



## PAVING STONE & RETAINING WALL BLOCK WARRANTY

McNear Brick & Block (*Manufacturer*) warrants from the date of purchase by original buyer (*Owner*) for a period of 20 years to the owner and subsequent transferees that the Paving Stones & Retaining Wall Blocks (*Materials*) which are manufactured and sold by McNear Brick & Block are free from defects in material and workmanship, is in compliance with ASTM C-936 and ASTM C-1372, in each case as in effect on the date applicable when this Limited Warranty issues, and will not fail structurally because it does not comply with such specifications. This Warranty is subject to the following Limitations and Exclusions:

### LIMITATIONS AND EXCLUSIONS

This Limited Warranty does not apply to failure, deterioration, or other damage which could be caused by impact, abrasion, or overloading.

This Limited Warranty is only valid if the Materials are installed under the guidelines of the ICPI ([www.icpi.org](http://www.icpi.org)), the NCMA ([www.ncma.org](http://www.ncma.org)), or VERSA-LOK installation guidelines ([www.versa-lok.com](http://www.versa-lok.com)).

Color matching of replacement Materials is not guaranteed.

### EXCLUSIVE REMEDY

Any claim arising under this Limited Warranty must be promptly submitted in writing to the Manufacturer and must be accompanied with proof of Owner's purchase. McNear Brick & Block shall have the right, but not the obligation, to have its own representatives verify the nature, extent, and case of alleged defects. If any Materials are found by Manufacturer to not comply with its written warranty as set forth above, then, at Manufacturer's election, it shall have the option of: (i) providing replacement Materials, or (ii) refunding the purchase price of the Materials paid at the time of original purchase. In no event shall Manufacturer be responsible for any labor costs, or any other costs associated with removal and replacement of the Materials. If the parties cannot resolve a claim under this Limited Warranty, any controversy will be settled by arbitration through the American Arbitration Association in accordance with its Construction Industry Arbitration Rules, and judgment on the arbitrator's award will be entered by any court with jurisdiction.

The remedy of replacement and or repair shall be the sole and exclusive remedy for any breach of this Limited Warranty, and under no circumstances shall McNear Brick & Block be liable for any incidental, special, or consequential damages resulting from any breach of this warranty or alleged defect in the Materials. Although McNear Brick & Block expressly disclaims any other warranty than those expressly set forth herein, any implied warranty of merchantability which may nevertheless be available to Homeowner shall be limited to the duration of this Limited Warranty or the expiration of the applicable Statutes of Limitations, whichever is sooner. McNear Brick & Block expressly disclaims any and all other warranties of any kind whatsoever as to its Materials including but not limited to express or implied warranties of fitness for particular purposes sold, description, or quality of the Materials. McNear Brick & Block makes no warranty as to the aesthetic qualities of the Materials.

This warranty gives Owner and subsequent transferees specific legal rights, but they may also have other rights that vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Owner and subsequent transferee.