



**FLEXGROUND FLEXTILE Limited Warranty**

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

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

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

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

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

Project Client: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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

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

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

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, FLEXGROUND (MANUFACTURER) WARRANTS TO THE BUYER THAT THE FLEXGROUND INTERLOCKING TILE SOLD TO THE BUYER WILL BE FREE FROM MANUFACTURING DEFECTS AT THE DELIVERY. IF UPON INSPECTION BY THE PURCHASER UPON RECEIPT, THE FLEXGROUND INTERLOCKING TILE EVIDENCES MANUFACTURING DEFECTS, MANUFACTURER’S LIABILITY AND BUYER’S REMEDIES ARE LIMITED, AT MANUFACTURER’S OPTION, TO REPLACE THE DEFECTIVE FLEXGROUND INTERLOCKING TILE STARTING FROM THE DATE INVOICED BY MANUFACTURER. MANUFACTURER FURTHERMORE WARRANTS THAT THE FLEXGROUND INTERLOCKING TILE WILL NOT PREMATURELY DECOMPOSE BECAUSE OF WEATHERING FOR A PERIOD OF TEN (10) YEARS FROM THE DATE INVOICED BY MANUFACTURER, IF PROPERLY INSTALLED, CLEANED, MAINTAINED, AND USED FOR THE PURPOSE FOR WHICH THE MANUFACTURER INTENDED. BUYER SHALL GIVE MANUFACTURER NOTICE OF CLAIM UNDER THIS WARRANTY WITHIN THIRTY (30) DAYS OF DISCOVERING PREMATURE DETERIORATION OF THE INTERLOCKING TILE. IF UPON INSPECTION BY THE MANUFACTURER, THE INTERLOCKING TILE SHOWS PREMATURE DETERIORATION BECAUSE OF WEATHERING WITHIN THE TEN (10) YEAR PERIOD STATED HEREIN, THE MANUFACTURER’S LIABILITY AND THE BUYER’S REMEDIES ARE LIMITED AT THE MANUFACTURER’S OPTION TO PROVIDE REPLACEMENT OR REPAIR OF MATERIALS FOR THE INTERLOCKING TILE. THE WARRANTY WILL BE FOR 100% OF THE PRICE OF THE JOB FOR ONE (1) YEAR AFTER SUBSTANTIAL COMPLETION. THEREAFTER, THE WARRANTY COVERS 90% OF THE PRICE OF THE JOB FROM THE FIRST ANNIVERSARY OF SUBSTANTIAL COMPLETION UNTIL THE SECOND ANNIVERSARY OF SUBSTANTIAL COMPLETION.



