

# Warranty Information for Concrete Hardscape Products

County Materials works continuously to provide value to our customers and enhance our manufacturing capabilities, all while surpassing our high standards of excellence. We manufacture our hardscape products to meet the industry's standards. That is why we back our hardscape products with an exclusive limited Warranty.

## **PAVER Warranty**

LIMITED WARRANTY AND REMEDY-EXCLUSIVE LIMITED WARRANTY. Seller warrants that Products sold under this Agreement meet solely the description and specifications for the same set forth in the Order, if any, and conform subject to reasonable variance in accordance with normal industry practice, with the applicable ASTM Standard/ Specifications. FOR RESIDENTIAL BUYERS, COUNTY MATERIALS WARRANTIES ITS CONCRETE PAVERS THAT THE PRODUCTS MEET THE DESCRIPTION SET FORTH IN THE AGREEMENT FOR THE PERIOD OF BUYER'S HOME OWNERSHIP. FOR COMMERCIAL PROJECTS, COUNTY MATERIALS WARRANTIES ITS CONCRETE PAVERS MEET THE DESCRIPTION SET FORTH IN THE AGREEMENT FOR 5 YEARS AFTER SUBSTANTIAL COMPLETION OF THE PROJECT. This warranty is not assignable or transferable. This limited warranty applies only if the products are installed as directed by the Concrete Masonry and Hardscapes Association (CHMA) https://www.masonryandhardscapes.org and County Materials' applicable installation guidelines. Improper storage, abrasion, overloading, or misuse, such as delamination, splitting, chipping, or staining, voids this limited warranty. The original proof of purchase is necessary. Color matching cannot be guaranteed. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARANTIES OR CONTRACTUAL AGREEMENTS, whether express or implied by law, including the Uniform Commercial Code as enacted in the State of Wisconsin or elsewhere, or otherwise, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. Buyer makes no representations or warranties regarding or relating to Buyer's or third parties' selection of this Product, or any storage, handling, maintenance, and/or application/installation of the Product.

### **PRODUCTS Warranty - Terms and Conditions**

LIMITED WARRANTY AND REMEDY-EXCLUSIVE LIMITED WARRANTY. Seller warrants that Products sold under this Agreement meet solely the description and specifications for the same set forth in the Order, if any, and conform, or exceed, subject to reasonable variance in accordance with normal industry practice, with the applicable ASTM Standard/ Specifications for a period of thirty (30) days from delivery thereof. Acceptance by Buyer of the Products shall constitute confirmation that the Products meet the description set forth in this Agreement. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARANTIES OR CONTRACTUAL AGREEMENTS, whether express or implied by law, including the Uniform Commercial Code as enacted in the State of Wisconsin or elsewhere, or otherwise, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. Buyer makes no representations or warranties regarding or relating to Buyer's or third parties' selection of this Product, or any storage, handling, maintenance, and/or application/installation of the Product.

LIMITED WARRANTY AND REMEDY- BUYER'S EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTY SET FORTH ABOVE OR OTHERWISE. Buyer's exclusive remedy shall be to require Seller, at Seller's option, to refund the Purchase Price for the Products sold hereunder or to repair or replace any nonconforming Products. Costs of return or redelivery of defective Products, labor, removal and reinstallation charges are not included in the remedy and shall be borne by Buyer. NO OTHER REMEDY for breach of this warranty, express or implied including claims for any breach of the implied warranty of fitness for a particular purpose or the implied warranty of merchantability SHALL BE AVAILABLE TO BUYER. ANY CLAIM FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES for lost profits, income, interest, lost sales, injury to property, attorney fees, consultant's fees or any other incidental or consequential loss IS THEREFORE BARRED PURSUANT TO THE TERMS OF THIS EXCLUSIVE REMEDY; the above limitations do not include damages related to personal injury. Seller will not be liable for defects in this Product caused by improper installation, application, modification or alteration of this Product.

