



BRECK'S PAVING STANDARD LIMITED WARRANTY

All work performed comes with a standard one-year workmanship & materials warranty from the date of completion.

This Standard Limited Warranty applies and is limited as follows:

1. Breck's Paving must be notified immediately in writing within ten (10) days of first knowledge of defect by owner or his agent. If after inspection Breck's Paving determines the condition of the claim is covered under the terms of this warranty, we will provide enough material and labor to properly repair the affected area within a reasonable period. The forgoing will be the only remedy for the property covered. The supplying of all replacement material and labor will not extend the current warranty for the property covered.
2. The property must remain in the possession of the original owner.
3. The driveway has not been subject to accident, misuse, or abuse.
4. The driveway that has not been modified, altered, defaced, or had repairs made or attempted by others.

The warranty excludes:

- Cracking or settling of pavement caused by sub-surface ground conditions, puddles on surface with less than 1.5 percent grade and normal wear and tear. Any such area determined to fall within the warranty parameters will be repaired according to industry standards. The repair will be patched and will be visible.
- Acts of nature (cracks, breakage, settling, heaving or unraveling). Pyrites are sometimes found in the stone or aggregate used to make asphalt. Water can penetrate asphalt and if it contains Pyrites, they will get wet and begin to rust. The rust stain eventually comes to the surface causing brown spots/streaks in the asphalt. We recommend sealcoating driveway within one year of installation. Sealcoating the pavement will slow down the rusting of pyrites by preventing some of the water from entering the pavement.
- Asphalt failure due to shifting of underground wires, utilities, culverts, weeds, ground movement, drought or compaction of the earth's soils, root systems of surrounding trees/landscaping, oxidation through ultraviolet rays, and ground water under pavement causing undue moisture of pavement base.
- Cracking or breaking near edges caused by excessive weight or repetitive driving near unsupported edges. Standard 2"-2-1/2" thickness is adequate for most cars and small trucks. Thickness of 3"-4" should be considered and not limited to motorhomes, campers, trucks with trailers, delivery trucks, construction/farm equipment, etc.
- Damage caused by impact or exposure to/from any foreign substance or other mistreatment of paved surface such as but not limited to: motorcycle stands, dumpsters, jacks, kick stands and even things like lawn chairs. Oil or gas spills that damage asphalt not covered under any warranty.
- All warranties void if excavation and sub-base work was completed by another company.

Under no circumstances shall Breck's Paving be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of an installation or materials defect.

Thank you,

Breck's Paving