



## RINOX XCLUSIVE PROTECTION WARRANTY

THIS LIMITED WARRANTY explains the details of the limited warranty coverage RINOX provides on your Concrete Products after they have been installed on your property. Read it carefully to ensure you are well informed about the warranty coverage for your Concrete Products. If you have questions about that coverage, contact RINOX directly for assistance.

Note that your contractor is not an employee or representative of RINOX. RINOX is not bound by any guarantees, warranties or representations, or any change to this Limited Warranty made by your contractor, installer or any other person who is not an authorized corporate officer of RINOX.

This Limited Warranty is applicable to Concrete Products installed within Canada or the United States on or after July 1, 2020. The Limited Warranty in effect at the time of installation of your Concrete Products will be the Limited Warranty that is applicable to you. This Limited Warranty can only be valid if the customer registers their purchase online at [rinox.com](http://rinox.com). A proof of purchase and an image of the project are required for registration. The most current version of this Limited Warranty is available online at [www.rinox.com](http://www.rinox.com).

There are many capitalized terms in this Limited Warranty that have specific meanings. For your convenience, some of the terms are defined below:

**"DEFECTIVE CONCRETE PRODUCTS"** means Concrete Products that have a defect in design or manufacture at the time of installation and do not materially conform to our published specifications for that product. These include product chipping, colour fading (not applicable on all colours – refer to our tech specs), product cracks and fissures (unless caused by structural movement), product disintegrating. Detailed product specifications are available on our product technical data sheet.

**"LIMITED WARRANTY"** means the limited warranties and your coverage provided by RINOX for your Concrete Products as expressly set out in this document, and are the only warranties provided by RINOX.

**"OWNER"** means the individual owner(s) of the property at the time that the Concrete Products were installed on that property. If you purchase a new residence from the builder of the home and are the first person to live in it, RINOX will consider you to be the Owner, even though the Concrete Products had already been installed. Owner also includes a TRANSFEREE.

**"TRANSFEREE"** means the individual who has purchased the property on which the Concrete Products were installed from the Owner; provided that the original Owner has complied with the provisions set out in the section entitled "Limited Transferability of Limited Warranty".

**"PRODUCT LIFETIME"** means the period of time commencing on the date of completion of installation of the Concrete Products, as referenced in the relevant installation invoice, on the property and continuing for a period of twenty five (25) years.

"RINOX" means RINOX INC.

**1. LIMITED WARRANTY**

RINOX provides this Limited Warranty to the Owner of its Concrete Product. This Limited Warranty provides coverage only to the Owner of Defective Products during the applicable Product Lifetime. The coverage under this Limited Warranty is only for manufacturing defects that significantly affect the performance of the Concrete Products on the Owner’s property, and the conformity of the Concrete Products to their published specifications (colour, finish etc.) and for no other cause whatsoever. Conditions that do not significantly affect the performance of the Concrete Products, or that are not due solely to a manufacturing defect in the Concrete Products, are not covered by the Limited Warranty or otherwise.

The customer is encouraged to pick and install from multiple skids under the same lot to ensure proper colour dispersion. Rinox produces its concrete products from natural materials and slight variations in colour may occur; therefore, Rinox is not responsible for any variation in colour. Efflorescence (small white crystals that may form on the surface of concrete products) is a naturally occurring process that dissipates over time. Chemicals can aid in the cleaning process; however natural weathering is recommended.

While our wet cast product line (Alternative Masonry products, Lugano Stone, Japanese Stone and Garden Stone) does conform to the latest Canadian and U.S.A. standards, we do not suggest the use of sodium chloride on such products.

