

REDROCK RESURFACING TWO YEAR LIMITED WARRANTY

WHAT IS COVERED

RedRock Resurfacing ("RedRock") warrants all countertops, bathtubs, tile and miscellaneous resurfaces against:

- ◆ flaking due to product adhesion failure

For a period of two years, unless otherwise noted. If an invoice remains unpaid for a period greater than thirty (30) days after the "Net" terms agreed upon, the warranty is to be considered void.

WHAT IS EXCLUDED

This warranty shall not apply to damage arising from any of the following:

- ◆ accidents, abuse or misuse
- ◆ knife marks
- ◆ peeling or flaking occurs around edge of resurface
- ◆ alterations or repairs made by anyone other than a RedRock Resurfacing technician
- ◆ chipping or scratching if mistreated, whether intentionally or accidentally
- ◆ exposure to harsh or corrosive chemicals and cleaners
- ◆ excessive weight placed on surface
- ◆ movement in the substructure
- ◆ peeling or flaking caused by removal of tape
- ◆ caulking cracking or discoloring
- ◆ failure due to bathmats
- ◆ acts of nature
- ◆ failure due to the substructure being resurfaced previously by a company other than RedRock Resurfacing
- ◆ failure to use or maintain the product in accordance with RedRock Resurfacing's Care and Maintenance Guidelines/Resident Care Agreement
- ◆ failure of cosmetic repair work - seams, chips, fiberglass fixes, missing laminate, foam injections, missing grout, cracked grout, cracked laminate, etc.

Resurfacing is only as good as the substructure it's bonded to. RedRock Resurfacing cannot foresee a substructure failing causing the following:

- ◆ Laminate can flex and crack and laminate glue can lose its adhesive properties causing seams to lift and repairs to fail
- ◆ Tile can flex and grout lines can crack causing resurfacing to fail
- ◆ Fiberglass can flex and crack causing repairs to fail

WHAT REDROCK RESURFACING WILL DO IF YOUR CLAIM IS COVERED BY THIS WARRANTY

At no cost to the original consumer purchaser or transferee, RedRock Resurfacing will provide, at its option, repair or replacement of the warranted product. Neither transfer of residence ownership nor repair or replacement under this warranty shall extend the Warranty Period. Any repair or replacement under the warranty is limited to repair or replacement with RedRock Resurfacing colors and styles of products available at the time of repair or replacement. If the original color or style is no longer available, RedRock Resurfacing has the right to substitute another RedRock Resurfacing color or style of equal or greater value than the original product. Exact color matches may not be possible.

SERVICE FEES

If a RedRock Resurfacing representative is requested to view and fix a damaged area and it is not covered under this warranty, charges will apply. Additional charges may apply depending on the severity of the damage. If a service fee remains unpaid for a period greater than thirty (30) days after the service was provided, the warranty is to be considered void.

THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE PURCHASER OR OTHER PARTY SEEKING TO ENFORCE THE WARRANTY AND THE EXCLUSIVE LIABILITY OF REDROCK. THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES WHETHER ORAL OR WRITTEN. ANY IMPLIED WARRANTIES WHICH MAY ARISE BY OPERATION OF LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE PERIOD OF THE WRITTEN WARRANTY SET FORTH HEREIN. REDROCK SHALL NOT, UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY, BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES TO, OR LOSS OF USE OF, PROPERTY, DAMAGES FOR LOSS OF PROFITS OR REVENUES OR ANY OTHER DAMAGES ARISING FROM THE ORIGINAL END USER'S PURCHASE. REDROCK RESURFACING'S LIABILITY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT AND UNDER NO CIRCUMSTANCE SHALL THE PURCHASE PRICE BE REFUNDED.