LIMITATION OF LIABILITY. SELLER'S LIABILITY ON ANY CLAIM for loss or damage arising out of the supplying of any Products to Buyer, or their sale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, SHALL NOT EXCEED THE PRICE OF THE PRODUCTS ACTUALLY RECEIVED BY BUYER from Seller with regard to which such claim for loss or damage is made. IN NO EVENT SHALL SELLER BE LIABLE, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, LIQUIDATED OR PENAL DAMAGES including, but not limited to, loss of profits or revenue, loss of use of the Products or any associated Product, cost of capital, cost of substitute Products, facilities, services, downtime costs, or claims of customers of the Buyer for such damages; the above limitations do not include damages related to personal injury.

#### TECHNICAL DATA

# Pavers, Slabs, Segmented Retaining Walls (SRWS) and Free-Standing Retaining Walls (FSWs)

#### **COLOR SELECTION**

Colors shown may vary from actual hues and should only be used as a guide. Refer to actual Product samples for final color selection. Because concrete products are manufactured with high quality, naturally mined aggregates and materials, variations in color or shading should be expected in Products that are manufactured at different times and in units having different shapes. This color or shading variation is acceptable in the industry. County Materials Corporation recommends immediately verifying the Product and color upon receipt, and prior to opening pallets. For any discrepancies, contact your local County Materials Corporation representative before installation. Use of Product constitutes acceptance.

#### PROPER COLOR DISTRUBTION AND INSTALLATION

Color of concrete products may vary significantly between production lots. Install concrete units from several pallets to ensure distribution of color. The contractor must install concrete units in accordance with the masonry industry's best practices, according to Concrete Masonry and Hardscapes Association (CHMA) standard specifications, and the manufacturer's instructions. County Materials Corporation is not liable or responsible for loss or damage resulting from improper storage, handling, maintenance, or installation. Follow all applicable warnings, advisories, and instructions.

#### **EFFLORESCENCE**

Efflorescence is a naturally occurring process in all concrete products which may appear in the form of a white powdery film on the unit's surface. Efflorescence may be more perceivable in darker colors. It does not, in any way, compromise the functionality or the structural integrity of the Product or your installation. Although efflorescence cannot be prevented, it will wash off over time or it can be cleaned with an industry cleaner. County Materials Corporation accepts no responsibility or liability for the occurrence of efflorescence.

#### JOINT MATERIAL

There are many different jointing materials specific to application requirements and desired results. Options range from natural sand as specified in ASTM C144 to polymeric sand options. If a polymeric sand is selected, County Materials Corporation recommends choosing a product which is void of Portland, Fly Ash and Crushed Limestone (which are ingredients that cause hazing). Joint material should be completely removed from the surface of the pavers.

Use of joint material must comply with all instructions provided by the joint material manufacturer, and the joint material method must be performed on a separate mock-up sample not less than 7 feet by 7 feet prior to Buyer approval of the use of the joint materials selected with the concrete product selected. County Materials Corporation accepts no responsibility or liability for Buyer's use of joint material with our concrete pavers and slabs.

#### **CLEANING AGENTS**

Always keep units clean during construction. Harsh cleaning methods after units have been installed might mar the surface of units. Concrete cleaning agents are not required but are an option for all County Materials Corporation segmental retaining wall units and concrete landscape products. There are many different cleaning agents specific to application requirements and desired results. Cleaning agent manufacturers recommended are PROSOCO, and EaCo Chem Inc. Use of the cleaning agent must comply with all instructions provided by the cleaning agent manufacturer, and the cleaning agent method must be performed on a separate mock-up sample wall panel not less than 4 feet by 4 feet prior to Buyer approval. County Materials Corporation accepts no responsibility or liability for the use of cleaning agents on our segmental retaining wall units and concrete landscape products.

#### **WASHING GUIDELINES**

Seasonal maintenance is recommended for all County Materials Corporation pavers and slabs. General washing guidelines are provided for the following: organic stains, including fruit, soil and leaf residue, algae and moss stains, and efflorescence. Wash with a hose and stiff broom. Water pressure should be comparable to the average pressure from a home watering hose.

#### **CONSTRUCTION RESIDUE**

A possible by-product of cutting concrete units during installation with a saw is residue-filled water or concrete dust. Residue-filled water or re-hydrated dust can cling to the surface of units and leave a concrete stain. It is recommended to wash and remove the water or concrete dust from the surface of concrete masonry units before it dries. Construction residue can also happen through soil disturbance or environmental elements. These contaminants should be removed immediately; they do not compromise the functionality or the structural integrity of the Product or your installation. County Materials Corporation accepts no responsibility or liability for the occurrence of construction residue or concrete stains.

