

Canada Brick products are manufactured under high standards of quality and workmanship. Canada Brick warrants to the original consumer purchaser ("Purchaser"), for as long as they own the Building implementing the Brick, that the Brick sold by Canada Brick to Purchaser is free from defects in material and workmanship, is in compliance (to the extent applicable to the type of Brick sold) with the following specifications of the Canadian Standards Association: A82-14 Fired masonry Brick made from clay or shale and the American Society for Testing and Materials: C216 Facing Brick, 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 assurance of quality is applicable where the Brick, which is manufactured and sold by Canada Brick, is installed in the Purchaser's Building and subject to use under normal conditions and the additional limitations and exclusions set out below.

LIMITATIONS AND EXCLUSIONS

This Limited Warranty does not apply to failure, damage, deterioration, efflorescence or color change to the Brick resulting from:

1. faulty building methods or structural defects in the building's structure;
2. failure or cracking of Brick due to settling of the Residence or subsidence;
3. incorrect use of mortar or deterioration of mortar (all mortar joints must be full);
4. inferior masonry workmanship or any tooling of mortar joints which does not comply with BIA standards or is not recommended in BIA Tech Notes 7B (Dec. 2005) for exterior Brickwork;
5. use of Brick for soffits, sills, caps and sloped masonry except as specifically outlined in BIA Tech Notes 36 (Jan. 1988) and 36A (Feb 2001); and the Canada Brick Technical Note Weatherproofing masonry for northern climates;
6. use of Brick at or within 150 mm of grade;
7. Brick deterioration due to exfiltration of air from the interior or interior air exhausted to the exterior and directed onto the Brick;
8. chimneys without proper chimney caps;
9. Brick deterioration due to poor roof or balcony drainage;
10. non-compliance with applicable building codes;
11. storm, flood, hurricane, earthquake, tornado, lightning, fire or other Acts of God;
12. collision, vandalism, war, civil unrest, or other accidental or intentional events;
13. deterioration from the effects of acid rain or other pollution;
14. actions of or materials provided by any person other than Canada Brick;
15. use of waterproofing sealers on the face of the masonry; or
16. use of high pressure water cleaning in excess of 5,000 kPa.

EXCLUSIVE REMEDY

Any claim arising under this Limited Warranty must be promptly submitted in writing to Canada Brick. The claim may only be submitted by Purchaser, as this Limited Warranty is non-transferable, and must be accompanied by proof of Building ownership. If any of the Brick does not comply with this Limited Warranty, Canada Brick will at its own expense and within a reasonable period of time, replace, repair, and/or provide a refund of the purchase price paid for, as determined in its sole discretion, defective Brick. Canada Brick shall have the right, but not the obligation, to have its own representatives verify the nature, extent, and case of alleged defects.

THE REMEDY OF REPLACEMENT, REPAIR, AND/OR REFUND SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY, AND UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF THIS WARRANTY OR ALLEGED DEFECT IN THE BRICK (AND THE FOREGOING LIMITATIONS SHALL APPLY NOT WITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE), ALTHOUGH CANADA BRICK EXPRESSLY DISCLAIMS TO THE GREATEST EXTENT PERMITTED BY LAW ANY OTHER CONDITION OR WARRANTY THAN THOSE EXPRESSLY SET FORTH HEREIN, ANY IMPLIED CONDITION OR WARRANTY OF MERCHANTABILITY WHICH MAY NEVERTHELESS BE AVAILABLE TO PURCHASER SHALL BE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY OR THE EXPIRATION OF THE APPLICABLE STATUTES OF LIMITATIONS, WHICHEVER IS SOONER. MANUFACTURER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER AS TO ITS BRICK INCLUDING BUT NOT LIMITED TO EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSES SOLD, DESCRIPTION, OR QUALITY OF THE BRICK. CANADA BRICK MAKES NO WARRANTY AS TO THE AESTHETIC QUALITIES OF THE BRICK.

PURCHASER RIGHTS

This Limited Warranty gives Purchaser specific legal rights, but they may also have other rights that vary from province to province or state to state. Some provinces and states may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Purchaser.

In the unlikely event that you wish to make a warranty claim, please contact your local representative or write to us using the address below. Please explain the defect and include proof of purchase as well as ownership, and your name, address, and telephone number.

Technical Services, Canada Brick

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