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5 YEAR WARRANTY – DuraTurf® Splash



Substantial completion date:

Owner:

RE: FIVE (5) Year Limited Warranty for DuraTurf® Splash
Contract #:

Sport Surface Specialties LLC (hereafter known as SSS) warrants the DuraTurf Splash recycled poured rubber surface (as per the SSS specifications) installed under this contract agreement located at:

For a period of Five (5) years commencing from the date of substantial completion established _____ and the warranty period shall expire on _____. This warranty will be null and void in the event SSS has not received all monies due on the above listed project, including any retention funds or agreed change orders. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the SSS recycled poured rubber surfacing only.

This limited warranty includes only SSS obligation to repair and/or replace any defective materials or workmanship in the effected rubber surface area or areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delaminating, peeling, and loss of integrity as a result of the SSS recycled poured rubber degradation. SSS is under no obligation or responsibility to repair and/or replace the DuraTurf Splash recycled poured rubber surface if damaged by vandalism (including cuts, burns, gouges, etc.), product misuse, customer alteration, improper slab, base or sub-base design or construction, improper drainage, improper or lack of maintenance, any foreign residue that may be deposited on the surface, intentional or unintentional damage from sharp objects (high heels, sport shoes with cleats, spikes etc.) normal wear and tear; including wear under equipment, or acts of God.

The warranty shall also cover impact attenuation. The surface will meet or exceed ASTM 1292-09 standards for critical fall height for 5 years.

All warranty claims shall be made in writing to SSS within 7 days after the Owner has knowledge thereof, but in no event later than 7 days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with SSS at the installation site (if applicable). SSS shall not be responsible for warranty claims for any notices received from the Owner after 7 days of Owner's first knowledge of the failure.

SSS shall determine the validity of all claims after sufficient evidence has been submitted, reviewed and tested if necessary. Only then will SSS replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a DurTurf Splash recycled poured rubber surface.



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Any dispute as to whether and to what extent there is a DurTurf Splash recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between SSS and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner or SSS shall submit the matter to an arbitrator who is a member of the American Arbitration Association and located within Erie County, New York. All Arbitration will also be conducted within Erie County New York and such Arbitrator shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty does NOT include the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving, improper drainage), then SSS warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delaminating of the DurTurf Splash recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. WARNING: Surface temperatures can prove dangerous under warm weather conditions. Proper foot wear should be worn at all times on the rubber surface.

Owner agrees that it will not, under any circumstances, make alterations to the DurTurf Splash recycled poured rubber surface without the written authorization of SSS. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the DurTurf Splash recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify SSS from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the SSS Maintenance Guidelines provided by SSS. Owner agrees that in no event shall SSS have any liability to Owner for loss of use or loss of profits or any form of consequential damages. NOTE: The following chemicals can cause potential damage to the DuraTurf Splash recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to SSS.

Chris Kunkel -President/CEO
Sport Surface Specialties, LLC