

WARRANTY FOR METROBRICK ARCHITECTURAL THIN BRICK

- 1) Ironrock Capital, Inc. (“Ironrock”), the manufacturer of METROBRICK® Architectural Thin Brick (the “Product”) warrants that the Product meets the testing standards and specifications set forth in its current product literature. In the event of a defect or failure to conform with this written warranty, Ironrock will remedy shipment shortages and replace defective Product F.O.B. plant if timely notice of defect is received by Ironrock before installation.
- 2) Ironrock’s limited warranty covers shipment shortages and Product which has non-latent or latent defects in material or workmanship due solely to improper manufacture and which fails to meet our testing standards and specifications set forth in its then-current Product literature. Non-latent defects are those which are capable of discovery by inspection prior to installation and include facial or structural defects, discrepancies in dimensional characteristics, and failure of the Product to meet testing standards in the Product literature. All claims under this warranty must be made prior to installation of the Product.
- 3) Customer acknowledges that installation methodology, structural design, environmental conditions, and failure to adhere to Ironrock’s established instructions may result in structural or aesthetic imperfections to which Ironrock’s warranty does not apply. Customer for itself, its related entities, its successors, and assigns agrees to defend, pay, indemnify and hold harmless Ironrock, its affiliates, successors, agents, employees, and assigns harmless from and against any and all claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expenses, including reasonable attorneys’ fees, in connection therewith or related thereto, that are asserted by any person(s) or entities for bodily injury, death, or property damages arising from Customer’s acquisition, use, installation, or resale of the Product, except to the extent said damages were caused by the gross negligence or willful misconduct of Ironrock or any of its affiliates, successors, agents, employees, and assigns. Customer waives, releases, and disclaims all warranty claims against Ironrock arising from the actions of Customer or any third party which may impact the Product in preparation for, during, or after installation of the Product.
- 4) IRONROCK IS NOT LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT OR OTHER DAMAGES WITH RESPECT TO DELAY, INCONVENIENCE, LOSS, OR DAMAGE TO PERSON OR PROPERTY, LOSS OF REVENUES OR PROFIT, OR COSTS OF REMOVAL, INSTALLATION, OR REINSTALLATION, TO THE FULLEST EXTENT PERMISSIBLE BY LAW. EXCEPT AS PROVIDED HEREIN, IRONROCK MAKES NO EXPRESS WARRANTIES. THIS WARRANTY IS EXCLUSIVE OF ALL OTHER WARRANTIES AND SHALL NOT BE EXTENDED, ALTERED, OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IRONROCK. IRONROCK DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

METROBRICK®
ARCHITECTURAL THIN BRICK

Ironrock Since 1866