



Acme Brick Company ("Acme") guarantees to a homeowner ("Homeowner") and subsequent transferees that the brick manufactured and sold by Acme and installed at the residence located at:

("Residence") comply with the applicable specifications and grading rules of the American Society for Testing and Materials in effect on the effective date of this Limited Guarantee, and that such brick will not fail structurally due to non-compliance with such specifications. THIS LIMITED GUARANTEE SHALL BE EFFECTIVE FOR ONE HUNDRED (100) YEARS FROM THE EFFECTIVE DATE.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANSHIP, OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY ACME AND WAIVED BY HOMEOWNER. IN NO EVENT SHALL ACME BE LIABLE UNDER ANY THEORY OR REMEDY, (CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, IMPLIED WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY) FOR ANY PUNITIVE, LOST PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING FROM OR IN CONNECTION WITH THE BRICK OR ITS USE.

#### REMEDY

The following shall be the sole and exclusive remedy of Homeowner:

If any of the brick does not comply with the provisions of this Limited Guarantee, Acme will, at its sole option and expense and within a reasonable period of time: (a) replace the brick with brick available from Acme's current production; (b) repair the brick; or (c) refund the cost of the brick. In the event a claim is made under this Limited Guarantee, Acme shall have the right, but not the obligation, to verify, by its authorized representative, the nature, extent, and cause of the alleged defect.

#### EXCLUSIONS AND LIMITATIONS

This Limited Guarantee does not apply to failure, damage, deterioration, or color change to brick resulting from:

- a. Use of improper mortar or failure or deterioration of mortar;
- b. Improper building practices and/or improper masonry workmanship which result in structural defects to the Residence;
- c. Failure or cracking of brick due to settling of the Residence or subsidence of the ground;
- d. Non-compliance by the builder and/or mason with applicable building codes;
- e. Vandalism, collision, war, civil unrest, or other intentional or accidental events or acts;
- f. Fire, flood, storm, earthquake, tornado, hurricane, lightning strike, or other Acts of God; or
- g. Pollution or acid rain.

# 100 YEAR LIMITED GUARANTEE FOR SINGLE FAMILY RESIDENCES

## CLAIM PROCEDURE

To submit a claim under this Limited Guarantee, you must notify Acme in writing, addressed to Acme Brick Company, 3024 Acme Brick Plaza, Fort Worth, Texas 76109, Attention: President, within thirty (30) days after the discovery of the alleged defect. The written notice must include: (i) a copy of this Limited Guarantee; (ii) proof of purchase, which can be established by attaching either a copy of the delivery ticket or a copy of the invoice (if neither is available, proof of purchase may be established by a visual inspection by Acme of the Acme Brick logo imprint); and (iii) a reasonably complete and detailed description of the alleged defect.

Effective Date of Limited Guarantee: \_\_\_\_\_  
(Closing date for Original Homeowner's purchase of the Residence)

Address of Residence: \_\_\_\_\_

Name of Original Homeowner: \_\_\_\_\_

## TRANSFER PROCEDURES

**I.** I, \_\_\_\_\_ hereby transfer the Limited Guarantee for the residence to  
\_\_\_\_\_ upon this closing date \_\_\_\_\_.

**II.** I, \_\_\_\_\_ hereby transfer the Limited Guarantee for the residence to  
\_\_\_\_\_ upon this closing date \_\_\_\_\_.

**III.** I, \_\_\_\_\_ hereby transfer the Limited Guarantee for the residence to  
\_\_\_\_\_ upon this closing date \_\_\_\_\_.

**IV.** I, \_\_\_\_\_ hereby transfer the Limited Guarantee for the residence to  
\_\_\_\_\_ upon this closing date \_\_\_\_\_.

\*Any additional Transfers of the Guarantee must be attached.

