

## Limited Warranty for Site Furnishings

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The Terms shall bind and inure to the benefit of Reliance Foundry Co. Ltd. and its respective subsidiaries, affiliates, legacy companies, successors, unincorporated divisions and entities and all of their respective directors, officers, employees, agents and contractors (collectively, the “Company”); and (ii) the customer and its parent company, subsidiaries, affiliates, successors, and all of their respective directors, officers, employees, agents, contractors and insurers (collectively, the “Customer”).

The warranty in this subsection applies to all site furnishing products sold by the Company including benches and waste bins (collectively, the “Products”). The warranty provided in this subsection does not apply to any of the Company’s wheels, custom castings, bollards, hardscape, or bike parking products sold by the Company.

The intended performance of the Products is dependent on its proper installation, in accordance with its installation specifications, and maintenance of the Product’s condition and installation bed, including against rust, prior impact, road salt and/or other materials affecting the Product and/or its installation bed. The Product and the installation bed should be inspected in regular intervals to assure their integrity and condition such that they match their original condition upon installation in accordance with the installation specifications.

The Company warrants that all benches and bins for any Products (excluding the noted exceptions below) will be free from manufacturer’s defects in material and workmanship for two (2) years from the date of invoice from the Company. The following Products are expressly excluded from the two year warranty:

- The mechanisms of moving parts and plastic components will be free from defects in material and workmanship for one (1) year from the date of invoice from the Company; and
- Powder coatings will not peel, crack, or significantly change color for two (2) years from the date of invoice from the Company.

For added protection, Customers can request the metal components of bench and waste bin products be coated with IronArmor and FrameSafe protective coating at an additional cost. This protective coating provides deep color and added protection against graffiti, chemical, UV, and weather conditions. The Company warrants that IronArmor and FrameSafe coated Products will not peel, crack, or significantly change color for five (5) years from the date of invoice from the Company.

The Customer may also purchase the Reliance+ extended warranty when IronArmor and FrameSafe coatings are applied to the Products. The Company warrants that IronArmor and FrameSafe coatings with Reliance+ warranty will not peel, crack, or significantly change color for ten (10) years from the date of invoice from the Company

The Company will at its sole discretion repair, replace or refund the purchase of Products due to a warrantable defect in material or workmanship occurring during the applicable warranty period outlined above. In the event of such defect, and as the original purchaser’s sole and exclusive remedy, the Company will either replace the defective Product (upon the return of the same to the Company) at no charge, or will refund the purchase price paid for the defective Product, inclusive of tax and excluding shipping, handling, tariffs, duties, or any installation costs incurred by the Customer.

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This warranty does not cover any defects and damages caused as a result of anything other than a manufacturer's defect in material or workmanship including but not limited to damages caused by:

- scratching, abrading, misuse, abuse, impact, theft, vandalism, riots, natural disasters, explosions, fire, freezing, traffic accidents, or any other causes beyond the Company's control;
- exposure to chemical fumes, acid rain, salt, salt spray, standing water or other corrosive conditions;
- fading or deterioration caused by exposure to the elements;
- improper installation or unapproved applications of the Product;
- failure to follow the recommendations or instructions regarding shipping, storage, handling, assembly, installation and/or maintenance of the Product and/or installation bed; and
- material alterations or modifications to the Product.

In addition, this Warranty does not cover, and in no event shall the Company be liable for, any loss, incidental, or consequential damages or expense, whether foreseen or unforeseen, arising out of the use or installation of the Products or any failure of the Products to perform in the manner anticipated, or resulting from a breach of this warranty, including but not limited to:

- shipping, storage, or labour costs associated with replacing the Products;
- normal or required maintenance services for the Products or installation bed;
- economic loss, extra expenses, inconvenience, payment for loss of time or pay; and
- special, exemplary, or punitive damages.