

RUBCORP SURFACING SYSTEM

Residential Warranty

The "Manufacturer" warrants that the Rubcorp Distribution LLC materials shall be free from defects for a period one (1) year starting from the date of project completion. The "Installation Company" additionally warrants the labor and workmanship provided in the process of installing the "Manufacturer" materials will be covered for a period of five (5) years beginning on the date of the project completion and expressed acceptance by the Purchaser.

The warranty contained herein is the Manufacturer/Seller sole warranty with respect to the installed system and renders void any other expressed, implied, or assumed warranties. This document will have no bearing on the consumer rights as locally mandated.

The Manufacturer/Seller, in lieu of all other consequential and direct damages as posed prior to expressed acceptance by the Purchaser, accepts obligations solely limited to the repair or replacement of defective materials. If duplicate material is not reasonably available, the Manufacturer/Seller reserves the right to supply materials of similar grade, color, and quality.

Reasonable written notice of a warranty claim must be provided to the Manufacturer/Seller by the Purchaser, and failure to do so shall render the claim barred. Reasonable notice is defined as written notice being received by the Manufacturer/Seller within five (5) business days earlier of, when the defect was discovered or should have been discovered with appropriate diligence in observance.

The warranty herein does not cover normal wear and tear, gloss reduction, basic fading from use or exposure, color variations from samples or brochures, temporary yellowing, seams from multi-day installations or design work, cuts, burns, gouges, and indentations caused by non-compliant conduct, variations in grade, cracking, shifting, or lifting of the substrate over which or tangent to the substrate covered by the surfacing system installations.

The Manufacturer/Seller shall not be responsible for animal or human traffic on the installed product during the curing process. The cost of re-work or repair required due to third party traffic during the curing process shall be the sole responsibility of the Purchaser.

The Manufacturer/Seller and the Purchaser agree the stated price of final invoice in the Purchasing Agreement, Sales Order, Acknowledgment of Order, or notional equivalent is consideration in limiting liability of the Manufacturer/Seller.

Written warranty claims made relative to manufacturer materials or system installation failures shall be accompanied by documented observable adherence to the recommended Rubcorp Cleaning and Maintenance Guidelines. Evidence obtained through inspection or testing to the contrary will render any claims as void and will incur no responsibility in labor, liability, or monetary equivalent of the Manufacturer/Seller.

Manufacturer materials and Installations specified in writing prior to accepted Purchase Agreement, provided for commercial playground purpose will remain compliant and perform according to requirements of ASTM F1292 current standards at the time of expressed acceptance. The noted warranty period at the time of field testing using the "Triax 2000" or approved equivalent instrument from drop heights and locations as dictated at the completion of initial installation. The results of testing shall be in compliance with given standards upon the completion of initial installation.