#### SLIP RESISTANCE AND ICE REMOVAL

Sand is the only material recommended to improve slip resistance on concrete product surfaces. Avoid the use of deicers and fertilizers which contain the following chemicals or compounds: Sodium chloride (NaCl "Rock Salt"), Calcium chloride (CaCl2), Magnesium chloride (MgCl2), Ammonium nitrate (NH4NO3), Ammonium sulfate (NH4SO4) or Urea. Use of these chemicals may be harmful to concrete products, especially when used in excess. County Materials Corporation accepts no responsibility or liability for the use of deicers on our pavers and slabs.

#### COMPACTOR AND SNOW REMOVAL EQUIPMENT

Textured paver and patio stone surfaces require a buffer between the plate compactor and the paver surface to prevent scuffing. Refer to County Materials Corporation's Interlocking Concrete Paver or Slab Installation Guidelines. Also, snow removal equipment should have the proper spacing, bumper, and rubber blade guards to protect the surface of the pavers. County Materials Corporation accepts no responsibility or liability for damage caused by the use of compaction or snow removal equipment that may leave scuffs, burns or other markings on pavers and slabs.

#### REFERENCE ONLY – LANDSCAPE PRODUCTS SPECIFICATION GUIDE

This Guide, provided at no cost by County Materials Corporation, is intended to serve only as an informational resource for buyer(s) of Interlocking Concrete Pavers & Slabs manufactured by County Materials Corporation. Every effort has been made to ensure the accuracy of the information presented in this Installation Guide. However, this Guide is provided for reference only and is not a substitute for and does not replace the need for registered professional engineering design and experienced contractor installation. Actual site conditions may vary significantly from those presented in the estimating tablés herein. County Materials Corporation strongly urges buyer(s) to exercise diligence and care in the selection, design, installation and use of any construction materials. Review Tech Data Sheets, Care and Maintenance, CMHA industry association best practice instructions before starting and/or Buyer approval of Landscape projects. The final determination of the suitability of any information contained in this Installation Guide is the sole responsibility of material buyer(s). County Materials Corporation is not liable or responsible for loss or damage resulting from improper storage, handling, maintenance, or installation. Follow all applicable warnings, advisories, and instructions.

\*\*Aspect Ratio Disclaimer\*\*: County Materials Corporation unit "slab(s)" do not meet aspect ratio for vehicular application, as defined by CMHA standards. It is the responsibility and discretion of Buyer, Owner, Contractor, Architect, or Engineer to determine whether these unit "slab(s)" are suitable for the specific project. County Materials Corporation recommends consulting with a qualified professional to assess suitability for the project. County Materials Corporation accepts no responsibility or liability for the use of unit "slab(s)" in a vehicular application

#### **DISCLAIMER OF LIABILITY**

COUNTY MATERIALS CORPORATION DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES OR LOSSES OF ANY KIND OR NATURE TO PERSON(S) OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ATTORNEYS' FEES OR COSTS, ARISING OUT OF OR RELATED TO THE USE OF THIS INSTALLATION GUIDE, INCLUDING, BUT NOT LIMITED TO ANY WORK THAT MAY BE PERFORMED BY ANY CONTRACTORS OR INSTALLERS.

#### WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS

BY USING THIS INSTALLATION GUIDE, YOU AGREE TO WAIVE ANY AND ALL CLAIMS AGAINST COUNTY MATERIALS CORPORATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, AND AFFILIATES, AND HOLD THEM HARMLESS FOR ANY DAMAGES OR LOSSES OF ANY KIND TO PERSON(S) OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE USE OF THIS INSTALLATION GUIDE, INCLUDING BUT NOT LIMITED TO THE SELECTION, DESIGN, INSTALLATION OR USE OF ANY MATERIALS, PRODUCTS, STRUCTURES, COMPONENTS OR ASSEMBLIES.

Buyer is responsible for proper use, handling, maintenance and installation of product as determined by the manufacturer and industry standards. Product has a fitness for a particular purpose. Use and/or application of product not intended by the manufacturer and not in compliance with industry standards is not recommended. Use and/or installation and application are the sole responsibility of the buyer.