

# LIMITED MANUFACTURER WARRANTY



## What Does this Express Warranty Cover?

Subject to the conditions and limitations stated in this Express Warranty, StoneCoat® International, Inc. ("SCI"), warrants to the original purchaser ("Purchaser") that StoneCoat® SCI's authentic limestone product (the "Product"), will be free of defects in material ("Defect") during the Warranty Period, under normal use and service, provided that the Product is mixed and applied within its shelf life using approved materials, in accordance with all SCI guidelines and specifications at the time of installation, and in accordance with industry standards and applicable building code regulations.

## How long is the Express Warranty Period?

This Express Warranty is for a period of ten (10) years from the date of original manufacture (the "Warranty Period").

## What will SCI do Upon Notice of a Claim of Defect?

The determination as to whether the Product contains a Defect shall be made by SCI in its sole discretion. Purchaser shall provide SCI and its designees, an opportunity to inspect and test the Product to the extent, and in a manner, requested by SCI and its designees. In the event that during the Warranty Period (following a reasonable opportunity for inspection by SCI and its designees), SCI verifies and determines, in its sole discretion, that there is a Defect in the Product, then, subject to any limitations or exclusions set forth in this Express Warranty, SCI agrees, at SCI's sole option, to provide to Purchaser replacement Product, or, to repair the Product with the Defect, or to refund, without interest, the purchase price of the Product with the Defect. SCI, in its sole discretion, shall determine the purchase price that is allocable to the Product (or portion thereof) with the Defect. SCI will only be liable for SCI's costs of its repair or costs of the replacement Product, excluding shipping cost which shall be borne by Purchaser. Under no circumstance will SCI be responsible for any costs of, and/or relating to, removal and/or reinstallation of Product or replacement Product. For clarity, SCI will only provide a repair, replacement, or refund with respect to that portion of the Product that has the Defect, and not any portion that does not have a Defect. Under no circumstance will SCI provide a repair, replacement, or refund

with respect to portions of the Product that do not have a Defect. Any activities or repairs conducted by SCI pursuant to this Express Warranty shall be conducted only during SCI's normal working hours unless SCI elects to conduct such activities or repairs during non-working hours. The repair or replacement of the Product with the Defect shall not, under any circumstance, extend the Warranty Period. The foregoing remedies are SCI's sole and exclusive obligation and liability for any breach of warranty, express or implied, relating to the Product and are also Purchaser's sole and exclusive remedies for any such breach.

## When and How Must a Claim be Submitted?

Claims under this Express Warranty must be submitted promptly in writing by Purchaser to: SCI at StoneCoat International, Inc., 11431 Ferrell Drive, Suite 204, Dallas, TX 75234 during the Warranty Period, but not later than ten calendar (10) days after the discovery of facts giving rise to any such claims. Without limiting the foregoing or any other limitation set forth in this Express Warranty, in the case of any Defect that would be discernable by visual inspection of the Product on delivery, the claim must be made within three (3) months of delivery. The failure to provide timely written notice shall constitute a waiver of any such claims and this Express Warranty shall be deemed void as to any such claims.

## Limitations and What is Excluded from the Express Warranty.

This Express Warranty does not cover, and SCI assumes no responsibility for: (i) ordinary wear and tear, or deterioration that is not directly attributable to the normal operation or use of the Product (ii) Defects caused by a force majeure event, high force winds, earthquake, flood, fire, tornado, hail, or other acts of God or nature, sustained cascading or pooling of water, or immersion in water, mold mildew, fungi, bacteria or similar conditions, or other causes beyond SCI's control, (iii) Defects arising from settlement, movement, deflections, warpage, distortion, displacement or any other failure of the structure, (iv) Defects arising from abrasions, scratches, surface alterations, additions, objects placed or installations made on the finished surface, through finished surfaces or on the assembly, (v) Defects arising from penetrations, vandalism, damage or attack by third parties and foreign objects

