

One Year Limited Workmanship Warranty and Terms and Conditions

[Page 1 of 2]

Summary: Rubiks Construction provides a workmanship warranty of one year from the date of project completion. Warranty does not cover acts of God or damages caused directly from abuse outside of normal usage. Random cracking of exterior and interior concrete may occur and may be expected at any point during its lifetime. If settling causes cracks that exceed 3/8 of an inch in width within the first year, it will be considered for treatment. Any treatment methods and scheduling are at the discretion of Rubiks Construction. Nothing more than foot traffic is acceptable until concrete is fully cured after 28 days from placement. If we are presented with an issue that exceeds the regular industry standard, we may repair or replace affected area, as determined at the sole discretion of Rubiks Construction. Notice is given that all repairs are promised to return the subject to its as built integrity – not to its as-built appearance. No warranty is expressed or implied regarding the cosmetics of the repair. The subject's appearance will be considered secondary to its long-term functionality and durability. Concrete can be damaged by number of factors beyond Rubiks Construction's control. Damage from wear and tear, de-icers, chemicals, equipment, vehicles and other machinery and equipment are out of Rubiks Construction's control and are not covered by this One Year Limited Workmanship Warranty.

Cracks: Concrete may crack. We don't like it either but it might happen so we cannot guarantee that concrete will not crack, even if all precautions have been taken. Where specified by engineering or general industry standards, steel rebar is used to reinforce concrete slabs. Control joints are cut into the concrete slab surface as a precaution. However, even with control joints in, and proper reinforcement, cracks may still occur. We make every effort during prep, place and finish process to prevent cracking. A crack that is 3/8 of an inch or less (height or gap) is not considered a warranty item.

Flaking/spalling or Popping: While concrete is very durable, it is not always without flaws. Harsh weather may cause the surface of concrete to flake/spall /pop or stone(s) to become exposed, however this does not compromise the integrity of the slab. Rubiks Construction may repair or replace the impacted area if a minimum of 30% of the total work area is flaked/spalled or popped, except for driveway approaches due to overspray during winter months. If repair or replacement is required, we will do so only to affected area. Remedy chosen would be at discretion of Rubiks Construction. If issue appears to be from any intentional or unintentional use of salts or surface abrasion, the warranty is void.

Settling: Concrete may settle and shift. No matter how well we compact the soil and gravel base, settlement of concrete slabs may occur. Due to our inability to control soils below our compacted base, we do not warrant for shifting & settling.

Frost Heave & Cracking: Alberta is in a severe weather region. Throughout the winter there are many freeze-thaw cycles. During these freeze-thaw cycles it is possible that concrete will heave and most likely settle back to its normal elevation again. Concrete is susceptible to cracking during a frost heave and therefore it's not a warranty item.

Discolouration: When placing new concrete, it is not possible to match the exact colour of the existing concrete surface. If you are considering replacing only a section of an existing concrete surface or adding to it, please keep in mind that color difference will exist. Every concrete mix design is different and will impact colour and shade of a finished surface. At certain times during the cure process concrete can lose its colour uniformity, this is normal and can be a result of significant ambient temperature fluctuations, sun and shade exposure, concrete mix structure, additives to formulate mixture that meets standards or tarping to prevent concrete freezing. Discoloration does not impact structural integrity of concrete surface and is not warranty item.

Landscaping: if there is an existing landscaping in the area of or in the access route to where concrete is being placed, Rubiks Construction will attempt to preserve existing landscaping/sod but is not responsible for restoration to original condition.

General: if bricks, siding, or exterior finishing/materials resting on the concrete that is being removed, Rubiks Construction will not be responsible to remedy the damage that occurs as a result of concrete cutting, drilling, removal, or finishing unless agreed otherwise in advance and outlined in the estimate.

This warranty does not apply to, and is waived by the client as to, any construction work that has been subjected to an accident, misuse and/or abuse, nor does it apply to any construction work that has been modified, altered, defaced, and/or had repairs made/attempted by the client or others.



General Conditions:

Rubiks Construction will excavate, prepare the subgrade, and place & finish concrete according to the description provided on the quote. We will follow engineered plans when specified, but do not provide engineer drawings, analysis, testing, or plans. It is the responsibility of the client to communicate any engineer specifications and to verify those specifications are included on the quote.

Heating/hoarding costs: if the temperatures drop below 5 degrees Celsius during the preparation process or within 28 days of pouring, there will be an extra charge for heating and hoarding unless previously arranged. Any concrete that freezes and is not protected will not be warranted in any way. If work is delayed or confirmed and temperatures change to freezing after the estimate is given, there will be an extra charge to cover the winter heating costs that are charged by concrete suppliers.

Compaction: Rubiks Construction follows the industry best practices when preparing base for concrete surface, however we cannot guarantee Standard Proctor Density for soil compaction, if soil density test is required, Rubiks Construction will be happy to facilitate the test, however all associated costs will be client’s responsibility.

Rubiks Construction is not responsible for damage to plumbing, electrical, cracks in slabs/floor/walls, or any damage which has occurred or might occur as a result of settling concrete, drilling, concrete cutting or rebar embedment. In no event should Rubiks Construction be held liable to client or any third-party for incidental or consequential damages (including, without limitation, claims for loss of business or lost profits) resulting from or arising out of the work. Rubiks Construction Inc can only be held liable for the extent of work carried out by its employees or contractors. No liability shall be accepted in respect of defects in existing installations or in respect of parts not manufactured by Rubiks Construction Inc. Rubiks Construction Inc shall not be held responsible for any loss or damage to property, materials or injuries to individuals caused by the personal actions of the client, its employees or household members or guests before, during or after such work has been carried out.

Governing Law; Venue: This Agreement shall be construed and governed under the laws of the Province of Alberta, without application of conflict of law principles. All actions or counterclaims regarding the enforcement or interpretation of this Agreement shall be initiated and prosecuted exclusively in the province of Alberta. Rubiks Construction and the Client both agree to waive their rights to use the courts of Alberta, and instead agree to use mediation and binding arbitration with the arbitrator deciding who should pay for the arbitration.

Payments are to be made within the terms outlined on Estimates and Invoices. Unpaid balances will be subject to 4% monthly late fee compounded daily.

Client Care of Concrete

- Do not drive on the new concrete for 28 days until it is fully cured.
- Do not park vehicles or equipment on top of slabs that exceed the weight of a typical vehicle (4,000lbs), unless approved by Rubiks Construction.
- Do not allow water to drain beneath the concrete as this may cause settlement cracks.
- Do not apply de-icing chemicals (salt) for snow and ice removal. As an alternative, sand can be used instead.
- Do not apply de-icers containing ammonium sulfate or ammonium nitrate (fertilizer).
- Do not jab at ice on concrete with pick or scraper.
- Do not apply sealer to concrete before 30 days.

Sign below to indicate acceptance of the above Warranty and Terms and Conditions:

Client Name:

Client Signature:

Date:
