



LIMITED WARRANTY ON SATURN MATERIALS THRU-WALL

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT <https://www.saturnmaterials.com/technical-data/> AND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT.

WE WARRANT TO THE ORIGINAL PURCHASER AND BUILDING OWNER THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL MEET THE REQUIREMENTS SET FORTH IN ASTM C90-12 STANDARD SPECIFICATION FOR LOADBEARING CONCRETE MASONRY UNITS.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

WHO MAY USE THIS WARRANTY?

Saturn Materials, LLC, located at 350 Yorkville Park Square, Columbus, Mississippi 39702 ("we") extend this limited warranty only to the consumer who originally purchased the product and the building owner at the time of such purchase ("you"). It does not extend to any subsequent owner or other transferee of the product.

WHAT DOES THIS WARRANTY COVER?

This limited warranty covers failures of thru-wall units (the "product") to meet the requirements set forth in ASTM C90-12 Standard Specification for Loadbearing Concrete Masonry Units for the Warranty Period as defined below. This limited warranty applies only to product sold by or through us or our authorized preferred partners.

WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover any damage, deterioration, color change, or texture change to the product due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; (h) external causes such as accidents, abuse, or other actions or events beyond our reasonable control; (i) faulty building methods, improper design or structural defects; (j) movement or deterioration of components adjacent to the product, including building movement, settlement, deflection, deterioration and decomposition of walls and foundations; (k) incorrect use of mortar or deterioration of mortar and failure of all mortar joints to be full; (l) improper or inferior workmanship, including improper installation or installation not in strict accordance with building code and good trade practices or masonry

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workmanship that does not comply with the National Concrete Masonry Association (NCMA) essential construction practices, such as those found in NCMA TEK notes, and specifically excluding flush, raked and extruded joints, (m) use of the product with improperly or unlined chimneys, or chimneys with cracked or broken liners, (n) use of the product for fireboxes, (o) natural and manmade disasters, including without limitation storm, flood, hurricane, earthquake, tornado, cyclone, lightning, fire, volcano, acts of god, collision, vandalism, war, civil unrest, terrorism, or other natural, accidental or intentional events, (p) acid rain, pollution, chemicals, contaminants, or stains, or (1) failure to clean the product properly following our recommendations.

WHAT IS THE PERIOD OF COVERAGE?

This limited warranty starts on the date of your purchase and lasts for fifty (50) years thereafter in the case of products initially installed and continuously used in a commercial building, or for as long as the building owner resides in an occupies the building in the case of products initially installed and continuously used in a residential building (the "**Warranty Period**"). In the case of products initially installed and continuously used in a residential building, the Warranty Period may transfer to one immediate subsequent owner of the residential building for the period such owner owns, resides in and occupies such building; provided that the Warranty Period shall not transfer more than one time. The Warranty Period is not extended if we repair or replace the product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any defective product during the Warranty Period, we will, in our sole discretion, either: (a) repair or replace such product (or the defective part) free of charge or (b) refund up to twice the purchase

price of such product. If we elect to repair or replace defective product, we will not be responsible or liable for (a) the cost of installation and removal of the defective product or for the cost to install the repaired or replacement product or (b) matching the color and form of the remaining product, although we will attempt to match product color and form from our then existing published product catalog. In the event we elect to repair or replace any non-complying product, we will be provided unfettered assistance and access to the non-complying product at no charge.

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, within thirty (30) days of suspecting or discovering defective product, a written claim shall be delivered via U.S. Mail to Saturn Materials LLC., 350 Yorkville Park Square, Columbus, MS 39702, Attention: Warranty Claim and email to info@SaturnMaterials.com (with email subject line stating, "Warranty Claim"). The written claim shall set forth in detail the basis for the claim, including photographs, and identify the claimant by name, address, telephone number, and email. You, upon request, shall provide to us proof of purchase of the product, and date thereof, in addition to providing proof of purchase date of the building and continued ownership thereof, and (c) we shall have the right, but not the obligation, to investigate all claims, and you shall fully cooperate and provide us full and unfettered access to all of the product. Failure to timely and properly follow the claim procedures shall relieve us from any liability under this Limited Warranty or otherwise.

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE REMEDIES SPECIFIED HEREIN, NOR SHALL WE

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UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

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.

WHAT CAN YOU DO IN CASE OF A DISPUTE WITH US?

Any claim alleging any breach of this Limited Warranty or any other claim against us shall, at our sole election, be resolved through arbitration, pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association and must be initiated no later than one (1) year after the claim originated.

No representative, employee, or agent of ours or any other person has any authority to change, alter, or modify the provisions of this Limited Warranty except by written consent of our Chief Executive Officer.

This Limited Warranty, and all rights and responsibilities arising therefrom, shall be governed and construed in accordance with the laws of the State of Mississippi, and any action or arbitration arising out of this Limited Warranty shall be brought, maintained and administered in Lowndes County, Mississippi. Should we be successful, in part or whole, in defending any action or arbitration, then we shall be entitled to recover our litigation and arbitration expenses, including attorneys' and experts' fees, as well as any expenses incurred in any appeal therefrom.

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