

## ProFlow™ Permeable Paver Limited Warranty

Thank you for purchasing our ProFlow Permeable Paver setts. We are confident you will be happy with the quality and performance of our products and we are proud to offer to the original purchaser a non-transferable 20 Year Limited warranty. Please refer to our terms and conditions for details.

### Terms and Conditions:

ProFlow Permeable Paver™ warrants that at the time of sale by an authorised dealer, the components of the ProFlow Permeable Pavers™ to be free of defects in material and workmanship for 20 years in accordance with the terms. This will cover material defects resulting in failure of the paver sets for residential and commercial applications. THIS LIMITED WARRANTY IS ISSUED IN LIEU OF EVERY OTHER EXPRESSED AND ALSO IMPLIED WARRANTIES, COUNTING THE WARRANTY OF FITNESS, AS WELL AS EXPRESSLY OMITTS LIABILITY FOR ANY CONSEQUENTIAL DAMAGES.

The terms of this warranty state that when used in applications and installed per ProFlow Permeable Paver™. manufacturer instructions and as suggested on the blacklocustlumber.-com website, our Pro Flow Permeable Paver™ setts are guaranteed to resist rot for 20 years from original purchase date.

This warranty does not cover damages from improper installation, abuse, alteration, disasters, misuse and treatment in manner other than as intended. This warranty does not cover costs of removal, installation, reinstallation, installation tools, and assumes no loss of use, liability for incidental or consequential damages. No claims shall be accepted for the following reasons: cupping, checking, splitting, twisting, shrinking, staining, warping, discoloration, mould, fungus, or insect attack. The design and build must include adequate permeability for rainwater storage. Documentation should be presented at time of claim showing that the grounds were designed and inspected by a licensed soil engineer who is licensed for install in paver location. Only permeable joint fillers are allowed. Cement, concrete, polymeric sand, or other non permeable joint fillers will void the warranty.

Any claims must be submitted in writing to ProFlow Permeable Pavers™. Material must be installed at location of original delivery address unless previously agreed upon in writing. Installation shall only contain paver setts purchased from an authorised ProFlow Permeable Pavers™, unless previous written acceptance of notification is obtained from ProFlow Permeable Pavers™ no later than 7 days from original purchase date. If jobsite is to contain permeable pavers from prior suppliers, post suppliers or mixed sources; prior jobsite photo documentation and verified written notification to ProFlow Permeable Pavers™ shall be made stating that the paver setts to be warranted is in proximity to paver setts purchased from other suppliers. ProFlow Permeable Pavers, reserves the right to demand and require further documentation of jobsite uses if deemed necessary to clarify location of proximity of ProFlow Permeable Paver material used from other sources.

Through purchase, the customer agrees and accepts that any and all claims shall be limited to the original purchase price of the product, less shipping cost. Purchaser agrees to supply

ProFlow Permeable Pavers™ adequate high-resolution photographs and sample documentation of claimed material said to be affected by rot.

This warranty does not cover damages from improper application, abuse, alteration, disasters, misuse and treatment in a manner other than as intended. Warrantor's lone obligation is limited to replacement of the setts and Warrantor shall have no further liability or obligation except as purposely stated in this document. This warranty does not cover costs of removal, installation, reinstallation, installation tools, and assumes no loss of use, liability for incidental or consequential damages.

Failure to follow the instructions, requirements and recommendations or warnings provided with the ProFlow Permeable Pavers™ shall make the warranty invalid. ProFlow Permeable Pavers™ reserves the right to investigate any claim. Using this product must comply with all local zoning and/or building codes. ProFlow Permeable Pavers™, does not assume any risk or liability associated with the use of ProFlow Permeable Pavers™. Wearing proper safety equipment and other necessary precautions should be taken to ensure the safety of everyone involved in the project

25YEAR LIMITED paver WARRANTY, hereafter "Warrantor", warrants that ProFlow Permeable Pavers™.

