



Sport Court

Modular Flooring 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 (herein Sport Court®) and its authorized Representative (herein Distributor/Dealer/Sales Agent) warrants to the Original Purchaser that Sport Court®'s Modular Indoor Flooring (which includes Response Tiles and Defense Tiles all of which are collectively referred to herein as the Indoor Flooring) is free from any defect(s) in workmanship or material. This 10-Year Limited Warranty is subject to the Indoor Flooring Tiles Warranty, Additional Provisions, Limitations/Exclusions and Registration of Warranty provisions set forth below.

INDOOR FLOORING TILES WARRANTY

Response and Defense: During the period covered under this Indoor Flooring Tiles Warranty, SportCourt® will replace/repair any defective Response or Defense 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 Indoor Flooring 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 component of the Indoor Flooring, or the Tile(s) 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 on which any warranty claim is filed with Sport Court®. Original Purchaser's refusal, or failure, to pay its portion of any replacement costs due under the foregoing Warranties renders the foregoing Warranties void and unenforceable and relieves Sport Court® and its authorized 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 Indoor Flooring in accordance with Sport Court®'s approved maintenance procedures or 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 Indoor Flooring or the Tile(s);
- The Indoor Flooring has been misused, used in other than approved applications (such as permanent installation outdoors), or damaged by accident, unreasonable use, abuse, neglect, including flooding, immersion in water, or other solutions, conditions of extreme moisture/humidity, act(s) of God, or any other cause not directly due to any defect(s) in material(s) or workmanship of the Indoor Flooring;
- The Indoor Flooring has 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



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Agent at the time of installation. If the Original Purchaser cannot locate the specification sheet, Sport Court® 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; or

- The Indoor Flooring is improperly installed or installed on an uneven, warped, broken or inappropriate underlayment surface.

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 INDOOR FLOORING IS 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 INDOOR FLOORING. 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 INDOOR FLOORING FROM THE SITE THE INDOOR FLOORING WAS ORIGINALLY INSTALLED BY DISTRIBUTOR/DEALER/SALES AGENT. IF THE ORIGINAL PURCHASER SELLS, ASSIGNS OR TRANSFERS THE INDOOR FLOORING AS A FIXTURE TO THE REAL PROPERTY UPON WHICH THE INDOOR FLOORING WAS 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.

REGISTRATION OF WARRANTY

Registration of this warranty may be accomplished by:



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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 Indoor Flooring.