

## SPEC MIX® SVM System Limited Warranty

E-Z Mix, Inc. is the leading producer of preblended, cementitious products in Southern California. With two state-of-the-art manufacturing facilities located in Rialto, CA and Sun Valley, CA, E-Z Mix is situated perfectly to serve customers throughout Southern California.

E-Z Mix offers a full line of packaged building material products. Our products include respected national brands such as SPEC MIX® Preblended Mortars, Riverside and CalPortland Cements, CTS Rapid Set Products, PMP Blended Products, and more.

We have an on-site Quality Control and Assurance team that constantly tests our materials to ensure that we are producing only the most consistent and reputable products. Our products are also certified for consistency and integrity by outside agencies and labs, as well as being approved for use by the City of Los Angeles.

E-Z Mix strongly stands by the reliability and performance of the products we manufacture; and therefore, E-Z Mix provides the following Limited Warranty for our SPEC MIX® SVM System subject to the terms, conditions and limitations set forth herein:

### **Covered Products:**

This Limited Warranty applies to the following products (the “**Covered Products**”) for the following time periods:

<b>SPEC MIX® SVM System Products</b>	<b>Years of Limited Warranty</b>
SPEC MIX® SVM Coarse / Fine Over SPEC MIX® Scratch & Brown Fibered <sup>1,2</sup>	15
SPEC MIX® SVM 300 Coarse / Fine Over SPEC MIX® Scratch & Brown Fibered <sup>1,2</sup>	20
SPEC MIX® SVM 500 Coarse / Fine Over SPEC MIX® Scratch & Brown Fibered <sup>1,2</sup>	25
SPEC MIX® TS Platinum Over SPEC MIX® Scratch & Brown Fibered <sup>1,2</sup>	25
SPEC MIX® SVM Coarse / Fine Over Approved One Coat <sup>1,2,3</sup>	15
SPEC MIX® SVM 300 Coarse / Fine Over Approved One Coat <sup>1,2,3</sup>	20
SPEC MIX® SVM 500 Coarse / Fine Over Approved One Coat <sup>1,2,3</sup>	25
SPEC MIX® TS Platinum Over Approved One Coat <sup>1,2,3</sup>	25
SPEC MIX® SVM Coarse / Fine Over Non-Approved Substrates <sup>4</sup>	5
SPEC MIX® SVM 300 Coarse / Fine Over Non-Approved Substrates <sup>4</sup>	10
SPEC MIX® SVM 500 Coarse / Fine Over Non-Approved Substrates <sup>4</sup>	15
SPEC MIX® TS Platinum Over Non-Approved Substrates <sup>4</sup>	15

E-Z Mix offers extended Limited Warranty coverage — up to an **additional five (5) years** — when the following components are used in conjunction with the Covered Products. These extensions may be combined, allowing for a **maximum total extension of up to ten (10) years** when multiple qualifying components (such as footnotes<sup>1</sup> and<sup>2</sup>) are used together.

- 1) **<sup>1</sup>Water and Air Barrier** — Use of a **code-compliant and approved water and air barrier** meeting **ICC-ES AC212 requirements** qualifies for an additional 5-year warranty.

- 2) <sup>2</sup> **PMP Acrylic Concrete Bonder & Fortifier Admix** — When used in accordance with manufacturer guidelines and with an approved One Coat Base Coat or **SPEC MIX® Scratch & Brown Fibered** qualifies for an additional 5-year warranty.
- 3) <sup>3</sup> **Approved One Coat Base Coat**, please contact E-Z Mix Technical Support: tech.support@ezmixinc.com.
- 4) <sup>4</sup> Code-compliant and properly installed lath, fasteners, control joints, and flashing, along with properly prepared substrates — including but not limited to CMU, cement backer board, and poured-in-place concrete — are required for warranty compliance.
- 5) <sup>5</sup> **Angelus Block CMU** — Use of **Angelus Block Co., Inc. concrete masonry unit** as the substrate **qualifies for an additional (10) year warranty**. This extension is independent and cannot be combined with coverage offered by components noted in footnotes<sup>1</sup> or<sup>2</sup>.

#### **Scope of Limited Warranty:**

The Limited Warranty outlined herein only applies to SPEC MIX® SVM System products manufactured by E-Z Mix, Inc. Subject to the conditions and limitations outlined in this document, E-Z Mix, Inc. warrants to the original purchaser that the products listed in the “Covered Products” section of this Limited Warranty will be free from manufacturing defects and, when properly used by an E-Z Mix Approved Installer in the installation of masonry stone veneer systems over a properly prepared and defect-free substrate, such installed Covered Product will not fail or deteriorate under normal usage and circumstances outlined in the technical data sheets for such products. The Limited Warranty applies for the period outlined above under the section captioned “Covered Products.” Furthermore, this Limited Warranty applies if the Covered Product has been applied and installed in strict compliance with E-Z Mix’s most current published instructions and specifications and otherwise in accordance with generally accepted industry standards and guidelines. As used in this Limited Warranty, an “**Approved Installer**” means an installer who is licensed, bonded and authorized to install the Covered Product in the specific geographic locality where the Covered Product is used.

