



**25 YEAR LIMITED REPLACEMENT MATERIAL WARRANTY
NEWBRICK®**

NewBrick insulated bricks are warranted in the limited manner specified herein to be free from defect in the manufacture of the materials.

THE SOLE RESPONSIBILITY AND LIABILITY UNDER THIS WARRANTY SHALL BE TO REPLACE THE INSULATED BRICKS DESCRIBED HEREIN SHOWN TO BE DEFECTIVE DURING THE WARRANTY PERIOD, AND ONLY FOR THE MATERIALS WARRANTED HEREUNDER. NO OTHER CHARGES OR EXPENSES WILL BE ALLOWED.

No warranty whatsoever is made with respect to (i) materials produced by other manufacturers not bearing the NewBrick name or logo which are used in the installation of the NewBrick materials covered hereunder, (ii) any sealant materials, (iii) cracking, or (iv) any mortar used in the installation of the NewBrick materials.

This warranty is void if NewBrick materials are intermixed with other chemicals or materials not specifically required by the current published literature.

No warranty whatsoever is made for damage caused in whole or in part by acts of God or natural phenomenon, such as but not limited to falling objects, fire, earthquake, floods, pests or chemical fumes. No warranty whatsoever is made for architecture, engineering, aesthetics, insufficient or defective waterproofing between NewBrick materials or between NewBrick materials and non-NewBrick materials or for defective or improper workmanship by the installer. No warranty whatsoever is made for any damage or injury not solely and directly caused by defects in the manufacture of the materials covered under this warranty.

IN NO EVENT SHALL THERE BE ANY LIABILITY FOR ANY DAMAGE TO THE BUILDING ITSELF, ITS CONTENTS OR FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGE, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE. THIS LIMITED REPLACEMENT WARRANTY IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH OR IN ANY WAY RELATING TO THE NEWBRICK MATERIALS SUPPLIED AND INSTALLED. NO COMPANY REPRESENTATIVE HAS THE AUTHORITY TO VARY OR ALTER THESE TERMS.

No warranty stated herein shall be effective until and unless the materials covered by this warranty have been paid for in full.

The remedies provided in this warranty shall be exclusive and no person is authorized to make any other warranty, express or implied, on behalf of the company.

Since the NewBrick materials are building materials and are not intended to be sold to a "consumer" except as part of real estate or as a major addition thereto, this warranty shall not apply to any party constituting a "consumer" as such term is defined by the Magnuson-Moss Warranty Act.

This warranty shall be interpreted under the laws of the State of Rhode Island.

The company shall not have any obligations under this warranty unless the owner notifies Warranty Services, One Energy Way, West Warwick, RI 02893 or warranty@newbrick.com IN WRITING within thirty (30) days of notice of the alleged defect. The company shall be allowed a reasonable period of time to remove samples and perform any testing it deems necessary to investigate and determine the cause of the alleged defect. The owner shall undertake any temporary repairs in a timely manner at its own expense to prevent further damage to the structure until the cause of the alleged defect is determined.

The company shall not have any obligations under this warranty unless the NewBrick materials have been maintained by the owner with reasonable care.