



# BILCO BRICK

## 110-YEAR LIMITED WARRANTY

Bilco Brick (Bilco) warrants to the original buyer (Homeowner) and subsequent transferees that the bricks manufactured and sold by Bilco and installed in the Homeowner's residence (Residence) comply with all applicable grading rules and specifications of the American Society for Testing and Materials in effect at the date of purchase of the Residence by Homeowner, and will not fail structurally because they do not comply with such specifications. The term of this Limited Warranty is 110 years from the date of purchase of the Residence by Homeowner.

### Limitations and Exclusions

This Limited Warranty does not apply to color change or failure, damage or deterioration to bricks by Bilco resulting from:

- Failure or cracking of bricks due to settling of the Residence or subsidence of the ground;
- Use of improper mortar or failure or deterioration of mortar;
- Improper building practices or improper masonry practices resulting in structural defects;
- Use of bricks for sidewalks, mailboxes, and all areas other than the walls of the Residence;
- Non-compliance with applicable building codes;
- Storm, flood, hurricane, earthquake, tornado, lightning, fire, or other Acts of God;
- Collision, vandalism, war, civil unrest, or other accidental or intentional events;
- Acid rain or pollution.



### Exclusive Remedy

Any claim arising under this Limited Warranty must be submitted in writing to Bilco within sixty days after discovery of the alleged defect and must be accompanied by Homeowner's proof of purchase and a copy of this Limited Warranty. Bilco shall have the right, but not the obligation, to have its own representative verify the nature, extent, and cause of alleged defects. If any of the bricks by Bilco do not conform to this Limited Warranty, then within a reasonable period of time Bilco will, at its option, repair or replace defective bricks at Bilco's expense by installing, or causing to be installed, its bricks then available from current production matching as closely as possible at the time.

**THE REMEDY OF REPAIR OR REPLACEMENT SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY, AND UNDER NO CIRCUMSTANCES SHALL BILCO BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF THIS LIMITED WARRANTY. BILCO EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER AS TO ITS BRICKS INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

This Limited Warranty gives Homeowner and subsequent transferees' specific legal right, 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 limitations or exclusions may not apply to the Homeowner and subsequent transferees.

### How to file a claim

To submit a claim under this Limited Warranty, you must notify Bilco in writing within sixty (60) days after the discovery of the alleged defect. The written notice must include (i) a copy of this Limited Warranty, (ii) proof of purchase, which can be established by attaching either a copy of the delivery ticket or a copy of the invoice, and (iii) a reasonably complete and detailed description of the alleged defect.