

# RealCast

LIGHTWEIGHT CONCRETE

## A. LIMITED WARRANTY TO ORIGINAL PURCHASER ONLY

Subject to the terms, conditions, and limitations stated herein, InStone Distribution Ltd. and Border Distributors Ltd. (both operating under tradename “InStone”) provides this limited warranty only to the person or entity that originally purchased (the “Original Purchaser”) any RealCast (collectively the “Product”) from InStone Distribution Ltd. within Canada, and Border Distributors Ltd. within the United States.

Subject to the terms, conditions, and limitations stated herein, InStone warrants that the Product will not peel, flake, rot, blister, crack, or corrode solely as a result of defects in materials or workmanship (the “Warranty”) for a period of one (1) year full warranty from the original date of purchase (the “Full Warranty Period”), and an additional sixteen (14) years at the percentages set forth in the table below (the “Additional Percentage Warranty Period”).”

Subject to the terms, conditions and limitations stated herein, if at any time during the Full Warranty Period or the Additional Percentage Warranty Period, the Original Purchaser discovers a breach of the Warranty, and the Product (or applicable part thereof) is made available for inspection by InStone, then upon verification of the validity of the Warranty claim, InStone will, at no cost to the Original Purchaser during the Full Warranty Period and at the applicable percentage cost during the Additional Percentage Warranty Period (as described in the table below), and at InStone’s sole option, either:

- (i) provide materials for repair of such breach or defect; or
- (ii) supply replacement Product (Product only) (or part thereof).

InStone and the Original Purchaser shall share (on a percentage basis) in the Cost of (Product only) materials for repair or Product replacement according to the following table:

Cost means the sum of the total original purchase price to the Original Purchaser of the Product that is defective or otherwise being replaced. If we cannot determine these amounts from original documents, we will compute the purchase price using our suggested retail price in effect at the time of the installation for the cost of material.

Warranty Period (Years from Date of Original Purchase)	Warranty Cost by Percentage (%) (Product Only)	
	By InStone	By Original Purchaser
<b>Full Warranty Period</b> (0 through 4 years)	100%	0%
	By InStone	By Original Purchaser
<b>Additional Percentage Warranty Period:</b>		
1 year and 1 day through 5 years	90%	10%
5 years and 1 day through 6 years	80%	20%
6 years and 1 day through 7 years	70%	30%
7 years and 1 day through 8 years	60%	40%
8 years and 1 day through 9 years	50%	50%
9 years and 1 day through 10 years	40%	60%
10 years and 1 day through 15 years	20%	80%

**THE FOREGOING REMEDIES SHALL CONSTITUTE THE ORIGINAL PURCHASER’S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTY AND ALL OTHER REMEDIES ARE HEREBY EXPRESSLY EXCLUDED.**

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## B. TERMS AND CONDITIONS OF WARRANTY AND EXCLUSIONS

For the Warranty to apply, the following terms and conditions must be strictly complied with:

1. The Product must be continually used by the Original Purchaser for the intended purpose.
2. The Original Purchaser shall follow and adhere to the RealCast published Installation Instructions and all building codes adopted by federal, provincial, or local governments or government agencies and applicable to the installation. The failure to install the Product strictly in accordance with the InStone published installation instructions shall immediately void the Warranty.
3. Any repair of the Product prior to or subsequent to verification of a Warranty claim by InStone without InStone's prior written approval shall void the Warranty.

This Warranty does not cover, and InStone is not liable for:

