

BUECHEL STONE 100-YEAR LIMITED WARRANTY

Buechel Stone Corporation (“Buechel Stone”) warrants that, as of the date of sale, the stone fabricated and sold by Buechel Stone (the “Stone”) complies with the applicable specifications for natural stone as set forth in the ASTM C97 standards (the “Specifications”) and that the Stone will not fail structurally due to non-compliance with the Specifications for a period of 100 years from the date of sale (the “Warranty”). **EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, BUECHEL STONE MAKES NO REPRESENTATION OR WARRANTY TO BUYER OF ANY KIND, EXPRESS OR IMPLIED, BY OPERATION OF LAW, COURSE OF DEALING OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, CONCERNING THE USE AND PERFORMANCE OF THE STONE, OR MERCHANTABILITY OR FITNESS OF THE STONE FOR ANY PARTICULAR PURPOSE.** The Warranty is limited by the terms and conditions set forth below.

Buyer’s Responsibilities

Buechel Stone’s obligations under the Warranty shall not apply unless, within 120 days of the purchase of the Stone, the original purchaser of the Stone (the “Buyer”) submits the original sales invoice and installation accessory materials to Buechel Stone as proof of purchase. The original sales invoice must show product information with standard Buechel Stone product names to verify authentic Buechel Stone products. The information must be submitted at www.buechelstone.com/warranty

The Stone must be inspected carefully before installation for any visual defects. The Buyer and any installer of the Stone must use reasonable selectivity and hold out or cut off pieces with deficiencies. Buechel Stone’s obligations under the Warranty shall not apply to any Stone which is installed with visible or known defects. Geode holes that appear from time to time are not defects and are part of a natural stone. If there is a hole bigger than a quarter (roughly 25mm) that part of the Stone should be cut off prior to installation.

Buechel Stone’s obligations under the Warranty shall not apply to any Stone which is installed in an inappropriate environment. Stone installs optimally when the temperature for the placement and curing of masonry mortar is the range of 70°F to 10°F. In cold weather (40

degrees Fahrenheit and below), mortar materials need to be heated – if mortar materials are not heated, the mortar is likely to exhibit slower setting times and lower early strengths. If mortared stone temperature falls below freezing the mortar will fail. If the mortared stone temperature rises above 80° care should be taken to make sure the mortar does not dry prematurely.

Buechel Stone's obligations under the Warranty shall not apply to any Stone that is not installed and maintained in accordance with prevailing industry standards. Buechel Stone recommends you keep sales documents confirming your use of recommended mortars, accessories, flashings, sealants, vapor barriers, ties, lath, and any other materials used in the installation process, as well as all maintenance records if applicable. Buechel Stone also recommends, but do not require, photos during the installation process to verify proper installation practices were followed.

Warranty Process

If Buyer believes the Stone purchased does not conform to the Warranty, you must submit a claim to Buechel Stone in writing or online. Mail to *Buechel Stone Corp Attn: President, W3639 County Road H, Chilton, WI 53014* or at www.buechelstone.com/warranty. Your claim must be accompanied by a copy of your sales invoice. Buechel Stone reserves the right to inspect the stone and remove samples for technical analysis and to discuss this claim with your contractor and installer.

Buyer's Remedy

If any portion of the Stone violates the Warranty (the "Nonconforming Stone"), Buechel Stone shall exercise its commercially reasonable efforts, at Buechel Stone's sole option, to either replace, repair, or refund the purchase price for any such Nonconforming Stone as soon as reasonably possible. Warranty coverage is limited to replacement of the Nonconforming Stone, repair of the Nonconforming Stone, or refund of the purchase price for the Nonconforming Stone and does not cover labor to remove the Nonconforming Stone or install the replacement stone and does not cover the cost of shipping the replacement stone. Nonconforming Stone shall, as Buechel Stone directs or otherwise approves, either be returned to Buechel Stone in

accordance with the Buechel Stone's reasonable instructions and at the Buechel Stone's expense or disposed of in a manner authorized in advance by Buechel Stone.

