



20-Year Project Warranty for RIOCOAT EVS PRODUCTS

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LIMITED WARRANTY

Terms and Conditions

Rio Flooring Systems, LLC [Rio Flooring System] warrants its RIOCOAT EVS Products for recommended uses are warranted when installed per our installation guidelines found on the data sheet, and will not fail when installed over a clean, suitable and stable substrate. Rio Flooring System will warrant against manufacturer's defect for a period of 20 years following the installation of our system per our installation guidelines. Always reference the current product data sheet from the website, www.riofloor.com.

The warranty may be extended by using more products sold by Rio Flooring System. Using ONLY the RIOCOAT EVS Products will result in a 20-year warranty. When the RIOCOAT EVS is used with any of the following products Rio Flooring System, at its option, may extend the warranty an additional five (5) years:

RIOCOAT, RIOCRETE, Platform L3, Platform L2, Skimflow NP, Skimflow LP, Skimflow ES, PrepPro: Feather, Skimcrete XL.

These products must also be installed per our installation guidelines found on our latest technical data sheets, found on our websites: www.riofloor.com and www.floorprep.com.

Exclusive Remedy

Rio Flooring System will provide replacement material and, pay reasonable labor costs for, at Rio's and Dependable's option, repair or replacement of RIOCOAT EVS and the floor coverings, and other installation products, affected by manufacturing defects in the product, provided such products are installed per our current product data sheet recommendation and following our installation guidelines.

THE RESPONSIBILITIES OF Rio Flooring System INCLUDES REPLACEMENT OR REPAIR OF THE AFFECTED AREA AS THE OWNERS EXCLUSIVE REMEDY. THIS IS THE ONLY WARRANTY PROVIDED, EITHER EXPRESS OR IMPLIED.

Limitations

Rio Flooring Systems shall not be responsible for structural failure or workmanship that is not in accordance with standard industry practices and procedures and Rio Flooring System published instructions. Rio Flooring Systems will not be liable for any loss or damage arising from the Rio Flooring System surface preparation system or any Rio Flooring System product incorporated therein, whether direct, indirect, special, incidental or consequential, regardless of the legal theory asserted, including warranty, contract, negligence or strict product liability. Some states do not allow the exclusion of consequential damages, so these limitations or exclusions may not apply to you. For all Rio Flooring System products in commercial installations, this warranty is expressly in lieu of all implied warranties, including the IMPLIED WARRANTY OF MERCHANTABILITY. Some states do not allow the exclusion of implied warranties, so this exclusion may not apply to you. Cracking due to structural movement beyond the engineered design, excessive deflection or other failure of the substrate, improper installation of any accessory products including (but not limited to): adhesives, crack and expansion joint filler, patches and other underlayments, sealers and/or damage to structural or subfloor elements from water are also not covered. Acts of God including but not limited to flooding, hurricane, tornado, earthquake and fire shall not be covered under this warranty. Rio Flooring System will not be responsible for system failure resulting from the use of non- Rio Flooring System products or non-specified products. The potential for efflorescence and shading is inherent in all cementitious products and is not considered a manufacturing defect. Although Rio Flooring System may have suggested the material or developed the material at the request of the owner or applicator, it is the responsibility of the owner to test and determine the suitability of the material for the intended use and purpose, and the owner assumes all risk and liability whatsoever regarding such suitability. This warranty is not a maintenance contract. Any warranties implied by law shall be limited in duration to the duration of this limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Any claim alleging a breach of this warranty or any other warranty must be brought within one year of the breach.

DISCLAIMER: EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, PLATFORM/RIO FLOORING SYSTEMS DISCLAIMS ANY AND ALL OTHER WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE L3 AND P360 PRIMER LEVELING SYSTEM. PLATFORM/ RIO FLOORING SYSTEMS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE L3 LEVELING SYSTEM. THIS LIMITED WARRANTY SETS FOR ALL OF THE RESPONSIBILITIES OF PLATFORM/ RIO FLOORING SYSTEMS REGARDING THE L3 LEVELING SYSTEM. REPAIR OR REPLACEMENT OF THE AFFECTED AREA OF THE PLATFORM/ RIO FLOORING SYSTEMS L3 SYSTEM IS THE EXCLUSIVE REMEDY. THE INSTALLER AND THE OWNER AGREE THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE INSTALLER AND THE OWNER.

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