



## **Pro-Turf Rubber Backed Turf Flooring Limited Warranty**

All Amarco Products Pro Turf flooring is guaranteed to be free from manufacturing defects on both material and workmanship. If such a defect is discovered, the customer must notify Amarco Products either through the contracting installer, distributor, or directly. If found to be defective within five years under normal non-abusive conditions, the sole remedy against the seller will be the replacement or repair of the defective goods, or at the seller's option, credit may be issued not exceeding the selling price of the defective goods.

Pro-Turf warranty shall not cover dissatisfaction due to improper installation, normal wear, damage from improper maintenance or usage, or general misuse, including and without limitation: burns, cuts, tears, scratches, scuffs, damage from rolling loads, damage from cleaning products not recommended by Amarco Products, slight shade variations or shade variations due to exposure to direct sunlight, or differences in color between samples or photographs and actual flooring.

### **I. Items Under Warranty:**

1. WEAR – Amarco Products warrants that Pro Turf products will not wear more than 10% of its surface pile weight from abrasive wear for 5 years from the date of installation. By abrasive wear is meant fiber loss from the wear layer through normal abrasion, not crushing or flattening of the fiber surface pile in any area, nor due to abnormal usage of the fiber surface.
2. EDGE RAVEL – Amarco Products warrants that Pro Turf products will not edge ravel along seams for 5 years from the installation of the product.
3. DELAMINATION – Amarco Products warrants that Pro Turf products will not delaminate for the 5 year warranty period of the fiber surface when maintained according to our published procedures. Delamination warranty excludes roll edges that have been modified by cutting and exposed in open areas where not properly protected by an edge molding.

### **II. Limitations – This warranty does not include:**

1. Disfigurement or damage caused by abnormal use or any damage to the Pro Turf not arising out of a defect to our product. For example, the warranty does not cover tears, burns, cuts, installation on stairs or damage in transit.
2. Differential fading due to light exposure, shading, pile crush, dye lot differences and soiling.
3. Any condition that would have had a visible defect upon inspection prior to installation.
4. Damage to Turf from any use for which the product was not designed.
5. The exact matching of shade or color.
6. Any express or implied promise made by any salesman or representative.
7. Tears, burns, cuts or damage due to improper installation, improper use or improper cleaning agents or maintenance methods.
8. Labor costs for installation of original or replacement material.
9. Sale of "Remnants", "Seconds", "Off Goods" or other irregular (non-first-quality) flooring materials. With respect to "Seconds", "Off Goods", or "Remnants" such are sold "as is," and Amarco Products makes no warranties whatsoever, express or implied with respect thereto, including warranties of merchantability or fitness for a particular purpose.
10. Problems caused by moisture, hydrostatic pressure, or alkali in the sub-floor.
11. Problems caused by uses, maintenance, and installation that are contrary to Pro Turf specifications, recommendations or instructions.
12. Material installed outdoors.
13. Material installed with obvious defects.



14. Material that is not installed and maintained as recommended by Amarco Products
15. Damage to flooring products from pallet jack and tow-motor or vehicular traffic.
16. Environments where the product will be exposed to animal fats, vegetable oils, grease or petroleum based materials. (i.e.: commercial kitchens or auto repair facilities.)
17. Premature wear and deterioration from spikes or natural grass cleats.
18. Differences in color between products and photography.

### **III. Obligations of Owner**

1. The Owner must submit notice of all claims under this limited warranty to Amarco Products within the specified warranty period.
2. All areas in which flooring is to be replaced under the terms of this limited warranty must be cleared of all equipment, furnishings, partitions, and the like that have been installed over the flooring subsequent to the original product installation, at the owners expense.

### **IV. Warranty Remedies**

1. After receipt of proper written notice of the claim, Amarco Products will designate a representative to inspect that product with the Owners representative and Amarco Products will meet all warranty obligations.
2. Subject to any monetary adjustment as may be agreed to upon in writing by Amarco Products, and subject to the above warranty limitations and Owner obligation. Amarco Products shall repair or, in its sole discretion, replace any designated Pro Turf products sold by it containing a defect covered by the above limited warranty, at no expense to the owner, excluding labor.
3. Any replacement will be made with a comparable product selected by Amarco Products from the then-current Amarco Products running line. However, Amarco Products' obligation shall not include the reimbursing of any indirect costs or consequential damages, however, incurred. By way of example, and not limitation, damages arising from interruption of use of the spaces affected, nor expenses in removing furniture from the affected area be included in our obligation.

These warranties are in lieu of any other warranty expressed or implied. Amarco Products shall not be liable for any incidental or consequential damages which may result from a defect. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

These warranties give you specific rights, and you may also have rights which may vary from state to state. To know what your legal rights are in your state, consult your local or state Consumer Affairs Office or your State Attorney General.