WARRANTY: HARDSCAPE PRODUCTS

(Stepping Stones, Pathway Stones, Tree Rounds, Sand Dollars, Sea Shells)

1 Year Limited Warranty

F&M Surfaces, Inc., (Hereinafter FMS) the producer of Eben Stone Hardscape Products, warrants to the original purchaser that for 1 year following the date of sale, Eben Stone Hardscape Products will not flake, delaminate, peel, or crack excessively, as a result of manufacturing defects, subject to the following terms and conditions.

1. **Remedies.** FMS, at its sole discretion, will either:
    a. Pay the reasonable replacement cost for the defectively manufactured products.
    b. Pay the reasonable cost to repair the defectively manufactured products to an acceptable condition.
    c. Provide replacements for the defectively manufactured products. The replacement products may not match the original defective products exactly in style and/or color.
    d. Refund the original purchase price.
2. **Intended Use & Exclusions.** Products must be used as decorative garden stones or stepping stones in residential applications where foot traffic is light. The warranty does not apply to products that are used for heavy and repeated foot traffic or for any other application. The warranty does not apply if ice melt products, acids, harsh cleaners, pressure washers, or other destructive cleaning methods have been used on the products.
3. **Proof of Purchase.** Proof of purchase must be presented by the original purchaser in order to verify the warranty date, styles and colors of products, and purchase prices.
4. **Scope of Coverage.** This limited warranty only applies to Eben Stone Hardscape Products that have been manufactured by FMS. It does not apply to any products used to complement Eben Stone Hardscape Products or in conjunction with Eben Stone Hardscape Products. It applies only to the specific Eben Stone Hardscape Products which have a discernible manufacturing defect. It does not apply to damage or defects caused in whole or in part by acts of God, vandalism, or willful abuse or neglect.

5. **Additional Costs.** FMS is not obligated to provide reimbursement for any additional costs associated with the replacement of defective products, such as labor and shipping/handling costs. The remedies contained herein are the sole and exclusive remedies for any defective Eben Stone Hardscape Products.
6. **Weathering & Discoloration.** Exposure to sunlight and normal weather may result in fading of the surface colors of Eben Stone Hardscape Products. Some fading over time is expected for any manufactured concrete product that is exposed to sunlight on a regular basis. Weathering and site conditions can cause oxidation and discoloration in manufactured concrete products. As mineral content in the concrete products oxidizes, mineral patches, dark spots, and rust spots may appear. Algae and other organic growths may form on concrete products as a result of the local environmental conditions and moisture levels. Trees and other vegetation that are adjacent to concrete products may create droppings that can discolor them. This limited warranty does not apply to products that exhibit one or more of these conditions, unless they also exhibit flaking, delamination, peeling, or excessive cracking.
7. **Exclusive Warranty.** This warranty is exclusive, is the only warranty made by FMS for Eben Stone Hardscape Products, and is in lieu of all other warranties or remedies of any nature whatsoever to the original or subsequent purchasers or users under any theory of liability, whether in contract, tort, statutory law, or otherwise. **All other warranties and remedies, including the implied warranties of merchantability and fitness for a particular purpose, whether oral, written, express, or implied, are hereby disclaimed by FMS and are waived by the purchaser.** This warranty is not transferable and is only valid for the original purchaser.
8. **Limitation of Liability.** FMS shall have no further obligation or liability of any kind, other than as stated in this document, and the buyer understands and agrees that the purchase price for the defective Eben Stone Hardscape Products is the maximum liability of FMS. FMS is not obligated to provide compensation of any kind equaling a greater amount than the original purchase price for the defective Eben Stone Hardscape Products. FMS is not obligated to provide any compensation for labor costs to repair or replace defective products.
9. **Governing Law.** This warranty shall be interpreted under the laws of the Commonwealth of Pennsylvania.

This warranty is effective for all sales on or after March 1, 2018, and it supersedes all previously published versions of this warranty. It shall remain effective until FMS publishes a subsequent superseding version, at which time it shall have no further effect.