

STONE TECH

DESIGNS

MANUFACTURER'S LIMITED WARRANTY

STONE TECH DESIGNS, LLC., WARRANTS THAT ITS PRODUCT(S) IS FREE OF ANY DEFECTS IN MATERIAL OR WORKMANSHIP WHICH MAY HAVE OCCURRED IN THE MANUFACTURING PROCESS FOR A PERIOD OF ONE (1) YEAR FROM THE ORIGINAL DATE OF PURCHASE OF THE PRODUCT PROVIDED THAT THE PURCHASER COMPLIES WITH THE FOLLOWING CONDITIONS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS. TO MAKE A CLAIM UNDER THIS WARRANTY, THE PURCHASER SHALL, WITHIN ONE (1) YEAR FROM THE DATE OF PURCHASE, CONTACT STONE TECH DESIGNS LLC WITH A WRITTEN STATEMENT OF THE PARTICULAR MANUFACTURING DEFECT AND PROOF OF ITS PURCHASE. IF THE PRODUCT DOES IN FACT HAVE A MANUFACTURING DEFECT AND IT IS WITHIN THE WARRANTY TIME PERIOD, STONE TECH DESIGNS, LLC WILL REPLACE IT WITH A COMPARABLE PRODUCT OR REPAIR THE MANUFACTURING DEFECT. EXCEPT AS EXPRESSLY SET FORTH AND LIMITED HEREIN, STONE TECH DESIGNS, LLC EXCLUDES AND NEGATES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STONE TECH DESIGNS LLC'S LIABILITY RESPONSIBILITY PURSUANT TO THIS MANUFACTURER'S LIMITED WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT TOGETHER WITH ANY SHIPPING FEE, HANDLING AND POSTAGE CHARGES INCURRED IN RESHIPPIING THE REPAIRED OR REPLACED PRODUCT TO PURCHASER. THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND RECOURSE OF PURCHASER. SINCE ALL PRODUCTS ARE CUSTOM MADE, NO REFUNDS WILL BE OFFERED.

PURCHASER HEREBY RELEASES STONE TECH DESIGNS, LLC AND ITS AGENTS, PARTNERS, EMPLOYEES AND REPRESENTATIVES FROM ANY LIABILITY RELATING TO OR ARISING FROM THE PRODUCT AND ITS INSTALLATION, USE AND MAINTENANCE, INCLUDING BUT NOT LIMITED TO, ANY LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES. THE PURCHASER AGREES AND UNDERSTANDS THAT ANY FAILURE TO STRICTLY COMPLY WITH THE WARRANTY PROCEDURES SET FORTH HEREIN SHALL VOID THE MANUFACTURER'S LIMITED WARRANTY. PURCHASER MAY HAVE OTHER RIGHTS AND REMEDIES AVAILABLE PURSUANT TO THE LAWS OF PURCHASER'S JURISDICTION. THE LIMITATIONS AND EXCLUSIONS OF THE MANUFACTURER'S WARRANTY SET FORTH HEREIN ARE MADE AND GIVEN TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW AND, IF APPLICABLE LAW PROHIBITS LIMITATIONS OR EXCLUSIONS OF RIGHTS OR REMEDIES, THE REMAINDER OF SUCH EXCLUSIONS AND LIMITATIONS SHALL BE ENFORCED TO THE FULLEST EXTENT ALLOWED BY SUCH APPLICABLE LAW.

PURCHASER ACKNOWLEDGES RECEIPT OF THE FOLLOWING DISCLOSURES AND AGREES TO ACCEPT THE PRODUCT SUBJECT THERETO:

1. IT IS IMPOSSIBLE TO DUPLICATE THE EXACT CHARACTERISTICS OF THE PRODUCT BY PICTURES, BROCHURES, PRINT OR ELECTRONIC MEDIA. COLORS, TEXTURES AND OTHER CHARACTERISTICS OF THE PRODUCT MAY VARY FROM WHAT IS SHOWN IN ANY PRINT OR ELECTRONIC MEDIA. SUCH SLIGHT VARIATION DOES NOT CONSTITUTE A MANUFACTURER'S DEFECT AND PURCHASER AGREES TO ACCEPT THE PRODUCT WITH SUCH SLIGHT VARIATIONS.

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2. STONE TECH DESIGNS SHALL NOT BE RESPONSIBLE OR LIABLE TO ANY PARTY FOR THE FAILURE OF THE PRODUCT TO COMPLY WITH LOCAL, STATE OR NATIONAL CODES, REGULATIONS, LAWS, STATUTES AND ORDINANCES, INCLUDING, BUT NOT LIMITED TO, APPLICABLE BUILDING AND FIRE CODES. IT IS THE RESPONSIBILITY OF THE PURCHASER TO PURCHASE THE CORRECT SIZE AND DIMENSIONS OF THE PRODUCT AND TO COMPLY WITH SUCH BUILDING AND FIRE CODES AND OTHER APPLICABLE LAWS, REGULATIONS, ORDINANCES. PURCHASER IS ADVISED TO REVIEW APPLICABLE BUILDING AND FIRE CODES AND OTHER APPLICABLE LAWS REGARDING THE SIZE, DIMENSIONS, COMPOSITION AND OTHER CHARACTERISTICS OF THE PRODUCT PRIOR TO PURCHASING THE PRODUCT. PURCHASER HEREBY RELEASES AND DISCHARGES STONE TECH DESIGNS, LLC AND ITS PARTNERS, AGENTS, EMPLOYEES AND REPRESENTATIVES FROM ANY LIABILITY ASSOCIATED WITH THE FAILURE OF THE PRODUCT TO COMPLY WITH SUCH BUILDING AND FIRE CODES AND APPLICABLE LAW.

3. STONE TECH DESIGNS ANCHORS ALL OF ITS PRODUCTS TO CONCRETE OR ANY HARD SURFACE SUCH AS BUT NOT LIMITED TO FLOOR/ WALL PLATES, SLABS, STRUCTURAL COLUMNS AND/OR STRUCTURAL METAL BEAMS. IN THE EVENT THAT STONE TECH DESIGNS HAS TO GO THROUGH SOFT SURFACES SUCH AS BUT NOT LIMITED TO TILES, STUCCO OR ANY OTHER FINISHED SURFACES, TO ANCHOR ITS PRODUCTS THE REPAIR, PATCHING, FINISHING AND/OR PAINTING OF THE SAID SURFACES IS THE RESPONSIBILITY OF THE PURCHASER OR THE PURCHASER'S GENERAL CONTRACTOR.