

## Residential Limited Lifetime Material Warranty

**IDEAL CONCRETE BLOCK Co.** is pleased to provide a lifetime guarantee on the structural integrity of our concrete pavers and landscape retaining walls used in residential applications. Product which proves to be defective by failing to meet the requirements of ASTM C936 for pavers and ASTM C1372 for walls will be replaced without cost according to the terms, conditions and limitations listed below. Replacement product will be limited to the current sizes, shapes and colors available at the time of replacement and does not include labor to remove, replace and dispose of defective product. Match to color, texture and finish of the original product will be made to the best of our ability but cannot be guaranteed. This warranty is valid to the original owner for his/her lifetime as long as they own the property on which our pavers/walls were installed.

## Terms, Conditions and Limitations

Concrete pavers are manufactured with natural ingredients. Customary to manufacturing, the units may possess color variation, scratches, chips, minor indentations and efflorescence which may occur at any time. Such characteristics are NOT indicative of defective product and are expressively excluded from this Warranty. Further, as a pavement, concrete pavers are subject to weathering, oxidation, stains and normal wear and tear. Damage resulting from misuse, abuse or abnormal use, excessive loads, mars and scuffs cause by snowblowers and plow blades, chemical action such as acid or other caustic substances including deicing chemicals, other than sodium chloride, improper installation, including inadequate spacing and insufficient jointing material between the units, incorrect material used to construct the base, use of stone dust as a setting bed, lack of drainage, improper compaction that would result in settlement, rutting or rocking causing the concrete units to chip and/or crack, use of style with inadequate aspect ratio and improper design, including the lack of the user's responsibility to determine the suitability of the landscape wall units for the conditions of the site, are expressly excluded from this Warranty.

## **Notification of Claims**

Claims pursuant to this Warranty must be submitted in writing with proof-of-purchase to Ideal Concrete Block Co. at the address listed below within 30 days of discovery. All claims must include: Date of purchase, quantity of product submitted for claim, description of condition, test results substantiating claim, photographs and other evidence of claimed defect(s). No claims will be accepted without authorization from an Ideal representative.

## **Limitations and Exclusions**

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES FOR ANY BREACH OF THE WARRANTY SHALL BE LIMITED TO THOSE HEREIN PROVIDED TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES. IDEAL CONCRETE BLOCK COMPANY IS RESPONSIBLE SOLELY FOR THE CONCRETE PAVERS and/or LANDSCAPE RETAINING WALL UNITS WE HAVE SUPPLIED AND SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PENAL DAMAGES. REMEDIES IN ALL SITUATIONS SHALL BE LIMITED TO PROVIDING REPLACEMENT BLOCK FOR THE DEFECTIVE BLOCK OR, AT THE OPTION OF THE MANUFACTURER, A REFUND OF THE PURCHASE PRICE FOR THE INDIVIDUAL DEFECTIVE BLOCK. THIS AGREEMENT IS FOR THE BENEFIT SOLELY OF THE OWNER AND IDEAL CONCRETE BLOCK COMPANY, AND IS NOT ASSIGNABLE WITHOUT EXPRESSED WRITTEN CONSENT OF IDEAL CONCRETE BLOCK COMPANY, INC.