



# Limited Warranty

## CalStar Brick

CalStar, Inc. (“CalStar”) warrants to the original purchaser and building owner that the Fly Ash Brick (“Brick”) meets the physical performance requirements set forth in ASTM C216 for durability, strength, absorption, saturation, efflorescence, and dimensions, as Type FBX, Grade SW, when manufactured.

This Limited Warranty is made under and subject to the following terms and conditions:

1. The Warranty Period for the Limited Warranty shall be as follows:
  - a. **Commercial Warranty Period.** Where the Brick is initially installed and continuously used in a wall of a commercial building, the Limited Warranty period shall be fifty (50) years from the date of purchase of the Brick from CalStar, and the Limited Warranty shall automatically transfer to subsequent owners of the commercial building for the remaining, unexpired warranty period, if any.
  - b. **Residential Warranty Period.** Where the Brick is initially installed and continuously used in a wall of a residential building, the Limited Warranty period shall be for as long as the building owner resides and occupies the building, and the Limited Warranty shall automatically transfer to the immediate subsequent owner of the residential building for the period that they own and reside in the building; provided, however, the Limited Warranty shall not transfer more than one (1) time.
2. This Limited Warranty applies only to Bricks sold by or through CalStar or a CalStar authorized dealer.
3. Brick should be used only in walls of commercial or residential buildings.
4. **LIMITATIONS AND EXCLUSIONS.** This Limited Warranty does not apply to failure, damage, deterioration, color change, or texture change to the Brick resulting from: (a) faulty building methods, improper design or structural defects, (b) movement or deterioration of components adjacent to the Brick, including building movement, settlement, deflection, deterioration and decomposition of walls and foundations, (c) incorrect use of mortar or deterioration of mortar and ALL MORTAR JOINTS MUST BE FULL, (d) improper or inferior workmanship, including improper installation or installation not in strict accordance with building code and good trade practices or masonry workmanship that does not comply with the Brick Industry Association (BIA) essential construction practices, such as BIA Tech Notes 7-B (Dec 2005), and specifically excluding flush, raked and extruded joints, (e) use of Brick with improperly or unlined chimneys, or chimneys with cracked or broken liners, (f) use of Brick for fireboxes, (g) 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, (h) acid rain, pollution, chemicals, contaminants, or stains, and (i) misuse, abuse, neglect, or improper handling or storage.
5. **EXCLUSIVE REMEDY.** If during the warranty period any Brick does not meet the warranted physical performance requirements, CalStar, at its sole discretion, will (a) repair each

non-complying Brick, (b) provide replacement brick for each non-complying Brick, or (c) refund the original purchase price paid for each non-complying Brick.

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

**THIS LIMITED WARRANTY, INCLUDING THE EXCLUSIVE REMEDY, IS IN LIEU OF ALL OTHER LIABILITY, REMEDIES AND WARRANTIES ON THE PART OF CALSTAR, EXPRESS OR IMPLIED, IN FACT OR IN LAW. THE EXCLUSIVE REMEDY DESCRIBED ABOVE 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 AND EXCLUDED BY CALSTAR. CALSTAR MAKES NO WARRANTY AS TO THE AESTHETIC QUALITIES OF THE BRICK.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**IN THE EVENT EXCLUSION OF IMPLIED WARRANTIES ARE NOT PERMITTED BY LAW, ANY IMPLIED WARRANTIES SUCH AS ANY IMPLIED WARRANTY OF MERCHANTABILITY, SHALL BE LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY OR THE IMPLIED DURATION OR THE APPLICABLE STATUTE OF LIMITATIONS, WHICHEVER IS SHORTER.**

**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 HAD BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. CALSTAR’S MAXIMUM AGGREGATE LIABILITY FOR CLAIMS, WHETHER IN BREACH OR IN TORT, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT RECEIVED BY CALSTAR FOR THE BRICK WHICH IS THE SUBJECT MATTER OF THE CLAIM.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

[calstarproducts.com](http://calstarproducts.com)

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**Manufacturing**  
2825 Four Mile Road  
Racine, WI 53404

**Contact**  
phone 510-793-9500  
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6. **CLAIM PROCEDURE.** The following claim procedures must be strictly followed in order to make a valid claim: (a) Within thirty (30) calendar days of suspecting or discovering a Brick fails to meet any of the warranted physical performance requirements, a written claim shall be delivered via U.S. Mail to CalStar Products, Inc., P.O. Box 44048, Racine, WI 53404-7401, Attention: Warranty Claim and email to [info@calstarproducts.com](mailto:info@calstarproducts.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, (b) Claimant, upon request, shall provide to CalStar proof of purchase of the Brick, and date thereof, in addition to providing proof of purchase date of the building and continued ownership thereof, and (c) CalStar shall have the right, but not the obligation, to investigate all claims, and claimant shall fully cooperate and provide CalStar full and unfettered access to all of the Brick.

For general information about the warranty procedures and performance, claimant may contact the warranty department at 510.793.9500.

Failure to timely and properly follow the claim procedures shall relieve CalStar from any liability under the Limited Warranty or otherwise.

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

8. Any claim alleging any breach of this Limited Warranty or any other claim against CalStar shall, at the sole election of CalStar, 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. This Limited Warranty, and all rights and responsibilities arising therefrom, shall be governed and construed in accordance with the laws of the State of Wisconsin, and any action or arbitration arising out of this Limited Warranty shall be brought, maintained and administered in Racine County, Wisconsin. Should CalStar be successful, in part or whole, in defending any action or arbitration, then CalStar shall be entitled to recover its litigation and arbitration expenses, including attorneys' and experts' fees, as well as any expenses incurred in any appeal therefrom.

9. Calstar personnel may have published information, made oral statements, or forwarded literature about the Brick. Such information, statements and literature do not constitute warranties, shall not be relied upon, and are not part of this Limited Warranty. This Limited Warranty constitutes the final expression setting forth CalStar's sole and exclusive obligation and the exclusive remedy of any claimant.

10. This Limited Warranty gives you specific legal rights, and you may have other rights which vary from state to state. If the laws of a particular state require terms other than or in addition to those contained in this Limited Warranty, this Limited Warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this Limited Warranty or any provision of this Limited Warranty or to prevent the imposition of fines, penalties or any liability.

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