THEREAFTER, THE WARRANTY COVERS 80% OF THE PRICE OF THE JOB FROM THE SECOND ANNIVERSARY OF SUBSTANTIAL COMPLETION UNTIL THE THIRD ANNIVERSARY OF SUBSTANTIAL COMPLETION. THEREAFTER, THE WARRANTY COVERS 70% OF THE PRICE OF THE JOB FROM THE THIRD ANNIVERSARY OF SUBSTANTIAL COMPLETION UNTIL THE FOURTH ANNIVERSARY OF SUBSTANTIAL COMPLETION. THEREAFTER, THE WARRANTY COVERS 60% OF THE PRICE OF THE JOB FROM THE FOURTH ANNIVERSARY OF SUBSTANTIAL COMPLETION UNTIL THE FIFTH ANNIVERSARY OF SUBSTANTIAL COMPLETION. THEREAFTER, THE WARRANTY COVERS 50% OF THE PRICE OF THE JOB FROM THE FIFTH ANNIVERSARY OF SUBSTANTIAL COMPLETION UNTIL THE SIXTH ANNIVERSARY OF SUBSTANTIAL COMPLETION. THEREAFTER, THE WARRANTY COVERS 40% OF THE PRICE OF THE JOB FROM THE SIXTH ANNIVERSARY OF SUBSTANTIAL COMPLETION UNTIL THE SEVENTH ANNIVERSARY OF SUBSTANTIAL COMPLETION. THEREAFTER, THE WARRANTY COVERS 30% OF THE PRICE OF THE JOB FROM THE SEVENTH ANNIVERSARY OF SUBSTANTIAL COMPLETION UNTIL THE EIGHTH ANNIVERSARY OF SUBSTANTIAL COMPLETION. THEREAFTER, THE WARRANTY COVERS 20% OF THE PRICE OF THE JOB FROM THE EIGHTH ANNIVERSARY OF SUBSTANTIAL COMPLETION UNTIL THE NINTH ANNIVERSARY OF SUBSTANTIAL COMPLETION. THEREAFTER, THE WARRANTY COVERS 10% OF THE PRICE OF THE JOB FROM THE NINTH ANNIVERSARY OF SUBSTANTIAL COMPLETION UNTIL THE TENTH ANNIVERSARY OF SUBSTANTIAL COMPLETION. THIS WARRANTY EXCLUDES ACTS OF GOD, DAMAGE FROM IMPROPER MAINTENANCE, DAMAGE CAUSED DURING FREIGHT DELIVERY, NORMAL WEAR AND TEAR, PRODUCT VANDALISM BY WAY OF MARKING, SCARRING, PUNCTURING EXPERIENCED FROM ITEMS SUCH AS PENS, PENCILS, KNIVES, HIGH HEELS OR ANY SUCH OBJECT OF LIKENESS, OR MACHINERTY NOT INTENDED FOR TRAFFICKING ON SURFACE OR USE OF MAINTENANCE EQUIPMENT WHEREIN THE SURFACING SUPPORTS THE WEIGHT OF THE EQUIPMENT, DAMAGED DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO ON ACCOUNT OF ACCIDENT VANDALISM, ANIMALS, FIRE, FLOOD, CHEMICAL REACTION, STATIC, IMPROPER SUBSURFACE PREPARATION, FAILURE OF THE SUBSURFACE AFTER INSTALLATION AND THE USE OF CLEANING FLUIDS, OR IMPROPER CLEANING METHODS (REFER TO CLEANING MAINTENANCE INSTRUCTIONS FOR DETAILS OF PROPER CLEANING METHODS), AND NATURAL WEAKENING OF PIGMENTS DUE TO PROLONGED SUNGLIGHT PENETRATION AND ULTRAVIOLET RAY EXPOSURE FROM DIRECT OR GLASS- FILTERED SUNLIGHT.

THIS WARRANTY ONLY APPLIES TO NEW PRODUCTS PURCHASED, AND IS LIMITED TO THE REPAIR OR REPLACEMENT OF FLEXGROUND PRODUCTS. THIS WARRANTY DOES NOT COVER THE SHIPPING COSTS FOR RETURN, INCONVENIENCE OR CONSEQUENTIAL DAMAGES. NO REPRESENTATIVE OF THE MANUFACTURER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT STATED HEREIN. NO ALTERATIONS TO PRODUCT SURFACE BY ANYONE OTHER THAN AN AUTHORIZED FLEXGROUND APPLICATOR SHALL TERMINATE CUSTOMER WARRANTY. FLEXGROUND IS NOT RESPONSIBLE FOR SITE SECURITY DURING AND AFTER THE PRODUCT INSTALLATION. CUSTOMER MUST RECEIVE A COPY OF PRODUCT WARRANTY FROM AN AUTHORIZED FLEXGROUND DEALER. WHEREBY SUBMITTING A SIGNED COPY OF THE WARRANTY, ALONG WITH THE PURCHASE ORDERS TO THE DEALER DISTRIBUTOR, A SIGNED COPY OF THE WARRANTY MUST BE MAINTAINED BY THE CUSTOMER OR DEALER DISTRIBUTOR FOR THE WARRANTY TO BE HONORED.

THE PRODUCT WARRANTY IS COMPLETELY REPRESENTED HERE IN WRITING, AS ALL PROMISES ARE DECLARED WITHIN THIS DOCUMENT. THE MANUFACTURER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO THE PRODUCT, OR ANY TO THE SURROUNDING PREMISES ARISING UNDER ANY THEORY OF LAW WHATSOEVER.