

# FLEXGROUND Limited Warranty

FLEXGROUND WARRANTY INITIATION DATE: \_\_\_\_\_

FLEXGROUND WARRANTY EXPIRATION DATE: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Job Number: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

FLEXGROUND, LLC . Warrants that its FLEXGROUND safety surfacing installed at the above Project location shall be free from defects in workmanship and materials for a period of two (2) years from the above initiation date.

THE WARRANTY CONTAINED HERE IS EXPRESSLY IN LIEU OF (AND PURCHASER HEREBY WAIVES) ALL OTHER WARRANTIES, EXPRESSED, STATUTORY, OR IMPLIED IN FACT OR BY LAW, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER FURTHER AGREES THAT IN NO EVENT SHALL FLEXGROUND, LLC. ON ANY CLAIM OF ANY KIND HAVE ANY LIABILITY TO BUYER FOR LOSS OF USE, LOSS OF PROFITS OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

FLEXGROUND, LLC. and the Purchaser Expressly agree that the remedies provided in this warranty are in lieu of all other remedies against FLEXGROUND, LLC . which Purchaser might otherwise have, to include but not limited to, consequential damages, direct damages, and indirect damages, and further that FLEXGROUND, LLC. sole obligations hereunder are limited to the repair or replacement of defective material. If the same material is not available FLEXGROUND, LLC. reserves the right to supply material of a similar grade, color and quality. Unless reasonable written notice is provided to FLEXGROUND, LLC., by purchaser of a warranty claim all claims shall be barred. Reasonable notice is defined as written notice received thirty (30) days from the date the defect was either discovered or should have been discovered with reasonable diligence.

This warranty does not cover damage due to lifting or shifting of the sub base or substrate beneath the sub base, cracking, moisture issues, alkali, stains, cuts, burns, gouges (such as high heel shoes), shrinking of not more than 3/8", color variations, color fading, damage caused by use other than intended, normal wear and tear or any type of vandalism or acts of God.

To retain this warranty for its specified duration the owner of the above site agrees to notify FLEXGROUND, LLC within 7 days of noticing defect. The owner also agrees to do routine maintenance as outlined in the FLEXGROUND Maintenance manual.

Bob Feller  
Operations Manager

# SAMPLE