



Making Dream Surfaces Attainable

Residential Limited Lifetime Warranty

Bayside manufactured stacked stone is covered by a residential limited lifetime warranty, when used on a vertical structure that conforms to local building codes and when installed in accordance with the manufacturer's instructions.

Warranty coverage specifically excludes damage resulting from structure settlement and other types of wall movement; contact with paint or chemicals; discoloration due to contaminants; staining, oxidation and water damage.

This warranty covers only manufacturing defects in Bayside manufactured stacked stone and is limited to the replacement or repair of defective materials only with substitutes that are available at the time of replacement and does not cover the cost of removal, installation of defective products, or shipping replacement product.

This warranty is limited to the original purchaser and is non-transferable to any subsequent owner. Original purchaser must supply proof of purchase and must report any failures within 30 days of discovery. The remedies contained herein shall be sole and exclusive.

No warranty whatsoever is made with respect to the manufacture or performance of materials or components of construction not sold or manufactured by MSI, including but not limited to mortar, lath, weather resistant barriers, doors, windows, sealants, flashings, roofing, copings, sheathing and framing. Further, MSI makes no warranties whatsoever with respect to aesthetics, design and engineering of the structure into which MSI products are incorporated, or workmanship involved in the application of any MSI products warranted hereunder.

Bayside manufactured stacked stone is not waterproof. The product must be incorporated into a wall assembly designed by a building professional that contains adequate mechanisms for water management.

MSI has no responsibility for damage caused by moisture intrusion through the building envelope or around any of the building envelope components or by vapor transmission from the inside of the building to a moisture sensitive part of the wall assembly.

Changes in the appearance of Bayside manufactured stacked stone caused by normal weathering or efflorescence, which is a natural phenomenon of all concrete products, are also not considered manufacturing defects. Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which will cause any colored surface to fade, chalk, or accumulate dirt or stains.

Without limiting anything else in this document, MSI disclaims and assumes no liability for:

- A.** Improper use, application or installation of MSI's products,
- B.** Use of MSI's products as part of improperly designed or constructed assemblies or buildings or with defective adjacent materials or assemblies;
- C.** Failure to follow applicable specifications, instructions and construction details;
- D.** Other design or construction defects, deficiencies and failures on a building where MSI's product is used;
- E.** Undertaking on-site inspections or any on-site activities or making oral statements at the site;
- F.** 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;
- G.** Damage resulting from moisture intrusion, mold, settlement of building or other building or wall movement;
- H.** Discoloration or deterioration due to airborne contaminants; or contact with any chemicals or paint; staining or oxidations;
- I.** Any accumulation of water or moisture in wall assemblies;
- J.** Negligence or accidents by any party or parties in maintaining the product, including but not limited to use of pressure washer or harsh or acid chemicals of any nature, including vinegar, to clean;
- K.** Any cause beyond MSI's control; and
- L.** Any workmanship, aesthetics or other damage or injury not solely and directly caused by a manufacturing defect in MSI's products as covered under this warranty.

This limited express warranty is exclusive, the only warranty made by MSI, and is in lieu of all other warranties or remedies of any nature whatsoever to the original or subsequent purchasers or users 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, whether oral, written, express or implied or imposed by law are disclaimed by MSI and are waived by the purchaser, 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 work man like manner. MSI 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 building 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 warranted products are incorporated or damage to any other property.