**INSTALLATION OF OVER 100 SQUARE FEET OF CONCRETE PRODUCT CONSTITUTES TEXTURE AND COLOR ACCEPTANCE AND DISQUALIFIES CLAIMS FOR INCORRECT LOT OR COLOUR / TEXTURE RECEIVED. OTHER DESIGN OR MANUFACTURING DEFECTS WILL STILL BE COVERED BY THE LIMITED WARRANTY.**

**2. CONCRETE CUSTOMER CARE**

At RINOX we pride ourselves in our industry-leading customer service, vibrant colors, superior product quality and our RINOX Xclusive Protection Warranty. During the Product Lifetime, if the Owner discovers a defect in the manufacture of a Concrete Product, RINOX will, at its option, 1) either repair or replace the affected Defective Concrete Products (the “**Materials Warranty**”); and 2) at its option, either (a) supply all labour required to remove, replace and dispose of Defective Concrete Products, or (b) reimburse the Owner for Reasonable removal, replacement and disposal costs for Defective Concrete Products (the “**Labour Warranty**”). “**Reasonable**” means a maximum of 1 ½ times the MSRP amount at the date of purchase of the Defective Concrete Products, excluding of applicable sales taxes.

The Labour Warranty and the Materials Warranty coverages are prorated based on the remaining Product Lifetime at the time the Owner submits a warranty claim. During the first three (3) years of the Product Lifetime, RINOX offers the RINOX Concrete Xclusive Protection Warranty, and covers one hundred percent (100%) of the cost of the Materials Warranty and the Labour Warranty. Commencing on the third anniversary of the Concrete Product’s installation, RINOX reduces its warranty coverage for the remaining Product Lifetime. The table below illustrates the warranty coverage:

year	% covered by Rinox	% covered by Customer
1	100	0

2	100	0
3	100	0
4	75	25
5	70	30
6	65	35
7	60	40
8	55	45
9	50	50
10	45	55
11	40	60
12	35	65
13	30	70
14	30	70
15	30	70
16	30	70
17	30	70
18	30	70
19	30	70
20	25	75
21	20	80
22	15	85
23	10	90
24	5	95
25+	0	100

### 3. IMPORTANT WARRANTY CONDITIONS

If there is a valid claim during the Rinox Xclusive Protection Warranty Period, RINOX’s maximum liability is limited to the reasonable cost of installing new replacement Concrete Products on the property. For each job, **Rinox will only be responsible to replace and install the portion that constitute Defective Concrete Products; not the entire job.** If the Concrete Product purchased by Customer is no longer available at the time of the Owner’s warranty claim, RINOX reserves the right to substitute another Concrete Product of similar character and quality.

The RINOX Xclusive Protection Warranty will only apply if:

- A) The Concrete Products were installed and used in strict accordance with building codes, Rinox installation guidelines and/or accredited association installation guides (ICPI, NCMA, AEMQ).
- B) Products with *Prestige* colours in the Landscape slabs collection must be installed using white or beige polymeric sand (color based on availability from the sand manufacturer) and must be sealed upon installation. Products with *Prestige* colours in the Masonry collection must be installed with white cement (colour based on availability from the cement manufacturer)
- C) All firepit models must be used and installed with a fire pit insert and cover.

### 4. EXCLUSIONS AND LIMITATIONS

Without limiting any other conditions for coverage under this Limited Warranty as herein set out, RINOX will not have any liability or obligation under the Limited Warranty or otherwise for the following:

- A) Any damage that occurs during or after any improper installation process, including one that fails to follow RINOX's installation instructions.
- B) Any damage to the interior or exterior of any property, or any property or contents within or outside any property.
- C) Any damage caused by acts of God or other causes beyond RINOX's control, including, without limitation, hail, hurricane, tornado, earthquake, explosion, flood, fungus contamination, solid objects falling on the property, or any other causes.
- D) Any costs incurred for any work, repairs (whether temporary or permanent), or replacements, or where materials used in repairs or replacements were produced by someone other than RINOX, unless previously authorized in advance in writing by RINOX.
- E) Any damage that arises from any cause other than a manufacturing defect that significantly affects the performance of the Concrete Products, including, but not limited to, such damage arising from:
  - i) Improper drainage;
  - ii) Excavation of the base layer preparation;
  - iii) Not filling joints with an approved jointing compound that abides to ICPI standards with regards to its application;
  - iv) Change of colors due to product needing to be cleaned (e.g. Stains from oil, tire marks or leaves);
  - v) Fractures caused by structural movement;
  - vi) Any claim under this Limited Warranty where the Owner or Transferee, if applicable, deliberately, or negligently misrepresents or withholds any material fact.

