



**Environmental StoneWorks
One (1) Year Limited Warranty – Installation**

Environmental StoneWorks' ("ESW") warrants that its installation of materials will be free from defects in workmanship for a period of one (1) year from the date of installation.

There are no warranties which extend beyond the Warranty described on this page. THERE SHALL BE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The exhibition of any sample or model by ESW was intended as an approximation only and shall not be regarded as part of the basis of the bargain and shall not create an express or implied warranty that the workmanship shall conform to the sample or model.

All claims for defective workmanship must be presented to ESW in writing at the address set forth below within thirty (30) days of discovery of the defective workmanship. Failure to timely provide such written notice constitutes a waiver of the claim. ESW shall be given a reasonable opportunity to inspect the claimed defective workmanship. ESW will, at its option, repair or replace any workmanship determined to be defective. This is the sole exclusive remedy under this Warranty.

This Warranty covers only defects in workmanship performed by ESW. This Warranty does not cover DEFECTS or damages IN ANY WAY resulting from LACK OF REASONABLE OR NECESSARY MAINTENANCE, NEGLIGENCE, building settlement, wall movement, contact with chemicals, stain or paint, discoloration due to airborne contaminants, and staining or oxidation. This Warranty is void if THE STRUCTURE ONTO WHICH THE MATERIALS INSTALLED DOES NOT CONFORM TO APPLICABLE BUILDING CODES, OR the materials installed by ESW or appurtenances thereto are misused, mishandled, altered, damaged or modified.

ESW IS NOT LIABLE FOR SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES including, without limitation, personal injury, damage to property, damage or loss to equipment, lost profits or revenues, and rental costs. This limitation of damages applies even if the exclusive remedy fails its essential purpose. The price paid for ESW's installation includes consideration for limiting the remedies and ESW's liabilities as set forth herein.

This Warranty is extended only to the original purchaser of ESW's products and all transferees prior to and including the first owner of the structure to which the products are applied. This Warranty shall not be transferable or assignable to any other party. Any action for breach of this Warranty must be commenced within one (1) year after the cause of action has accrued.

Environmental Stoneworks
Corporate Offices
6300 E. Stapleton Drive, South
Denver, CO 80216

Eff. 7/14/2006