



PRODUCT WARRANTY

WHAT THIS WARRANTY COVERS

Clay brick products manufactured by General Shale Brick, Inc. or any of its subsidiaries (including, without limitation, Meridian Brick LLC or Watsontown Brick Company) are warranted by the applicable manufacturer against deterioration due to product defects only for the life of the building, provided the products have been erected, installed, and used according to the approved masonry standards, within guidelines of local building codes as recommended by the manufacturer. All products are to be inspected by the customer prior to installation. Any damaged, chipped, or broken products, or any aesthetically unsatisfactory clay brick products are to be brought to the attention of the applicable manufacturer (or its affiliated distributor) prior to installation. At such time, at the applicable manufacturer's sole discretion, it shall have the option of: (i) utilizing brick color correction techniques to address color variance issues repairing or staining the clay brick product, (ii) providing replacement clay brick product; or (iii) refunding the purchase price of the clay brick product paid at the time of original purchase. In no event shall Seller be responsible for any labor costs. Placement of material in the wall constitutes acceptance of the product for all purposes including color and texture.

**There are no warranties which extend beyond the description of warranties contained herein.*

WHAT THIS WARRANTY DOES NOT COVER

General Shale Brick, Inc. or any of its subsidiaries (including, without limitation, Meridian Brick LLC or Watsontown Brick Company) shall not be responsible for clay brick product failure resulting from poor workmanship, construction deficiencies, or improper design. This warranty is null and void if the integrity of the structure is not maintained after its completion. This warranty may not be enlarged or extended in any manner by sales, dealer, or other personnel. This warranty does not apply to off-grade products. Off-grade products are sold "as-is" with no express or implied warranty.

For painted clay brick product to be covered under this warranty, clay brick product must be painted in accordance with General Shale's Technical Bulletin "Painted Brick Masonry." Notwithstanding, this warranty does not apply to the performance or durability of the paint applied to the clay brick product.

WARRANTY LIMITATIONS

EXCEPT AS SET FORTH ABOVE AND TO THE EXTENT NOT PROHIBITED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE DISCLAIMED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY CLAY BRICK PRODUCT SOLD. ORAL STATEMENTS CONCERNING THE CLAY BRICK PRODUCT COVERED BY THIS WARRANTY, OR STATEMENTS CONTAINED IN ADVERTISING, PAMPHLETS OR OTHER PRINTED MATERIALS DO NOT CONSTITUTE WARRANTIES, AND THE BUYER AND/OR CUSTOMER ACKNOWLEDGE THAT THEY HAVE NO RIGHT TO RELY UPON SAME. GENERAL SHALE BRICK, INC. OR ANY OF ITS SUBSIDIARIES (INCLUDING, WITHOUT LIMITATION, MERIDIAN BRICK LLC OR WATSONTOWN BRICK COMPANY) MAKE NO WARRANTY AS TO THE AESTHETIC QUALITIES OF THE CLAY BRICK PRODUCT AND SHALL NOT BE LIABLE FOR ANY COMMERCIAL LOSSES, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS, DAMAGE OR EXPENSE ARISING UNDER OR IN CONNECTION WITH ANY SALE OF CLAY BRICK PRODUCT WHETHER AS A MANUFACTURER OR CARRIER. LIABILITY FOR DAMAGES OF ANY KIND SHALL IN NO EVENT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PARTICULAR ORDER, LOT OR SHIPMENT (OR THE ORIGINAL PURCHASE PRICE OF THAT PORTION THEREOF WHICH IS NOT REPAIRED OR REPLACED) WITH RESPECT TO WHICH A CLAIM IS ASSERTED. IN PARTICULAR, GENERAL SHALE BRICK, INC. OR ANY OF ITS SUBSIDIARIES (INCLUDING, WITHOUT LIMITATION, MERIDIAN BRICK LLC OR WATSONTOWN BRICK COMPANY) SHALL NOT BE LIABLE FOR LOSS OF SALES, REVENUES OR PROFITS OR CLAIMS OF ANY THIRD PARTIES.

CONTACT INFORMATION

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(423) 282-4661





TERMS AND CONDITIONS

The following terms (the "Terms") apply to any customer ("Customer") purchase of any General Shale product ("Product").

