



# Warranty

Rhino Tred is designed to be a durable cost savings alternative to on site cast in place stair treads. The inner core is made from recycled plastic. Coated with 8,500 psi concrete. Finished with sand and epoxy floor paint to create a consistent color and abrasive walking surface. The final product reduces weight and CO<sub>2</sub> emissions.

## Warranty Summary

Rhino Tred is warranted to be free of defects from workmanship and materials for the period of one year from the date of original purchase delivery. Should any problem develop during this one year period, and upon inspection by an authorized agent of National Redi-Tread where the inspection determines the trouble is caused by defective workmanship or material, National Redi-Tread will replace the product in question without charge.

Please review the Rhino Tred Limited Product Warranty document for complete information.

## RHINO TRED – LIMITED PRODUCT WARRANTY

National Stair Products is committed to delivering products of the highest quality and craftsmanship. We stand behind our workmanship and materials, and as such, we offer the following limited warranty.

**Important Note:** Cracking is common in all concrete. Hairline cracks are not defects from workmanship and materials. The inner core continues to serve as the precast treads structural component if hairline cracks are visible. Hairline cracks can be concealed by applying a new coat of sand and epoxy floor paint finish on site. The cost of refinishing is not covered by the limited warranty.

### (a) What this Limited Warranty Covers:

This Limited Warranty covers manufacture defects and substantial defects directly caused by workmanship and materials.

### (b) How Long This Limited Warranty Lasts:

Subject to the terms and conditions of the Limited Product Warranty, National Stair Products (NSP) (hereinafter “Manufacturer,” “We” or “Us”) warrants to the original consumer (“Consumer” or “You” of NSP, (“Products”) that, manufactured defective product will be replaced for a period of one (1) year from the date of purchase, and in normal



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applications the Products will not shatter, corrode, or suffer structural damage during this period when installed for normal use interior applications.

### **(c) What is Covered:**

If the Products are found to be defective, We, in our sole discretion will promptly repair or replace the defective Products, or refund Your full purchase price for the Products only (excluding labor). Refunds if any will only apply to that portion of Products that are actually determined to be defective, regardless of the collective amount of Products or services purchased from Us or others.

### **(d) What is Not Covered:**

Labor, installation and/or reinstallation, other associated costs, removal of Product, inspection, architect, contractor or engineer expenses, shipping, freight costs, fabrication, and time for on-site examination by others of proposed defects are not included with this limited warranty and shall not be paid by Us. This limited warranty only applies to Products directly manufactured by Us, which are returned to Us with transportation charges prepaid by You. Under no circumstances will We be responsible for ancillary costs and expenses incurred such as labor, removal, installation, re-installation, storage, time, freight or any other charge incurred by You, related to defective product. You are solely responsible for determining the suitability of use or application of any Product and whether Product meets the requirements of applicable building codes for specific applications. We do not warrant or guarantee, and You or your contractors are solely and exclusively responsible for determining (i) suitability of using Products in any particular application and/or design, and (ii) structural integrity and safety of all structures of any kind whatsoever constructed in whole or in part using Products. You and your contractor must review Manufacturer's Product Specifications and consult with an architect, engineer, and other design professionals to determine suitability and applicability to local and/or national building and safety code regulations regarding all applications of Products.

We will have no warranty obligation with respect to the Product if any of the following events occur: (a) the Product is subjected to abuse, misuse, negligence, improper or abnormal use, failure to maintain, fire, or any accident including without limitation, acts of God, or environmental pollutants; (b) installation, storage, handling, fabrication, engineering, service, maintenance, or use of the Product which is not in accordance with the written installation requirements and/or is performed improperly, negligently, or by unqualified or unauthorized personnel or without competent supervision and as specified by Our literature, applicable laws regulations and industry standards (c) movement and/or collapse of the ground or structure on which the assemblage(s) incorporating the Product is installed (d) any variation of color, including but not limited to fading, discoloration and spotting (e) issues arising from expansion and contraction of sub structure (f) the Product is materially altered or modified (except if prior written approval of Manufacturer is obtained after the original installation); or (g) We have not received full payment for the invoice price of the order containing the warranted Product.



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### (e) How to Get Service:

To make a warranty claim under this Limited Product warranty, We shall receive from You (i) proof of date of purchase and purchase price, (ii) a photograph of the Product depicting the defect, (iii) a written description of claimed defects with name, address and contact information of the installer, if available. You shall send the warranty claim by mail within 30 days of discovering the claimed defect(s) to Attn: Warranty Claims Dept, National Stair Products, P.O. Box 9118 Brooks, OR 97305. No alterations or repair shall be made prior to the warranty claim. You shall give Us (or our agents) reasonable access to the property and location where the Products are located for inspection purposes and shall retain such Products for inspection.

