

# SILVERMINE STONE WARRANTY

Silvermine Stone Operating Co LLC (“Silvermine”) products (flats, corners, pillar stone, sills, caps and accessories – each a “Product” and together “Products”) have a limited lifetime warranty from the date of purchase from Silvermine or one of Silvermine’s authorized dealers, distributors or contractors (each an “Authorized Representative”) when installed in conformance to local building codes and manufacturer’s instructions (including use of Silvermine recommended fasteners). This warranty is limited to the original purchaser and may not be transferred to any subsequent owner.

## LIFETIME LIMITED WARRANTY

Subject to the terms, conditions and limitations detailed, Silvermine Stone warrants that its manufactured Product(s) substantially exhibit the Product(s) qualities and attributes as found at [www.silverminestone.com](http://www.silverminestone.com).

## THE SILVERMINE STONE WARRANTY DOES NOT COVER:

Silvermine Stone does not cover any damage to our Product(s) for any causes that are not expressly covered in this Warranty. The Warranty does not cover any issues associated with conditions or handling beyond our control that relate to non-defective material. Some representative examples of issues not covered under the Silvermine Warranty are detailed below:

- **Building Settlement or Wall Movement** - Any damage to our Product(s) resulting from changes in building structure or the removal and reinstallation of partially or fully installed Product(s) on the same or a different structure.
- **Improper Installation or Use of Product(s)** - Failure to install Product(s) in conformance with local building codes, manufacturer’s instructions, the use of unapproved accessories such as fasteners not provided by Silvermine or its Authorized Representatives and / or the use of non-breathable sealers. Hearth pieces (flat caps) and all other Silvermine Product(s) are not warranted for use on the ground or as a surface to foot or vehicular traffic.
- **Attempted Enhancements or Modifications to Product(s) Beyond the Product’s Specifications** - Painting over colored products, contact with chemicals, staining, varnishing, sealing with non-breathable sealer or any coating over the manufacturer’s finish, power

washing, sandblasting and any form of a chemical wash. Use of any of these shall void the Warranty.

- **Additional Damage Beyond the Control of the Manufacturer** - Damage resulting from any accident, neglect, fire, vandalism, mold or other vegetation growth, impact from an object propelled or rammed into the Product(s). Any discoloration due to pollutants, oxidation, normal weathering resulting from the impact of sun damage and other extreme weather, exposure to harmful chemicals or external heating sources and any other damage resulting from extreme weather or other acts of God
- **Variations in Color and Other Aesthetics** - Silvermine Product(s) are manufactured stone made using concrete, aggregate, chemicals and various painting processes. As such, variations in coloring and other aesthetic variations may exist. It is the responsibility of the customer to inspect all Product(s) prior to installation to ensure such aesthetics are pleasing prior to installation to ensure optimal satisfaction and avoid post-installation issues.
- **Minor Cracks and Chipping** - Product(s) are not in breach of this Warranty due to minor chipping, as defined under ASTM C1364, Section 8.2; or minor cracks, as defined under ASTM C 90-05, Section 7.2.1, where minor chips or cracks resulting from customary methods of handling in shipment and delivery which do not affect the proper placement of the unit or significantly impair the strength of the construction.
- **Product installed prior to 9/16/2019** - Silvermine purchased the assets of Silvermine Stone LLC on 9/16/2019. Silvermine has implemented significant production, product and quality control improvements following 9/16/2019. As such, Silvermine does not warranty any Product(s) produced by or installed by the prior company.
- **Normal weathering** - Silvermine Product(s), when installed, are subject to the elements (sun, rain, acid rain, cold, wind) on a daily basis. Silvermine does not warranty normal weathering which can occur in concrete Product(s) over time.
- **Product(s) purchased as discontinued or surplus** - From time to time, Silvermine will sell Product(s) as a material discount to Silvermine's normal pricing. In such instance, the Product(s) is/are sold on an as is/where is basis and the Warranty is not in effect. This should be noted on the box and the invoice.

## REMEDY

Any Product(s) not in compliance with our Warranty will, at the sole discretion of Silvermine, be either repaired or replaced at no charge to the owner or the purchase price will be refunded. Labor costs for removal and / or installation of replacement Product(s) are not covered under the Warranty. Any Product(s) repaired or replaced will be covered for the remainder of the warranty period of the originally installed Product(s).

## ENHANCEMENTS OR PRODUCT REPLACEMENTS

Silvermine reserves the right to modify or discontinue Product(s) and /or colors without notice to purchasers. Silvermine shall not be liable to purchasers as a result of Product(s) being discontinued and /or colors being discontinued or modified. We are not liable to you if, as a result of a warranty claim, any replacement Product(s) you receive vary in color or finish because of normal weathering to the installed Product or changes in our Product line. We reserve the right to provide you with substitute Product(s) that are comparable only in quality and price to your original Product(s).