normal weathering" resulting from exposure to weather and atmosphere. Normal weathering encompasses exposure to sunlight and extreme weather conditions, which may lead to: fading, chalking, efflorescence or the accumulation of dirt or stains on any colored surface.
- Damage caused by structural settlement and wall movement.

<u>Claim Process:</u> To make a warranty claim, the current owner of the product should contact Stonepark Inc.'s customer service department at <u>info@stonepark.ca</u>. Proof of ownership transfer is required. Stonepark Inc. reserves the right to inspect the product before approving any warranty claim. Upon receipt of your communication, we will promptly reach out to discuss your claim. To ensure a comprehensive evaluation, we request photos of your products and/or samples for testing purposes. Stonepark Inc.'s obligations under this warranty commence only if the original purchaser or subsequent owner notifies Stonepark Inc., in writing, within sixty (60) days of actual or constructive notice of the alleged defect.

**Resolution:** In the event of a defect, Stonepark Inc. will provide a replacement of the defective product or a product of similar design. This warranty exclusively applies to products manufactured by Stonepark Inc. and does not extend to any other products or materials, including exterior walls, exterior wall envelopes, backing to which products are secured, or water-resistive barriers.

**Prorated Warranty:** Our prorated warranty offers a balanced approach to product protection, ensuring that you receive fair coverage throughout the lifespan of your purchase. This warranty gradually adjusts based on the age and usage of the product, providing partial coverage for repairs or replacements as the product ages.

- Years 1-5: Full Replacement: During the first five years from the date of purchase, if the Thin Veneer Stone product is found to be defective in material, we will provide a replacement product at no charge.
- 2. <u>Years 6-10: 75% Replacement Cost</u>: From the 6th to the 10th year, if the Thin Veneer Stone product is found to be defective in material, we will provide a replacement product at 75% of the original purchase price.
- 3. <u>Years 11-20: 50% Replacement Cost</u>: From the 11th to the 20th year, if the Thin Veneer Stone product is found to be defective in material, we will provide a replacement product at 50% of the original purchase price.
- 4. <u>Years 21-40: 25% Replacement Cost</u>: From the 21st to the 40th year, if the Thin Veneer Stone product is found to be defective in material, we will provide a replacement product at 25% of the original purchase price.
- 5. <u>Years 41-50: 10% Replacement Cost</u>: From the 41st to the 50th year, if the Thin Veneer Stone product is found to be defective in material, we will provide a replacement product at 10% of the original purchase price.

Our prorated warranty ensures that you continue to receive support for your product over time, giving you peace of mind while also recognizing the natural depreciation of the product's value. This balanced approach allows us to offer extended protection that adapts to the product's lifecycle.



Limitation of Liability: Stonepark Inc. does not provide any express or implied warranties of merchantability or fitness for a specific purpose for products sold, aside from the aforementioned provisions. The company holds no liability for bodily harm resulting from improper installation, handling, or use of its products, nor does it warranty against injuries caused by accidents, misuse, or negligence involving its products. Modifications made to Stonepark's products without authorization are not covered, and the company disclaims responsibility for bodily injury resulting from such actions. Stonepark Inc. also disclaims liability for injuries caused by natural wear and tear, normal weathering, or atmospheric conditions affecting its products. The company's liability for bodily harm is limited to the terms outlined in its warranty and excludes incidental or consequential damages. Additionally, Stonepark Inc., acting as a manufacturer or carrier, shall not be liable for commercial losses, special, incidental, consequential, punitive, or exemplary damages, or any loss, damage, or expense related to the sale of the product. Stonepark Inc.'s liability for damages of any nature shall *never* exceed the original purchase price of the specific order, lot, or shipment concerning which a claim is made. This includes any loss of sales, revenues, profits, or claims made by third parties.

Due to our continuous endeavors to enhance and improve our product range, we retain the right to discontinue or alter our products, including their colours, without prior notice to you. Consequently, we shall not be held liable to you for any such alterations in the future. You acknowledge that in the event we replace any Products under this Warranty, we reserve the right to furnish you with substitute products of comparable style and colour to your original purchase.

By utilizing Stonepark Screw-On products, you are consenting to abide by the terms outlined in this transferable warranty. Should you have any inquiries concerning this warranty, please feel free to reach out to us for further clarification.