- fire or distortion and/or warping from exposure to excessive heat sources;
- color changes due to normal weathering (normal weathering is the damaging effects of water, sunlight and extremes of weather and atmosphere that may cause any colored surface to fade, chalk, or become soiled or stained; exposure to the elements will cause gradual change over time; the degree to which normal weathering occurs will vary depending on air quality, the building's location and other local conditions over which InStone has no control); darker colors will always fade more than lighter colors, so keep this in mind along with the facing direction of the install.  
(RealCast comes with a water-based sealant applied to help reduce the above-mentioned discoloration from water, sunlight, and other environmental and manmade products, but not to completely prevent it. The same, or equal, sealant can be applied yearly to the Product to further reduce the chance of discoloration, staining, and deterioration)
- vandalism;
- misuse or abuse of the Product;
- tampering or modification of the Product;
- alteration or further processing of the Product after shipment other than prescribed methods of installation;
- damage resulting from inadequate or improper installation (see detailed RealCast Installation Instructions);
- negligence or accident;
- damage from shipping or handling;
- damage due to settlement of the structure on which products are installed or shifting of structural members or adjoining surfaces, failure of the structure (including foundations and walls),
- mold or mildew accumulation;
- fumes or vapors;
- damage due to air pollution;
- harmful chemicals;
- excess water;<sup>water</sup>
- falling objects or the impact of foreign objects;
- removal or cost of removal of the Product for repair or any costs associated therewith (including shipping costs);
- installation or cost of installation of replacement Product, or any costs associated therewith (including shipping costs);
- lightning, hurricane, tornado, windstorm, earthquake, or any other acts of God;
- insects, animals/birds of any kind;
- improper maintenance or cleaning of the Product
- failure to provide reasonable and necessary maintenance of the Product
- any other causes beyond Manufacturer's reasonable control.

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## **C. PROCESS FOR MAKING A WARRANTY CLAIM**

1. Contact InStone to obtain a Warranty Claim Form. Any and all Warranty claims under this Warranty must be reported in writing, either by mail or facsimile, by the Original Purchaser to InStone
2. within thirty (30) days of the date that the defect in the Product is first discovered by the Original Purchaser.
3. The original invoice for the Product and a completed Warranty Claim Form must be provided by the Original Purchaser at the time of submission of any Warranty claim.
4. The Original Purchaser shall provide InStone with samples or photographs of the Product, promptly upon request by InStone. The Original Purchaser shall also promptly provide InStone with full access to the Product for InStone to verify any Warranty claim.

## **D. MODIFICATION OR DISCONTINUATION OF PRODUCT**

InStone reserves the right, in its sole and arbitrary discretion, to discontinue or modify any design, configuration, pattern, or color of any of its Products at any time and without notice or liability to any Original Purchaser. If, for any reason, the Product of the type originally purchased by the Original Purchaser is no longer available from InStone at the time that a valid Warranty claim is made by an Original Purchaser, InStone may substitute another Product determined by it, in its sole discretion, to be substantially comparable in quality and price. Due to normal weathering, a replacement Product may differ from a Product originally purchased.

## **E. DISCLAIMER OF OTHER WARRANTIES AND LIMITATION OF LIABILITY**

**THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY INSTONE WITH RESPECT TO THE PRODUCT AND THE PRODUCT IS OTHERWISE PROVIDED "AS-IS". INSTONE MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, ORAL, WRITTEN, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES ARISING BY OPERATION OF LAW, CUSTOM, OR BY USAGE OF TRADE, PROMISE, EXAMPLE OR DESCRIPTION, OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR THE PRODUCT'S INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT, OR REPAIR, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY INSTONE. IF ANY IMPLIED WARRANTY OR IMPLIED CONDITION CANNOT BE DISCLAIMED IN ANY PROVINCE OR TERRITORY WHERE THE PRODUCT IS SOLD, EXCEPT AS EXPRESSLY COVERED UNDER THE LIMITED WARRANTY PROVIDED HEREIN, THE ENTIRE RISK AS TO THE QUALITY, SELECTION AND PERFORMANCE OF THE PRODUCT IS WITH THE ORIGINAL PURCHASER.**

**THIS WARRANTY IS LIMITED SOLELY TO THE ORIGINAL PURCHASER AND IS NON-TRANSFERABLE.**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INSTONE EXCLUDES AND IS NOT RESPONSIBLE OR LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT, INCONVENIENCE OR DAMAGES OF ANY CHARACTER, WHETHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF REVENUE OR PROFIT, OR WORK STOPPAGE) ARISING FROM THE USE OF THE PRODUCT, RELATING TO ANY WARRANTY REPAIR OR REPLACEMENT OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, EVEN IF INSTONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## **F. GOVERNING LAW**

This Warranty shall be governed by the laws of the Province of Alberta and the federal laws of Canada herein. Some provinces and territories in Canada do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the foregoing limitations and exclusions may not apply. This Warranty provides specific legal rights and the Original Purchaser may also have other rights which vary from province to province and territory to territory. All disputes under or in relation to this Warranty shall be resolved by a court of competent jurisdiction in the Province of Alberta.