

BellaStone Products Limited 50 year Residential Warranty

Statement of Warranty

BellaStone products are warranted against manufacturing defects for a period of 50 years from the date of purchase providing that the product is used on structures that conform to local building codes and is installed in accordance with the written installation instructions. This warranty coverage is limited to the original purchaser for residential use, and is not transferable.

All warranties are subject to the exclusions, limitations and restrictions set forth below.

Exclusions from Warranty Coverage

This warranty does not provide protection against, and Exterior Portfolio by Crane will have no liability under this warranty for, and no implied warranty shall be deemed to cover, any failure, defect or damage caused by events beyond normal exposure conditions, including but not limited to: (1) improper installation and/or failure to abide by Exterior Portfolio by Crane's installation guidelines; (2) use beyond normal use, or in an application not recommended by Exterior Portfolio by Crane guidelines and local building codes; (3) use of accessories which do not properly receive and/or secure cladding or columns; (4) defects in, failure of or damage to the wall or material on which the products were installed caused by movement, distortion, cracking or settling of the wall or material or the foundation of the building; (5) misuse, abuse, neglect or improper transportation, handling or storage (including negligence in or failure to provide, reasonable and necessary maintenance to prevent accumulations of surface dirt or stains); (6) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental conditions (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, chemicals, paint, etc.); (7) variations or changes in color of the product, including but not limited to variations caused by the natural aggregate materials; (8) hail; or (9) normal weathering due to exposure to sunlight, weather and atmosphere which can cause colored surfaces to, among other things, accumulate dirt, stains, and fade. Also, warranty coverage shall terminate and is not available for used BellaStone products purchased at auction, from a salvage yard, or from an insurance company that obtained the products as a result of an insurance claim.

Claims and Warranty Procedure

The consumer purchaser must promptly notify Exterior Portfolio by Crane in writing of any suspected manufacturing defects found during the term. Notification must be sent to the following address:

Exterior Portfolio by Crane
1441 Universal Road
Columbus, Ohio 43207
Attn: Warranty Department

Purchaser must include in this notification a completed claim form and any additional information or documents as outlined in the claim form. Warranty claim forms can be obtained from www.exteriorportfolio.com or by contacting the warranty department at 1-800-366-8472. The manufacturer will then investigate the alleged defect and determine the validity of the claim. If Exterior Portfolio by Crane determines that the Purchaser's claim is valid, Exterior Portfolio by Crane will, at its option, either replace the defective products or refund the portion of the purchase price paid by the Purchaser for such defective products (not including the cost of its initial installation). This warranty shall not cover, and Exterior Portfolio by Crane shall not be responsible for, costs and expenses incurred with respect to the removal of the defective products or the installation of replacement materials, including but not limited to, labor and freight. The foregoing remedies are the **SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.**

Exterior Portfolio by Crane reserves the right to direct and or pay an independent company, dealer, contractor, installer, or distributor to perform any remedy under this warranty on the manufacturer's behalf.

Limitations

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL OR WRITTEN. THE LIABILITIES OF EXTERIOR PORTFOLIO BY CRANE ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL EXTERIOR PORTFOLIO BY CRANE BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THESE LIMITATIONS ARE SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. IN NO EVENT SHALL ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTEND BEYOND THE TERMS AND DURATION OF THE EXPRESS WARRANTY SET FORTH HEREIN. THE LIABILITY OF EXTERIOR PORTFOLIO BY CRANE WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some States do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you. 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. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

Miscellaneous

This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. This warranty may not be altered or amended except in a written instrument signed by Exterior Portfolio by Crane and Purchaser. No agent, employee or any other party is authorized to make any warranty in addition to that made in this agreement and Exterior Portfolio by Crane shall not be bound by any such statements other than those contained in this warranty.

This warranty is effective for consumer purchases made on or after January 1, 2009.

This warranty shall only be applicable and enforceable in the United States of America and Canada.

Copyright © 2008 Exterior Portfolio by Crane