



Safety Disclaimer

The information in our Products' Safety Data Sheets (SDSs) is believed, to the best of our knowledge, to be correct as of the date issued and is intended to provide a useful summary of the potential hazards of our products. The data furnished in this sheet do not address hazards that may be posed by other materials (paint, insulation, grout, rebar, etc.) mixed with this product or improper installation. Users should review other relevant material safety data sheets before using this product.

SELLER MAKES NO WARRANTY OR GUARANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, REGARDING PERFORMANCE, SAFETY, SUITABILITY, STABILITY OR OTHERWISE CONCERNING THE PRODUCT OR THE MERCHANTABILITY OR FITNESS THEREOF FOR ANY PURPOSE OR CONCERNING THE ACCURACY OF ANY INFORMATION PROVIDED BY CARBONBUILT, INC.

The information provided herein was believed by CarbonBuilt, Inc. to be accurate at the time of preparation or prepared from sources believed to be reliable, but it is the responsibility of the user to investigate and understand other pertinent sources of information to comply with all laws and procedures applicable to the safe handling and use of product and to determine the suitability of the product for its intended use.

OSHA Standard 29 CFR 1910.1200 requires that information be provided to employees regarding the hazards of chemicals by means of a hazard communication program including labelling, material safety data sheets, training and access to written records.

Limited Warranty

CarbonBuilt warrants that its products, at the time of delivery, will meet or exceed applicable ASTM standards. This warranty does not cover manufacturing color variations, product matching, or efflorescence. CarbonBuilt is not responsible for the installation of the product; incorrect installation or use of the product; or undesirable conditions caused by the installation, abuse, or alteration of the product; excessive or unforeseen site conditions; application of any chemicals to the product to include cleaners, sealers, and deicers; negligence; or acts of God. The product is not warranted as suitable for any use or purpose other than that the product is generally intended to be used in line with the CMHA guidelines.

Liability under this warranty, if the product is found to be defective, is limited to the replacement of the defective product, or at CarbonBuilt's discretion, the refund of the purchase price of the defective product. CarbonBuilt does not guarantee that the shape, texture, or color used on your project will be available in the future and will provide an alternative replacement shape, texture, or color from its current product line at the time of an accepted warranty claim. As unit specification



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and sample approval may take place several months prior to production of actual units, slight variations in appearance from the approved sample are expected and not covered under this limited warranty.

This warranty is valid for one (1) year from the date of delivery of the first product delivered to the job. This warranty is only offered to the purchaser and is non-transferable. To make a warranty claim, the purchaser must: (1) notify CarbonBuilt in writing within 48 hours after discovering the potential warranty claim, (2) provide original proof of purchase, including the date of delivery; (3) submit photographs documenting the alleged defect, including a description of the defect/non-conformity; (4) allow CarbonBuilt representatives reasonable access to inspect the product; and (5) receive written confirmation of claim acceptance before removing or replacing the product.

Installation of our products constitutes acceptance of all products inclusive of chips, geometry, texture, size, color, consistency in exposed aggregates, and all other product quality and aesthetic features.

THIS WARRANTY SPECIFICALLY EXCLUDES ALL LIABILITY FOR LABOR, FREIGHT, AND ANY OTHER COSTS ASSOCIATED WITH THE INSTALLATION OF, OR REMOVAL AND REPLACEMENT OF DEFECTIVE PRODUCT, AS WELL AS ANY OTHER INDIRECT COSTS OR DAMAGES.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL CARBONBUILT, INC. OR ANY OF THE AFFILIATES BE LIABLE FOR ANY LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL, DAMAGES FOR LOST PROFITS, LOST SALES, DEATH, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) ARISING DIRECTLY OR INDIRECTLY FROM THE USAGE OF OUR PRODUCTS.

Any dispute arising under this warranty shall first be submitted to mediation. If mediation is unsuccessful, the dispute shall be resolved through binding arbitration. This warranty shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to choice of law or conflict of law provisions.

If any provision of this warranty is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and the unenforceable portion shall be construed to the maximum extent permitted by law.

CarbonBuilt's warranty obligations shall be suspended during periods when performance is prevented by circumstances beyond its reasonable control, including but not limited to: natural disasters, pandemics, war, terrorism, riots, strikes, material or labor shortages, transportation disruptions, or government actions. CarbonBuilt will provide notice of such events and resume warranty obligations when circumstances reasonably permit.



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