It is the sole and exclusive responsibility of the owner or end-user of the Covered Products to be knowledgeable on the specifications and / or published reports and documents related to SPEC MIX® SVM System products. The Limited Warranty will not apply to systems utilizing any Covered Product if any of the additional products required for proper installation are not used or integrated into the

installation of the system. The Limited Warranty period outlined above shall commence from the original date of purchase from E-Z Mix of the specific material.

**Disclaimers and Exclusions:**

**THIS LIMITED WARRANTY ONLY COVERS SPEC MIX® SVM SYSTEM COVERED PRODUCTS AND DOES NOT COVER ANY OTHER PRODUCTS PRODUCED BY E-Z MIX OR BY ANY OTHER MANUFACTURER OR SUPPLIER. E-Z MIX, INC. DOES NOT WARRANT THE CRAFTMANSHIP, WORK OR OTHER PERFORMANCE OF THE END-USER OR APPLICATOR OF ANY OF E-Z MIX'S PRODUCTS, INCLUDING, BUT NOT LIMITED TO SPEC MIX® SVM SYSTEM COVERED PRODUCTS. THIS LIMITED WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE.**

**E-Z MIX IS NOT LIABLE FOR ASSOCIATED WATER DAMAGE OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSSES DUE TO DELAYS INCURRED BY THE ORIGINAL PURCHASER OR ANY OTHER PARTY.**

**THE LIMITED WARRANTY DOES NOT APPLY TO, AND E-Z MIX SHALL MAKE NO WARRANTIES WITH RESPECT TO, AND E-Z MIX SHALL NOT BE RESPONSIBLE FOR, COVERED PRODUCT DEFECTS OR FAILURES DUE TO (I) STRUCTURAL FAILURE DUE TO INSTALLATION THAT DOES NOT COMPLY WITH STANDARD INDUSTRY PROCEDURES OR PUBLISHED INSTRUCTION, (II) ANY INTENTIONAL MISCONDUCT OR NEGLIGENT ACTS OR OMISSIONS OF THE ORIGINAL PURCHASER, THE INSTALLER (WHETHER OR NOT AN APPROVED INSTALLER), THE END-USER, OR ANY OF THEIR RESPECTIVE AGENTS OR EMPLOYEES, (III) UNAUTHORIZED MODIFICATION, APPLICATION OR INTEGRATION OF A COVERED PRODUCT, (IV) ANY ACT OF GOD OR NATURAL DISASTER OR (V) ABUSE, DAMAGE, ALTERATION, MISUSE OR MISHANDLING (INCLUDING IMPROPER STORAGE, INSTALLATION OR HANDLING) AFTER TITLE PASSES FROM E-Z MIX. ANY DEFECT, FAILURE, OR DETERIORATION OF A COVERED PRODUCT ARISING DUE TO STRUCTURAL MOVEMENT, FAILURE OF THE SUBSTRATE, DAMAGE TO STRUCTURAL ELEMENTS ARE EXPRESSLY DISCLAIMED AND SHALL NOT BE COVERED UNDER THIS LIMITED WARRANTY.**

**Limitation of Liability**

**NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, E-Z MIX SHALL HAVE NO LIABILITY TO ANY PERSON OR ENTITY WITH RESPECT TO ANY COVERED PRODUCT OR UNDER ANY PROVISION OF THIS LIMITED WARRANTY FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING DIMINUTION IN VALUE, BUSINESS INTERRUPTION, LOSS OF FUTURE REVENUE, PROFITS OR INCOME, OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY, WHETHER (I) ARISING OUT OF THIS LIMITED WARRANTY, (II) RELATING TO THE BREACH OR ALLEGED BREACH OF THIS LIMITED WARRANTY OR (III) ARISING OUT OF ANY OTHER CONTRACT THEORY, NEGLIGENCE OR OTHER TORT OR OTHERWISE.**

**NOTWITHSTANDING ANY PROVISION IN THIS LIMITED WARRANTY TO THE CONTRARY, E-Z MIX'S AGGREGATE LIABILITY FOR ALL LOSSES, DAMAGES, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTION OR OTHERWISE IN CONNECTION WITH ANY COVERED PRODUCT OR THIS LIMITED WARRANTY SHALL**

**IN NO EVENT WHATSOEVER EXCEED (I) THE PURCHASE PRICE PAID FOR THE DEFECTIVE OR FAILED COVERED PRODUCT OR (II) ONLY IF E-Z MIX ELECTS TO REPAIR OR REPLACE THE COVERED PRODUCT, THE COST TO RETURN THE COVERED PRODUCT TO ITS COMMERCIALY ACCEPTED STANDARD AS SET FORTH BELOW IN THE SECTION CAPTIONED "SOLE AND EXCLUSIVE REMEDY."**

