

Limited Warranty for Wheels and Custom Castings

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 wheels and custom castings sold by the Company. The warranty provided in this subsection does not apply to the site furnishings and traffic management products sold on the Company including ASTM crash-rated bollards, non-crash rated bollards, hardscape, site furnishings, and bike parking products.

The Company is not aware of the intended purpose, engineering, design specifications, service requirements and/or the mechanical function of the wheels and/or castings quoted, beyond the details specifically outlined as part of the Customer's bid request documents and beyond the details expressly stated in its price quote.

The Company warrants that its products will meet the material specification requirements and material qualification requirements expressly stated in its price quote and/or expressly agreed upon in writing by both parties at the time of order. The Company warrants that its products will meet the Destructive or Non Destructive Testing process requirements (acceptance or rejection criteria) expressly stated in its price quote and/or expressly agreed upon in writing by both parties at the time of order. Wheels and/or castings will NOT be subjected to rejection on the basis of any further, additional or unmentioned Destructive or Non-Destructive Testing process requirements.

All wheels and/or castings contain some level of discontinuities. It is the Customer's responsibility to determine (through engineering, design, sampling, production inspection, material specification determination and/or material qualification determination) that the wheels and/or castings offered for purchase in the Company's price quote will be acceptable, functional and/or suitable for the Customer's intended purposes.

Responsibility for wheels and/or castings rejected due to concrete evidence and verification of non-conformance to the material specifications and/or materials qualifications as ordered is limited to the repair, replacement or credit of said wheels or castings. Requests for repair, replacement or credit of defective wheels and/or castings must be made in writing to the Company within ninety (90) days of receipt of said wheels and/or castings by the Customer. The Company will investigate all such requests and MAY make arrangements for the return of said wheels and/or castings to its plant in Surrey, British Columbia, Canada at the Company's expense.

Wheels and/or castings deemed defective by the Customer may NOT be returned without approval as they MAY be subject to inspections and investigations by the Company on the Customer's site (to determine actual non-compliance to the Customer's material specifications and/or qualifications); or, they MAY be designated for repair at another facility; or, they MAY be designated for destruction at the Customer's site in advance of replacement or credit.