



5909 Baker Road, Suite 550, Minnetonka, MN 55345 (800) 433-8453

**WESTILE BALLAST PAVER  
10 YEAR LIMITED MATERIAL WARRANTY**

**1. SCOPE & PERIOD.**

Westile (hereinafter "Distributor") provides a limited warranty (the "Warranty") against failure of its interlocking extruded concrete paver ("Ballast Paver") for a period of ten (10) years, subject to the following:

- a. The term "failure" is defined as not maintaining either:
  - (i) Flexural strength as defined and tested per ASTM C293 or
  - (ii) Absorption as defined and tested per ASTM C140.
- b. This Warranty shall further:
  - (i) Extend for a period of ten (10) years from the date the signed copy of this Warranty is returned to the Distributor ("Warranty Period");
  - (ii) Be for the exclusive benefit of the owner of the Roof when the Ballast Paver is first installed (the "Owner"); and
  - (iii) May not be assigned.
- c. The parties agree that the Owner's sole and exclusive remedy against Distributor shall be for the replacement of any failed Ballast Paver, excluding labor.
- d. Upon proper notice of a failure of a Ballast Paver, the Owner authorizes Distributor or any of Distributor's authorized agents or representatives to investigate the noticed problem. Should such investigation reveal that the problem is to be outside the scope of this Warranty, then the resulting investigation and repair costs, if any, will be borne by the Owner. By Owner's acceptance hereof, Owner agrees to pay for such investigation and repair costs, if any, and to hold Distributor harmless therefrom. Should such investigation reveal the problem to be within the scope of this Warranty, then Distributor will bear the cost of such investigation, as well as the repair and/or replacement costs incurred, pursuant to this Warranty.
- e. Distributor will not be liable in any respect for any damage to the building described herein, any contents thereof, or other property or person. Nor will it be liable for any incidental or consequential damages, whether based on negligence or otherwise. The provisions of this Warranty shall constitute the Owner's sole and exclusive remedy at law or in equity.

**2. Conditions**

This Warranty becomes effective when all of the following have been met in Distributor's sole discretion:

- a. The Ballast Pavers have been properly installed;
- b. The Roof has proper Ballast Paver coverage and application; and
- c. This Warranty has been properly executed by duly authorized representatives of Owner and Distributor.

Distributor's failure at any time to enforce any of the terms and conditions stated herein shall not constitute a waiver of such provision.

**3. Exclusions**

This Warranty excludes all products not supplied by Distributor and all defects, failures, or damages not expressly covered above in Section 1, including, but not limited to, damages caused by:

- a. Abuse or abnormal use;
- b. Natural disaster including but not limited to floods, tornadoes, lightning, earthquakes, hail, windstorms, and hurricanes;
- c. Inadequate or faulty structure design;
- d. Improper installation;
- e. Excessive bearing loads;
- f. Vandalism or malicious mischief;
- g. Lack of reasonable care by owner in maintaining the roof;
- h. Chemical action regardless of the origin of the chemical; and/or
- i. Lack of positive drainage for at least a continuous (48) hour period during any given period.

**THE WARRANTIES IN THIS LIMITED WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO THE BALLAST PAVERS. THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE BALLAST PAVERS SUPPLIED BY DISTRIBUTOR, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED AND DISTRIBUTOR SHALL HAVE NO LIABILITY THEREFOR, NOTWITHSTANDING (1) DISTRIBUTOR'S ACTUAL KNOWLEDGE OF ANY INTENDED USE OF THE BALLAST PAVER OR (2) ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY DISTRIBUTOR CONCERNING THE DESIGN, MANUFACTURE, FABRICATION, SALE, USE, INSTALLATION, OR PROVISION OF THE BALLAST PAVER. NO STATEMENT, CONDUCT, OR DESCRIPTION BY DISTRIBUTOR OR ITS EMPLOYEES OR OTHER REPRESENTATIVES, IN ADDITION TO OR BEYOND THIS LIMITED WARRANTY SHALL CONSTITUTE A WARRANTY.**

**OWNER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY, AND THE SOLE AND EXCLUSIVE OBLIGATION OF DISTRIBUTOR WITH RESPECT TO ANY CLAIMS FOR BREACH OF THIS LIMITED WARRANTY, SHALL BE THE REPLACEMENT OF THE DEFECTIVE BALLAST PAVER(S) WITH NON-DEFECTIVE BALLAST PAVER, AS APPLICABLE, IN THE SAME QUANTITY AND AS CLOSE TO THE SAME TYPE AS IS COMMERCIALY REASONABLE AND PRACTICABLE, AT THE ORIGINAL POINT OF DELIVERY. IN NO EVENT SHALL DISTRIBUTOR BE**



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**LIABLE FOR ANY OTHER TYPES OF DAMAGES, INCLUDING, BUT NOT LIMITED TO: LOST PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO REPUTATION, SPECIAL DAMAGES, INDIRECT DAMAGES, DELAY DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, CONSEQUENTIAL DAMAGES, OR INCIDENTAL DAMAGES.**

This Warranty is provided with the understanding that the products covered by it are NOT for use primarily for personal, family, or household purposes. To the extent that such understanding is incorrect or inaccurate in any way, this Warranty is void.

Some states do not allow the exclusion or limitation of implied warranties or certain types of damages; so, the above limitations and exclusions may not apply.

**4. Claims.**

Every claim for breach under this Warranty shall be void unless it is (i) made in writing to Distributor and postmarked within thirty (30) business days of the date the Ballast Paver failed to perform as warranted and (ii) it is received by Distributor within the Warranty Period. All claims shall be sent to:

**Westile  
Attn: Warranty Claims Dept.  
5909 Baker Road Suite 550  
Minnetonka, MN 55345**

No claim under this Warranty shall be valid unless Westile is given a meaningful and reasonable opportunity to inspect the allegedly defective Ballast Paver and its installation at the site, which shall include, but not be limited to, taking of any samples of any portion of the Ballast Paver alleged to be defective.

Name of Owner:

Address of Property:

City: State:

Zip:

Name of Builder:

Name of Paver Installation Contractor:

Date of Paver Installation:

Color:

Warranty Registration Number:

Revised December 2017