



## COMMERCIAL LIMITED WARRANTY DETAILS

- A. Rhinoroc Surfacing warrants that materials used shall be free from defects for a period covering Two to Five (2-5) years as indicated on your agreement, starting from the date of project completion. Rhinoroc Surfacing also warrants that the labour element and workmanship of the project will also be covered for a period of Two to Five (2-5) years as indicated on your agreement, starting from the date of the project completion and acceptance by the Client.
- B. To obtain a full Five (5) year warranty which include material and workman ship, Client agrees to reseal the project(s) surface on the second anniversary from the date of project completion, within fifteen days plus or minus from the original project completion date. Failing to reseal will immediately null and void the Five (5) year warranty and revert to a maximum of Two (2) years on product and workmanship.
- C. The warranty contained herewith is Rhinoroc Surfacing's sole warranty in respect of the product, and any other warranties, expressed or implied, are void. This does not and will not affect the Client's statutory rights in any way.
- D. The Client and Rhinoroc Surfacing, in lieu of all other remedies against Rhinoroc Surfacing which the Client might otherwise have, to include but not limited to consequential damages, direct damages, and further that Rhinoroc Surfacing sole obligations hereunder are limited to the repair or replacement of defective materials. If the same material is not available, Rhinoroc Surfacing reserves the right to supply materials of a similar grade, colour and quality.
- E. Unless reasonable written notice of a warranty claim is provided to Rhinoroc Surfacing by the Client, all claims shall be barred. Reasonable notice is defined as written notice being received by the Rhinoroc Surfacing within fifteen (15) days of the earlier date, when the defect was either discovered or should have been discovered with reasonable diligence being observed.
- F. The warranty contained in this section does not cover normal wear and tear, gloss reduction and fading from use or exposure to sunlight, slight colour variations from samples or brochures, temporary yellowing, seams from multi-day installations or design work, stains, cuts, burns, gouges, and indentations caused by abusive conduct or lack of maintenance, variations in finished grade, cracking, shrinking, shifting or lifting of the substrate over which the Rhinoroc Surfacing product has been installed.
- G. Rhinoroc Surfacing shall not be responsible for animal or human traffic on the installed product during the curing process. Any cost to re-work the area covered due to third party traffic during the curing process, shall be solely at the expense of the Client and not Rhinoroc Surfacing Inc.
- H. Rhinoroc Surfacing and the Client agree that the price stated in the Acknowledgment of Order is consideration in limiting liability of Rhinoroc Surfacing Inc.
- I. Rhinoroc commercial playground surfaces will remain resilient and perform within the requirements of the C.S.A. Z614 and A.S.T.M. F-1292 for the warranty period when field tested with a Triax 2000 or approved equivalent instrument from the same drop heights and locations tested at the time of the initial installation. The results of the drop tests at time of installation must provide a G-max less than 200 and HIC less than 1000 for the noted fall heights when field tested with a Triax 2000 or approved equivalent instrument.

**THIS WARRANTY IS NOT TRANSFERABLE**