

# ROCHESTER CONCRETE PRODUCTS, LLC LIMITED TEN-YEAR WARRANTY

Thank you for choosing Rochester Concrete Products, LLC ("RCP") products.

**IMPORTANT NOTICE:** Read this entire RCP Limited Ten-Year Warranty and Limitation of Liability ("Limited Warranty"). It is important that the warranted products be properly installed and maintained in order for them to function successfully throughout the duration of this Limited Warranty. Depending on the product's application, installation guides can be found at [www.rochesterpcp.com](http://www.rochesterpcp.com). It is also important for your installer to carefully review the technical information, including specifications, for the chosen use of your RCP products as it may be the responsibility of the installer or design engineer to provide independent soil testing, quality assurance inspection, testing, and design services necessary to insure a safe and functional application.

This Limited Warranty applies only to RCP products that are purchased and used as part of Rockwood Retaining Wall Systems installed in commercial, governmental, or multi-residential facilities within the United States, subject to the stated conditions and limitations. This Limited Warranty does not extend to any current or future products distributed, but not manufactured, by RCP. This Limited Warranty applies only to RCP's products and not to the system into which they may be placed. Nor does this Limited Warranty cover RCP products used in owner-occupied single-family homes.

## LIMITED TEN-YEAR WARRANTY FOR RCP PRODUCTS INSTALLED AS A PART OF A ROCKWOOD WALL OR HARDSCAPE SYSTEM

RCP warrants that its products will be free from defects for ten years from the date of sale. If RCP is given prompt notice of a defect, it shall, at its sole option: (1) repair or replace the defective product(s), or (2) refund the original purchase price of the defective product(s). If RCP elects to repair the defect, it shall be responsible for the labor to accomplish the repair. If RCP elects to replace the defective product(s), its obligation is to deliver suitable replacement product to owner's property. This Limited Ten-Year Warranty is transferrable.

## LIMITATION OF LIABILITY

This Limited Warranty sets forth the maximum liability for our products. IN NO EVENT (INCLUDING WHERE THIS LIMITED WARRANTY IS DEEMED NOT TO APPLY TO THE SALE OR PRODUCT IN QUESTION) SHALL RCP, GLS INDUSTRIES, INC., OR ROCKWOOD RETAINING WALLS, INC. BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION OR USE OF ANY RCP PRODUCTS. Some states do not allow the exclusion or limitation of incidental or consequential damages for consumers, so the above limitation or exclusion may not apply to you.

## LIMITATION OF WARRANTY

RCP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

## DISCLAIMER - WHAT THIS LIMITED WARRANTY DOES NOT COVER

RCP is not responsible for or makes no warranty as to:

1. Product failure, loss or damage due to:
  - Normal wear and tear;
  - Damage due to improper handling and repeated or extended contact with chemicals, such as deicers;
  - Products improperly installed or maintained;
  - Acts of God;
  - Structural settlement, movement or vibration;
  - Products that have not been paid for in full.
2. Minor imperfections
  - Minor imperfections that do not affect the product's structural integrity;
  - Variations in product texture or color;
  - Efflorescence;
  - Minor imperfections in shape, appearance, or dimensions covered by ASTM C1372.

## CONDITIONS OF WARRANTY - WHAT YOU MUST DO TO RECOVER UNDER THIS LIMITED WARRANTY

### Prompt Notice of Defect:

Within the warranty period, you must promptly, and in no case more than one (1) year after any defect or other basis of a claim covered by this Limited Warranty is discovered or should have been discovered, notify RCP of the defect. Any claims otherwise covered by this Limited Warranty, but for which RCP did not receive notice of the defect within one (1) year from the time the problem first became known shall be barred.

## LIMITED WARRANTY CLAIM PROCEDURE

Claims under this Limited Warranty may be made in writing to RCP at 7200 N. Broadway, Rochester, MN, 55906. Claims should include the following information:

1. Claimant's name, address, and phone number and the installation address (if different);
2. A description of the product, purchase price, date and location of purchase, and copies of invoices, if available;
3. A description of the defect(s) (photos are required); and
4. A brief summary of attempts made to address the concerns.

## NO STATEMENT OF USEFUL LIFE

This Limited Warranty is not a statement of the useful life of any RCP products.

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7200 N. Broadway, Rochester, MN 55906  
Phone: 507-288-8850 • Fax: 507-424-4697  
[www.rochesterpcp.com](http://www.rochesterpcp.com)

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