The Buyer's sole and exclusive remedy for Nonconforming Stone is the replacement of, repair of, or refund of the purchase price for any such Nonconforming Stone in accordance with the terms of the paragraph above. Furthermore, no claim of any kind whatsoever, whether arising in contract, breach of warranty, or under any other legal theory, as to the Stone creates any liability on the part of Buechel Stone greater in amount than the purchase price of the Stone that is the specific subject matter for which damages are claimed and the Buechel Stone's sole liability to the Buyer, if any, and the Buyer's sole remedy in respect of any such claim, shall in no event exceed such purchase price.

In no event shall Buechel Stone be liable for any incidental, consequential, indirect or special losses or damages (including, without limitation, lost profits, lost revenues and loss of business), whether foreseeable or not, whether occasioned by any failure to perform or the breach of any representation, warranty, covenant or other obligation for any cause whatsoever. By way of example only and not by way of limitation, Buechel Stone shall not be liable for the cost and expense of removal or replacement, retail markups, installation or labor provided by third parties, including, but not limited to, relocation during the repair process such as hotel, meals, or moving and storage of furniture.

Due to the nature of a natural product, Buechel Stone cannot guarantee the Stone will still be available at the time of a claim under the Warranty or that the new stone will match the Stone which was previously purchased.

Exclusions

Buechel Stone's obligations under the Warranty shall not apply to and the Warranty does not cover the following:

- Stone used in a paving/horizontal application.
- Non-compliance by the builder and/or mason with applicable building codes.
- Failure or cracking of stone due to settling or subsidence of the ground
- Failure of mortar and or anchors.

- Cracks in the mortar joints or water damage.
- Improper building practices and/or improper masonry workmanship which result in structural defects
- Use of improper, low quality, or improperly mixed mortar or failure or deterioration of mortar and/or thinset
- Conditions caused by improper use or maintenance, including improper cleaning
- Stone that has been painted, varnished, sealed with non-breathable sealer, or similarly coated over original stone.
- Damage resulting from accident, misuse, neglect, casualty, fire, vandalism, plant growth, impact of foreign objects, salt or de-icing chemicals, excessive exposure to water due to things such as standing water, water backups, improper flashing, leaks, seepage or irrigation systems, flooding and other natural disasters, acts of terrorism and/or war, and acts of God.
- Installation in a water setting including but not limited to a pool, fountain, shower, or tub.
- Changes in color or appearance due to aging, excessive moisture, exposure to sunlight or ultraviolet rays (which may cause oxidation).
- Color, shade or texture variations between samples, printed color photography or replacement stone and the actual material. Natural stone characteristics such as variations in color, mineral streaks, texture, and normal color variations from stone to stone.
- Products designated as “seconds,” “economy grade,” “close-out,” or “off-goods”. Such products are sold “AS IS,” and are without warranty coverage.
- Any product that cannot be definitely shown to be fabricated and sold by Buechel Stone.
- Any damage or failure not directly the result of failure due to the actual stone.
- Any installation that does not follow Buechel Stone’s installation specifications or recommendations.

When specific examples above are itemized, they are intended to be illustrative of a general category of limitation and are not intended to be exclusive.

No installer, retailer, distributor or employee has the authority to alter the obligations, limitations, disclaimers or exclusions under this Warranty.

COMMON FAILURES NOT COVERED BY WARRANTY

By way of example only and not by way of limitation, the following is a list of common failure not covered by the Warranty:

- Cracks in the stone and mortar at wall corners due to improper installation from not wrapping wire lath around the corners 16" and/or into a wall stud.
- Water damage due to missing or inadequate air space behind the wall, poor or improper caulking at material transitions (siding, windows, sills, etc.)
- Water damage due to poor or improper installation of flashings and/or weeps.
- Water damage due to poor sill design including lack of drip edge on sills.
- Damage due to running stone below grade.
- Stone installed in a landscaping application.