



## Outdoor Surface Warranty

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### 15-Year Limited Warranty

For a period of fifteen (15) years from the date of installation, Sport Court® warrants to the Original Purchaser (herein Purchaser) that Sport Court's Outdoor Surface tiles (herein Tiles) are free from any defect in workmanship or material. This 15-Year Limited Warranty is subject to the Outdoor Surface Tiles Warranty, Replacement or Repair of Product, Limitations and Exclusions, and Warranty Registration and Claim Procedure provisions set forth below.

### Outdoor Surface Tiles Warranty

During the fifteen (15) year period covered under this Outdoor Surface Tiles Warranty, Sport Court through its authorized Distributors, Dealer or Sales Agent (herein Agent) will replace or repair any defective tiles under the following schedule:

**0 to 5 Years - No charge to Purchaser.**

**6 to 7 Years - 60% of List Price (as defined below) charge to Purchaser.**

**8 to 15 Years - 75% of List Price (as defined below) charge to Purchaser.**

### Replacement or Repair of Product

At its option, Sport Court may replace or repair any defective Tiles or Surface component covered by this Warranty according to the schedule herein. List Price shall mean the prevailing retail price as of the date on which any warranty claim is filed with Sport Court. Purchaser's refusal or failure to pay their portion of any replacement costs due under this Warranty renders the Warranty void and unenforceable and relieves Sport Court and its authorized Agent of any further obligation under this Warranty.

### Limitations and Exclusions

Sport Court warranties are void and unenforceable if:

- a) Purchaser fails to maintain the Tiles in accordance with the Sport Court approved maintenance procedures; or
- b) The Tiles have been misused, used in other than approved applications or damaged by accident, unreasonable use, abuse, neglect, acts of God, or any other cause not directly due to any defect in materials or workmanship of the Tiles; or
- c) The Tiles have been exposed to any uses or loads in excess of the Sport Court specifications provided to Purchaser by Agent at the time of installation. If the Purchaser cannot locate the specification sheet, Sport Court will provide the same upon request, or Purchaser may visit Sport Court's website at [www.sportcourt.com](http://www.sportcourt.com) to obtain a copy of the same.

Sport Court is not a joint venture with, or partner, affiliate, or representative of, any Agent, or any others, and only authorized officers of Sport Court have the authority to bind or obligate Sport Court in connection with this Warranty or in any other manner whatsoever. Except as provided herein, Sport Court does not warrant installation.

Any alteration or amendment of this Warranty without the prior written consent of Sport Court shall invalidate this Warranty in its entirety.

NO WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE BEYOND THE WARRANTIES SET FORTH HEREIN. TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO ANY FLOORING IS EXCLUDED. NEITHER SPORT COURT NOR THE AGENT SHALL BE LIABLE OR RESPONSIBLE TO THE PURCHASER FOR ANY LOST PROFITS OR WAGES, INCONVENIENCE, COMMERCIAL LOSS, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES SUFFERED OR SUSTAINED BY THE PURCHASER.

THE MAXIMUM RESPONSIBILITY OF SPORT COURT TO THE PURCHASER UNDER THIS WARRANTY IS LIMITED TO THE TOTAL PRICE PAID BY THE PURCHASER TO SPORT COURT OR ITS AGENT FOR THE FLOORING. THE FOREGOING DAMAGE LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE PURCHASER ASSERTS ANY CLAIM FOR BREACH OF WARRANTY OR CONTRACT, STRICT LIABILITY OR TORTIOUS MISCONDUCT, AND REGARDLESS OF WHETHER SPORT COURT HAS BEEN ADVISED OF ANY POTENTIAL FOR DAMAGES TO THE PURCHASER PRIOR TO ACCRUAL OF ANY CLAIM BY, TO, OR FOR THE BENEFIT OF THE PURCHASER.

THE FOREGOING WARRANTY MAY NOT BE ASSIGNED OR TRANSFERRED BY THE PURCHASER. THE OBLIGATIONS OF SPORT COURT AND ITS AUTHORIZED AGENT UNDER THIS WARRANTY ARE EXTINGUISHED UPON THE PURCHASER'S SALE, ASSIGNMENT, TRANSFER, OR RELOCATION OF THE FLOORING FROM THE SITE WHERE THE FLOORING WAS ORIGINALLY INSTALLED BY AGENT. IF THE PURCHASER SELLS, ASSIGNS, OR TRANSFERS THE FLOORING AS A FIXTURE TO THE REAL PROPERTY UPON WHICH THE FLOORING WAS ORIGINALLY INSTALLED, SPORT COURT AND ITS AUTHORIZED AGENT SHALL HAVE NO FURTHER OBLIGATION UNDER THIS WARRANTY TO THE PURCHASER, OR ANY ASSIGNEE, OR TRANSFEREE OF THE PURCHASER.

THE FOREGOING WARRANTY SHALL BE GOVERNED AND INTERPRETED UNDER THE INTERNAL LAWS OF THE STATE OF UTAH WITHOUT REFERENCE TO ANY CHOICE OF LAW OR PROVISION OF ANY OTHER STATE OR JURISDICTION.

### **Warranty Registration and Claim Procedure**

The Agent will register this Warranty. If the authorized Agent fails to register the warranty, then the obligation of Sport Court under this Warranty shall become effective on the date of installation.

Should you have a problem with any Sport Court product, please contact your Sport Court Agent. To file a claim under this Warranty, Sport Court or its authorized Agent may request photos and tile samples.