

CASTinTACT® | warranty

Masons Supply Company warrants to the original purchaser for 5 years after the date of purchase that the CASTinTACT® panels purchased shall be free from defects in material and workmanship and shall not split or crack under normal use and conditions. Masons Supply Co.'s warranty does not cover defects, changes in color, or damages arising from: (a) failure of substrate; (b) improper or poor installation; (c) improper maintenance or neglect; (d) abnormal use or any condition resulting from other than ordinary wear and usage; (e) damage from use under vehicle, equipment, or other heavy loads; and (f) natural disaster.

Masons Supply Co. reserves the right to determine cause of any problem by acceptable test methods. In the event of any breach of warranty, Masons Supply Co. shall at its option repair or replace (but not install) the defective CASTinTACT® panels. The original purchaser must submit a written notice of warranty claim to Masons Supply Co. no later than 90 days after original purchaser has reason to know that the CASTinTACT® panels have failed to comply with warranty.

Written Notice of such warranty claim shall be sent to:

Masons Supply Company

P.O. Box 42367

Portland, OR 97242

Masons Supply Co. shall have 30 days after receipt of such notice to inspect the CASTinTACT® panels prior to any alterations, change, or repair by owner.

For more information and details on CASTinTACT®, please visit <http://www.castintact.com/>.

MASONS SUPPLY COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MASONS SUPPLY COMPANY SHALL NOT BE LIABLE FOR BREACH OF WARRANTY, IN TORT, FOR NEGLIGENCE, OR UNDER ANY OTHER THEORY OF RECOVERY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SHALL NOT BE LIABLE IN ANY CIRCUMSTANCE FOR SPECIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES OR LOST PROFITS OF ANY KIND. ARBITRATION: ANY AND ALL CLAIMS ARISING UNDER THIS WARRANTY OR OTHERWISE OUT OF THE PURCHASE OR USE OF THE CASTINTACT® PANELS SHALL BE SUBJECT TO MANDATORY, BINDING ARBITRATION UNDER THE AUTHORITY OF THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES BEFORE A PANEL OF THREE ARBITORS. THE LOCATION OF SUCH ARBITRATION SHALL BE PORTLAND, OR. THE SUBSTANTIVE LAWS OF THE STATE OF OREGON SHALL GOVERN IN ANY SUCH ARBITRATION.