



## EVOLVE STONE, INC. – 50 YEAR LIMITED WARRANTY

This Limited Warranty is issued by Evolve Stone, Inc., d/b/a Evolve Stone, a Delaware Corporation (“Evolve Stone” or “we,” “us,” or “our”) to “You” the owner of the structure on or in which an Evolve Stone artificial-stone product, made of a specialty composite materials in various sizes, shapes, and colors (the “Product” or “Products”) are: (1) purchased on or after the Effective Date from an authorized Evolve Stone dealer or retailer, and (2) installed in the United States or Canada. This Limited Warranty gives you specific legal rights and you may have additional legal rights, which vary from state to state.

### 1.0 READ THE INSTALLATION INSTRUCTIONS AND WARRANTY

Please read this Limited Warranty and the installation instructions accompanying the purchased Product, or published on Evolve Stone’s website at [www.evolvestone.com](http://www.evolvestone.com) before installing the Products.

### 2.0 DECORATIVE PURPOSES ONLY

Our Products are for decorative-cladding purposes only. **YOU SHOULD NEVER USE A PRODUCT STRUCTURALLY, NEAR OR FOR FIRE ATTENUATION.** It is your responsibility to follow all local, state, and federal codes. Also please read our “Safety and Suitability” section below.

### 3.0 LIMITED PRODUCT WARRANTY

If installed according to Evolve Stone’s published installation instructions, Evolve Stone warrants to You that the Product will be free from manufacturing defects resulting in abnormal (i.e., beyond industry norms): (i) cracking, (ii) chipping, (iii) peeling, (iv) crumbling, (v) discoloration, or (vi) delamination. It is not abnormal for our Products to have imperfections that mimic naturally occurring rocks or stones, which have irregular surfaces, dents, crevices, etc. These normal imperfections make our Products look realistic and are not considered manufacturing defects or abnormal.

### 4.0 DURATION OF WARRANTY COVERAGE?

This Limited Warranty will become effective, upon registration, as set forth below, and will remain in effect for 50 years from the date You registered for Warranty Coverage (see Mandatory Registration below). Replacements or repairs made to the Product in accordance with this Limited Warranty will not extend the period of warranty coverage. Failure to install our Product in accordance with Evolve Stone’s published installation instructions, will reduce this Limited Warranty from 50 years to five (5) years, or may void this Limited Warranty entirely if the derivation is appurtenant to an exclusion listed in Section 5.0 below.

### 5.0 EXCLUSIONS

This Limited Warranty does not cover damage to any Product caused by:

- a) improper transportation of the Product;
- b) improper storage of the Product;
- c) improper use of the Product;

- d) any improper installation of the Product relating to any express exclusion listed in this Section 5.0;
- e) unauthorized repair;
- f) normal wear and tear including whitening from efflorescence-like phenomenon in which a visible white coating comes to the surface of the Product [the white coating can be wiped off of the Product revealing the original surface using a mild detergent and soft bristled brush – See Evolve Stone’s instructions];
- g) external causes such as accidents, abuse, or actions or events beyond Evolve Stone’s reasonable control, including but not limited to vandalism, remodeling or renovation or any other negligent or improper action or inaction caused by any person other than Evolve Stone;
- h) failure to strictly follow Evolve Stone Product instructions, specifications and procedures;
- i) improper installation of the Product or damage caused, in whole or in part, by installers of Evolve Products or other products in combination with Evolve Products;
- j) failure of a non-Evolve product used in combination with an Evolve Product;
- k) any damage or injury whatsoever caused in whole or in part by Acts of God including but not limited to fire, flooding, high winds, lightning, etc.;
- l) structural settlement or other movement of the building on which Product is installed;
- m) transfer of the Product from the original property of installation or removal and reinstallation of the Product;
- n) installation of Products in or on a building or other structure that does not comply with applicable building codes;
- o) installation of Products in an area where they will come in direct and continuous contact with harsh chemicals;
- p) installation of a Product as a structural element beyond decorative or aesthetic purposes;
- q) installation or use of a Product for fire attenuation;
- r) installation or use of Product with direct contact to ocean water;
- s) excessive dirt/pollution exposure and normal wear and tear caused by weather exposure;
- t) war, insurrection, civil unrest, or terrorism; and
- u) use of the Product as a driveway, walkway, flooring, groundcover, or any other type of pavement, which will void this warranty.

## **6.0 NON-EVOLVE STONE PRODUCTS**

This warranty only applies to Evolve Stone’s Products and does not apply to other items or building materials that are not made by Evolve Stone including but not limited to sealants, mortar, adhesives, hardware and fasteners, tools and equipment, windows, doors or exterior walls or other structures to which the Products are secured. Evolve makes no guarantees or warranty about the safety, design, engineering, or aesthetics of any structure made using the Products.

