

Rhino Carbon Fiber® Reinforcement Products Concrete Crack Lock® - Limited 5 Year Warranty

Rhino Products USA Inc. ("**Rhino**") warrants to the Qualified Customer (as defined below) that Concrete Crack Lock (the "**Product**") will be free from defects solely in materials and manufacture of the Product and that the Product will meet the specifications set out in Rhino's Concrete Crack Lock Technical Data Sheet (TDS) and Safety Data Sheet (SDS) sheets on www.RhinoCarbonFiber.com for a period of five (5) years from date of purchase by the Qualified Customer. A "**Qualified Customer**" is the customer of the Product who purchases the Product for a repair of a concrete crack **in accordance with Rhino's Product use instruction sheet** referred to below.

This limited five (5) year warranty is subject to the following conditions:

1. The Product must be used properly in strict accordance with Rhino's latest Product use instruction sheet which is available at www.RhinoCarbonFiber.com, by emailing customercare@rhinocarbonfiber.com, or by calling the Rhino Help Line at 1-888-684-3889.

2. This limited warranty is against only manufacturing defects relating to the Product and applies only if the Product is used in concrete repair applications in strict accordance with the use instruction sheet referred to above and used in strict conformity with its intended and expressly recommended purpose. Must be installed with all local building codes, and laws. Permits and inspections must be obtained where required. Before Rhino will honor any claim under this warranty, the Qualified Customer must give Rhino written notice within 30 days after discovery of a defect and provide a Rhino representative with an opportunity to inspect the Product before any replacement, alteration or repair is made. Rhino reserves the right to have independent engineers evaluate the installation. If Rhino's inspection confirms that a defect exists in the Product and such defect results from a manufacturing defect, Rhino, at its sole option, will provide a replacement Product, or reimburse the reasonable cost of repair or replacement of the defective Product. These remedies are the Qualified Customer's sole and exclusive remedies for any breach of warranty.

3. Any defect or damage or loss resulting, or caused, in whole or part from any of the following conditions is not Rhino's responsibility and is not covered by this warranty:
 - (a) if the Product has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions; or

 - (b) failure to meet building code requirements or other governmental or quasi-governmental requirements or industry standards or requirements for concrete crack repairs or due to lack of proper protection of the Product by any third party contractor or user; or

 - (c) not using the Product in strict accordance with the Product use instruction sheet available at the time the Product is used; or

 - (d) fire, earthquakes, lightning, force majeure including, without limitation, any acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident; or

- (e) nature or any natural disaster not otherwise mentioned; or
- (f) impact with other objects; or
- (g) alteration of the Product, or reasonable wear and tear of the Product; or
- (h) during shipping; or
- (i) if the Product has been reconstructed, repaired or altered by the user or any service provider or any other person;
- (j) if the Product has been used with any third party product;
- (k) the installation or use of the Product; or
- (l) failure has not been reported in writing to Rhino within the 30 days noted above; or
- (m) failure is not within the warranty period; or
- (n) any other cause or event beyond Rhino's direct control.

4. THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY RHINO WITH RESPECT TO THE PRODUCT. RHINO EXCLUDES AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS NOT EXPRESSLY STATED HEREIN, IN SO FAR AS SUCH EXCLUSION OR DISCLAIMER IS PERMITTED UNDER THE APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF (i) MERCHANTABILITY, (ii) FITNESS FOR A PARTICULAR PURPOSE, (iii) NON-INFRINGEMENT, OR (iv) PERFORMANCE OF THE PRODUCT TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT OR WHERE PRODUCT IS USED. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. SOME STATUTES DO NOT PERMIT DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

5. This warranty supersedes all prior or contemporaneous oral or written representations concerning the Product. Any modifications to this warranty shall only be provided by Rhino as it in its sole direction may provide. No Rhino employee, agent or other person is authorized to modify or alter this warranty.

6. Rhino makes not representation, covenant, condition or warranty of any kind regarding any installation or use of the Product and the services provided thereto and any user of the Product, including, without limitation, any Qualified Customer, shall be solely responsible and liable for any third party product that is used with the Product.

7. UNDER NO CIRCUMSTANCES WILL RHINO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES, CLAIMS OR LIABILITY WHETHER ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT OR BREACH OF WARRANTY, BREACH OR NON-FULFILLMENT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. SUCH DAMAGES, LOSSES, CLAIMS OR LIABILITY INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, AND DAMAGE TO OTHER PROPERTY OR LOSS OF USE OF THE PRODUCT.

For warranty claims, contact the store where you originally purchased the Product, with proof of purchase. For questions on Rhino's warranty or more information regarding the Product, please contact Rhino Customer Service at customercare@rhinocarbonfiber.com or 1-888-684-3889.