



KINDRED™

OUTDOORS + SURROUNDS

A BORAL® Brand

BORAL STONE PRODUCTS LLC • KINDRED™ FIREPLACE SURROUNDS

12-MONTH TRANSFERABLE EXPRESS LIMITED WARRANTY

1. Subject to the following terms, Boral Stone Products LLC (“BSP”) warrants under this express limited warranty (“Warranty”) to the original purchaser and subsequent owners of its Kindred™ brand fireplace surrounds (collectively, the “Product” or the “Products”) that for twelve (12) months from the date of sale of the Product, the Product will perform according to its specifications. If the Product does not perform according to its specifications, such failure shall be deemed a manufacturing defect (each, a “Defect”).
2. In the event of a Defect, BSP will, at its option, either: (1) pay the reasonable replacement cost of the defectively manufactured Product; (2) provide a replacement of the defective Product or a Product of a similar design; or (3) pay the reasonable cost for repair of the defective Product. This Warranty applies only to Products manufactured by BSP and does not apply to any other products or materials, including interior walls and backing to which Products are secured.
3. This Warranty runs with the sale or transfer of the structure into which the Products have been incorporated (“Structure”) to subsequent owners of the Structure, but the warranty period as to such subsequent owners is limited to the remaining life of the twelve (12) month warranty period from the original date of sale of the Product.
4. No warranty whatsoever is made with respect to the manufacture or performance of materials or components of construction not sold or manufactured by BSP. Further, BSP makes no warranties whatsoever with respect to aesthetics, design and engineering of the Structure into which Products are incorporated, or workmanship involved in the application of any Products warranted hereunder.
5. This Warranty covers only manufacturing defects in the Products. The Product 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 Product to Product. In addition, shape detail can vary as much as 1/4" in size. BSP’s manufacturing process has been designed to imitate the random beauty and nature of real stone. As such, stone surfaces on the Products may

This Warranty is effective for sales after October 7, 2020 (“Effective Date”) and supersedes all previously published versions of this Warranty for Products sold on or after the Effective Date.

*Last Modified: **October 7, 2020***

contain small air holes or surface anomalies. Minor chipping, water staining, and non-structural hairline cracks are also traditional characteristics of the Products. As with natural stone, color may vary on individual Products and among individual Products in the same order. As with natural stone, excessive heat exposure may cause discoloration. As the Products age, color may lighten or darken according to specific field or storage conditions, such as humidity, temperature and exposure to sunlight. These differences add to the overall character of the Products and are not considered manufacturing defects.

6. Without limiting anything else in this Warranty, BSP disclaims and assumes no liability for the following:
- a. improper use, application or installation of Products;
 - b. use of Products as part of improperly designed or constructed assemblies or Structures or with defective adjacent materials or assemblies;
 - c. failure to follow applicable specifications, instructions and construction details;
 - d. use of any sealing or coating on the Product other than one that is silane or siloxane and based in strict compliance with sealant manufacturer's instructions;
 - e. other design or construction defects, deficiencies and failures on a Structure where Product is used;
 - f. undertaking on-site inspections or any on-site activities or making oral statements at the site;
 - g. 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;
 - h. damage resulting from moisture intrusion, mold, settlement of Structure or other Structure or wall movement;
 - i. discoloration or deterioration due to airborne contaminants, contact with any chemicals or paint, staining or oxidations;
 - j. any accumulation of water or moisture in assemblies;
 - k. negligence or accidents by any party or parties in maintaining the Products, including, but not limited to, use of a pressure washer or harsh or acid chemicals of any nature, including vinegar, to clean;
 - l. replacement of Product if Product is mixed with other chemicals or materials not approved by BSP in writing;
 - m. any cause beyond BSP's control; and
 - n. any workmanship, aesthetics or other damage or injury not solely and directly caused by a manufacturing defect in Products as covered under this Warranty.

7. This Warranty is exclusive, the only warranty made by BSP with respect to the Products, and is in lieu of all other warranties or remedies of any nature whatsoever to the original purchaser or subsequent owners 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 with respect to the Products, whether oral, written, express or implied or imposed by law, are disclaimed by BSP and are waived by the original and subsequent purchasers, 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. BSP 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, damage to the Structure or its contents, and 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 Products are incorporated or damage to any other property.
8. BSP shall have no further obligation or liability of any kind, other than as stated in this Warranty, and it is further agreed and understood that the price paid for Products is consideration for the limitation of BSP's liability hereunder.
9. Warranty coverage is limited as set forth herein and does not cover labor to remove or install Products and does not cover the cost of shipping replacement Product. The remedies contained herein shall be sole and exclusive.
10. BSP's obligations under this Warranty shall only begin if the original purchaser or subsequent owner notifies BSP, in writing, within sixty (60) days of actual or constructive notice of the alleged Defect. Notwithstanding, any alleged Defects 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 BSP by the original purchaser prior to commencing installation of the Product or otherwise deemed waived. BSP shall be allowed a reasonable period of time and authorization to remove samples of the Product, so as to perform any testing BSP deems necessary to investigate and determine whether there is a Defect, and if so, shall provide a remedy in accordance with this Warranty.
11. BSP's obligation to supply replacement Product pursuant to this Warranty shall become null and void if, in the sole judgment of BSP, any of the following events shall occur: (i) if after installation of the Products there are any alterations or repairs made to the Structure that affect any component of the assembly of which Products are a part in any way; (ii) if the original purchaser or subsequent owner or any of their respective tenants fail to use reasonable care in maintaining the Products before and after installation; (iii) if the Products are installed in a manner that causes them to be repeatedly or continuously wet, such as if installed in the direct path of a water sprinkler, pool, jacuzzi, or similar water device; or (iv) if the Products are installed in an area that exposes them to de-icing salts or other harsh chemicals.

12. Applicability of the Magnusson-Moss Act is hereby disclaimed.
13. Any provision of this Warranty that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity of enforceability of such provision in any other jurisdiction.
14. BSP's 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.
15. This Warranty shall be interpreted under the laws of the State of New York.
16. Neither the sales personnel nor other agents of BSP are authorized to make warranties about the Products. Oral statements by BSP employees or agents do not constitute warranties, shall not be relied upon by the original purchaser or subsequent owner or any third party, and are not part of the contract for sale or warranty as stated herein. No distributor, dealer or representative of BSP has the authority to change or modify this Warranty either orally or in writing in any respect. The entire and final contract is embodied in this Warranty and no other warranties are given beyond those set forth in this Warranty.