

**WARRANTY:** Glen-Gery Corporation ("Glen-Gery") warrants to the owner for a period of four (4) years from the date of purchase that the brick manufactured by Glen-Gery shall meet and comply with the applicable ASTM International Standard Specification and grade requirement in effect at the time of manufacture for the type of brick purchased, and that such brick will not fail structurally as a result of non-compliance with the standard specification and grade.

**REMEDY:** If any of the brick manufactured by Glen-Gery do not comply with the provisions of this Limited Warranty, Glen-Gery will, at its sole cost and within a reasonable period of time from date of notification, replace defective brick by installing brick then available from its present production. Glen-Gery shall have the right, but not the obligation, to verify, by its own representative, the nature, extent, and cause of any alleged defect claimed under this Limited Warranty.

THE REMEDY PROVIDED HERE IN THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH HEREUNDER, AND IN NO EVENT SHALL GLEN-GERY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES WHICH MAY BE AVAILABLE TO THE OWNER SHALL BE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY OF THE EXPIRATION OF THE APPLICABLE STATUTES OF LIMITATION, WHICHEVER IS LESS. This Limited Warranty gives the Owner 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 and or consequential damages, so the above limitations or exclusions may not apply to the Owner.

**LIMITATIONS AND EXCLUSIONS:** The Limited Warranty does not apply to color change or failure, damage or deterioration to Glen-Gery brick resulting from:

- Failure or cracking of brick due to settling of the building or structure or subsidence of the ground;
- Use of improper mortar or mortar additives or failure of deterioration of mortar.
- Improper building practices or improper masonry practices resulting in structural defects;
- Non-compliance with applicable building codes;
- Improper workmanship or maintenance resulting in water penetration of the brickwork and subsequent failure thereof;
- Storm, flood, hurricane, earthquake, tornado, lightening, fire or other acts of God;
- War, vandalism, collision, civil unrest, or other accidental or intentions events;
- Pollution or acid rain.

**FILING A CLAIM:** To submit a claim under this Limited Warranty, you must notify Glen-Gery in writing. Address correspondence to Glen-Gery Corporation, Claims Department, 1166 Spring Street, Wyomissing, PA 19610, within sixty (60) days after the discovery of the alleged defect or failure. The written notice must include (a) copy of this Limited Warranty, (b) proof of purchase, such as a copy of the delivery ticket or invoice or other document identifying Glen-Gery Brick and the date of purchase, and (c) a detailed description of the alleged defect.