



## Green Foam Warranty

POLYGREEN FOAM warrants to the first owner ("Owner") of the facility at which GreenFoam Pad recycled closed cell-foam playground or sportsfield underlayment panels (Panels) have been installed that the Panels are warranted against, cracking, shattering, or deteriorating under normal and proper use and shall be free from defects in material and workmanship for a period of eight (8) years after date of installation ("Warranty Period"). POLYGREEN FOAM also warrants that the Panels will not compress by more than fifteen percent (15%) during the Warranty Period as long as they are not subjected to stress loads in excess of those that ordinarily occur during use for athletic performance [35 pounds per square inch].

This Limited Warranty shall be effective only if the Owner gives POLYGREEN FOAM reasonable notice of any claim under this Limited Warranty and an opportunity to inspect the Panels with respect to which the claim is made. If POLYGREEN FOAM determines that any Panels do not conform to the Limited Warranty, POLYGREEN FOAM shall replace the non-conforming Panels. Any damage or defect resulting in whole or in part from fire or natural disaster, improper handling, improper use, improper installation, expansion, subsidence, shifting, compression or erosion of, or other defect in, the subsurface or excessive load stress is NOT the responsibility of POLYGREEN FOAM and is NOT covered by this Limited Warranty.

THE LIMITED WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE PURCHASE, USE OR CONDITION OF ANY PANELS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR CONFORMITY WITH ANY DESCRIPTION OR SAMPLE.

OWNER'S EXCLUSIVE REMEDY FOR ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ANY PANELS, INCLUDING, WITHOUT LIMITATION, ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, OR ANY ALLEGATION THEREOF, SHALL BE LIMITED TO REPLACEMENT OF THE PANELS FOR WHICH A CLAIM IS MADE AND PROVED. IN NO EVENT SHALL POLYGREEN FOAM BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ANY PANELS.

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