



## Bautex Block BB616-10 Insulated Concrete Block

### Bautex Limited Warranty Statement

Bautex Systems, LLC (“Bautex”) warrants to the person or entity ordering, purchasing or accepting delivery of these Bautex Block BB616-10 (“Buyer”), that these Bautex Block BB616-10 (“Blocks”) are free from defects in workmanship and materials only at the time of shipment from our factory.

Buyer may only transfer and assign this warranty to an End User. “End User” means a final purchaser that (i) has acquired the Blocks for its own internal use and benefit; (ii) has not acquired the Blocks for resale, remarketing, distribution, or other use; and (iii) is the owner of one or a series of buildings, constructions or other structures where the Blocks are, have been, or will be used, incorporated or installed.

If any Blocks prove to contain manufacturing defects, Bautex will, at its option, either replace such Blocks (or the defective part) or credit or refund the purchase price of such Blocks at the pro rata contract rate, provided that, if Bautex so requests, Buyer shall return such Blocks to Bautex at Bautex’s expense. This limited warranty is the only warranty extended by Bautex with respect to the Blocks. The dollar value of Bautex’s liability and Buyer’s remedy under this limited warranty shall not exceed the purchase price of the Blocks in question.

This warranty does not apply to any failure caused by or due to (i) workmanship in the installation of the Blocks, (ii) failure to follow Bautex’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Blocks, (iii) abuse of the Blocks, (iv) alterations or repairs made to the Blocks without the prior written consent of Bautex, (v) incompatibility with other materials, (vi) acts of God, or (vii) inadequate or faulty design of the subject structure.

In addition, this warranty does not cover any costs or expenses associated with (i) the removal of the Blocks, if already installed; (ii) the removal or replacement of any material including the exterior or interior facade in connection with the testing, repair, removal or replacement of the Blocks; (iii) the cost to ship the replacement Blocks; or (iv) damages or repairs of any kind or nature to the subject building, whether caused by removal or replacement of the Blocks or other material, or otherwise.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY AND ALL OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF PARTICULAR PURPOSE, WARRANTY OF TITLE, WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, OR ANY WARRANTY IMPLIED BY COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE. THE REMEDIES OF THE BUYER FOR ANY BREACH OF THIS WARRANTY SHALL BE LIMITED TO THOSE HEREIN PROVIDED TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES. BAUTEX SHALL NOT BE LIABLE IN ANY CASE FOR ANY DAMAGE TO THE BUILDING OR THE CONTENTS THEREOF, NOR WILL IT BE RESPONSIBLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PENAL DAMAGES. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTY REMEDIES WILL BE BINDING UPON BAUTEX UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF BAUTEX.

Bautex shall not be liable for a breach of this limited warranty unless (i) Buyer gives written notice of the defect, reasonably described, to the address below within ten (10) days after Buyer discovers or ought to have discovered the defect; (ii) Buyer provides Bautex with a reasonable opportunity after receiving notice to examine such Blocks, including (at the written request of Bautex) delivering such Blocks to Bautex’s place of business in order for Bautex to examine them; and (iii) Bautex reasonably verifies Buyer’s claim that the Blocks are defective. Bautex shall not be liable for a breach of this limited warranty if Buyer makes further use of the Blocks after giving notice of defect described above. Warranty claims should be sent to:

Bautex Systems, LLC  
Warranty Claims  
5602 Central Texas Drive  
San Marcos, TX 78666  
warranty@bautexsystems.com

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