**Sole and Exclusive Remedy:**

As the sole and exclusive remedy under this Limited Warranty for a defect or failure of a Covered Product verified by E-Z Mix, E-Z Mix's sole obligation will be, at E-Z Mix's option, (i) to repair or replace, at its discretion, the affected area of the system or (ii) to refund the purchase price paid for such defective or failed Covered Product. For the avoidance of doubt, any remedy in respect of a Covered Product is subject to verification by E-Z Mix of the alleged defect or failure of a Covered Product. In the event that E-Z Mix verifies the alleged defect or failure and elects to repair or replace the affected area, (a) E-Z Mix's obligation will be to use commercially reasonable efforts to return its products to a commercially accepted standard and, in that instance, the cost of the repair or replacement assumed by E-Z Mix includes direct labor and E-Z Mix produced materials, but will in no event exceed the original square foot cost of the portion of the SPEC MIX® SVM System containing the defective or failed Covered Product. E-Z Mix reserves the right to utilize a contractor of its choice to perform the repair or replacement work for the specified defective area. The remedies set forth in this sub-section are the only remedies available to claimant (including any person claiming through E-Z Mix's customer) for breach of warranty.

**Severability:**

If, for any reason, any portion of this Limited Warranty or provision hereof is determined by an arbitrator or court of competent jurisdiction to be illegal, unenforceable or otherwise invalid, the portion deemed as illegal, unenforceable or invalid shall not affect the enforceability of the remainder of the Limited Warranty, and all other provisions of this Limited Warranty shall remain in full force and effect.

**Technical Assistance and Warranty Requirements:**

For more details regarding installation requirements or technical data please visit [www.ezmixinc.com/SVMS](http://www.ezmixinc.com/SVMS) or call 909-874-7656.

Technical Note --- *Efflorescence is a customary occurrence when utilizing Portland or Type II/V cement mortars. It does not constitute a defective condition of or in the mortar.*

**Claim Procedure:**

To submit a claim under this warranty, you must notify E-Z Mix within thirty (30) days of the discovery of a Covered Product defect. Your claim must be submitted in writing to:

E-Z Mix, Inc.  
Attn: Quality Management Department  
3355 S. Industrial Drive  
Rialto, CA 92316

Include all information related to the alleged defect. Proof of product purchase is required with any claim.

E-Z Mix shall be allowed appropriate time to evaluate the claim and to verify the failure or defect of a Covered Product. E-Z Mix shall be allowed to physically inspect any project with a claim pending and remove any samples that E-Z Mix, in its sole discretion, deems necessary to evaluate the validity of the claim and to determine if there is a defect or failure and the cause of said defect or failure. If need be, the owner will be responsible for, and will undertake, any necessary repairs to avoid any further damage to the affected area with the Covered Product.

If a limited warranty claim is approved by E-Z Mix for a Covered Product, E-Z Mix will notify the claimant through a written limited warranty approval for the product.

#### **Dispute Resolution:**

Any dispute, claim or controversy arising out of or relating to this Limited Warranty, any Covered Product or the breach, termination, enforcement, interpretation or validity hereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Los Angeles, California, before one arbitrator [who shall be an attorney at law and an experienced construction arbitrator] and not by a jury in a court of law. The arbitration shall be administered by the American Arbitration Association under its Construction Industry Arbitration Rules (the "Rules"). Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Unless prohibited by applicable law, this agreement to arbitrate is also specifically intended to provide for final and binding arbitration of claims that could be asserted under all state and federal laws and under any contract, tort or other theory. By ordering and accepting the Covered Product, Claimant specifically agrees to arbitrate all such claims under the procedure set forth in the preceding paragraph and not through a court of law. This agreement to arbitrate is further intended to apply to any claim claimant may have against any of E-Z Mix's owners, officers, directors, employees, agents, managing agents, or any of its affiliated or related entities, as well as to any claims that E-Z Mix or any such persons or entities may have against claimant in respect of this Limited Warranty.

The claimant and E-Z Mix shall each bear one-half of the fees and costs of the arbitration, including the compensation of the Arbitrator and all administrative expenses. Each of the claimant and E-Z Mix may be represented by their own respective attorneys in the arbitration proceeding and, except as may otherwise be expressly required by law, shall be responsible for their own respective attorneys' fees and costs incurred in presenting their case to the Arbitrator.

The Arbitrator shall render a written award within thirty (30) days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the parties. The Arbitrator shall have the authority to compel the production of documents or records in the possession of third parties, as well as the authority to order the appearance of non-party witnesses at depositions and the arbitration hearing. In addition, each of the claimant and E-Z Mix shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not authorized or are excessive.

This agreement to arbitrate is made under the Federal Arbitration Act and shall be interpreted and construed in accordance with the law and procedures developed under that statute. To the extent that the Federal Arbitration Act is inapplicable or does not apply to a particular claim or claims, the California Arbitration Act shall govern the interpretation and enforcement of this agreement to arbitrate.

**Entire Agreement; No Modifications:**

This Limited Warranty (including, without limitation, the agreement to arbitrate thereunder) supersedes all prior agreements or understandings between the claimant and E-Z Mix concerning the subject matter hereof and constitutes the entire agreement between such parties with respect to the subject matter of this Limited Warranty. This Limited Warranty may be modified or superseded only by a written agreement (i) that is duly executed by the claimant and an authorized officer of E-Z Mix and (ii) that clearly and specifically references this Limited Warranty and the intention of the parties thereto to amend, modify or supplement any of the terms or conditions of this Limited Warranty.