

# Landscape Rocks Limited Warranty

## ELIGIBILITY

Universal Consumer Products, Inc. (the "Warrantor"), warrants its Outdoor Essentials Landscape Rocks (the "Product") to be free from defects of material and manufacturing workmanship. This Warranty is valid for Outdoor Essentials Landscape Rocks used in standard applications and applies only to the original consumer of the Product. This Warranty is not assignable or transferable to subsequent owners of the real property or Product.

### FIVE-YEAR LIMITED WARRANTY

Warrantor's warranty obligation for the Product is valid only for the standard application and use for which the Product is intended. When installed according to UCP instructions and under normal proper use, the Product will uniformly maintain its color and will not peel, rot, blister, warp, corrode or be consumed by insects.

Warrantor, at its sole option, will repair or replace any Product used in a standard application where the Product exhibits defects or degradations in materials or workmanship within five (5) years following the date of purchase.

This Warranty does not cover costs of installation, removal or reinstallation. Warrantor's sole obligation is limited to a replacement of the Product, and Warrantor shall have no further liability or obligation except as expressly stated herein. If a claim is made under this Warranty on a product that is no longer available, Warrantor reserves the right to substitute replacement with a similar product of equivalent quality and value at Warrantor's discretion.

### LIMITATIONS ON WARRANTY

The Warranty does not apply to any product that:

- · Is damaged by physical abuse, acts of God, acts of war, exposure to acid rain or other chemical or biological factors
- · Has not been installed or maintained in accordance with Warrantor's installation and maintenance instructions
- · Has been abused or placed under or subjected to abnormal residential use conditions
- · Has been used, modified or otherwise treated in any manner other than as intended by Warrantor
- · Has been subjected to normal and expected weathering
- · Has been subjected to settlement or any failure or any structure or soil on which the Product is installed.

Failure to follow any restrictions or warnings supplied with the Product shall make the Warranty null and void and of no further effect. Warrantor reserves the right to investigate any claim and to inspect any product for which a claim is made. Any construction or use of this product must be in accordance with all local zoning and/or building codes. The Consumer assumes all risk and liability associated with the installation or use of this product.

Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion of incidental or consequential damages so the above limitations and exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

WARRANTOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR OWNERSHIP OF THIS PRODUCT.

### **CLAIM PROCEDURE**

To make a claim under this Warranty to receive replacement product, the original owner must, within 90 days of actual or constructive notice of damage covered by this Warranty, do the following:

(1) Prepare a letter that includes the following information:

- (a) A list of the number of pieces and the size of each piece for which the claim is made
- (b) Proof of Purchase of the product, as shown on the original invoice
- (c) Proof of Warranty, as evidenced by the original product label, or a copy of the mark on the product.

(2) Mail the above information to:

Universal Consumer Products, Inc. Warranty Information 2801 East Beltline NE Grand Rapids, MI 49525

THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. WARRANTOR DOES NOT MAKE ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE.