



*Fireplaces Forged with the Heritage of Craftsmanship™*

## 12 MONTH FIREPLACE SURROUND LIMITED WARRANTY

1. Subject to the following terms, Eldorado Stone® LLC (ES) warrants to the original purchaser and subsequent owners that for 12 months from the date of sale installation, its Eldorado Stone fireplace surrounds will perform according to its specifications and any samples provided, within acceptable tolerances as provided herein. This Limited Warranty is not limited to the original purchaser but covers the stone regardless of whether ownership of the building changes. This warranty runs with the transfer of the property to subsequent owners of the property into which the warranted products have been incorporated.
2. The original purchaser and subsequent owners acknowledge and agree that the ES fireplace surround is a handmade, hand-finished product. Each piece is unique. Any samples provided are typical of texture, finish, individual characteristics, and color but they should not be considered exact representations of the final product. There can be up to a 15% variation in color and texture from piece to piece. In addition, shape detail can vary as much as ¼" in size. It is important for Purchasers to inform their clients of the unique characteristics of cast stone. The texture created by entrapped air ranges from smooth to randomly indented. Minor chipping, water staining, and non-structural hairline cracks are also traditional characteristics of ES fireplace surrounds. As with natural stone, color will vary on individual orders and among individual pieces in the same order. As with natural stone excessive heat exposure may cause discoloration. As ES fireplace surrounds age, color may lighten or darken according to specific field or storage conditions such as humidity, temperature, and exposure to sunlight.
3. This Limited Warranty is not limited to the original purchaser but covers the surround regardless of whether ownership of the building changes. This warranty runs with the transfer of the property to subsequent owners of the property into which the warranted products have been incorporated, but the warranty period as to such subsequent owners is limited to six (6) months or the remaining life of the twelve (12) month original purchaser warranty from the original date of installation, whichever is longer.
4. Subject to the terms hereof, ES warrants to the Purchaser and subsequent owners that for a period of TWELVE (12) MONTHS from the date of sale installation its surround stone products. In the event that a stone product is defective, ES will, as its sole discretion, either: **a)** provide a replacement of the defective product or pay the reasonable cost for replacement product of a similar design; or **b)** pay the reasonable cost for repair of the defective product. **THIS WARRANTY DOES NOT COVER LABOR TO REMOVE OR REPLACE THE DEFECTIVE PRODUCT.**

5. No warranty whatsoever is made with respect to the manufacture or performance of materials or components of construction not sold or manufactured by ES, including but not limited to all installation components including but not limited to, mortar, lath, weather resistant barriers, doors, windows, sealants, flashings, roofing, copings, sheathing and framing. Further, ES makes no warranties whatsoever with respect to aesthetics, design and engineering of the structure into which ES products are incorporated, or workmanship involved in the application of any ES products warranted hereunder. The ES product is not waterproof. The ES product must be incorporated into a cladding designed by a building professional that contains adequate mechanisms for water management. ES has no responsibility for damage caused by moisture intrusion through the building envelope or around any of the building envelope components or by vapor transmission from the inside of the building to a moisture sensitive part of the wall assembly.
6. Without limiting anything else in this document, ES disclaims and assumes no liability for:
  - 6.1 improper use, application or installation of ES' products,
  - 6.2 use of ES products as part of improperly designed or constructed assemblies or buildings or with defective adjacent materials or assemblies;
  - 6.3 failure to follow applicable specifications, instructions and construction details;
  - 6.4 other design or construction defects, deficiencies and failures on a building where ES' product is used;
  - 6.5 undertaking on-site inspections or any on-site activities or making oral statements made at the site;
  - 6.6 any damage or injury whatsoever caused in whole or in part by acts of God, natural phenomenon or physical abuse such as but not limited to falling objects, projectiles, fire, earthquake, floods, windstorm, hail, tornadoes, lightning, hurricanes, other abnormal weather conditions, pests, chemical fumes, foreign substances in the air, misuse, vandalism, civil disobedience, war, damage caused by remodeling or renovation;
  - 6.7 damage resulting from moisture intrusion, mold, settlement of building or other building or wall movement;
  - 6.8 discoloration or deterioration due to airborne contaminants; or contact with any chemicals or paint; staining or oxidations;
  - 6.9 any accumulation of water or moisture in wall assemblies;
  - 6.10 negligence or accidents by any party or parties in maintaining the ES materials including but not limited to use of pressure washer to clean;
  - 6.11 replacement of stone if ES' product is mixed with other chemicals or materials not approved by ES in writing;
  - 6.12 any cause beyond ES' control; and
  - 6.13 any workmanship, aesthetics or other damage or injury not solely and directly caused by a manufacturing defect in ES's products as covered under this warranty.

7. THIS LIMITED EXPRESS WARRANTY IS EXCLUSIVE, THE ONLY WARRANTY MADE BY ES, AND IS IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES OF ANY NATURE WHATSOEVER TO THE ORIGINAL OR SUBSEQUENT PURCHASERS OR USERS UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STATUTORY LAW OR OTHERWISE, EXCEPT FOR ACTUAL ECONOMIC DAMAGES FOR PERSONAL PHYSICAL BODILY INJURY. ALL OTHER WARRANTIES, REPRESENTATIONS OR REMEDIES, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED OR IMPOSED BY LAW ARE DISCLAIMED BY ES AND ARE WAIVED BY THE PURCHASER, PARTICULARLY THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR ANY WARRANTY AGAINST PATENT INFRINGEMENT OR WARRANTY FOR WORK PERFORMED IN A WORKMANLIKE MANNER. ELDORADO STONE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES TO ANY PARTY WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS, ATTORNEY'S FEES. THIS EXCLUSION OF DAMAGES INCLUDES, BUT IS NOT LIMITED TO PAYMENTS OF ANY NATURE MADE BECAUSE OF ACTUAL OR POTENTIAL LIABILITY TO OTHERS, DAMAGES TO ANY OTHER PART OF THE STRUCTURE TO WHICH THE WARRANTED PRODUCTS ARE INCORPORATED OR DAMAGE TO ANY OTHER PROPERTY.
8. Any complaints regarding appearance or cosmetic effect, including but not limited to color, tint, hue, shading, grain, texture, finish, color consistency, chipping, staining, or non-structural cracks of products must be conveyed in writing to ES by the Purchaser prior to commencing installation. Upon receipt of a written complaint, ES will examine its production records and compare them with approved samples and in the event of a manufacturing discrepancy, will provide a remedy in accordance with the provisions of this Warranty. ES shall have a minimum period of sixty (60) days to investigate any complaint.
9. This limited warranty is exclusive and is in lieu of all other warranties or remedies at law or in equity. All other warranties, representations, or remedies, whether oral, written, express, implied, or imposed by law are disclaimed by ES and waived by the Purchaser and any subsequent owner. ES expressly disclaims any warranty of merchantability or fitness for a particular purpose, or any warranties arising from a course of dealing, usage or trade practice, or any warranty against patent infringement or warranty for work performed in a workmanlike manner. Oral statements by ES employees or agents do not constitute warranties, shall not be relied upon by the Purchaser or any third party, and are not part of the contract for sale or warranty stated herein. ES SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR ATTORNEYS' FEES.
10. This Warranty shall be construed and interpreted under the laws of New York. Any provision of this warranty that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction only, be ineffective to the extent of such prohibition or unenforceable without invalidating the remaining provisions hereof or affecting the validity of enforceability of such provision in any other jurisdiction. Any applicability of the Magnusson-Moss Act is hereby disclaimed. ES' failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provisions.