## **5. NO LIABILITY OR COVERAGE OUTSIDE TERRITORY**

RINOX does not provide any warranty for Concrete Products purchased in Canada or the United States, whether by the Owner or by any other party, that are installed elsewhere than in Canada or the United States. Also, RINOX does not provide any warranty for Concrete Products purchased in the United States, whether by the Owner or by any other party, that are installed elsewhere than in Canada or the United States.

## **6. LIMITED TRANSFERABILITY OF LIMITED WARRANTY**

The Limited Warranty for your Concrete Products provides coverage to the original Owner of the Concrete Products. The original Owner may transfer this Limited Warranty during the Product Lifetime to the individual purchasing from the Owner the property on which the Concrete Products are installed (the '**Transferee**'), in accordance with the terms set out in this section. In the absence of a permissible and valid transfer of the Limited Warranty as set out herein, the Limited Warranty ends on the sale or other transfer of the property.

To validly transfer the Limited Warranty from the Owner to a Transferee during the Product Lifetime, the Owner must complete the transfer as follows:

- A) The new owner must register their transfer of ownership by filling out the online form on the warranty page at Rinox.com, within 30 days of the completion of the real estate transfer.
- B) The transfer request must attach the original Contract for the Concrete Products, and / or a copy of the property transfer documents.
- C) A Transferee is then considered an Owner for the purposes of this warranty. A Transferee may transfer to another Transferee by complying with the Owner requirements set out above.

## **7. NO LIABILITY OR COVERAGE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES**

The Limited Warranty provides coverage only for certain limited damage to Concrete Products that is directly caused by a manufacturing defect that significantly affects performance of the product.

IN NO EVENT SHALL RINOX OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES. This means, without limiting the foregoing, that this Limited Warranty does not cover claims for: damages to homes or other structures, interiors, exteriors, furniture, contents, appliances, loss of income, loss of enjoyment, storage fees, economic loss, or any other loss or damage. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not apply to you in those jurisdictions.

## **8. SEVERABILITY**

Any provision hereof that is held to be illegal, invalid or unenforceable in any jurisdiction shall be illegal, invalid or unenforceable in that jurisdiction without affecting any other provision hereof in that jurisdiction or the legality, validity or enforceability of that provision in any other jurisdiction, and, to this end, the provisions hereof are declared to be severable.

## **9. NOTIFICATION OF CLAIMS**

To receive coverage under the Limited Warranty, the following steps must be followed. This allows RINOX the opportunity to review the claim and determine if the reported condition is covered by the Limited Warranty terms. To file a claim, the Owner must:

- A) Register for their warranty (if not already done)
- B) Fill in a claim form on the warranty page at Rinox.com within 30 days of becoming aware of the alleged concern including:
  - i) A valid contract of purchase and installation for your Concrete Products, which must identify that the Concrete Products are RINOX Concrete Products, the model of RINOX Concrete Product, the quantity purchased and the date of original purchase.
  - ii) The required clear colour photos as detailed in the survey information.
- C) Provide RINOX and its representative(s) with access to all of the RINOX Concrete Products in question, the property, and both the outside and inside of the property upon which the property was installed for the purpose of investigating the claim, if RINOX requests access. This request may include physical inspection of the property surface, taking sample Concrete Products and photographing the property surface and the attic space, should RINOX determine that such information is needed. Rinox reserves the right to require the Customer to pay the cost of shipping the materials required to process the claim.