When originally purchased directly or from an authorised paver distributor, dealer or Contractor; and When used in normal applications and service conditions; and When installed in accordance with ProFlow Permeable Pavers™. paver "Best Practices", will not suffer structural damage from insect infestation or fungal decay for a period of 25 years from the date of the original purchase from an authorised ProFlow Permeable Pavers™.distributor or dealer. ProFlow Permeable Pavers™. reserves the right to have a representative inspect the material. Purchaser's sole remedy for any claim whatsoever, whether in contract, warranty, tort, or strict liability, arising from the use, storage, or possession of ProFlow Permeable Pavers™. paver including without limitation any claim that ProFlow Permeable Pavers™. paver failed to perform as warranted above, shall only be the replacement of the specific ProFlow Permeable Pavers™. paver that were affected.

This warranty does not cover and ProFlow Permeable Pavers™. shall not be liable for the following...

Damage caused by a natural change in physical properties of ProFlow Permeable Pavers™. paver beyond the control of the Warrantor;

Damage to ProFlow Permeable Pavers™. resulting from an unstable substructure, improper design and/or improper installation by any third party;

Any damage or failure caused by the improper use of sealants, stains, paints or varnishes not recommended by ProFlow Permeable Pavers™.

Any and all costs associated with delivery, installation, removal, or disposal of ProFlow Permeable Pavers™.

Any and all in, ground contact or submersed applications of ProFlow Permeable Pavers™.

Any and all damage and structure failure caused by fungal decay and insect attack.

The term “fungal decay” as used in this limited warranty means attack by wood-destroying-fungi that disintegrate the wood cell walls but excludes surface mould associated with the “weathering” of wood. The term “insect attack” does not include Formosan termites or wood-boring insects which do not ingest the wood such as carpenter Bees. For a limited warranty to be in force a state-licensed insect control exterminating firm, must complete bi-annual site inspections and provide the necessary treatments. These inspections along with written inspectors reports plus photographs, along with listed chemical treatments must be forward to ProFlow Permeable Pavers™. on a bi-annual basis. A copy of the signed service control must also be provided and updated yearly.

Warrantor does not warrant that, and Purchaser is solely responsible for, determining whether ProFlow Permeable Pavers™. decking meets the requirements of any applicable safety code or similar regulation. Warrantor shall not be liable for installation, removal or reinstallation costs or for any indirect, punitive, exemplary or consequential damages of any kind whatsoever.

No person or entity is authorised by Warrantor to make, and Warrantor shall not be bound by, any statement or representation as to the quality or performance of ProFlow Permeable-Pavers™. decking other than contained in this warranty.

THE FOREGOING WARRANTY ISEXCLUSIVEANDIN LIEU OF ANYANDALL OTHER WARRANTIESWITH RESPECT TO ProFlow Permeable Pavers™. DECKING AND THEREARE NO OTHER WARRANTIESWHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANYIMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THISWARRANTY ISGOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA, ANDANY CLAIMASSERTEDUNDER THISWARRANTY MUSTBEPURSUED EXCLUSIVE-LYIN THE COURTS OF THE STATE OF NORTH CAROLINA.

To initiate the claim process, the owner must send this warranty certificate, along with the original purchase invoice indicating the date, dimension, grade Black Locust purchased from an authorised ProFlow Permeable Pavers™. wholesaler, dealer directly to ProFlow Permeable Pavers™. Claims Department.

There are no oral promises or representations collateral to or affecting this warranty and it may not be altered except in a written instrument signed by both Warrantor and buyer. Some states do not allow limitation on how long an implied warranty lasts and/or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may

not apply to you. This warranty is only valid in the contiguous 48 states. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. To be eligible to make a warranty claim from an authorized ProFlow Permeable Pavers™ dealer you must properly register and submit the online warranty registration form at [blacklocustlumber.com](http://blacklocustlumber.com) within 45 days of purchase.

Trusted - by thousands -

Warranty Registration

To be eligible to make a warranty claim you must purchase from an authorized ProFlow Permeable Pavers™ dealer/reseller;

you must properly register and submit the online warranty registration form at [blacklocustlumber.com](http://blacklocustlumber.com) within 45 days of purchase. **Make Your Claim**

Prepare a letter with the following information for the replacement product: your online warranty registration form receipt that was emailed to you after registration proof of purchase (copy of receipt), and reason for the claim Please email to [sales@bllpro.com](mailto:sales@bllpro.com). This warranty is subject to revision without notice. ProFlow Permeable Pavers™ liability is limited to the original purchase price of this product.