

## LIMITED WARRANTY

Archatrak Inc. warrants that  $\frac{3}{4}$ " structural single slab porcelain pavers sold by Archatrak under brand names including 'Kronos' and others are manufactured in accordance with ISO 13006 and will meet or exceed the performance specifications outlined in these standards.

If it is established that any paver has a manufacturing defect resulting from it not being manufactured in accordance with the said standards, Archatrak will replace the defective paver(s) free of charge with paver(s) of compatible color and shade as determined by Archatrak.

Archatrak shall not be responsible for labor charges incurred for installing replacement pavers and such charges are excluded from this warranty. Archatrak will also not be responsible if any paver is installed with a visible manufacturing defect.

Claims concerning shade, appearance, caliber, finish or any obvious defects in the paver must be communicated before the paver is installed.

Archatrak does not warrant that its  $\frac{3}{4}$ " thick structural pavers will not scratch, chip, crack or show signs of wear. Because specific installation details, structural design and environmental conditions are beyond the control of Archatrak, no responsibility can be accepted due to:

- Abnormal stress imposed on the pavers within ordinary use or in situations that do not comply with commonly accepted use of the pavers.
- Installation of the pavers in locations or for purposes that are deemed to be unsuitable by Archatrak.
- Defacing caused by foreign objects or materials.
- Mechanical or manual abrasion and abusive alteration.
- Damages resulting from improper installation or workmanship not in accordance with Archatrak's instructions or standard industry practice.
- Improper care and maintenance of the pavers after installation.

This warranty is a limited warranty and shall constitute the full extent of Archatrak's liability on its warranty. This warranty is in place of all other warranties, expressed or implied, including the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

To make claim under this warranty, Archatrak must receive notification of the claim as soon as reasonably possible.

You must notify Archatrak in writing by sending a description of the claimed defect together with proof of purchase to the following address:

Archatrak Inc.,  
1288 N 14th Ave., NM Unit 105  
Bozeman MT 59715.

UNDER NO CIRCUMSTANCES WILL ARCHATRAK BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, 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 THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. ARCHATRAK'S LIABILITY 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 the exclusion or limitation of incidental or consequential damages, or do not allow limitations on how long an implied warranty lasts, 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.

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