

## WARRANTY

# 5 & 15 Year Limited Product Warranty

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### WARRANTY COVERAGE

OM, known formally as Old Mill Brick, LLC, doing business as Old Mill Building Products, takes immense pride in our Panel+ Wall System. We are pleased to offer an extensive warranty to instill confidence in our esteemed customers. This warranty remains valid for a duration of 15 years commencing from the original purchase date, provided the Old Mill Full Wall System is installed and maintained in strict accordance with our specifications.

### COVERED PANEL+ SYSTEMS COMPONENTS

This warranty extends to the subsequent components when employed as an integrated Panel+ Wall System:

1. Air & Water Barrier: OM's Air & Water Barrier Liquid, joint tape, and joint fabric.
2. Adhesive: OM's Adhesive.
3. Anchorage Materials: OM's Plastic 2' Washer, screws, etc., in accordance with OM's installation guide.
4. Panel+ Insulation Board
5. Brick, Stone, or Tile: Procured exclusively through OM.

### WARRANTY EXCLUSIONS

This warranty specifically excludes coverage for defects or damages resulting from the following:

- Abuse, Misuse, or Improper Maintenance: Any utilization, operation, or maintenance of the Panel+ Wall System that contravenes the manufacturer's specifications or amounts to misuse or abuse.
- Structural Issues: Any deficiencies arising from structural defects, building settlement, or movement.
- Unauthorized Alterations: Any tampering, alteration, modification, repair, or rework conducted by individuals not duly authorized in writing by OM.
- Component Substitution: Replacement of system components with materials not expressly stipulated by OM.
- Intermixing Materials: Deployment of OM Building Product's materials alongside other chemicals or materials not specifically mandated by the manufacturer's specifications.
- Excluded Damage: Damage resulting in full or in part from acts of nature or natural events, including but not restricted to falling objects, fire, earthquakes, floods, pests, or chemical emissions, etc. Furthermore, damage arising from exposure to corrosive substances, fire, flood, or any other natural calamities is also excluded.

### SOLE REMEDY

OM's exclusive obligation and liability under this warranty is limited to furnishing the labor and materials required for repairing or replacing the OM materials specified herein that are proven to be defective during the warranty period.

All expenses related to labor or other costs for repairs or replacements shall be the sole responsibility of the property owner. OM shall not entertain any claims for additional charges or expenditures. The determination of the suitable scope and method for repair or replacement to rectify any covered condition under this warranty shall rest solely with OM.

### CLAIMS AND NOTIFICATION

In the event of a warranty claim, the purchaser is required to provide written notice of any alleged defect to OM within 30 days from the date of discovering the defect. Failure to furnish notice within this stipulated timeframe will result in the waiver of any claims under this warranty, and OM will not be held liable.

OM Brick, or its designated agents, shall have the right to inspect the goods, and they may demand the return of the faulty goods, with transportation expenses prepaid, or request a physical examination to substantiate the claim. The acceptance by OM Brick of any returned goods shall not be construed as an acknowledgment that the goods are defective or in breach of any warranty. In cases where OM determines that the goods are not defective, the materials will be re-shipped to the purchaser at the purchaser's expense. No product shall be returned to OM without obtaining prior written consent.

### CONTRACTOR'S OBLIGATION

Contractors are required to promptly submit the Old Mill Building Products Warranty application, as outlined in Exhibit A (attached hereto). Failure to provide the completed warranty application in its entirety will result in the complete nullification of the warranty.

Exhibit A: Warranty Application (To be completed and submitted to OM)

WARRANTY  
**5 & 15 Year Warranty**

### **LIMITATION OF LIABILITY**

OM shall not be held liable for any labor or other costs associated with the installation or removal of defective products incurred by the buyer. The buyer is not entitled to "cover" by acquiring substitute goods at the cost or expense of OM. Additionally, OM shall not assume responsibility for consequential damages, injury, property damage, lost profits, or any other form of economic injury arising from defects in the goods or any breach by OM.

All inspections relating to the installation, maintenance, or performance of the OM Panel+ Wall System shall be conducted by a qualified third-party inspector or entity. OM shall not perform any inspections or assessments of the installed system. It is the responsibility of the purchaser or property owner to engage a qualified third-party inspector or entity to conduct any necessary inspections, evaluations, or assessments. OM shall not be liable for any issues, claims, or disputes arising from the failure to conduct or procure a third-party inspection.

### **GOVERNING LAW**

This warranty is governed by the laws of the State of Delaware. Any legal disputes arising from this warranty shall fall under the jurisdiction of the courts of the State of Delaware.

# Exhibit A: Old Mill Building Products Warranty Application

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To qualify for Old Mill Building Products Warranty, the following requirements must be met:

- Project Information: Provide the project name and address where Old Mill Building Products are being used.
- Owner/Developer's Information: Include the owner/developer's name, address, and phone number.
- Architect's Information: Provide the architect's name, address, and phone number.
- Contractor's Information: Include the contractor's name, address, and phone number.
- Contractor Qualification: The contractor must meet the requirements outlined in Old Mill Building Product's "Estimation & Installation" Guide.
- Project Details: Include the project's start and completion dates, along with a copy of the original purchase order.
- Project Photos: Submit a minimum of four project photos showing various stages of installation and the completed project, demonstrating that Old Mill Building Products were used.
- Payment: The project must be paid in full within 30-60 days from the final Old Mill Building Products invoice.
- Legal Status: The project must be free and clear of any legal action, including collection or lien activity, against Old Mill Building Products.
- Timely Application: The warranty application must be filled out in full and submitted to Old Mill Building Products within 90 days of the completed installation.

If any party has questions regarding the terms and conditions of Old Mill Building Product's warranty or the requirements outlined above, please contact Old Mill Building Products for clarification.