



## **DINO FLEX Group Limited Partnership**

### **5 YEAR LIMITED WARRANTY Rubber Tiles & Playtiles®**

DINO FLEX Group Limited Partnership warrants to the original Purchaser of rubber tiles & Playtiles® that the components listed below will at the time of sale conform to the specifications and technical data as set forth in the Manufacturer's technical and promotional materials and will be free from defects in material and workmanship under normal use and service as outlined below.

"Original Purchaser" means the first purchaser other than distributors and dealers.

"Product" includes rubber tiles, Playtiles® and tile connectors, adhesives distributed by DINO FLEX Group Limited Partnership, and installation/maintenance manuals, technical data and other advice, if any, provided by DINO FLEX Group Limited Partnership

The Original Purchaser must have purchased the Product in the United States or Canada.

This warranty is subject to each of the following terms and conditions:

<b>WARRANTY</b>	
<b>WARRANTY PERIOD</b>	<p>Covered components are warranted to be free from defects in materials and workmanship under normal use and service for a Warranty Period of five (5) years from the date of delivery of the Product to the original Purchaser. All warranties that covered components conform to the specifications and technical data as set forth in the Manufacturer's technical and promotional materials are as of the date of sale.</p> <p>Work performed under this Warranty and Product repaired or replaced is warranted for the remainder of the Warranty Period.</p>

#### **COMPONENTS COVERED**

All rubber tiles, Playtiles® and tile connector pins are covered.

No other part or component of the Product or installation of the Product is warranted.

#### **TRANSFERABILITY**

The warranty may not be transferred in whole or in part.

#### **DINO FLEX GROUP LIMITED PARTNERSHIP'S RESPONSIBILITIES**

If a defect in material or workmanship in a covered component is found during the warranty period, DINO FLEX Group Limited Partnership will at our place of business or other site approved by us and at our sole choice:

- Repair the covered component using new, remanufactured or approved, repaired parts and/or components, at our sole choice, needed to correct the defect. Replace in proportion to years of actual use less than five years at our sole choice any covered components determined by DINO FLEX to be nonconforming. Replacement costs shall be allocated between DINO FLEX and Purchaser by prorating those costs.

LIMITED WARRANTY

PGT, PT 2/22/08

Replaces 1/12/06

- For example, if 20 tiles are determined to be nonconforming after two years of use:

DINOFLEX will supply 3/5s equal to 12 replacement tiles at no cost to the Purchaser.

Purchaser will be responsible for buying 2/5s equal to 8 replacement tiles.

#### **PURCHASER RESPONSIBILITIES**

The Purchaser is responsible for:

- Proper installation of the Product in compliance with the installation guidelines and all applicable regulations, standards and guidelines for safety surfacing around playground equipment.
- Selecting appropriate tile thickness for the subsurface, playground equipment and desired impact attenuation properties and testing periodically to ensure such properties are maintained.
- Using the Product in an application for which it was designed in accordance with the Manufacturer's published technical and promotional materials and refraining from any misuse or unauthorized modifications to the Product.
- Properly and adequately maintaining the Product in accordance with the maintenance guidelines.
- Ensuring that the Product is not exposed to Petroleum distillants (solvents, chlorine, acidic chemicals), industrial oils or cleaning methods not approved by the Manufacturer.

#### **ADDITIONAL LIMITATIONS**

- Notifying DINOFLEX Group Limited Partnership of any defect promptly and in any event within sixty (60) days of discovering the defect.
- Complying with all reasonable requests of the Manufacturer in the administration of the warranty claim, including permitting the Manufacturer to inspect any nonconforming Product as installed before it is removed.
- Removal and re-installation of the Product in connection with warranty service unless otherwise agreed in writing by the Manufacturer.

**FAILURE OF THE PURCHASER TO COMPLY WITH ANY OF THE FOREGOING RESPONSIBILITIES SHALL VOID THE WARRANTY**

DINOFLEX Group Limited Partnership shall not be responsible for:

- Any use or installation which in the sole judgment of DINOFLEX Group Limited Partnership is improper.
- Preparation of a subbase not specifically approved by DINOFLEX Group Limited Partnership
- Attachments, accessory items and parts not sold by DINOFLEX Group Limited Partnership
- Integration of the Product with other products, parts or components not covered by a DINOFLEX Group Limited Partnership warranty.
- Addition of ingredients at Purchaser's request.
- Exact matching of shade, color, and color distribution.

- Abuse, neglect, alteration, accident, act of God, vandalism and/or improper repair.
- Purchaser's unreasonable delay in making the covered component available for inspection as installed after notice of a potential problem.
- Normal wear and tear.

#### **NEGOTIATION**

Purchaser acknowledges that all terms and conditions herein, including but not limited to the Disclaimer and Release and Exclusion of Consequential and Other Damages, were freely negotiated and bargained for with DINO FLEX Group Limited Partnership or its distributor and that Purchaser has agreed to purchase the Limited Warranty subject to these terms and conditions.

#### **ADDITIONAL TERMS**

Any terms or conditions which may appear in any communication from Purchaser, including but not limited to any separate document submitted by Purchaser in connection with the purchase of the Limited Warranty, are hereby objected to and shall not be effective or binding unless specifically accepted in writing by DINO FLEX Group Limited Partnership's General Manager.

#### **DISCLAIMER AND RELEASE**

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF DINO FLEX GROUP LIMITED PARTNERSHIP AND THE REMEDIES OF PURCHASER SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND PURCHASER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE PRODUCT, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF DINO FLEX GROUP LIMITED PARTNERSHIP (WHETHER ACTIVE, PASSIVE OR IMPUTED); AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PRODUCT.

#### **EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES**

DINO FLEX GROUP LIMITED PARTNERSHIP SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY PURCHASER AT HIS PLANT OR IN THE FIELD (WHETHER BY WAY OF CORRECTION OR OTHERWISE), CLAIMS BY PURCHASER, PURCHASER'S CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE PRODUCT.

#### **APPLICABLE LAW**

This Warranty, including the Disclaimer and Release and Exclusion of Consequential and Other Damages, shall be governed by the laws of the Province of British Columbia, Canada.