

## FLEXGROUND FLEXTOP Limited Warranty

FLEXTOP WARRANTY INITIATION DATE: \_\_\_\_\_

FLEXTOP 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 FLEXGROUND FLEXTOP safety surfacing installed at the above Project location shall be free from defects in workmanship and materials for a period of **ONE (1) year** from the date of Substantial Completion.

All warranties expressed herein are contingent upon the following: 1. Installation being performed by FLEXGROUND, 2. Full payment by the owner of all pertinent invoices and adherence to any required maintenance procedures, and 3. 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.

THE WARRANTY CONTAINED HEREIN 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, 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's 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.

This warranty does not cover damage due to lifting or shifting of the sub base or substrate beneath the sub base, cracking, abrasion, 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, excessive wear and tear or any type of vandalism or acts of nature.

**Bill Stafford**  
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**FLEXGROUND ARIZONA, LLC**

**Charlie Robertson**  
**General Manager**  
**FLEXGROUND NEVADA, LLC**

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