

Product Warranty

Flagstone Pavers, Inc. warrants those products manufactured to ASTM C-936 for a period of 25 years from the date of purchase and products manufactured to ASTM C-1319 for a period of 10 years from date of purchase, provided that the installation of such products is done in accordance with the appropriate Interlocking Concrete Pavement Institute standard currently in place at the time of the installation. All products not manufactured to the previously referred to ASTM specifications carry a 5 year warranty. In no case does Flagstone Pavers, Inc. warrant the actual *installation* of its products.

Flagstone Pavers, Inc.'s warranty is limited to the structural integrity of the paver and does not include the following:

- Imperfections commonly found in concrete products, such as exposed aggregates, small chips or cracks and varying surface textures.
- Damage caused by intentional abuse.
- Abnormal wear and tear, such as surface stains, erosion from water, damage from lawn and garden equipment.
- Shade or color blend variations between the paver units.
- Shade variations between products and samples or photographs.
- Efflorescence or its removal. Efflorescence is a natural occurrence in concrete products and usually washes or wears off over time.
- Freight of replacement pavers.
- Use of concrete grid paving units, interlocking concrete paving units, or coping units beyond the applications described in the applicable ASTM standards, Interlocking Concrete Pavement Institute standards, or Flagstone Pavers product information.

Flagstone's warranty is limited to the cost of replacement pavers only and does not include any other costs including the cost of labor for replacement. Flagstone does not guarantee that the shape or color will be available in the future and will provide an alternate shape and/or color from its current product line as determined by Flagstone in its sole and absolute discretion at the time of an accepted warranty claim.

Any product defect that is detected or is noticeable prior to installation shall not be installed and Flagstone shall be notified immediately of such defects. Flagstone will not pay any labor costs related to the replacement of defective pavers installed. All claims against defective products that are received on site must be made within 10 days from date of shipment from Flagstone. Flagstone Pavers will replace product or, if unavailable, an alternate product as determined by Flagstone in its sole and absolute discretion, at no charge. Flagstone will replace uninstalled pavers at site if more than 5% of the product is defective.

THERE ARE NO WARRANTIES BEYOND THIS EXPRESSED WARRANTY. FLAGSTONE PAVERS EXCLUDES ANY LIABILITY FOR LOST PROFIT ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. FLAGSTONE PAVERS EXCLUDES ANY LIABILITY OR WARRANTY FOR MISUSE OR MISAPPLICATION OF PRODUCTS. THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH OF THIS WARRANTY. THIS WARRANTY EXTENDS ONLY TO THE ORIGINAL END USER AND IS NOT TRANSFERABLE.

This warranty is effective September 15, 2008. The laws of the State of Florida govern this agreement.