1. Orders by Customer may be submitted by signed purchase order, which orders shall not be binding until written confirmation by General Shale. These Terms shall control over any Customer purchase order or document. General Shale shall not be liable for any delay or failure to deliver any Product in case such delay or failure is caused by labor disputes, strikes, war, riots, insurrection, civil disturbance, fire, flood, accident, storm or any act of God, delays of common carriers, failure of supplies or other causes beyond General Shale's control. When Distributor Customers place a purchase order, a shipping schedule must be included before the material can be scheduled for manufacture. This shipping schedule will be subject to availability in effect on date received.
2. All prices to include those on General Shale's price list are subject to change for any reason including increased plant and other charges at the time of sale. Pricing does not include state and/or local taxes, all of which are Customer's responsibility. General Shale reserves the right to require pre- payment for special order or custom Product and/or storage charges in the event Customer delays scheduled delivery. Special Production products are produced **only** after a purchase order has been received and **will be priced at 20% above FOB list price**. All shapes or any item not listed as a Stock item which have been ordered and produced, must be paid for whether taken or not. If material is paid for and not taken it will be subject to sale or disposal by General Shale. Cancellation is not permitted after production has started.
3. Distributor Customer: Product is sold "FOB Origin-Freight Collect" and title and risk of loss transfers to Customer upon tender to Customer's carrier. Direct Customer: All risk of loss transfers to Customer upon delivery to Customer or Customer's carrier or agent. All Customers: Customer will inspect the goods immediately upon receipt and report loss or damage within 24 hours to the carrier and General Shale or be barred from any claim. Customer will provide General Shale with written notice of any claimed defect or breach of warranty (including claims from Customer's purchaser or any end user) as soon as possible and will, to the maximum extent possible, assist General Shale in minimizing any damage(s) resulting from any claimed defect or breach of warranty. Distributor Customer: Demurrage begins 24 hours after actual or constructive placement of all cars shipped on 150,000-pound rates.
4. Invoice terms are net 30 days unless different terms have been applied to an individual account. In the event action is taken to collect from Customer, Customer shall be responsible for all costs incurred by General Shale, including reasonable attorney fees. A 1.5% finance charge will be assessed on past due balances at time of statement.
5. Distributor Customer shall insure that all Product conforms to General Shale's specifications before re-sale and that all packaging, including product literature and instructions, are in good order and delivered to Product purchasers. Direct Customer shall insure that all Product conforms to project specification before installation and that all packaging, including product literature and instructions, are delivered to Customer's purchaser or any end user. Customer shall indemnify, defend at its cost and hold General Shale harmless for, from and against any and all claims, causes of action, damages, fines, judgments, penalties, costs, liabilities, losses or expenses resulting from a breach of these obligations.
6. **General shale makes no warranty that extends beyond the General Shale product description. General Shale specifically disclaims and excludes any implied warranty of merchantability or fitness for a particular purpose. All goods are subject to variations permitted under applicable industry standards, including size, color, texture, chippage or warpage. Samples (including cards) are illustrative only and may not serve as the basis for any product warranty. Product use or resale is acceptance as conforming goods.**
7. **Customer's sole and exclusive remedy with respect to any product defect, non-conformity or breach of warranty shall be pre-installation product replacement. In the event that pre-installation replacement cannot in General Shale's judgment be made, then General Shale may elect to refund the product purchase price as the sole and exclusive remedy. General Shale shall not be responsible for any consequential, special or incidental damages for any reason, including, but not limited to any damages for replacing or removing any brick, stone, masonry or other product from any structure.**
8. Claims of any nature pertaining to any Product shall be filed in a court of competent jurisdiction within **one (1) year** of delivery or be forever barred. In the event that General Shale successfully defends against any claim filed by Customer, Customer shall be responsible for General Shale's costs of defending said claim(s), including but not limited to reasonable attorney's fees.
9. General Shale reserves, in its sole discretion, the rights to (a) suspend sales, including installment sales, to Customer if any part of Customer's account with General Shale is delinquent, (b) place Customer on credit hold, and (c) demand that all Product is paid for in full prior to delivery. No goods may be returned without prior authorization and all returns are subject to applicable restocking charges.
10. Where local deliveries apply: Truck Deliveries "F.O.B. job site" will be made only on suitable and accessible surfaces. When the Customer requests delivery "inside the curb", Customer assumes all responsibility for mud tracked on streets and for any damage, including sidewalks, driveways, buildings, trees, shrubbery, lawns, silt fence, and any other structure. Delivery in separate lots is permitted.
11. Except as otherwise provided in writing, these Terms supersede any and all prior or contemporaneous understandings, negotiations, discussions or agreements and constitute a complete, exclusive and final written expression of all the terms of sale and any representations, promises, warranties or statements by General Shale or its agents that differ in any way from the terms hereof shall be given no force or effect. Only a writing signed by the President of General Shale may amend these terms. No waiver of any provision herein shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.