

Porous Pave porous pavement is hereby warranted by J.D. Enterprises Inc. (DBA Porous Pave Ontario) for a period of three years under the following terms:

Porous Pave material when installed by Certified Porous Pave personnel or authorized agents, will carry a warranty for materials three years from the date of installation. Porous Pave's warranty is limited to the structural and mechanical integrity of the installed materials.

This Porous Pave warranty specifically EXCLUDES the following:

- Damage caused by intentional or unintentional abuse
- Damage caused from the use of abrasive devices such as pressure washers
- Normal and abnormal wear and tear, i.e. - damage from landscaping equipment, vehicle leaks/stains and excessive tire wear
- Shade and colour variations between installed areas and areas that are installed at different times
- Colour variations from actual installed product, samples or literature
- Imperfections such as exposed aggregate, loose rubber granules and varying surface textures (commonly found with poured in place rubber products)
- Sub-base movement or product porosity
- Replacement product shipping charges
- Installation labor cost of the Porous Pave product when installed by an Authorized Dealer. Under such Porous Pave limitations, the installation warranty shall be the responsibility of the original installer. Porous Pave assumes no liability for installation costs of any kind, even if arising from/related to product defects. Authorized distributors and certified dealers warranty their own installations for a period of three years from the installation date. It is the purchaser's responsibility to confirm the warranty directly with the distributor and dealer.

Imperfections in Porous Pave that do not affect the structural integrity of the engineered surface are not grounds for rejection or warranty claim. Porous Pave is designed to "amber" in colour as sunlight cures the binding agent used in Porous Pave. Fading over time is not grounds for rejection or warranty claim. As a result of usual methods of manufacturing recycled tire rubber granules, "cord" material is present in all Porous Pave products. The cord strengthens the overall structure integrity of Porous Pave and when installed properly is not designed to create an absolutely smooth surface. As a result of the Porous Pave certified installation process, small amounts of rubber granule and rock aggregate routinely slough off or become loose in the surface of the installed product. This condition is normal and is not grounds for rejection or warranty claim. The sloughing equates to new carpet phenomenon whereby small amounts of carpet ber are commonly dislodged during the initial period of use.

Colour or shade variations will be present in recycled rubber products and is an acceptable characteristic of Porous Pave. Porous Pave is manufactured using recycled tire and rock aggregate materials that will vary in size, shape, texture and colour. Porous Pave makes no warranty, whether expressed or implied, as to identical colour matches. Colour variations will occur in coloured recycled tire products due to slight variations in dye lots and basic raw materials, as well as a result of after installation processes. Proper installation of the Porous Pave product by installing from several different bag lots at the same time will yield the best results in maintaining colour range consistency as a result of subtle shade variations found in the units.

Porous Pave's warranty is limited to the cost of replacement product only and does not include any other costs, except as defined above. Porous Pave does not guarantee that the colour will be available in the future and will provide an alternate colour from its current product line at the time of an accepted warranty claim.

THERE ARE NO WARRANTIES BEYOND THIS EXPRESSED WARRANTY. POROUS PAVE ONTARIO IS EXCLUDED FROM ANY LIABILITY FOR LOST PROFITS AND ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH OF THIS WARRANTY. THIS WARRANTY EXTENDS ONLY TO THE ORIGINAL END USER AND IS NOT TRANSFERABLE WITHOUT THE EXPRESSED WRITTEN CONSENT OF POROUS PAVE.

I hereby agree to the above warranty.

Customer Name (print): _____

Customer Address: _____

Customer Signature: _____

Install Date: _____

Installer Name: _____