

This warranty applies to CalStar Products, Inc. Paver (“Paver”) products only.

Limited Warranty. CalStar Products, Inc. (“CalStar”) warrants (“Limited Warranty”) to the original Owner only, for a period commencing on the date of purchase and continuing thereafter for up to 10 years so long as Owner maintains ownership of the property upon which the Pavers were originally installed, that as of the date of purchase the Paver meets the requirements set forth in ASTM C936 - 09 Standard Specification for Solid Concrete Interlocking Paving Units. This Limited Warranty is only applicable where the Paver is manufactured by CalStar and sold through CalStar’s authorized dealer network; is not removed or relocated from its original installation location; is used in compliance with the Paver specifications; and is subject to the other limitations and exclusions set forth herein.

Limitations and Exclusions. Notwithstanding anything to the contrary, this Limited Warranty does not apply to failure of, damage to, or deterioration (including without limitation color or texture changes) of the Paver resulting from:

1. Faulty landscape and sub-base preparation methods;
2. Failure of Pavers due to settling of the sub-base;
3. Inferior installation not in accordance with the Interlocking Concrete Pavement Institute’s written installation instructions, “Tech Spec Number 2, Construction of Interlocking Concrete Pavements”, available on the ICPI website (www.icpi.org) and applicable building codes;
4. Use of Pavers for mortared construction;
5. Events of force majeure, including without limitation storm, flood, hurricane, earthquake, tornado, lightning, fire, volcano or other acts of god; collision, vandalism, war, civil unrest, or other accidental or intentional events;
6. Deterioration from the effects of acid rain or other pollution;
7. The use of sealers, cleaners, or cleaning practices not consistent with CalStar’s written instructions on the CalStar website;
8. The use of polymeric sands.

This Limited Warranty also specifically excludes normal wear and tear; contact with paint or chemicals; and discoloration due to stains or contaminants.

Exclusive Remedy. Any claim arising under this Limited Warranty must be submitted pursuant to the Claim Process below prior to the expiration of the Limited Warranty period. The claim shall be provided in writing by Owner to CalStar at the address designated below along with proof of purchase and continued property ownership. If CalStar determines that any of the Pavers do not comply with this Limited Warranty, CalStar will (the “Remedy”) at its sole discretion, within a reasonable period of time, either repair or replace any defective Pavers, or refund to the Owner an amount equal to the direct damages incurred by Owner up to twice the original purchase price paid for the defective Pavers. If the original purchase price cannot be established by the Owner to CalStar’s reasonable satisfaction,

cost shall be determined by CalStar based upon CalStar’s suggested retail price for such product as of the time of purchase. In the event CalStar elects to repair or replace any defective Pavers as the Remedy, Owner shall provide reasonable assistance and access to the defective Pavers at no charge to CalStar. If the Remedy is replacement, CalStar will use good faith efforts to match Paver color and form from CalStar’s then existing published product catalog.

This Limited Warranty does not cover the cost of installation, removal, or replacement of defective products. CalStar shall have the right, but not the obligation, to have its own representatives verify the nature, extent, and claimed case of breach of this Limited Warranty.

THE REMEDY DESCRIBED ABOVE IS IN LIEU OF ALL REMEDIES AND WARRANTIES, EXPRESS OR IMPLIED. THE REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE LIMITED WARRANTY, AND ALL OTHER OBLIGATIONS OR LIABILITIES OF CALSTAR. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE LIMITED WARRANTY, AND ALL OTHER WARRANTIES, INCLUDING THOSE IMPLIED BY LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES FROM THE COURSE OF DEALING, ARE EXPRESSLY DISCLAIMED BY CALSTAR AND WAIVED BY THE OWNER. TO THE EXTENT ANY IMPLIED WARRANTY OF MERCHANTABILITY MAY NEVERTHELESS BE AVAILABLE TO THE OWNER, SUCH WARRANTY SHALL BE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY OR THE EXPIRATION OF THE APPLICABLE STATUTE OF LIMITATIONS, WHICHEVER IS SOONER. CALSTAR MAKES NO WARRANTY AS TO THE AESTHETIC QUALITIES OF THE PAVER.

IN NO EVENT SHALL CALSTAR BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, INCLUDING NEGLIGENCE, EVEN IF CALSTAR HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORSEEN. CALSTAR’S MAXIMUM AGGREGATE LIABILITY FOR CLAIMS, WHETHER IN BREACH OR IN TORT, INCLUDING NEGLIGENCE, WILL BE LIMITED TO TWO TIMES (2X) THE AMOUNT PAID BY THE OWNER FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM. OWNER ACKNOWLEDGES THAT CALSTAR’S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED IN THIS SECTION WILL APPLY REGARDLESS OF WHETHER ANY LIMITED OR EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

calstarproducts.com

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Racine, WI 53404

Contact
phone 510-793-9500
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Limited Warranty

CalStar Paver

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Owner Rights. This Limited Warranty gives the original Owner specific legal rights, but they may also have other rights that vary from state to state. Some states may not allow the exclusion or limitation of incidental or consequential damages, so portions of the above limitations or exclusions may not apply to the Owner.

Claim Process. In the unlikely event that you wish to make a warranty claim, please contact your local representative or write directly to CalStar at one of the addresses below. Please explain the defect and provide your name, address, telephone number, fax number and e-mail, and be prepared to provide proof of purchase and proof of continued property ownership.

info@calstarproducts.com
(email subject line: "Warranty Claim")

or

CalStar Products, Inc.
P.O. Box 44048
Racine, WI 53404-7401

Thank you for your purchase of CalStar Products pavers. We appreciate your commitment to reducing the energy and climate impact of your project, and hope you enjoy your new hardscape and the value it brings to your property.

rev. 7/2011

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