

## The Limited Warranty

1. This Limited Warranty sets forth the warranty terms and conditions that apply to the products ("Product(s)") manufactured by RUBRIG SIA ("Manufacturer").
2. RUBRIG SIA warrants that, when properly installed and maintained in conformance with Manufacturer's specifications, Installation instruction and Maintenance guidelines for the Product, the Product will be free from defects in materials and workmanship during the warranty period of 3 (three) years from the date of sale ("Warranty Period").
3. Should the Product fail to conform to this Limited Warranty, RUBRIG SIA will, at its sole option:
  - a. Repair the Product proven to be subject to the manufacturing defect; or
  - b. Replace the Product proven to be subject to the manufacturing defect.
4. The Warranty shall only be applicable provided that:
  - a) RUBRIG SIA receives the written notice of any alleged defect no later than fifteen (15) days after the Purchaser first has knowledge thereof;
  - b) the Product has been stored, handled, erected, installed, operated, maintained or otherwise used in accordance with the Manufacturer's instructions;
  - c) the Product has not been subject to any use other than that for which it was designed nor been involved in any accident;
  - d) the Purchaser has not itself or through a third party performed or attempted to perform repairs or corrective work without the Manufacturer's prior written consent;
  - e) RUBRIG SIA is given a reasonable opportunity to inspect the Product in question and has verified that it is defective;
  - f) RUBRIG has received full payment of the purchase price of the Product or any installment(s) due thereon.
5. This Limited Warranty shall be void if the Product is repaired or replaced by Persons other than those who are authorized and approved by RUBRIG SIA to perform such work.

6. This warranty does not cover dissatisfaction or problems or other damage to the Product due to or as a result of:

- a.* Usage for which the Product was not designed;
- b.* Tears, burns, cuts, or damage due to improper installation, improper use, or improper maintenance methods or cleaning agents;
- c.* Installation with adhesives other than those recommended;
- d.* Faulty construction of the building and/or sub-base;
- e.* Failure of other contractors to adhere to their specifications;
- f.* Deficiencies in the concrete or asphalt slab;
- g.* Excessive dryness in the concrete slab;
- h.* Failure to install correct moisture and/or vapor barriers;
- i.* Excessive moisture from humidity, spillage, mechanical failure, migration through the slab or walls, or from any other source;
- j.* fading due to sunlight (Outdoor exposure, abrasions, and ultra-violet rays may cause normal change in the surface color and is not considered a defect under this warranty);
- k.* shading (color variation) of individual pieces due to natural rubber variations;
- l.* color variation between samples and/or printed illustrations and actual product;
- m.* all orders accepted by RUBRIG for manufacture with EPDM rubber granules use a colour specification based on the official RAL codes, which are outlined in the Order Confirmation and Proforma Invoice of each order. Only RAL codes can be used as guidance for colour control pre- and post- production and after the receipt of that order. Any communication with our clients and enquirers using photos or descriptive words is for guidance and informative purposes only. Any photos or descriptive wording cannot be used for the determination of the exact colour for a product. Exact colour is determined by the official RAL codes for all products containing EPDM rubber granules. No responsibility is assumed by RUBRIG for complaints about discrepancies between the colour expectations of the client and the colour of the product received by the client.
- n.* wear or product degradation expected from the use or environment of installation;
- o.* minor residue of technical grease used in the production on surface of the product is not considered a defect under this warranty

p. minor tracks of the cutting knife are not considered a defect under this warranty.

7. This Limited Warranty shall become void if the Specified Product has not been installed according to Installation guidelines, or if the Specified Product has not been maintained in accordance with all RUBRIG SIA specifications.

8. Receipt and installation of any and all RUBRIG SIA Products constitutes acceptance of this Limited Warranty and all of its terms, conditions, limitations and disclaimers.



#### LIMITATIONS AND DISCLAIMERS

RUBRIG liability here under shall be limited as specified above, which shall be the sole and exclusive obligation of RUBRIG SIA here under.

Under no circumstances will RUBRIG be held responsible for water damage to original flooring or vicinity; RUBRIG SIA product is not a 'waterproofing' material.

Under no circumstances will RUBRIG SIA be liable for labor or any other costs incurred in connection with the repair, removal, shipment, installation or replacement of any specified products covered by this limited warranty, except as specifically provided herein.

The limited warranty is valid only for first purchaser of regular or first quality specified product (s) and is not assignable or transferable under any circumstances. The limited warranty is not valid for minor or second choice specified products.

This limited warranty constitutes the only warranty made by RUBRIG SIA and is a complete and exclusive statement of its obligations.

No representative, agent or employee of RUBRIG SIA , or any other person, is authorized to assume for RUBRIG SIA any additional liability or responsibility with RUBRIG SIA product except as described above.