



## 50-year Transferable Limited Warranty

### SCOPE & PERIOD

Willki (9506-6361 Québec inc.) (“hereinafter Manufacturer”) provides the following limited warranty of its Willki Stone product (the “Product”) for fifty (50) years from the date of original delivery to the original purchaser of the Willki Stone or their contractor, whichever occurs first (the “Warranty Period”):

**Scope.** The Product shall be manufactured in accordance with ASTM C1670 – Standard Specification for Adhered Manufactured Stone Masonry Veneer Units (the “Specifications”) and shall leave Manufacturer’s facility free from defects in workmanship and materials. If during the Warranty Period, any of the Products are determined to be defective because they failed to meet the Veneer Specifications, Manufacturer will, in its sole discretion, either (i) repair or replace the nonconforming Products in the same quantity and as close to the same type and size as is commercially reasonable and practicable, or (ii) refund the price paid for the Product, all in accordance with the provisions stated below. Color matching cannot be guaranteed. Manufacturer shall have no responsibility to arrange or pay for replacement labor. Any Product repaired or replaced hereunder will continue to be covered under the terms of this limited warranty for the remainder of the applicable warranty period. Installation should be made in accordance with local building codes, CSA and/or ASTM Standards and per the Manufacturer’s installation guide.

**Prorated Period.** During the Warranty Period, Manufacturer will consider the number of months the Product have been in the possession of purchaser or their contractor, through the date of any claim, and prorate the amount of any warranty payment accordingly. For example: if the purchaser makes a warranty claim in the last month of the 10th year of the warranty (i.e., the 120th month), Manufacturer, at its sole discretion, shall either (i) remit 480/600ths of the price paid for the Product to purchaser or (ii) 480/600ths of the reasonable material cost to repair or replace the Product, excluding any and all labor costs. The prorated period will be based on the remaining limited warranty duration available to as assignee if the purchaser transfers the limited warranty to a subsequent owner as described below.

### ASSIGNMENT

This limited warranty may be assigned during the first fifteen (15) years after the date of delivery to the original purchaser, but the warranty period as to such subsequent owners is limited to fifteen (15) years from the original date of delivery to the original purchaser and the assignee must be able to provide Manufacturer with proof of the original purchase of the Product prior to filing a claim under this limited warranty.

### EXCLUSIONS

This limited warranty excludes all products not supplied by Manufacturer and all defects, failures, or damages not expressly covered above, including, but not limited to, damages caused by:

- (i) Contact with chemicals or cleaners;
- (ii) Damage from power washers;
- (iii) Improper installation or other construction activities;
- (iv) Defective design or construction;
- (v) Normal wear and tear, including, but not limited to, discoloration and efflorescence;
- (vi) Misuse, including, but not limited to, use of the Product beyond the scope of any applicable specifications or design criteria;
- (vii) The fault or negligence of anyone other than Manufacturer.

BUYER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY, AND THE SOLE AND EXCLUSIVE OBLIGATIONS OF MANUFACTURER WITH RESPECT TO ANY CLAIMS FOR BREACH OF THIS LIMITED WARRANTY, SHALL BE THOSE REMEDIES EXPRESSLY SET FORTH HEREIN. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR ANY OTHER TYPES OF DAMAGES, INCLUDING, BUT NOT LIMITED TO: LOST PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO REPUTATION, SPECIAL DAMAGES, INDIRECT DAMAGES, DELAY DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, CONSEQUENTIAL DAMAGES, OR INCIDENTAL DAMAGES.

### CLAIMS

Every claim for breach under this limited warranty shall be void unless (i) it is made in writing to Manufacturer and postmarked within fifteen (15) business days of the date the defect was discovered or, in the exercise of ordinary care, should have been discovered and (ii) it is received by Manufacturer within Warranty Period, as defined herein. All claims shall be sent to: [info@willki.ca](mailto:info@willki.ca) Subject: Attn: Warranty Claims Dept.

No claim under this limited warranty shall be valid unless (i) accompanied by a reasonable written description of the alleged defect in sufficient detail for Manufacturer to understand the problem and (ii) Manufacturer is given a meaningful and reasonable opportunity to inspect the allegedly defective Veneer Products and their installation at the site.

For questions regarding claims, please contact us.

### WILLKI

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