



FLEXGROUND XTREME WATERPLAY Limited Warranty

XTREME WATERPLAY WARRANTY INITIATION DATE: _____

XTREME WATERPLAY 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, LLC warrants that its XTREME WATERPLAY product installed at the above project location shall be free from defects in workmanship and materials for a period of **FOUR (4) years** from the date of Substantial Completion.

All warranties expressed herein are contingent upon the following: 1. Installation being performed by FLEXGROUND, 2: Owner, at owner’s expense, having a pressure wash and Colorseal performed at **year TWO (2)** from date of substantial completion. 3. Full payment by the owner of all pertinent invoices and adherence to any required maintenance procedures, 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.

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, Colorseal degradation, 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