## **7.0 SAFETY AND SUITABILITY**

Where Products are installed on an existing building or other manmade structure, this warranty only applies if the existing structure complies with applicable local building codes. Determining the suitability and compliance with local or other applicable building codes or standards, of all building components, including the use of any Evolve Stone Product, and the design and installation of any flashing, sealing, drainage, or water management system, is the sole and exclusive responsibility of the buyer, user, architect, contractor, installer, or other construction professional. Evolve Stone

will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. Evolve Stone Products are decorative, and only one element of a structure. Evolve Stone does not warrant that third-party certification of a building or project to any specific standard will be achieved through the use of any Evolve Stone Product. **The Products should not be used as a driveway, walkway, flooring, groundcover, or any other type of pavement, and will void this Limited Warranty.**

## **8.0 HOW DO YOU MAKE A WARRANTY CLAIM?**

If You discover a manufacturing defect You must notify us by email or certified mail at one of Evolve Stone's Contact Points detailed below. All warranty claims must be made within sixty (60) days of the appearance of the defect and within the applicable warranty notice period. After we receive Your notification of a warranty claim at one of our Warranty Contact Points below, we will respond to your claim promptly. All warranty claims must include:

- a) your name,
- b) Physical address and email address,
- c) telephone number,
- d) the date You purchased,
- e) your certificate number associated with Your Limited Warranty,
- f) the name of the retailer, dealer or distributor from whom You purchased your Product,
- g) a description of the Product,
- h) details of the defect;
- i) how You experienced or discovered the defect,
- j) actions you have taken,
- k) photographs of the defect,
- l) order number or purchase receipts,
- m) actions you have taken, and contacts you have made with your local dealer, retailer, or distributor.

### **Warranty Contact Points:**

Email:       warranty@evolvestone.com  
Address:     Evolve Stone Inc. Attn: Warranty Service  
              200 Lenoir Drive, STE B  
              Winchester, VA 22603  
              (via certified mail only)

## **9.0 COOPERATE AND REMEDIATE**

After we received your warranty claim, Evolve Stone or its representatives reserve the right to inspect and perform tests on the allegedly defective Product in order to determine the cause of the defect. This includes the right to take samples and/or photographs of the Product and/or of the premises on which the Product is installed. You are responsible for granting Evolve Stone or its representatives access to your property for purposes of this inspection. If you discover a defect in your Evolve Product, you must make timely temporary repairs to prevent the discovered damage from worsening until your

Product can be permanently repaired or replaced in accordance with the terms of this warranty.

## **10.0 EXCLUSIVE REMEDY**

Evolve Stone will, at its option, repair or replace the Product, or refund the price paid for the defective Product. Removal, installation, finishing, refinishing, labor costs, and disposal costs and services are not included. Evolve Stone will endeavor to supply original replacement Products; however, replacement Products may differ from the original Products in appearance. Replacement Products, including upgrades, are warranted for the remainder of the original product warranty. Evolve Stone has no further obligations of any kind with respect to the Product other than those described in this warranty.

## **11.0 LIMITATION OF LIABILITY**

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND EXPRESSES THE SOLE AND EXCLUSIVE LIABILITY OF EVOLVE STONE. EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES OR GUARANTEES ORAL OR WRITTEN EXPRESS OR IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE AND ALL SUCH IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE ARE EXPRESSLY DISCLAIMED. **IN NO EVENT WILL EVOLVE STONE'S LIABILITY EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT.** The limitations of warranty and liability set forth herein will survive and apply, even if the exclusive remedy set forth in this Limited Warranty is found to have failed its essential purpose. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. EVOLVE STONE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS THAT EXTENDS BEYOND THE STATED WARRANTY PERIOD ABOVE. ANY IMPLIED WARRANTY SHALL BE LIMITED TO THE DURATION OF THE LIMITED WARRANTY. Some states do not allow limitations on the duration of implied warranties, so the limitation in the preceding sentence may not apply to you. No person or entity is authorized to give any other warranty or to assume any other obligation on behalf of Evolve Stone. Any provision of this Limited Warranty prohibited or unenforceable in any jurisdiction shall be ineffective only to the extent of such prohibition and shall not invalidate any of the remaining provisions of this Limited Warranty.

## **12.0 GOVERNING LAW, VENUE, CONSENT TO JURISDICTION**

This Limited Warranty will be governed and construed in accordance with the laws of the Commonwealth of Virginia, without regard to Virginia's conflict of law rules. Any litigation between Evolve Stone and YOU or YOUR heirs, representatives or assigns must be filed before a court of competent jurisdiction and venue in Winchester, Virginia. YOU HEREBY CONSENT TO THE IN PERSONAM JURISDICTION AND VENUE OF THE VIRGINIA COURTS, AND THAT SERVICE OF THE PROCESS MAY BE MADE UPON YOU AS PROVIDED BY VIRGINIA LAW.

## **13.0 MANDATORY REGISTRATION**

The obligations of Evolve Stone under this Limited Warranty will become effective only if the original property owner or owners fully and accurately complete an online registration form at [www.evolvestone.com](http://www.evolvestone.com) within one year (i.e., 365 days) of the date of purchase of the Products with copies (JPEG) of the original purchase receipt clearly identifying the date of purchase of the Products, and the retailer, dealer, or distributor from whom You purchased the product. If the Warranty is not timely registered, then Evolve Stone will have no obligation under this Limited Warranty. Evolve Stone reserves the right to confirm the original purchase with the retailer, dealer or distributor from whom You purchased your Product.