



RHINO LININGS AUSTRALASIA PTY LTD

WARRANTY

This warranty is specific to the company and the project details below:-

Customers Name:

Address:

Details of project:

Area

Applicator

Applicator Address

Date Completed

Rhino Linings Australasia Pty Ltd and the applicator detailed above hereby warrant that for a period of 15 years from the completion date, Rhino Linings Tuff Stuff (the “Product”) will provide an impermeable membrane lining.

In the event the Rhino Product breaks down and fails to perform as an impermeable lining during the terms of this warranty Rhino Linings Pty Ltd will provide sufficient product to rectify failure of the coating and the applicator will provide sufficient resources to undertake the repairing of the failed linings.

(This warranty is subject to the attached conditions and exclusions.)

Conditions and Exclusions

This warranty is subject to the following conditions and exclusions:-

1. This Warranty only becomes valid when all monies owed to Rhino Linings Australasia Pty Ltd (“**Rhino Linings**”) and / or the applicator have been paid in full.\
2. This warranty only becomes valid when it has been signed by an authorised representative of Rhino Linings.
3. This warranty becomes void and is of no effect whatsoever in the event that any person, company or entity (other than an authorised Rhino Linings applicator) undertakes any alterations, modifications or works on the coating .
4. This warranty remains in force providing the substrate remains sound. It does not cover failure and/or damage caused by expansion and contraction caused by faulty structural design, structural defects, substrate cracks due to settling or movement, substrate repairs, inadequate draining or failure of patch repairs. This warranty does not cover any failure of Rhino Product as a result of post application crack or joint movement that exceed the extensibility of the membrane product that causes splitting of the membrane or post application cyclic crack and/or joint movement deemed to be greater than 25% of the crack and/or joint width at application.
5. This warranty is voided if the lining is damaged due to mechanical damage, abuse, misuse, neglect, accident, recklessness and / or negligence on the part of any person, company, or entity other than Rhino Linings and / or it’s approved applicator.
6. Rhino Linings makes no representation or recommendation that the Product detailed in this warranty is suitable for any particular use (other than that detailed on page one) and it is up to the customer to ascertain the suitability of the Product for their application, and this warranty is voided if the Product is used for a particular purpose other than that set out on page one.. Except as expressly set out in this warranty, any term, representation, condition or warranty in respect of quality or condition or the Product (whether implied by statute, common law, trade usage, custom or otherwise) is expressly excluded.
7. Under no circumstances shall Rhino Linings be liable for loss of prospective, or speculative profits, or special indirect, incidental or consequential damages however caused. Rhino Linings’ liability under this warranty is limited to the replacement cost of the Product, however in any event shall not exceed the amount paid by the Customer for the Product (not including any labour costs associated in the application of the Product). Rhino Linings shall have no liability for any expenses including but not limited to personal injury or property damage resulting from Product and / or application failure. Supply of sufficient chemical material to rectify the area of Product failure shall constitute complete fulfilment of Rhino Linings’ obligations
8. This warranty (including any express or implied warranties herein) are limited to the duration of the warranty period as set out on page one, and no warranties, whether express or implied, shall continue after the expiration of that period.
9. In the event of a coating failure the Customer must notify Rhino Linings immediately a failure is detected. This warranty is voided if Rhino Linings is not notified by the Customer of a coating failure within one month of the Customer becoming aware of the failure. The notice must be in writing, and must be accompanied by a copy of this warranty and details as to the alleged failure and any other information reasonably required by Rhino Linings. The Customer must allow Rhino Linings and / or it’s representative free inspection access to the area concerned.

Signed: Date:
Approved Applicator

Signed: Date:
Peter Morgan
General Manager, Rhino Linings Australasia Pty Ltd
