

PASTELCOTE[®] LIMITED WARRANTY

Terms of Warranty. Boral Bricks Inc. (the "Company") hereby warrants under this PASTELCOTE[®] LIMITED WARRANTY that, although the color of the PastelCote coating may change over time, the PastelCote coating is free of manufacturing defects and, when correctly applied in accordance with the instructions shown on each pail of PastelCote finishing mix to PastelBrik[®] brick, the PastelCote coating will not flake, blister or peel for a period of up to ten (10) years from the original purchase date as explained below.

Warranty Period and Remedies. The limited warranty period and applicable coverage on the PastelCote coating commences as of the date of sale. If the Buyer is a residential homeowner, the warranty shall extend for the length of time that the original Buyer owns the residence up to a maximum period of ten (10) years, but the warranty is not transferable. If the original Buyer is a commercial entity, the warranty shall extend for the length of time that the original commercial entity owns the building up to a maximum period of ten (10) years, but the warranty is not transferable. The liability of the Company under this limited warranty is limited to the supply of the PastelCote finishing mix which is necessary to correct the claimed defect or problem. The Company will provide only replacement PastelCote finishing mix and the Buyer is responsible for all other costs, including, but not limited to (i) labor services and labor costs for the removal, application or reapplication of the PastelCote finishing mix; (ii) shipping, handling, delivery or other administrative charges for forwarding the new PastelCote mix to the jobsite; and (iii) any other costs for materials and/or permits required for the removal, application or reapplication of the PastelCote finishing mix/coating.

Conditions and Exclusions. This Limited Warranty is subject to the conditions, remedies, transfer and other requirements, limitations and legal rights stated herein. All of the conditions and requirements stated must be met to make this Limited Warranty valid.

This Limited Warranty only applies if the following conditions are met:

1. The PastelCote finishing mix must be applied on PastelBrik[®] brick manufactured by the Company, and the Buyer must be able to demonstrate proof of purchase;
2. The PastelCote finishing mix must be applied by an installer who has received and reviewed the Company's training materials regarding PastelCote installation; and
3. The PastelCote finishing mix must be applied in accordance with the PastelCote application instructions shown on each pail of PastelCote finishing mix and in more detail in the Application Guidelines brochure.

The Company shall not be liable for any loss or damage caused by: cleaning methods that physically or chemically remove the PastelCote coating (such as, high pressure water cleaning, acids or wire brushes); improper application or installation of the PastelCote material; improper preparation of the underlying brick and mortar surface; structural cracking or movement, such as could occur as a result of the application of PastelCote material over the damp-proof course or expansion-joint material; entrapped moisture in the wall prior to application; hydrostatic and/or osmotic pressure (for example, from a retaining wall that has not been damp-proofed); abuse or mistreatment of the PastelCote coating, either during installation or at a subsequent time;

application of PastelCote on horizontal surfaces (not warranted); color variations in the PastelCote coating; earthquake, hurricane, tornado, or other acts of God; damage caused by wind-borne objects or other external forces other than normal wear and tear; contact with other building materials such as bitumen, paint, concrete, timber or colored oxide from concrete driveways; surface discoloration due to air pollution, rain runoff, attached products (such as gutters) or from sand, dirt or clay deposits; damage resulting from fumes or vapors directly applied to the PastelCote material or in the atmosphere.

LIMITATION ON IMPLIED WARRANTIES. EXCEPT FOR THE SPECIFIC WARRANTIES SET FORTH IN THIS LIMITED WARRANTY, THE COMPANY DOES NOT GIVE ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY THE BUYER OR ANY SUBSEQUENT OWNER IN CONNECTION WITH THE PURCHASE, USE, REPAIR OR REPLACEMENT OF THE PASTELCOTE MIX OR THE PASTELCOTE COATING.

Claim Procedure. Any claim under this Limited Warranty should be made within sixty (60) days after your discovery of a problem with the PastelCote coating. You must write to the Company at Boral Bricks Inc., Attn: Vice-President of Marketing, 200 Mansell Court East, Suite 305, Roswell, Georgia 30076. Such written notice shall explain the basis for the claim, the date of purchase, the invoice number, and the Pastelbrik code as stated on the invoice. To obtain warranty service, you are required to deliver to the Company a bill of sale or other evidence of the purchase of PastelCote mix and Pastelbrik brick to establish the original date of purchase and proof of ownership. Under no circumstances should the Buyer undertake any repairs affecting the PastelCote coating without first notifying the Company of the alleged defect in material and allowing the Company a reasonable opportunity to inspect. Any work done which affects the PastelCote coating without the Company's consent will relieve the Company of any obligation under this Limited Warranty.

Legal Rights. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. Some states do not allow the exclusion or limitation on incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

If the laws of a particular state require terms other than or in addition to those contained in this warranty, this warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this warranty or any provision of this warranty or to prevent the imposition of fines, penalties or any liability.

Warranty Revised 01/01/09

