



OLD MILL THIN BRICK SYSTEMS LIMITED PRODUCT WARRANTY

Old Mill Brick, Inc. warrants its OLD MILL products to be free from defects in material and manufacturer's workmanship for a period of 15 years from date of original owner purchase when such OLD MILL products are installed and maintained in accordance with manufacturer's specifications. Old Mill system must be properly installed in accordance with Old Mills specifications by a certified Old Mill Thin Brick Systems installer. This warranty is subject to the following limitations and exclusions:

LIMITATIONS AND EXCLUSIONS

This Limited Warranty does not apply to failure, damage, deterioration, or color change to the brick resulting from:

1. Faulty building methods, faulty wall prefabrication or in structural defects;
2. Failure or cracking of brick due to settling of the Building or subsidence;
3. Incorrect use of mortar or deterioration of mortar (all mortar joints must be full);
4. Inferior masonry workmanship including that which does not comply with Brick Industry Association standards in BIA Tech Note 28C;
5. Use of brick for soffits, sills, caps;
6. Use of brick for sidewalks, paving for foot or vehicular traffic, mailboxes, and all areas other than the walls of the Building;
7. Non-compliance with applicable building codes;
8. Storm, flood, hurricane, earthquake, tornado, lightening, fire or other Acts of God;
9. Collision, vandalism, war, civil unrest or other accidental or intentional events or other causes beyond manufacturer's control;
10. Deterioration and discoloration from the effects of acid rain, pollution or other applied chemicals whether intended or unintended.
11. Actions of or materials provided by any person other than Old Mill Brick, Inc.

EXCLUSIVE REMEDY

Any claims arising hereunder must be submitted in writing within the warranty period and within 30 days of discovery of the defect upon which the claim is based. This claim must be accompanied by owner's proof of full payment and purchase date.

If any Old Mill Brick, Inc. product is found by Manufacturer to not comply with its written warranty as set forth above, then, at Manufacturer's election, it shall have the option of: (a) repairing the product, (b) providing replacement product, or (c) refunding the purchase price of the product paid at the time of original purchase. In no event shall Manufacturer be responsible for any labor costs, or other costs associated with shipping, removal and replacement of the product. This warranty covers only manufacturing defects in Old Mill Brick products. If the parties cannot resolve a claim under this Limited Warranty, any controversy will be settled by arbitration through the American Arbitration Association in accordance with its Construction Industry Arbitration Rules, and judgment on the arbitrator's award will be entered by any court with jurisdiction in the state of the manufactures corporate headquarters.

WARRANTY NOTES

The manufacturer makes no expressed or implied warranties including, but not limited to merchantability or fitness for use or purpose except those expressly set forth herein. No agent, architect, distributor, salesman, wholesale or retail dealer has the authority to bind the manufacturer to any warranty, representation or concession except those expressly set forth herein. The manufacturer shall not be liable for any incidental or consequential damages resulting from use of its product.

DISCLAIMER

This information and all further technical advice are based on Old Mill Thin Brick Systems' present knowledge and experience. However, Old Mill Brick, Inc. assumes no liability for providing such information and advice including the extent to which such information and advice may relate to existing third party intellectual property rights, especially patent rights. In particular, Old Mill Brick, Inc. disclaims any and all conditions and warranties, whether express or implied, including the implied warranties of fitness for a particular purpose or merchantability. Old Mill Brick, Inc. shall not be responsible for consequential, indirect or incidental damages (including loss of profits) of any kind. Old Mill Brick, Inc. reserves the right to make any changes according to technological progress or further developments. It is the customer's responsibility and obligation to carefully inspect and test any incoming goods. Performance of the product(s) described herein should be verified by testing and carried out only by qualified experts. It is the sole responsibility of the customer to carry out and arrange for any such testing. Reference to trade names used by other companies is neither a recommendation, nor an endorsement of any product and does not imply that similar products could not be used.

FILING INSTRUCTIONS

1. Contact Old Mill Brick, Inc. for information concerning applicator requirements for approval.
2. A Warranty Notification Form must be submitted to Old Mill Brick, Inc. by the certified installer for the project prior to issuance of the warranty.
3. Other warranties may be offered to meet a specific project specification. Consult Old Mill Brick, Inc. prior to the start of project if a special warranty is required.