

ARMACELL ARMASPORT® TURF UNDERLAYMENT SHOCK PAD LIMITED WARRANTY

The limited warranty (“Warranty”) set forth below is given by Armacell, LLC (“Armacell”) with respect to the ArmaSport® turf underlayment shock pad referenced in the quote provided to you along with this limited warranty (the “Product”). Subject to the terms, conditions, and limitations set forth below, the Product, when purchased by you (“Buyer”) in new condition, is warranted against defects in materials or workmanship for a period of **SIXTEEN (16) YEARS** from the date of original purchase from Armacell (the “Warranty Period”). In the event that Buyer asserts a claim pursuant to this Warranty, and Armacell determines that the Product is defective, the Product will be repaired or removed and replaced with new Product, as determined in Armacell’s discretion. This Warranty is valid only to the original purchaser of the Product and is not transferable (whether by operation of law or otherwise).

This Warranty does not cover any defect, nonperformance or failure of the Product caused by accidents, misuse, abuse, lack of reasonable care, alteration, improper, faulty or negligent installation, subjecting the Product to any use or maintenance other than as specified in the Product specifications, including without limitation, exposing the Product to sun, rain or other weather prior to installation, exposing the Product, at any time, to any harmful chemical, or any other failure not directly resulting from defects in materials or workmanship. This Warranty does not apply in the following cases: loss of or damage to the Product due to acts of God (including lightning strikes); fire; vandalism; civil disturbances; mishandling; or because of services performed by someone other than Armacell or its authorized service provider. **WARRANTY IS VOID IF PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH THE PRODUCT IS MANUFACTURED.**

Any Warranty claim Buyer may have regarding the Product must be addressed to Armacell, LLC, 55 Vilcom Center Drive, Suite 200, Chapel Hill, NC 27514. Armacell shall have no liability under this Warranty unless (1) Armacell is notified in writing within the Warranty Period and within **thirty (30) days** after Buyer’s discovery of the defect, and (2) Buyer preserves the Product in its alleged defective condition and Armacell is given the opportunity to inspect the Product while the Product is still installed (prior to any alteration or removal of the Product). This Warranty excludes labor and service charges related to the removal or reinstallation of the Product.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, ARMACELL MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND NO OTHER EXPRESS WARRANTY OR GUARANTY GIVEN BY ANY PERSON OR ENTITY WITH RESPECT TO THE PRODUCT SHALL BIND ARMACELL.

ARMACELL SHALL IN NO EVENT BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ON ANY OTHER BASIS, FOR DAMAGES TO PERSONS OR PROPERTY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, TREBLE OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF INVESTMENT, INDEBTEDNESS, LOSS OF FINANCING, LOSS OF SALES OR PROFITS, OR BUSINESS INTERRUPTION, DISCONTINUATION, OR TERMINATION SUSTAINED BY BUYER, OR BY ANY PERSON DEALING WITH BUYER, IN CONNECTION WITH THE PRODUCTS, AND BUYER SPECIFICALLY WAIVES ANY SUCH CLAIMS OR CAUSES OF ACTION BUYER MAY PURPORT TO HAVE. ARMACELL’S LIABILITY FOR ANY CLAIM OF ANY KIND (INCLUDING, WITHOUT LIMITATION, CLAIMS BASED UPON ANY EXPRESS WARRANTY CONTAINED HEREIN AND CLAIMS BASED UPON ANY WARRANTY IMPLIED BY LAW), SHALL BE LIMITED, AT ARMACELL’S OPTION, TO REPLACEMENT OR REPAIR OF THE PRODUCT, AND BUYER EXPRESSLY WAIVES ANY RIGHT IT MIGHT HAVE TO ANY OTHER MEASURE OF DAMAGES, STATUTORY OR OTHERWISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL ARMACELL’S LIABILITY ARISING OUT OF OR RELATED TO THIS WARRANTY EXCEED THE AMOUNT PAID BY BUYER FOR THE DEFECTIVE PRODUCT.

This limited warranty is subject to Armacell’s Quote Terms, as the same are in effect on the date of sale of the Product to Buyer. In the event of any conflict between this Warranty and the Quote Terms, this Warranty shall control.