

KOBELO

WARRANTY

THIS LIMITED WARRANTY explains the details of the limited warranty coverage KOBELO, a division of the Rinox Group, 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.

Note that your contractor is not an employee or representative of KOBELO. KOBELO 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 KOBELO.

This Limited Warranty is applicable to Concrete Products installed within Canada or the United States on or after January 1st, 2024. The Limited Warranty in effect at the time of installation of your Concrete Products will be the Limited Warranty that is applicable to you. A proof of purchase and an image of the issue are required for the warranty to be applied.

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 manufacture at the time of installation and do not materially conform to our published specifications for that product. These includes and is limited to product disintegrating. Detailed product specifications are available on our product technical data sheet.

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

"**OWNER**" means the individual owner(s) of the property where the Concrete Products are intended to be installed.

"**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 five (5) years.

1. LIMITED WARRANTY

KOBELO 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 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 to ensure proper colour dispersion. KOBELCO produces its concrete products from natural materials and variations in color are expected in the collection; therefore, KOBELCO is not responsible for any variation in color. 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. It is recommended to purchase an additional 10% beyond the required square footage to accommodate any potential issues.

THE INSTALLATION OF A PRODUCT SERVES AS CONFIRMATION OF THE RECEIVED PRODUCT'S ACCEPTANCE. ANY ALLEGED DEFECTIVE PRODUCTS THAT HAVE BEEN INSTALLED WILL NOT BE ELIGIBLE FOR CLAIMS.

2. CONCRETE CUSTOMER CARE

During the Product Lifetime, if the Owner discovers a defect in the manufacture of a Concrete Product, upon review and acceptance of a KOBELCO representative, KOBELCO will, repair or replace the affected Defective Concrete Products (the "Materials Warranty").

3. IMPORTANT WARRANTY CONDITIONS

If there is a valid claim during the KOBELCO Warranty Period, KOBELCO's maximum liability is limited to the cost of the product only and not to the costs related to labor, removal, or installation of the products.

If the Concrete Product purchased by Customer is no longer available at the time of the Owner's warranty claim, KOBELCO reserves the right to substitute another Concrete Product of equivalent value and quality.

4. EXCLUSIONS AND LIMITATIONS

Without limiting any other conditions for coverage under this Limited Warranty as herein set out, KOBELCO 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 adhere to accredited association installation guides (ICPI, NCM A, AEM Q).
- 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 KOBELCO'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 KOBELCO.
- 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 deliberately, or negligently misrepresents or withholds any material fact.
- F) Color assurance is not provided. Given the substantial variation in colors within this collection, color-related concerns are excluded from the product warranty.
- G) Height tolerances are to be expected in this collection. Any height/thickness concerns are excluded from the product warranty.

5. NO LIABILITY OR COVERAGE OUTSIDE TERRITORY

KOBELLO 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, KOBELLO 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. 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 KOBELLO 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.

7. 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.

8. NOTIFICATION OF CLAIMS

To receive coverage under the Limited Warranty, the following steps must be followed. This allows KOBELLO 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) Send an email to kobelo@rinox.com within 30 days of becoming aware of the alleged concern including:
- i) A valid contract of purchase for your Concrete Products, which must identify that the Concrete Products are KOBELO Concrete Products, the model of KOBELO Concrete Product, the quantity purchased and the date of original purchase.
 - ii) Pictures of the concerned product issue, a close-up and a global view
 - iii) A description of the problem
- B) Provide KOBELO and its representative(s) with access to all of the KOBELO Concrete Products in question, the property, and both the outside and inside of the property upon which the product is to be installed for the purpose of investigating the claim, if KOBELO requests access. This request may include physical inspection of the property surface, taking sample Concrete Products and photographing the property surface, should KOBELO determine that such information is needed. KOBELO reserves the right to require the Customer to pay the cost of shipping the materials required to process the claim.
- C) 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 KOBELO is entitled to conclude that the claim is not valid and decline coverage under the Limited Warranty.
- D) KOBELO 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 completion of the analysis of the warranty coverage, KOBELO will notify the Owner in writing.

9. COLLECTION, USE AND DISCLOSURE OF INFORMATION

KOBELO, as a division of the Rinox Group, 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.

10. DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF LIABILITY.

This Limited Warranty replaces all other oral or written warranties, liabilities or obligations of KOBELO. There are no other warranties that extend beyond the Limited Warranty described in this document. KOBELO will not be liable for any oral statement or other written statement about any KOBELO Concrete Product, whether such statements are made by a KOBELO agent or employee, or any other person. KOBELO 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 KOBELO, 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 KOBELO 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.

11. DISPUTE RESOLUTION

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EVERY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") BETWEEN YOU AND KOBELO (INCLUDING ANY OF KOBELO'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 KOBELO 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 KOBELO, 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 KOBELO 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, KOBELO 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 KOBELO 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.