### (f) Exclusive Limited Warranty:

**WE UNDERTAKE NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCTS EXCEPT AS OTHERWISE PROVIDED HEREIN. TO THE EXTENT PERMITTED BY LAW, OUR LIMITED PRODUCT WARRANTY AND THE REMEDIES SET FOR HEREIN ARE YOUR SOLE AND EXCLUSIVE REMEDY AND ARE OFFERED BY US IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES AND/OR REMEDIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES OR GUARANTEES ARISING BY OPERATION OF LAW, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. WE ASSUME NO RESPONSIBILITY THAT THE PRODUCTS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THE PRODUCTS, EXCEPT AS OTHERWISE PROVIDED HEREIN. TO THE EXTENT THE PRODUCTS ARE INSTALLED FOR CONSUMER APPLICATION, THE FOREGOING DISCLAIMERS MAY NOT APPLY. IN NO EVENT SHALL WE BE LIABLE TO PURCHASER OR THIRD PARTIES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, ECONOMIC, EXEMPLARY OR OTHER SIMILAR DAMAGES.**

### (g) Limitation of Liability:

Purchaser agrees that Our entire liability, under any warranty, whether in contract, in tort, in negligence or otherwise shall not exceed the amount of the purchase price paid. **UNDER NO CIRCUMSTANCES SHALL NATIONAL STAIR PRODUCTS BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER ECONOMIC DAMAGES.** The price stated for the Product is based upon and in consideration for limiting Our liability. Neither Manufacturer nor its representatives approve, recommend, or perform design review for specific applications of the Product(s). No person or entity is authorized by Us to make, and We shall not be bound by any statement or representation as to the performance or Product other than what is contained in this Limited Warranty. This Limited Warranty shall not be amended or altered except in a written instrument signed by You and Us. **ALL CLAIMS, CAUSES OF ACTION OR DEMANDS SHALL BE MADE WITHIN ONE (1) YEAR AFTER THE DEFECT IS DISCOVERED OR THE CLAIM OCCURRED. ALL CLAIMS OR CAUSES OF ACTION WITH RESPECT TO THE PRODUCTS SHALL EXCLUSIVELY BE ASSERTED IN A COURT OF COMPETENT JURISDICTION LOCATED IN SALEM, OREGON.**

### (h) How State Law Applies:

**SOME STATES DO NOT ALLOW LIMITATIONS OF THE DURATION OF IMPLIED WARRANTIES OR THE EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.**



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### ADDITIONAL WARRANTY INFORMATION:

This warranty does not apply where:

1. Product has been abused, misused, or improperly installed.
2. Alterations have been made to the product.
3. Regular maintenance instructions are neglected.

Cracks are unfortunately common in concrete. While you may notice a superficial hairline crack, due to our patented core and high-performance mix, they do not affect the integrity of the tread. Therefore, they do not void the warranty.

In no event shall National Stair Products be liable for any indirect, incidental, or consequential damages from the sale or use of its products. This disclaimer applies both during and after the term of this warranty. National Stair Products disclaims liability for any implied warranties, including implied warranties of “merchantability” and “fitness for a specific purpose”, after the one-year term of this warranty. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

#### FOR YOUR PROTECTION

The carrier who delivers merchandise to your door or job site is responsible for loss and damages. Acceptance of the shipment by the transportation company is acknowledgment that the articles delivered were in good condition and properly packed.

#### CONCEALED DAMAGE

If damage is noticed when merchandise is unpackaged, notify the transportation company's office immediately and ask to have it inspected. Do not destroy packing materials until shipment is inspected and claims settled.

All claims or loss or damage should be filed immediately with the transportation company making delivery to your door or job site, then notify National Stair Products. We will mark our records accordingly. Should you need assistance with the claims we will be glad to help.

Note: Do not reject or return damaged merchandise to the transportation company. The transportation company will pick up after settling the claims.

#### IMPORTANT: RETURN GOODS CANNOT BE RETURNED WITHOUT WRITTEN AUTHORITY

Call or email National Stair Products for return authorization number (RMA). All shipments not having this number will be refused. All shipments returned for credit or exchange when the error is not ours will be subject to the following:

1. 15% restocking charge, and
2. Material must be returned – shipping prepaid by customer.