or agents, including but not limited to chemicals, animals and plant life, (vi) discoloration and changes in finishes that are part of the normal aging or weathering process, (vii) Defects arising from discoloration or change in visual appearance due to cleaners, solvents, acids, chemicals, animals and plant life, accumulation or streaking of dirt or other airborne materials deposited on the surface from the atmosphere, (viii) Defects arising from sealant failure or water penetration due to leaks through windows, holes, louvers, vents, or other elements made part of the installation by others, (ix) Defects in or caused by products or materials warranted under other manufacturer warranties, (x) Defects arising from actions, omissions, or negligence other than that of SCI, (xi) the Product, unless the Product is shown to have been properly installed, and used, and maintained in accordance with building codes, good engineering practices, and all recommendations, guidelines, and technical literature issued by SCI, (xii) installation or Defects arising from installation or from construction errors, (xiii) replacement or removal of the Product, or replacement or removal of other work or materials, (xiv) incompatibility of the Product with the elements, (xv) SCI's implementation, compliance with, or incorporation of any drawing, design, specification, or written information supplied by anyone other than SCI, or (xvi) Defects arising from misuse, mishandling, abuse, accident, alteration, modification, improper care or failure to perform necessary and proper maintenance or cleaning, including, without limitation, in accordance with good engineering practices, SCI and/or supplier recommendations and guidelines provided to Purchaser. Furthermore, the Express Warranty does not cover, and SCI shall have no liability for, any repairs to the Product made by others. If it is not established to SCI's satisfaction both that the Product failed to comply with its specifications and that a Defect exists for which SCI has liability under this Express Warranty, then Purchaser shall pay the costs of the inspections referred to above.

## Limitations on Liability and Disclaimers.

(a) In no event will SCI's aggregate liability under or related to this Express Warranty, the Purchase Order, or the Product exceed the total purchase price for the Product and under no circumstance shall SCI have any liability or obligation relating to this Express Warranty if SCI has not been timely paid in full for the Product.

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(b) Purchaser is solely responsible for the choice of the Product, as well as the use and final function for which Purchaser intends the Product, Purchaser having tested the Product and found it to Purchaser's satisfaction. Any technical advice or test provided by SCI or the manufacturer before and/or during the use of the Product is provided in good faith, but without guarantee. Such advice does not release Purchaser of its obligation to test the Product to determine its suitability for the use. EXCEPT FOR THE LIMITED MANUFACTURERS WARRANTY CONTAINED HEREIN, SCI DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE PRODUCT OR ITS DESIGN OR WORKMANSHIP OR ANY OTHER MATTER RELATING TO THE PRODUCT OR THE PURCHASE ORDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY OTHER IMPLIED WARRANTIES; AND THE WARRANTY STATED HEREIN IS IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF SCI INCLUDING, WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT, THE PURCHASE ORDER, THE USE OF SCI'S MATERIALS, OR THE PERFORMANCE OF SCI'S DESIGN OR WORKMANSHIP. WHERE APPLICABLE LAW DOES NOT PERMIT THE DISCLAIMER OF ANY IMPLIED WARRANTY, THE DURATION OF SUCH IMPLIED WARRANTY SHALL BE LIMITED TO THE GREATER OF NINETY (90) DAYS FROM THE COMMENCEMENT DATE OF THE WARRANTY PERIOD OR THE MINIMUM LEGAL DURATION FOR SUCH IMPLIED WARRANTY UNDER APPLICABLE LAW.

## LIMITATIONS ON CERTAIN TYPES OF DAMAGES.

SCI SHALL NOT BE LIABLE TO PURCHASER OR ANY THIRD PARTY, IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE REMEDY FOR (A) DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, (B) LOSS OF PROFITS, REVENUE OR GOOD WILL, (C) LOSS OR IMPAIRMENT OF USE OF THE WORK OR THE PROPERTY ON WHICH THE WORK WAS PERFORMED, (D) EXPENSES ARISING FROM THE COSTS OF CAPITAL, (E) CLAIMS OF ANY PERSON OR ENTITY AFFILIATED, ASSOCIATED OR IN PRIVITY WITH THE OWNER, OR (F) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, BY REASON OF THE EXPRESS WARRANTY STATED HEREIN, EVEN IF SCI HAS BEEN ADVISED OF THE LIKELIHOOD OF THOSE DAMAGES.

**Severability.** The provisions of this Express Warranty are severable. If any provision of this Express Warranty is determined by a court to be unenforceable for any reason, then the unenforceable provision shall be struck, and the other provisions of this Express Warranty shall remain in full force and effect.

**Jury Trial Waiver.** Purchaser and SCI each expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY OF ANY CLAIM.

**This Limited Manufacturer Warranty is non-transferable.**

## Miscellaneous

NO SALESPERSON, EMPLOYEE OR AGENT OF SCI IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified only by a writing signed by an SCI officer.

This Warranty shall be governed by, and construed under, the laws of the State of Texas, without reference to the conflict of laws principles thereof.

This Warranty represents the entire agreement between SCI and Purchaser with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings, or agreements relating to this subject.

We are a US-based climate tech manufacturer dedicated to producing net zero building materials to advance global carbon neutral initiatives.

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