

ONE (1) YEAR LIMITED WARRANTY - INSTALLATION

Environmental Materials LLC warrants that its installation of materials shall be free from defects in workmanship for a period of one (1) year from the date of installation.

The exhibition of any sample and/or model that was intended to be used for the purpose of approximation only shall not be regarded as part of the basis and shall not create an express or implied warranty that the workmanship will conform to the sample or model.

All claims for defective workmanship must be presented in writing at the address set forth below within thirty (30) days of discovery of the defective workmanship. Failure to timely provide such written notice constitutes a waiver of the claim. Environmental Materials LLC shall be given a reasonable opportunity to inspect the claimed defective workmanship and will, at its option, repair or replace any workmanship determined to be defective. This is the sole exclusive remedy under this installation warranty.

This warranty covers only defects in workmanship performed by Environmental Materials LLC. This warranty is void if the structure to which the materials installed does not conform to all building codes and/or appurtenances thereto are misused, mishandled, altered, damaged or modified. This warranty does not cover damage resulting from building foundation settlement, wall movement, discoloration due to airborne contaminants, use of pressure washer or pneumatic air to clean and contact with chemicals, staining or oxidation. Environmental Materials LLC is not liable for special, incidental and/or consequential damages including, but not limited to, personal injury, damage to property, damage or loss to equipment, loss profits or revenues, and rental costs. This limitation of damages applies even if the exclusive remedy fails its essential purpose.

ENVIRONMENTAL MATERIALS LLC DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE WITH RESPECT TO INSTALLATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

The price paid for installation performed by Environmental Materials LLC includes consideration for limiting the remedies and liabilities as set forth herein. This Warranty is extended only to the original purchaser of Environmental Materials LLC products and all transferees prior to and including the first owner of the structure to which the products are applied. This warranty is not transferable to or assignable to any other party.

Any action for breach of this warranty, or arising out of or related to our installation of materials, must be commenced within one (1) year after the cause of action has accrued.

Environmental Materials LLC
5020 Weston Parkway
Cary, NC 27513

