

CLAY MINE ADOBE, INC.

3 Year Limited Materials Warranty - Clay Plaster

Clay Mine Adobe, Inc. hereafter referred to as Clay Mine Adobe, warrants that Clay Plaster, when applied in accordance with its written specifications and application instructions, will not delaminate and will be fade resistant for a period of 3 years from the date of application. Clay Mine Adobe does not warrant or guarantee its use except as set forth herein. Any deviation from the written specifications and instructions in the application or use of clay plaster may cause unexpected results. As with all stucco and stucco-like materials, some cracking may occur. Clay Mine Adobe does not warrant or guarantee against cracking.

This warranty does not cover failures or defects, which are due to defective component materials not produced or sold by Clay Mine Adobe. This warranty does not cover failures or defects resulting from improper installation or workmanship, improper storage, abuse, vandalism, damage from accidental causes or negligence by any person, thermal movement, structural movement, structural failure, acts of God, engineering or design deficiencies, or defective or insufficient caulking.

The sole responsibility and liability of Clay Mine Adobe under this warranty shall be to replace the Clay Plaster described herein shown to be defective during the warranty period. This warranty is for material only; the contractor warrants his workmanship separately.

The remedies provided in this warranty shall be exclusive and no person is authorized to make any other warranty, express or implied, on behalf of Clay Mine Adobe. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CLAY MINE ADOBE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE, INSTALLATION, PERFORMANCE OR FAILURE OF THE PRODUCT.

Clay Mine Adobe shall not have any obligations under this warranty unless the owner notifies Clay Mine Adobe, Inc. in writing within thirty (30) days of notice of the alleged defect.