

## **FIFTEEN YEAR LIMITED WARRANTY**

AMARCO PRODUCTS (SELLER) agrees to replace or repair any of its Flex-Court products which are defective due to imperfect material or manufacturing which may develop within fifteen (15) years from date of original purchase, subject to the following Schedule of Limitations:

Years from Date of Original Purchase	Replacement Cost <u>To Customer</u>
0 – 5	No cost
5 – 7	60% of retail price at time of claim
7– 15	75% of retail price at time of claim.

Warranty is subject to receipt by the SELLER of all payments due from BUYER. The Flex-Court surface remains the property of AMARCO PRODUCTS and is considered to be in the process of installation until final payment is received.

Warranty is valid only to the original BUYER of new materials.

SELLER shall not be responsible or liable for any defects or imperfections in the surface upon which Flex-Court is installed.

SELLER makes no other warranties whether expressed or implied, and BUYER stipulates that the above warranties are the exclusive warranties made to BUYER by SELLER and agrees to waive all other warranties expressed or implied.

In the event of breach of any warranties, the liability of SELLER shall be limited to replacing the non-conforming goods, excluding shipping and labor costs, subject to the terms of the Schedule of Limitations, and SELLER shall not be liable for any other damages either direct or consequential. Shipping costs will be covered by the SELLER in the event of breach of any warranties within one (1) year from date of original purchase.

This warranty is void and unenforceable if flooring is: a) improperly installed or installed on an uneven or inappropriate surface, b) is improperly maintained or cleaned inappropriately, c) subjected to weights or use outside of the ordinary.

This warranty is for Amarco Products flooring shipped on or after May 1, 2016.