

Xella AAC Texas, Inc.

Product Limited Warranty

1. The Warranty

Xella AAC Texas, Inc. ("XAT") warrants that, as of the date of shipment, its Autoclaved Aerated Concrete (AAC) Products and the materials used in their manufacture meet applicable industry specifications published by the American Society for Testing and Materials (ASTM), ASTM C 1386-98 for non-reinforced products and ASTM C 1452-00 for reinforced elements, and are free from manufacture defects.

This warranty does not cover defects or damage caused by items installed, constructed, hanged or attached to XAT products. Moreover, defects or damage caused by structural or design defects, abuse, vandalism, civil disobedience, acts of war, fire, lightning, floods, earthquakes, chemical fumes or foreign substances in the atmosphere such as: salt spray, animal waste and other known or unknown chemical or organic corrosives, are not covered.

2. This warranty is XAT's complete and exclusive warranty and is in lieu of all other warranties with respect to the products of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. XAT neither assumes nor authorizes anyone to assume for it any obligation or liability in connection with the products.
3. XAT's exclusive remedy for breach of this warranty is the delivery by XAT of additional quantities of the products in replacement of the products which, under normal use and service, prove to be defective within 10 (ten) years of shipment from XAT's warehouse, or at XAT's exclusive option, the reimbursement of the original purchase price for the damaged or defective products. In the case of product replacement, XAT shall pay for all freight, storage, packing, insurance, duties and all other costs associated with such replacement products.

4. The warranty is void if:

- a. The products are handled or installed other than in accordance with XAT's Technical Manual indications. In general, Autoclaved Aerated Concrete is susceptible to minor damage if mishandled. Should damage occur during handling or shipping of the AAC products, repair must be made using special repair mortars designed for AAC products and following XAT recommendations. If the damage is severe, XAT's Technical Department should be consulted as to the integrity of the element. Field cutting of the reinforced elements is not allowed unless approved by the project engineer and performed in accordance with Contec recommendations.
- b. The appropriate surface coatings are not properly applied and maintained on surfaces of the AAC products.
- c. The AAC products are subject to conditions which would normally be deleterious to conventional concrete products (e.g. acidic environments)

5. XAT shall not be liable to you or any other person for any costs, losses or damages of any type, including, but not limited to, incidental, special or consequential damages, loss of profits or other commercial loss, arising out of or in connection with the sale, delivery, use, loss of use, nonperformance or replacement of the products. In no event will XAT be liable for defects or damage resulting from abuse, neglect or accident, nor for the cost of installation, removal or re-installation of XAT products.

NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU

For Further information please contact Xella AAC Texas, Inc.