

# Warranty

## *Tuscan Stoneworx*

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TUSCAN STONEWORX hereby warrants that TUSCAN STONEWORX materials manufactured by TUSCAN STONEWORX, when applied in accordance with current published TUSCAN STONEWORX application instructions by a licensed contractor whose workmen have attended a TUSCAN STONEWORX application training session to apply the products, shall be free from defects in the manufacture of the materials in accordance to the ASTM testing that has been performed on TUSCAN STONEWORX products and shall have a 5 year product warranty. Extended warranties on commercial projects are available through your local distributor subject to certain conditions.

It is understood and agreed that no warranty whatsoever is made with respect to (1) Materials produced by manufacturers other than TUSCAN STONEWORX. (2) Where TUSCAN STONEWORX materials are intermixed with other chemicals or materials not specifically approved by TUSCAN STONEWORX in writing. (3) Where TUSCAN STONEWORX products have not been paid for in full.

Further, no warranty whatsoever is made for damage caused in whole or in part by acts of God or natural phenomenon, such as but not limited to falling objects, fire, earthquake, flood, windstorms, radiation, chemical fumes, or foreign substances in the atmosphere; nor architecture, engineering, workmanship, aesthetics, nor other damage or injury not solely and directly caused by defects in TUSCAN STONEWORX materials as covered by this warranty. TUSCAN STONEWORX makes no warranties expressed or implied against cracking. TUSCAN STONEWORX makes no warranties expressed or implied against naturally occurring efflorescence. TUSCAN STONEWORX is not warranted as part of any waterproof system. TUSCAN STONEWORX makes no other warranties expressed or implied with respect to the product except as expressly stated herein. TUSCAN STONEWORX shall not be responsible for incidental or consequential damages of any kind. The sole responsibility and liability of TUSCAN STONEWORX under this warranty shall be to supply replacement materials as replacement for any material found to be defective.

TUSCAN STONEWORX shall be allowed a reasonable period of time, and authorization, to remove samples and to perform any testing TUSCAN STONEWORX deems necessary to investigate and determine the cause of any claimed defect. The owner shall provide and cause any temporary repairs to be accomplished in a timely manner to prevent further damage to the structure or contents of the building until the cause of the defect is determined and permanent repair recommendations have been made. TUSCAN STONEWORX shall not have any obligations under the TUSCAN STONEWORX finish system unless it has been maintained by the owner with reasonable care.

**Tuscan Stoneworx USA, LLC**

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