



## FLEXGROUND SPORTFLEX ULTRA Limited Warranty

SPORTFLEX ULTRA WARRANTY INITIATION DATE: \_\_\_\_\_

SPORTFLEX ULTRA WARRANTY INITIATION 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 SPORTFLEX ULTRA athletic 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 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.

Client shall have option to extend the warranty herein for an additional TWO (2) years if a clean and seal is performed, at owner's expense, by FlexGround within 120 days of original warranty's expiration date.

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", damage caused by use other than intended, normal wear and tear, cracks or any type of vandalism or acts of nature.

To retain this warranty for its specified duration the owner of the above site agrees to notify FLEXGROUND within thirty (30) days of noticing defect. The owner also agrees to do routine maintenance as outlined in the FLEXGROUND Maintenance Manual.

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

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

**Sandi Walsh**  
**General Manager**  
**FLEXGROUND SURFACES INC**