

## Curing Guarantee / Limited Extended Warranty”“



### ROADSTONE PRODUCTION LLC [“RSP”] DbA **AQUAPHALT™**

A. RoadStone Production LLC, a Virginia limited liability company [“RSP”], provides an **unlimited** “CURING GUARANTEE” to the Customer that **Aquaphalt™** product[s], produced by “RSP”, and sold by its authorized Distributors will cure, upon proper installation – as directed in written form by the manufacturer and applicable standards – within a reasonable time frame [24 hours to 120 hours] from the date of installation.

**A1.** **Aquaphalt™** guarantees that material installed correctly will cure within 2 to 12 hours, depending on the outside temperatures and will be able to be cored 24 hours after installation. The Marshall Stability [according to ASTM D 6927-06 Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures], upon coring shall meet a minimum of >1KN.

B. Furthermore, “RSP” warrants that the ‘CURED’ **Aquaphalt™** product[s] will be free from manufacturing defects for at least thirty-six (36) months from the date of installation (the extended "Warranty Period"), normal wear and tear excepted. **This limited extended Warranty ("Limited Warranty")** is not transferable and shall extend only to the **Aquaphalt™** installation performed by the purchasing customer or it’s authorized Contractors. This Limited Warranty is subject to the following terms, conditions and limitations:

**B1.** The Limited Warranty applies to all **Aquaphalt™** products manufactured by “RSP” and sold through “RSP’s” authorized Distributors. The Limited Warranty shall not apply without a receipt of purchase and unless payment for the **Aquaphalt™** product[s] has been made in full.

**B2.** The Limited Warranty applies only to the following materials: (a) **Aquaphalt™** 12.0 mm; (b) **Aquaphalt™** 9.0 mm; (c) **Aquaphalt™** 6.0 mm; (d) **Aquaphalt™** 4.0 mm . No materials provided by the Customer or other third party will be warranted by “RSP”, and use of such materials will void this Limited Warranty in its entirety.

**B3.** This Limited Warranty is void if failure of the **Aquaphalt™** product[s] results from accident, abuse, expired/improper use, neglect, or any other cause not directly resulting from a defect of **Aquaphalt™** product[s]. If failure of curing results from any of the above conditions, all warranty work, including material and labor, shall be the sole responsibility of the Customer.

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**B4.** “RSP’s” sole obligation under this Limited Warranty shall be limited to (a) returning the purchase price or (b) replacing the Aquaphalt™ product[s], excluding repair costs, at “RSP”’s option after reasonable inspection. Any claim must be made within the Warranty Period. All warranty inspections must be performed either by “RSP” or by a “RSP’s” authorized Distributor. A warranty claim must be approved in writing by “RSP”. Replaced Aquaphalt™ Products under this Limited Warranty will be warranted for the remainder of the original limited warranty term.

**B5.** The Customer must make a reasonable documented installation inspection upon completion of installation and notify “RSP” or the territorial authorized distributor of any apparent defects within 30 days of completion of the installation.

**B6.** Customer agrees that the following will render the above Limited Warranty void: (i) alteration, removal or tampering with any of “RSP’s” Materials or (ii) any unauthorized modification of the “RSP” product[s]. In no event shall “RSP” be responsible for the cost of or any damage resulting from any changes, modifications, alterations to the “RSP” product[s] not expressly authorized in writing by “RSP”.

**B7.** “RSP” AND ITS AUTHORIZED DISTRIBUTOR[S] WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CLAIMED TO HAVE RESULTED FROM THE USE, OPERATION OR PERFORMANCE OF THE AQUAPHALT™ PRODUCT[S], REGARDLESS OF THE FORM OF ACTION. IN NO EVENT WILL MANUFACTURER BE LIABLE TO CUSTOMER FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY COVER, LOSS OF INFORMATION, PROFIT, REVENUE OR USE BASED UPON ANY CLAIM BY CUSTOMER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF RSP HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, OR (B) ANY CLAIM WHETHER IN CONTRACT OR TORT THAT AROSE MORE THAN ONE YEAR PRIOR TO INSTITUTION OF SUIT THEREON. “RSP” SHALL ONLY BE LIABLE FOR ACTUAL DAMAGES RESULTING FROM A MATERIAL BREACH OF THIS LIMITED WARRANTY AND FOR **PERSONAL INJURY** OR PROPERTY DAMAGES DIRECTLY RESULTING FROM GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF “RSP” **UP TO**, BUT NOT EXCEEDING, THE **PURCHASE PRICE** FOR THE AQUAPHALT™ PRODUCT[S] PAID HEREUNDER.

**B8.** THIS LIMITED WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER AND THE EXCLUSIVE LIABILITY OF “RSP”. THIS LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED, BASED IN STATUTE, COMMON LAW OR EQUITY, AS TO THE MERCHANTABILITY, FITNESS FOR PURPOSE SOLD, DESCRIPTION, QUALITY, OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE OR ANY OTHER MATTER.

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**B9.** This Limited Warranty excludes all damage, including damage due to any of “RSP’s” product[s], due to: (a) failure to follow “RSP’s” proper installation instructions; (b) structural failure, inadequate foundation or ground, improper preparation and/or structural movements; (c) Acts of God; or (d) improper application by unauthorized persons/corporations. By accepting “RSP’s” Aquaphalt™ product[s], Customer agrees to carefully evaluate the suitability of “RSP’s” Aquaphalt™ product[s] for Customer's intended use.

**B10.** “RSP” reserves the right to make changes in design and improvements upon “RSP’s” Aquaphalt™ product[s] from time to time, and Customer understands that “RSP” shall have no obligation to upgrade any previously manufactured Aquaphalt™ product[s] to include any such changes.

**B11.** To the extent that any applicable law does not allow the exclusion or limitation of incidental, consequential or similar damages, the foregoing limitations regarding such damages shall not apply.

**B12.** This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This Limited Warranty shall be governed by the laws of the Commonwealth of Virginia.

### C. WARRANTY CLAIM PROCEDURES:

C1. If you are having problems with “RSP’s” Aquaphalt™ product[s], you must first contact “RSP” or it’s authorized Distributor within 15 days of discovery of the alleged manufacturing defect. If you are unable to resolve the problem through your authorized Distributor, contact “RSP’s” Customer Service Department in Charlottesville, VA, at **866-784-5031** between 8:00 a.m. and 4:00 p.m. EST and ask to speak with a customer service representative.

C2. If a “RSP” Aquaphalt™ product[s] problem is confirmed as a result, a shipping date of the replacement Aquaphalt™ product[s] will be arranged. If, during inspection of the problem onsite, “RSP”, or its authorized Distributor determine the problem is covered by the Limited Warranty, required replacement Aquaphalt™ product[s] will be shipped to customer. If the problem is not covered by the Limited Warranty, you will be informed of the reason and be provided an estimate of replacement Aquaphalt™ product[s] costs. If you authorize “RSP” or its authorized Distributor to ship additional Aquaphalt™ product[s], such shipment will be arranged promptly. **You will be billed for costs for testing and adjustments not covered by the Limited Warranty, including travel and accommodation costs.** In most cases, authorized shipments will be arranged within 2 to 4 weeks.