MANUFACTURE’S LIMITED WARRANTY

Subject to the exclusions set forth below, G.S. Harris Co., Inc. (“the Company”) warrants that, if Harristone™ veneer (the Product”) proves to be defective in material or workmanship within fifty (50) years from the date of original purchase, Company will replace same without charge, exclusive of labor. This limited warranty may be enforced only by the original purchaser; all subsequent purchasers acquire the Product “as is,” without any benefit of this limited warranty.

Exclusions. This limited warranty covers all defects in material and workmanship in the Product except:

1. Damage resulting from accident, misuse, abuse, neglect, or from other than normal and ordinary use of the product;
2. Damage resulting from factors over which Company has no control, including weather conditions, improper installation, including but not limited to, measurement of water, preparation of walls, surfaces, and other structures, and the failure of the installing contractor to follow the instructions of the Company;
3. Damage resulting from failure to comply with existing or prospective governmental regulations and building codes;
4. Damage resulting from repair or attempted repair by anyone other than the Company or an authorized representative of the Company;
5. Damage resulting from staining caused by chemicals, airborne or waterborne contaminants, oxidation, and settlement of movement of the substrate surface over which the Product is applied.
6. Harristone Post Caps (24”x24”), Wall Caps (12”x20”), Wall Caps (16”x20”). These are warranted for a period of 1 year from time of purchase.
7. Harristone Hearth Stones (19”x20”) when used for exterior application.

What Purchaser Must Do To Enforce Warranty.

1. Purchaser must, at his expense, notify the Company of the defect and provide the Company with both the original bill of sale and this Limited Warranty statement as proof of warranty coverage to the Company’s address at 2795 Pennsylvania Avenue, Ogden, Utah, 84401. (This Limited Warranty is not enforceable outside of the territorial boundaries of the United States);
2. Purchaser must pay any postage, shipping charges, insurance costs, and other expenses if required to return the Product to the Company. However, if replacement is covered by the warranty, the Company will pay the return shipping charges. Purchaser may not return the Product to the Company without the Company’s prior authorization.

Limitations of Implied Warranties and Exclusion of Certain Damages. The Company disclaims liability for incidental and consequential damages for breach of any express or implied warranty, including any implied warranty of merchantability, with respect to the Product. This writing constitutes the entire agreement of the parties with respect to the Product. No waiver or amendment shall be valid unless in writing signed by the Company. Some states do not allow the exclusion of certain damages, so the above limitation or exclusion may not apply in certain instances.