



FLEXGROUND Acrylic Pool Deck Limited Warranty

ACRYLIC KRETE KOTE WARRANTY INITIATION DATE: _____

ACRYLIC KRETE KOTE 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: _____

FLEXGROUND warrants that its Acrylic Pool Deck surfacing installed at the above Project location shall be free from defects in workmanship and materials for a period of **FIVE (5)** years from the date of Substantial Completion. Return of cracks is limited to **ONE (1)** year warranty.

All warranties expressed herein are contingent upon the following: 1. Installation being performed by FLEXGROUND, 2. Owner, at owner's expense, having a Maintenance Reseal Coating performed at TWO (2) year intervals from date of substantial completion. 3. Full payment by the owner of all pertinent invoices and adherence to any required maintenance procedures as outlined in the maintenance manual, and 4. Reasonable written notice provided to FLEXGROUND by purchaser of a warranty claim. Reasonable written notice is defined as written notice received thirty (30) days from the date that the defect was either discovered or should have been discovered with reasonable diligence. Non-compliance with any of the above contingencies shall nullify the warranty in whole.

New concrete substrates to be fully cured prior to install. Full cure of concrete is achieved 28 days from final pour. It is the client's responsibility to disclose to FlexGround, in advance of install, if concrete has not had 28 full days to cure. The use of accelerants or additional curing agents will not substitute for the 28-day cure requirement unless expressly agreed to by FlexGround, in writing, prior to install.



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. THIS WARRANTY IS NON-TRANSFERRABLE.

FLEXGROUND, and the Purchaser Expressly agree that the remedies provided in this warranty are in lieu of all other remedies against FLEXGROUND which Purchaser might otherwise have, to include but not limited to, consequential damages, direct damages, and indirect damages, and further that FLEXGROUND sole obligations hereunder are limited to the repair or replacement of defective material. If the same material is not available FLEXGROUND reserves the right to supply material of a similar grade, color and quality. Unless reasonable written notice is provided to FLEXGROUND 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, shifting or other adverse conditions which may already exist, of/on the substrate beneath the Acrylic Pool Decking. We do not warrant against moisture issues, alkali, stains, cuts, burns, gouges (such as furniture supports and pool equipment legs or wheels), damage caused by use other than intended, excessive wear and tear, or any type of vandalism or acts of nature.

Bill Stafford
President
FLEXGROUND ARIZONA, LLC

Charlie Robertson
General Manager
FLEXGROUND NEVADA, LLC

Sandi Walsh
General Manager
FLEXGROUND SURFACES INC