

Weathered Stone™

20 Year Limited Warranty

Subject to the conditions and limitations below, Sean Howard Productions, Inc. warrants that for a period of twenty (20) years from the date of shipment that our Weathered Stone products will not separate from their backings or exhibit stains caused by bleeding of impurities from the product. This limited warranty extends to only the purchaser of the product.

This limited warranty does not cover and expressly excludes any damage, loss, cost, defect or deficiency arising out of or relating to: (a) accident, abuse, misuse, or vandalism; (b) mold or mildew; (c) use of incompatible materials, accessories or supplies; (d) abnormal conditions of use including use on walls subject to moisture infiltration or accumulation; (e) improper storage, handling, installation, or maintenance; (f) fire, flood or other acts, omissions, causes, or events beyond the control of Sean Howard Productions, Inc.; (g) Product that has been altered by anyone other than Sean Howard Productions, Inc.; or (h) any other loss, cost, damage, defect or deficiency not within the scope of the limited warranty. Any claim or dispute arising out of or relating to the product shall be resolved by final and binding arbitration in accordance with the Center for Public Resources rules for non-administered arbitration.

If, during the warranty period, the product fails to conform to the foregoing limited warranty, Sean Howard Productions, Inc.'s sole and exclusive liability and Customer's sole and exclusive remedy shall be (at Sean Howard Productions, Inc.'s option) to replace or refund the purchase price for the nonconforming product, subject to Sean Howard Productions, Inc. being promptly notified in writing and being provided with the nonconforming product for inspection. Any permitted claim against Sean Howard Productions, Inc. which is not made within 90 days of the claimant's knowledge of the claim shall be deemed irrevocably waived.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SEAN HOWARD PRODUCTIONS, INC WITH RESPECT TO WEATHERED STONE. SEAN HOWARD PRODUCTIONS MAKES NO AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE; ANY IMPLIED WARRANTY ARISING FROM ANY USE OF WEATHERED STONE, OR SEAN HOWARD PRODUCTIONS, INC CONDUCT IN RELATION TO SUCH USE, AND IN EACH SUCH CASE, WHETHER OR NOT THE PURPOSE OR USE OF WEATHERED STONE HAS BEEN DISCLOSED TO SEAN HOWARD PRODUCTIONS, INC. IN NO EVENT WHATSOEVER SHALL SEAN HOWARD PRODUCTIONS, INC. OR ANY OF ITS EMPLOYEES, AGENTS, SUPPLIERS OR DISTRIBUTORS HAVE: (a) ANY LIABILITY, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, IN AN AMOUNT IN EXCESS OF THE AMOUNT ACTUALLY RECEIVED BY SEAN HOWARD PRODUCTIONS, INC. AS PURCHASE PRICE FOR THE PRODUCT WHICH IS THE SUBJECT OF A CLAIM, OR (b) ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF SEAN HOWARD PRODUCTIONS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES ARISING FROM INJURY TO PERSONS, LOSS OF VALUE OR USE (INCLUDING STIGMA OR DIMINUTION OF VALUE DAMAGES); LOSS OF ANTICIPATED REVENUE OR PROFITS; DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT; COST OF CAPITAL; COST OF SUBSTITUTE SUPPLIES, FACILITIES OR SERVICES OR CLAIMS MADE BY AN END USER.