

VAST® Enterprises, LLC Limited Warranty

VAST Enterprises ("VAST") warrants that its Composite Paving Systems meet the performance requirements listed within the VAST Technical Specifications document published at the time of purchase. VAST offers a Limited 10-year Warranty against manufacturing defects and a Limited Lifetime Warranty against cracking ("Warranty"), provided the product is purchased through an authorized VAST Retailer, installed according to VAST's instructions, and used under normal conditions as outlined in the VAST Technical Specifications. If VAST finds any product does not comply with its Warranty, VAST will provide replacement product or refund the purchase price of the product at its sole discretion.

Limitations and Exclusions

VAST warrants to the original Owner only, for a period commencing on the date of purchase and continuing thereafter for 10 years ("Warranty Period") so long as Owner maintains ownership of the property upon which the Composite Paving System was installed, that as of the date of purchase the Composite Paving System is free from defects in material and workmanship, and meets the performance requirements set forth in the VAST Technical Specifications. Furthermore, VAST warrants that during the Warranty Period, the Composite Paving System will not split, splinter, delaminate, rot or decay.

Additionally, VAST warrants that Composite Paver products used in residential applications will not crack for as long as the Owner maintains ownership of the property upon which the Composite Paving System was installed.

This Warranty does not apply to failure of, damage to, or deterioration (including without limitation color or texture change) of the Composite Paving System from:

1. Faulty sub-base preparation methods (including but not limited to landscaping, decking, or flat roof preparation);
2. Failure of Composite Paving System due to settling or degradation of the sub-base;
3. Failure of Composite Paving System due to wind uplift (e.g. flat roof applications) or improper fastening;
4. Failure of Composite Paving System due to standing water or improper drainage;
5. Improper installations not in accordance with VAST's written installation instructions on the VAST website and applicable local, state, and federally mandated codes;
6. Fading from environmental affects (including without limitation UV exposure) or deterioration from acid rain or other pollutions;
7. Actions or materials provided by any person other than VAST;
8. Use of Composite Paving Systems for applications with exposures other than those listed within VAST Technical Specifications;
9. Use of Composite Paving Systems for mortared construction;

10. Events of force majeure, including without limitation storm, flood, hurricane, earthquake, tornado, lightning, fire, volcano or other acts of god;
11. Vandalism, war, civil unrest, or other accidental or intentional events;
12. The use of sealers, joint stabilizers, adhesives, cleaners, or cleaning practices not consistent with VAST's written instructions;
13. Normal wear and tear; contact with chemicals not suited for use with polypropylene plastics or vulcanized rubbers, and discoloration due to stains or contaminants.

Additionally, the labor related to the removal or replacement of product is not included in the Warranty.

Exclusive Remedy

Any claim arising under this Warranty must be submitted pursuant to the Claim Process below prior to the expiration of the Warranty period. The claim shall be provided in writing by Owner to VAST at the address designated below along with proof of purchase and continued property ownership. If VAST determines that any of the Composite Paving System components ("Components") do not comply with this Warranty, VAST will remedy ("Remedy") at its sole discretion, within a reasonable period of time, either repair or replace any defective Components. In the event that VAST elects to repair or replace any defective Components as the Remedy, Owner shall provide reasonable assistance and access to the defective Components at no charge to VAST. If the Remedy is replacement, VAST will use good faith efforts to match Component colors, size, and form from VAST's existing product line.

This Warranty does not cover the cost of removal or replacement of defective products or surrounding products associated with installation. VAST shall have the right, but not the obligation, to have its own representatives verify the nature, extent, and claimed case of breach of this Warranty.

The Remedy shall be the sole and exclusive remedy for any breach of the Warranty. VAST shall have no liability to any person for incidental, consequential or special damages of any description, whether arising out of expressed or implied warranty or any other contract, negligence, or other tort or otherwise. There are no warranties which extend beyond the 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 warranties from the course of dealing, are expressly disclaimed by VAST and waived by the Owner. Such warranty shall be limited to the duration of this Warranty or the expiration of the applicable statute of limitations, whichever is sooner. VAST makes no warranty as to the aesthetic qualities of the Composite Paving Systems.

In no event shall VAST be liable for special, incidental or consequential damages, however it arises, whether for breach or in tort, including negligence, even if VAST has been previously advised of the possibility of such damages or if such damages could have been reasonably foreseen. VAST's maximum aggregate liability for claims, whether in breach or in tort, including negligence, will be limited to the amount paid by the Owner for the Product which is the subject matter of the claim. Owner acknowledges that VAST's pricing reflects this allocation of risk and the limitation of liability specified in this section will apply regardless of whether any limited or exclusive remedy fails of its essential purpose.

Owner Rights

This Warranty gives the original Owner specific legal rights, but they may also have other rights that vary from state to state. Some states may not permit the exclusion or limitation of incidental or consequential damages or implied warranties, so portions of the above limitations or exclusions may not apply to the Owner if inconsistent with controlling state law.

Claim Process

In the unlikely event that you wish to make a warranty claim, please contact your local VAST retailer ("Retailer"). Please work with your Retailer to resolve any warranty issues. Should your Retailer require any additional assistance they will contact VAST. Please explain to the Retailer the defect and provide your name, address, telephone number, fax number and email, and be prepared to provide proof of purchase and proof of continued property ownership.

In the event that you require assistance beyond that of a VAST Retailer, please contact VAST via email or writing at:

sales@vastpavers.com

(email subject line: "Warranty Claim")

or

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