



## **GENERAL PRODUCT WARRANTY**

Kistner Concrete Products, Inc. hereby warrants any product manufactured by it to be free of all defects in material and workmanship for a period of one year from the date of delivery of the product from the premises of KISTNER CONCRETE PRODUCTS, INC. In the event of any malfunction or defect discovered within the one-year period specified in the preceding sentence, KISTNER CONCRETE PRODUCTS, INC., at its option, and within 30 days after receiving notice of malfunction or defect, will (1) repair the product or (2) replace it free of charge or (3) refund the purchase price received by KISTNER CONCRETE PRODUCTS, INC. at the time of the sale of the product. Notice of any malfunction or defect must be given in writing to KISTNER CONCRETE PRODUCTS, INC. within ten days of the time the defect becomes apparent or this warranty shall be null and void. This warranty does not apply to any defects caused by negligence (unless it is caused solely by the negligence of KISTNER CONCRETE PRODUCTS, INC., its agents or employees), or the misuse or the mishandling or abuse of the product, whether accidental or intentional. This express warranty excludes all implied warranties, KISTNER CONCRETE PRODUCTS, INC. shall in no event be liable for damages for a breach of warranty in any amount exceeding the purchase price of the product.

KISTNER CONCRETE PRODUCTS, INC. EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND DISCLAIMS ALL LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGE. THE REMEDY PROVIDED FOR HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF THE

**BUYER, AND RIGHT OF THE BUYER TO CONSEQUENTIAL AND INCIDENTAL DAMAGES  
BEING EXCLUDED.**

**Notice: Kistner Concrete Products Inc. manufactures quality precast concrete  
products. Please note that minor chips, spalls and hairline cracks occur naturally with  
concrete and are not considered quality defects.**