

**Pro-Techs
Surfacing, LLC**



Pro-Techs Surfacing Perma Mulch 1-Layer System

PRO-TECHS SURFACING POUR-IN-PLACE RUBBER SAFETY SURFACE

THREE-YEAR LIMITED PERFORMANCE WARRANTY

Subject to the following terms and conditions, Pro-Techs Surfacing, LLC (Seller), warrants to the Buyer that the Pro-Techs Surfacing Pour-in-Place Rubber Safety Surface sold to the Buyer will be free from defects in material and workmanship for a period of three (3) years from the time of completion of its pour-in-place job installation application, installed onto a prerequisite preparation standard established in writing prior to sale.

The Seller further warrants that the Perma Mulch product will not prematurely deteriorate to the point of bonded failure because of foot traffic for a period of three (3) years from installation completion date, where the product is used for its intended purpose as a Playground Safety Surface.

Defected or failed area(s) are defined as: Surface cracking, bubbling, delamination, pitting, or loss of impact attenuation. Loss of impact attenuation cushion integrity is further defined as failure to comply with ASTM F1292-17 Standard Specification for Impact Attenuation of Playground Surfacing Materials Within the Use Zone of Playground Equipment. As a precautionary maintenance measure, a listing of the acceptable cleaning solutions for the surface can be found in the Perma Mulch Product Specification. In water play areas, pool surrounds, and similar applications, pool chemicals may affect coloration of the Perma Mulch product over time. Should a discoloration or yellowing of the Perma Mulch occur, this is not considered to be a product failure.

Buyer must provide written notice containing full details of such alleged failure/defect including pictures of the failed/defective area(s), and date when failure/defect was first detected. Written notification must be made within fourteen (14) days of the discovery of the failure/defect and no later than seven (7) days after the expiration of this warranty period. Seller shall not be responsible for any notices received from the Buyer after fourteen (14) days from date of Buyers first knowledge of the failure/defect or seven (7) days after the expiration of this warranty period.

NO ONE HAS THE AUTHORITY TO MAKE ORAL WARRANTIES AND ORAL WARRANTIES ARE NOT BINDING. EXCEPT FOR THE EXPRESSED WARRANTY STATED HEREIN, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED; INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PROCESS. NO RESELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY.

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Seller shall determine the validity of all claims after written notice has been received and after sufficient evidence has been received and reviewed. If necessary, a Seller site visit may be required to determine the cause of the failure/defect and testing may need to be conducted. If it is determined that the alleged failure/defect is not valid, then any expenses associated with any recap or repair, along with any testing fees will be at the Buyers expense. Once seller validates the claim, seller's liability and buyer's remedies will be limited to the following: providing repair materials for the Perma Mulch product, as determined by Seller in its sole discretion. The maximum value allowed by seller for replacement shall not exceed the original product purchase price.

Seller shall not be responsible for, and this warranty shall not apply to, any damage resulting from improper maintenance or use of unapproved cleaning materials, negligence, accidents, misuse, vandalism or abuse from sharp objects not permitted on the surface (including but not limited to pens, pencils, knives, athletic shoe spikes, high heels, broken glass, garden tools, or any such objects of likeness; machinery not intended for trafficking on the playground surface, improper substrate, minimal cure times or concrete/asphalt substrates not met as specified, base or sub-base design or construction, improper drainage, or caused by flooding, fire, other natural disasters and acts of God. This warranty excludes Seller from responsibility or obligation to the Buyer stemming from shrinkage or seam separation.

Any damages to the Perma Mulch surface during the curing period will be repaired or replaced at the Buyer's expense. Minimum cure times for the Perma Mulch product are as follows: 24 to 72 hours is required before heavy foot traffic. In colder weather, below 60 degrees F (15 degrees C), cure times may be extended to allow the surface to fully cure and become tack free.

This limited warranty does NOT include the underlying material (e.g. existing surface, existing or new concrete, asphalt, sub-base or sub-grade), unless provided in the contract and installed by Seller. If included in the sales contract, Seller is responsible for proper compaction of only fill materials that they place/install, but not materials placed/installed by others. This includes any underlying clay/soil/granular fill/gravel installed by other parties. If the underlying material installed by other third parties fails for any reason whatsoever; from settling, hydrostatic pressure, cracking, shifting, heaving, or improper drainage, this warranty is void. If the underlying material is concrete or asphalt, application of curing agents is not allowed due to the possibility of causing delamination of the Perma Mulch product. This warranty shall not apply to surface shrinkage or separation along adjacent vertical substrates.

Buyer agrees not to make alterations to the Perma Mulch product surface without prior written authorization from Pro-Techs Surfacing LLC. Any unauthorized alteration by the Buyer shall void all warranties and shall require that Buyer hold harmless, defend and indemnify Seller from any claim, suit or cause of action, personal injury, death, or property damage arising out of or caused by such unauthorized alteration. For purposes of this agreement, alterations will include the use of unapproved products in combination with the Perma Mulch product including urethane binders or other surface systems applied to or on the top of the Perma Mulch product.

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Seller's obligation will not extend beyond those expressly stated herein and will have no liability related to loss of use or profits, third party use, costs, expenses, damage or liability whether direct, indirect or for incidental or consequential damages.

This warranty only applies to Perma Mulch products for which payment in full has been received per the terms and conditions of the agreed contract. If payment in full has not been received or Buyer is in default of any of the terms and conditions of the contract, this warranty will be automatically voided.

Any disputes over a warranty claim shall be initially resolved by a joint investigation and discussion between the Buyer and Seller to reach a mutually agreeable resolution. In the event such resolution cannot be reached within 30 days from the date of initial conference, either party can submit in writing the specific issue to an arbitrator who is a member of the American Arbitration Association and located within the State of Ohio. Such arbitration to be conducted within the State of Ohio, Medina County, and such Arbitrator shall decide in accordance with the rules and regulations of the American Arbitration Association. The decision of said arbitration shall be binding and final for both parties.

The Seller must receive an authorized original hard copy of this warranty document to engage and activate the Limited Warranty.

Completion Date:

Warranty End Date:

THE PRODUCT WARRANTY IS COMPLETELY REPRESENTED HERE IN WRITING AS ALL PROMISES ARE DECLARED WITHIN THIS DOCUMENT. THE SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE PRODUCT, OR ANY TO THE SURROUNDING PREMISES ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Customer Name:

Location of installation:

Manufacturer: **Pro-Techs Surfacing LLC. P.O. Box 301 Sharon Center, OH 44274**

Phone Number: **(330)-576-6058** Fax Number: **(330)-576-6786**

Buyer Signature _____ Date _____

(1L3yr 2/18)