

Commercial Brick Corporation 100 Year Limited Guarantee

Having one of the finest mineral deposits in the continental United States, Commercial Brick Corporation is pleased to offer this limited guarantee to the homeowner and his successors and assigns. Commercial guarantees to the holder of this certificate that the brick manufactured by Commercial and installed at the residence of the holder complies with the applicable specifications and grading rules of the American Society for Testing Materials in effect on the effective date of this guarantee.

This limited guarantee shall be for a period of **100 years** from the date hereof and Commercial guarantees that the brick on the residence will not fail due to noncompliance with the specifications of the American Society for Testing Materials and more particularly will not fail for structural deficiencies.

Recognizing that certain difficulties encountered with the brick may not be the fault of Commercial which would cause a color change or other problems with the brick, there are a limited number of exceptions and exclusions. Commercial considers it fair to exclude the following from the coverage of this warranty:

1. Problems encountered by the bricklayer using improper mortar;
2. Damage to the brick caused by the foundation settling or other surface difficulties not related to the brick which cause the brick to be damaged or cracked;
3. Improper building practices including a failure to comply with applicable building codes;
4. Acts of third parties such as vandalism or other intentional acts which result in damage to the brick by parties other than Commercial, including Acts of God, fire, flood, earthquake, tornado, lightning strike, pollution or acid rain;
5. Use of the brick for sidewalks; and

6. All special hand slurried brick.

It is understood that depending on the laws of the applicable state, the limitations and guarantee may be subject to statutory revisions, however, it is the intent of Commercial, subject to the above, to represent and provide to the homeowner a warranty for 100 years. In this respect, the warranty provides to the home owner the following:

1. Commercial will at its sole expense replace those brick that are defective, by installing or causing to be installed Commercial brick then available from current production;
2. Commercial will perform the replacement in as prompt a manner as reasonably possible from brick available from current production runs; and
3. Commercial will assist the homeowner in determining if the damage is caused by defective brick or by some other cause and the homeowner will cooperate with Commercial's representatives in providing access to the residence to determine the cause.

This remedy shall be the sole and exclusive remedy for a breach of the limited guarantee, and in no event shall Commercial be liable for any incidental or consequential damages resulting from any breach hereof. Any implied warranties which may be available to the homeowner under the laws of the applicable state, shall be limited to the duration of this limited guarantee or the duration provided for under applicable state law, whichever is less.

COMMERCIAL
BRICK
CORPORATION

Commercial Brick Corporation
P.O. Box 1382 Wewoka, OK 74884

Home Owners 100 Year Commercial Brick Corporation Limited Guarantee

Guarantee Process

In the event it becomes necessary to process a claim under this limited-guarantee, the procedure requires the owner of the residence and holder of this document to provide written notice to Commercial Brick Corporation, P.O. Box 1382, Wewoka, Oklahoma 74884, within forty-five (45) days after knowledge of the alleged defect. Along with the written notice the homeowner will provide a copy of this limited guarantee; proof of purchase which shall be a copy of the delivery ticket or a copy of the invoice, and a statement describing the alleged defect.

Effective Date of Limited Guarantee: (Closing date: for Original Homeowners purchase of the Residence): _____

Address of Residence: _____

Name of Original Homeowner(s): _____

ASSIGNMENT OF LIMITED GUARANTY

1. I, (We) _____ hereby transfer the guarantee of the above described property to _____ upon this closing date _____

2. I, (We) _____ hereby transfer the guarantee of the above described property to _____ upon this closing date _____

3. I, (We) _____ hereby transfer the guarantee of the above described property to _____ upon this closing date _____

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Effective Date Commencing July 1, 1996