



## **AirStone 10 YEAR LIMITED WARRANTY**

Baton LLC warrants its AirStone® products, manufactured at 945 S. 13th Street, Louisville, KY 40210, for a period of 10 years from the date of purchase, subject to the terms and conditions contained herein. Baton recommends its products to be installed on structures which conform to local building codes and strictly adhere to manufacturer's installation instructions. Baton warrants AirStone® against defects in material, manufacturing and workmanship. This limited warranty covers only products manufactured by Baton, Inc. which are determined to be defective. Failure to adhere to manufacturer's installation instructions shall void this limited warranty.

This limited warranty does not apply to products when used on surfaces such as walkways, patios, decks, or other uses for foot or automobile traffic. This limited warranty also does not cover any damages or issues related to installation, including faulty or improper installation and installation that does not conform to local building codes. The adhesive product used (other than AirStone Interior Adhesive when used strictly in accordance with directions), the substrate, the method of adhesion, and the adherence to a specific substrate are the sole decision, and responsibility, of the customer, and this warranty does NOT cover stones that dislodge from the substrate. In addition, this warranty does not cover issues related to misuse, negligence, willful abuse, or damage as a result from fire, lightning, earthquake or other Acts of God, settlement or failure of the structure (including foundations and walls), surface discoloration due to exposure to harmful chemicals, air pollution, normal weathering of surface, efflorescence, oxidation, or other causes beyond the control of the manufacturer. AirStone is a decorative stone veneer wall covering and is not intended as a structural component. Any cracking or dislodgement that may occur after installation due to settling, substrate movement or other factors are not covered by this warranty.

If you feel AirStone® from Baton LLC is not free from manufacturing defects, write to the Customer Service Department of Baton LLC, 945 S. 13th Street, Louisville, KY 40210. Correspondence must include: 1) the name of the person or entity making the claim; 2) the name and address of the original distributor; 3) the product that is involved; 4) the claimed defect; 5) the address where the defective product can be inspected; 6) square and/or lineal footage of the project and 7) photos of the defect. Baton will reply within 10 days of receipt of your letter advising the appropriate actions. If Baton LLC determines the material is defective in accordance with the terms of this limited warranty, Baton will (at its option and in its sole discretion) either: 1) replace the defective product or component, including the cost of shipping; or 2) refund the original purchase price of the defective product. The foregoing remedies are the only remedies available for breach of warranty or any other legal theory. This limited warranty applies to stone products only, not labor costs associated with installation, re-installation, repair or removal, or any damages to the original substrate, and in no event shall Baton LLC be responsible for labor costs associated with installation, re-installation, repair or removal, or any labor or material costs associated with the original substrate, including original costs, repairs or replacements.



Baton reserves the right to discontinue and/or make changes to any of its products. In the event the product covered by this limited warranty is unavailable, Baton shall have the right to substitute product that is the current version edition. No representative of Baton LLC, distributor, or dealer has the authority to change or modify this limited warranty either orally or in writing in any respect.

Notwithstanding anything herein to the contrary, this limited warranty shall be valid only if the customer sends the following information to Baton LLC, 945 S. 13th Street, Louisville, KY 40210, within 30 days after the completion of installation: (1) Customer Name; (2) AirStone® product purchased and installed by customer; (3) Date of installation; (4) street address of installation; and (5) square footage of AirStone® installed. The foregoing information must be sent to Baton LLC by certified mail, return receipt requested, or registered United States mail. Failure of the customer to provide proof of receipt by Baton LLC within thirty (30) days following completion of installation will void this limited warranty. This limited warranty extends only to the "original purchaser". The term "original purchaser" as used in this limited warranty, means the distributor purchaser and the owner (as of the date of installation) of the structure in to which the product is installed. This limited warranty is not assignable or transferable. THIS LIMITED WARRANTY SETS FORTH BATON LLC'S MAXIMUM LIABILITY FOR ITS AIRSTONE® PRODUCTS. BATON LLC SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGE OF ANY KIND, HOWEVER OCCASIONAL, WHETHER BY NEGLIGENCE OR OTHERWISE. THE BUYER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE AS SPECIFIED HEREIN. BATON LLC MAKES NO OTHER WARRANTY OR GUARANTY EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES CONTAINED HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF CUSTOMER AND THE COMPLETE LIABILITY OF BATON. IN THE EVENT STATE LAW PRECLUDES AN EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE DURATION OF SUCH WARRANTIES SHALL BE NO LONGER THAN, AND THE TIME AND MANNER OF PRESENTING ANY CLAIM THEREON SHALL BE THE SAME AS, THAT PROVIDED IN THE EXPRESS WARRANTY STATED WITHIN.

# AirStone®