

LIMITED WARRANTY — CONCRETE MANTELS

This Limited Warranty (“Warranty”) is provided by Minnesota Concrete Products (“MCP”) to the original purchaser (“Purchaser”) of MCP concrete mantel products (the “Product”) and is effective for a period of one (1) year from the date of original purchase.

1. PRODUCT CHARACTERISTICS AND DISCLAIMER

The Purchaser acknowledges and agrees that MCP products are individually hand cast and hand painted. As a result, each Product is unique and may exhibit inherent and unavoidable variations in color, texture, surface finish, and appearance. Such variations are natural characteristics of handcrafted concrete products and shall not be considered defects, nonconformities, or grounds for any claim under this Warranty.

2. WARRANTY COVERAGE

Subject to the terms, conditions, and limitations set forth herein, MCP warrants that the Product shall be free from defects in material and workmanship under normal use and service during the Warranty period. This Warranty is limited to:

- Structural cracking resulting from defects in material or workmanship, not caused by external forces, impact, or improper installation;
 - Significant manufacturing defects, including voids or delamination, that materially impair the structural integrity or intended function of the Product;
 - Abnormal or excessive surface deterioration under normal and intended use conditions.
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3. EXCLUSIONS FROM COVERAGE

This Warranty does not apply to, and MCP shall have no liability for, any of the following:

- Variations in color, tone, texture, or finish, including those resulting from hand casting and hand painting processes;
- Minor hairline cracking, surface pitting, crazing, or other cosmetic conditions inherent in concrete products;
- Normal wear and tear, weathering, aging, or patina development;
- Damage resulting from improper handling, storage, installation, misuse, or neglect;
- Damage resulting from improper or incompatible cleaning methods, chemicals, or maintenance practices;
- Chips, scratches, stains, or other surface damage caused by impact, abrasion, or abuse;
- Modifications, alterations, or repairs performed by any party not authorized by MCP;

- Use of non-approved adhesives, fasteners, or installation methods;
 - Damage caused by fire, water, flood, freeze-thaw cycles, acts of God, or other environmental conditions;
 - Any Product that has been installed or used in a manner inconsistent with MCP guidelines or industry standards.
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4. WARRANTY CLAIM PROCEDURE

To initiate a claim under this Warranty, the Purchaser must provide MCP with:

- Proof of original purchase;
- A written description of the alleged defect; and
- Photographic evidence reasonably sufficient to evaluate the claim.

All claims must be submitted within the Warranty period. Failure to provide timely notice shall void any claim.

5. REMEDIES

Upon validation of a claim, MCP, in its sole and absolute discretion, may:

- Repair the defective Product; or
- Replace the Product with the same or a substantially similar product.

Any replacement Product shall be warranted only for the remainder of the original Warranty period.

THIS REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE PURCHASER.

6. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MCP SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF REVENUE, OR DAMAGE TO REAL OR PERSONAL PROPERTY.

MCP SHALL NOT BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH LABOR, REMOVAL, REINSTALLATION, TRANSPORTATION, OR DISPOSAL OF THE PRODUCT.

7. DISCLAIMER OF OTHER WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH HEREIN, MCP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

8. TRANSFERABILITY

This Warranty is non-transferable and applies only to the original Purchaser of the Product.

9. GOVERNING LAW

This Warranty shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of law principles.