



**S P O R T
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Connor Sport Court Intl., Inc. Outdoor Surface Warranty

(Valid Upon Registration)

10-Year Limited Warranty

For a period of ten (10) years from the date of the installation, Connor Sport Court International, Inc. (herein Sport Court®) warrant to the Original Purchaser that Sport Court®'s Outdoor Surface tiles (herein Tiles) are free from any defect(s) in workmanship or material. This 10-Year Limited Warranty is subject to the One-Year Full Warranty, Outdoor Surface Tiles Warranty, Additional Provisions, Limitations/Exclusions and Registration of Warranty provisions set forth below.

ONE-YEAR FULL WARRANTY

For a period of one (1) year from the date of installation, Sport Court® and its authorized Representative (herein Distributor/Dealer/Sales Agent) warrant to the Original Purchaser that Original Purchaser's Outdoor Surface (herein Surface) is free from any defect(s) in workmanship, material or installation. During this One-Year Full Warranty period, Sport Court® and Distributor/Dealer/Sales Agent will replace/repair any defective Tiles or surface component of the Original Purchaser's Surface with the same or substantially similar product free of charge to the Original Purchaser. This One-Year Full Warranty is subject to the Additional Provisions, Limitations/Exclusions and Registration of Warranty Provisions set forth below.

OUTDOOR SURFACE TILES WARRANTY

During the 10-year period covered under this Outdoor Surface Tiles Warranty, Sport Court® will replace/repair any defective Tile(s) under the following schedule:

- 0 – 5 Years, no charge to Original Purchaser.
- 6 – 7 Years, 60% of List Price (as defined below) to Original Purchaser.
- 8 – 10 Years, 75% of List Price (as defined below) to Original Purchaser.

This Outdoor Surface Tiles Warranty is subject to the Additional Provisions, Limitations/Exclusions and Registration of Warranty Provisions set forth below.

ADDITIONAL PROVISIONS

At its option, Sport Court® may replace/repair any defective Tiles or Surface component covered by any of the foregoing Warranties, according to the schedules set forth herein. For purposes of the foregoing Warranties, List Price shall mean the prevailing retail price as of the date any Tile(s)/Surface that may be replaced. Original Purchaser's refusal, or failure, to pay his/her portion of any replacement costs due under the foregoing Warranties renders the foregoing Warranties void and unenforceable and relieves Sport Court® and Distributor/Dealer/Sales Agent of any further obligation(s) under any of the foregoing Warranties.

LIMITATIONS/EXCLUSIONS

Sport Court®'s Warranties herein are void and unenforceable as to the Original Purchaser if:

- Original Purchaser fails to maintain the Tile(s) in accordance with Sport Court®'s approved maintenance procedures; or



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- The Tile(s) has/have been misused, used in other than approved applications, or damaged by accident, unreasonable use, abuse, neglect, act(s) of God, or any other cause not directly due to any defect(s) in material(s) or workmanship of the Tile(s); or
- The Tile(s) has/have been exposed to any use(s)/load(s) in excess of Sport Court®'s specifications that have been provided to Original Purchaser by Distributor/Dealer/Sales Agent at the time of installation. If the Original Purchaser cannot locate the specification sheet, SC will provide the same upon request, or Original Purchaser may visit Sport Court®'s website at www.sportcourt.com to obtain a copy of the same.

Sport Court® is not a joint venturer with, or partner, affiliate, agent or representative of, any Distributor/Dealer/Sales Agent or any others, and only authorized officers of Sport Court® have the authority to bind or obligate Sport Court® in connection with the foregoing Warranties or in any other manner whatsoever. Except as provided herein, Sport Court® does not warrant or guarantee installation. Any alteration or amendment of the foregoing Warranties without the prior written consent of Sport Court® shall invalidate the foregoing Warranties in their entirety.

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

SPORT COURT®'S MAXIMUM RESPONSIBILITY TO THE ORIGINAL PURCHASER UNDER THE FOREGOING WARRANTIES IS/ARE LIMITED TO THE TOTAL PRICE PAID BY THE ORIGINAL PURCHASER TO SPORT COURT® FOR THE TILE(S). THE FOREGOING DAMAGE LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE ORIGINAL PURCHASER ASSERTS ANY CLAIM(S) FOR BREACH OF WARRANTY/CONTRACT, STRICT LIABILITY OR TORTIOUS MISCONDUCT AND REGARDLESS OF WHETHER SPORT COURT® HAS BEEN ADVISED OF ANY POTENTIAL FOR DAMAGE(S) TO THE ORIGINAL PURCHASER PRIOR TO ACCRUAL OF ANY CLAIM(S) BY, TO, OR FOR THE BENEFIT OF THE ORIGINAL PURCHASER.

THE FOREGOING WARRANTIES MAY NOT BE ASSIGNED OR TRANSFERRED BY THE ORIGINAL PURCHASER. SPORT COURT®'S AND DISTRIBUTOR'S/SALES AGENT'S OBLIGATIONS UNDER THE FOREGOING WARRANTIES ARE EXTINGUISHED UPON THE ORIGINAL PURCHASER'S SALE, ASSIGNMENT, TRANSFER OR RELOCATION OF THE TILE(S) FROM THE SITE THE TILE(S) WAS/WERE ORIGINALLY INSTALLED BY DISTRIBUTOR/DEALER/SALES AGENT. IF THE ORIGINAL PURCHASER SELLS, ASSIGNS OR TRANSFERS THE TILE(S) AS A FIXTURE TO THE REAL PROPERTY UPON WHICH THE TILE(S) WAS/WERE ORIGINALLY INSTALLED, SPORT COURT® AND DISTRIBUTOR/DEALER/SALES AGENT SHALL HAVE NO FURTHER OBLIGATIONS UNDER THE FOREGOING WARRANTIES TO ANY PURCHASER, ASSIGNEE OR TRANSFEREE OF THE ORIGINAL PURCHASER. THE FOREGOING WARRANTIES SHALL BE GOVERNED AND INTERPRETED UNDER THE INTERNAL LAWS OF THE STATE OF UTAH WITHOUT REFERENCE TO ANY CHOICE OF LAW PROVISION(S) OF ANY OTHER STATE OR JURISDICTION.



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REGISTRATION OF WARRANTY

Registration of this warranty may be accomplished by:

The authorized Sport Court® Distributor/Dealer/Sales Agent will submit Original Purchaser's name and information to the Warranty Registration Database at the Sport Court® corporate office.

If the authorized Sport Court® Distributor/Dealer/Sales Agent fails to correctly register the Customer's warranty, then Sport Court®'s obligations under this Warranty shall become effective on the date of Distributor's/Dealer's/Sales Agent's installation of the Outdoor Surface Tile(s).