



## 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:* XX m<sup>2</sup>.

*Applicator:*

*Applicator Address:*

*Date Completed:* XX/XX/202X

*Rhino Linings Australasia Pty Ltd hereby warrant that for a period of 15 years from the completion date, Rhino Linings Tuff Stuff (the "Product") will provide an impermeable waterproofing membrane lining in accordance with the terms of this Warranty and Rhino Linings Australasia's published specifications, and provided that the waterproofing membrane and topcoat was installed in accordance with Rhino Linings Australasia's published specifications and provided that the maintenance procedures are adhered to, including regular maintenance and re-application of the UV protective topcoat (at the owner's expense) when and if required.*

*In the event the Rhino Product breaks down and fails to perform as an impermeable lining and permits the entry/escape of water which is solely attributable to faulty product during the terms of this warranty, Rhino Linings Pty Ltd will provide sufficient product to rectify failure of the coating. The maximum extent of the cost of any repairs shall not exceed the Product Sale Value reduced by an equal amount per annum (ie 6.67% on a 15 year warranty) to the expiration of the Warranty Period to reflect the service received from the waterproofing membrane and topcoat.*

*A copy of an Inspection, Maintenance & Cleaning procedure/record is attached with this warranty.*

*(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 or from the application date, this is at Rhino Linings discretion.
2. This warranty only becomes valid when it has been signed by an authorised representative of Rhino Linings.
3. This warranty does not cover workmanship which is the sole responsibility of the accredited applicator.
4. This warranty is subject to the membrane coating including topcoat being maintained throughout its life.
5. This warranty is subject to maintenance audits at 5 yearly intervals from completion of the contract to ascertain maintenance requirements. On notification by the warranty Owner, the Applicator will inspect the surface and at their recommendation any maintenance required, eg, repairs of physical damage etc. must be done by the Applicator or other approved applicators at the client’s expense at that time.
6. 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, near or through the waterproofing membrane and topcoat having been conducted without approval of Rhino Linings.
7. 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.
8. 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. Any failure in performance of the membrane due to equipment or fixtures being fitted that penetrate the lining ***after completion of the spray application of the membrane*** is not covered under this warranty.
9. Rhino Linings may, upon reasonable written notice to the Warranty owner, void this Warranty for any of the following reasons:
  - failure of the warranty Owner to notify Rhino Linings within the prescribed time of discovery of the defects or failures of the waterproofing membrane and topcoat.
  - failure to repair non-warranty defects or failures according to Rhino Linings Australasia’s published specifications.
  - failure of building owner or Warranty owner to comply with routine and necessary cleaning and maintenance as prescribed in the Inspection, Maintenance & Cleaning Procedure document (issued with this warranty).
10. Unless requested and expressly agreed, Rhino Linings will not perform any design, design checks, engineering calculations or engineer’s inspections, certifications or tests that may be required under the Building Act or any other legislation.
11. 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.

12. 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

13. The Consumer Guarantees Act, 1993 does not apply to this warranty.

14. 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.

15. In the event of a coating failure the Customer must notify Rhino Linings in writing immediately a failure is detected.

Contact: Polymer Group Ltd (Rhino Linings NZ distributor) at  
sales@polymer.co.nz or  
Ph 09 274-1400

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 this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**Rhino Linings Australasia Pty Ltd**

Accepted on behalf of the Warranty owner.

Signed this ..... day of ..... 2020.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_