

Masonry Product Technical Data and Warranty Information

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 masonry units (CMUs) 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.

MOCK-UP WALL SAMPLE PANEL

Before project installation begins, construct a separate (not part of the actual building) mock-up sample wall panel of not less than 4 feet by 4 feet concrete masonry units (CMUs) in the pattern, type, color, finish and shape specified. This sample wall panel must be completed for evaluation of surface preparation techniques, application workmanship, as well as the application methods for any water repellents in mortar, and cleaning and sealing agents.

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 CMHA (Concrete Masonry & Hardscapes Association) 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.

WATER REPELLENTS

Integral water repellents can be added to most CMUs for improved performance both in the Product and building structure. Water repellents are one part of a wall system; however, proper design and installation are crucial to ensuring adequate wall system performance. Water repellent options are also available for mortar and are specific to application requirements and desired results. County Materials Corporation recommends asking a County Materials Corporation representative regarding the use of integral water repellent in CMUs and the complimentary use of integral water repellent in mortar, although the decision to use, or not to use, an integral water repellant in the mortar is solely left to the Buyer, with County Materials Corporation accepting no responsibility or liability for that decision. Use of the water repellent in mortar must comply with all instructions provided by the water repellent manufacturer, and the water repellent method in mortar must be performed on a separate mock-up sample wall panel not less than 4 feet by 4 feet prior to Buyer approval of the use of the integral water repellant in the joint materials selected with the concrete product selected. County Materials Corporation accepts no responsibility or liability for the use of water repellents in mortar used with our concrete masonry products.

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 concrete masonry units. There are many different cleaning agents specific to application frequirements and desired results. Cleaning agent manufacturers recommended are

(continued on next page)

(continued from previous page)

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 concrete masonry products.

SEALERS

A concrete sealer application may not be required on County Materials Corporation concrete masonry products but is an option. There are many different sealing agents specific to application requirements and desired results. Use of the sealing agent must comply with all instructions provided by the sealing agent manufacturer, and the sealing 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. Sealing agent manufacturers recommended are TK Products Construction Coatings, and PROSOCO. County Materials Corporation accepts no responsibility or liability for the use of sealers on our concrete masonry products.

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.

WARRANTY FOR CONCRETE MASONRY

County Materials Corporation works continuously to provide value to our customers and enhance our manufacturing capabilities, all while surpassing our high standards of excellence. We manufacture our concrete masonry products to meet the industry's strictest requirements.

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.