- D) If the Owner fails to send in all requested information or does not otherwise comply with these steps, there may be a delay in response to the claim, and RINOX is entitled to conclude that the claim is not valid and decline coverage under the Limited Warranty.
- E) RINOX will evaluate and respond according to any obligations under the Limited Warranty within approximately 60 days of receiving all necessary information needed to assess reported claim. Upon determining the amount of warranty coverage, Rinox will notify the Owner of the amount of warranty coverage.

## **10. COLLECTION, USE AND DISCLOSURE OF INFORMATION**

Rinox will collect, process, use and store your Personal Information during your warranty claim in accordance with Rinox's Privacy Policy, a copy of which is available on Rinox.com.

## **11. DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF LIABILITY.**

This Limited Warranty replaces all other oral or written warranties, liabilities or obligations of RINOX. There are no other warranties that extend beyond the Limited Warranty described in this document. RINOX will not be liable for any oral statement or other written statement about any RINOX Concrete Product, whether such statements are made by a RINOX agent or employee, or any other person. RINOX does not authorize its representatives, distributors, contractors or dealers to make any changes or modifications to this Limited Warranty.

EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATION CONTAINED IN THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, WARRANTIES, CAUSES OF ACTION AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND, EXCEPT FOR THE OBLIGATION EXPRESSLY CONTAINED IN THIS LIMITED WARRANTY, AND EXCEPT TOWARDS RESIDENTS OF QUÉBEC FOR DAMAGES RESULTING FROM RINOX, ITS AFFILIATED OR RELATED COMPANIES, OR THEIR AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES OWN ACT, LIABILITY IS EXCLUDED RELATING TO, IN CONNECTION WITH, OR ARISING FROM, ANY RIGHT, CLAIM, REMEDY AND CAUSE OF ACTION AGAINST RINOX OR ANY OF ITS AFFILIATED OR RELATED COMPANIES, OR THEIR AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY, STATUTE, TORT, NEGLIGENCE, WAIVER OF TORT AND INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

## **12. DISPUTE RESOLUTION**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EVERY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "**ACTION**") BETWEEN YOU AND RINOX (INCLUDING ANY OF RINOX'S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE CONCRETE OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY.

YOU AND RINOX AGREE THAT ANY ACTION WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND THAT NO CLAIM(S) WILL BE CONSOLIDATED OR AGGREGATED WITH THE CLAIM(S) OF ANY OTHER PERSONS BY CLASS ACTION, CLASS ARBITRATION, IN A REPRESENTATIVE CAPACITY OR OTHERWISE. TO ARBITRATE AN ACTION AGAINST RINOX, YOU MUST INITIATE THE ARBITRATION, IN ACCORDANCE WITH THE ARBITRATION ACT, 1991 (ONTARIO), AS MAY BE AMENDED) AND YOU MUST COMMENCE THE ARBITRATION AND PROVIDE WRITTEN NOTICE TO RINOX BY CERTIFIED MAIL AT THE APPLICABLE

ADDRESS NOTED ABOVE, WITHIN THE APPLICABLE TIME PERIOD PRESCRIBED IMMEDIATELY BELOW. IF YOU PREVAIL ON YOUR CLAIMS IN THE ARBITRATION, RINOX WILL REIMBURSE YOU FOR ANY FILING AND ADMINISTRATIVE FEES PAID BY YOU TO THE ARBITRATION ORGANIZATION.

NO ACTION FOR BREACH OF THIS LIMITED WARRANTY, OR ANY OTHER ACTION AGAINST RINOX RELATING TO OR ARISING OUT OF THE CONCRETE PRODUCTS, THEIR PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ARISEN OR ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES AND CONDITIONS CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES AND CONDITIONS, AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE AFTER ONE YEAR, OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS, AFTER THE PURCHASE OF THE CONCRETE PRODUCT.