

# Cushionfall Sport™

## Manufacturer's Limited Warranty

CUSHIONFALL SPORT ENDEAVORS TO USE THE HIGHEST QUALITY MATERIALS AND THE LATEST MANUFACTURING TECHNIQUES IN THE PRODUCTION OF OUR CUSHIONFALL® SPORT RUBBER PRODUCTS (THE "PRODUCTS"). THESE HIGH MATERIAL QUALITIES PERMIT CUSHIONFALL SPORT TO OFFER A GUARANTEE AGAINST DEFECTS IN WORKMANSHIP WITH RESPECT TO THE PRODUCTS FOR A PERIOD OF EIGHT (8) YEARS FROM THE DATE THE PRODUCTS ARE MANUFACTURED OR PRODUCED, SUBJECT TO THE LIMITATIONS SET FORTH BELOW.

THE OBLIGATION OF CUSHIONFALL SPORT UNDER THIS MANUFACTURER'S LIMITED WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT (WITH THE VALUE PRO-RATED OVER THE EIGHT (8) YEAR LIMITED WARRANTY PERIOD) OF THE PRODUCTS. IN NO EVENT SHALL THE OBLIGATIONS OF CUSHIONFALL SPORT UNDER THIS MANUFACTURER'S LIMITED WARRANTY EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCTS SOLD BY CUSHIONFALL SPORT. THE REMEDY OF REPAIR OR REPLACEMENT SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE HOLDER OF THIS MANUFACTURER'S LIMITED WARRANTY AND CUSHIONFALL SPORT SHALL HAVE NO OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH ANY MATTER OR THING, INCLUDING, WITHOUT LIMITATION, THE CONDITION OR QUALITY OF THE SYNTHETIC TURF IN WHICH THE PRODUCTS ARE USED.

THE TERM CUSHIONFALL SPORT™, AS USED HEREIN WITH RESPECT TO THE PRODUCTS, SHALL INCLUDE ONLY THE RUBBER INFILL SUPPLIED BY CUSHIONFALL SPORT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS MANUFACTURER'S LIMITED WARRANTY, THIS MANUFACTURER'S LIMITED WARRANTY SHALL NOT COVER ANY DEFECTS, FAILURE IN OR DAMAGE TO THE PRODUCTS DUE OR ATTRIBUTABLE TO ANY OF THE FOLLOWING:

- (A) ABUSE, MISUSE, NEGLIGENCE;
- (B) PRODUCTS INSTALLED, REPAIRED, ALTERED OR REPLACED BY ANY PERSON OTHER THAN AN AUTHORIZED INSTALLER, REPAIRPERSON OR FIRM APPROVED BY CUSHIONFALL SPORT;
- (C) PRODUCTS DAMAGED, DIRECTLY OR INDIRECTLY, IN ANY MANNER OR RESPECT, BY ANY PARTY OTHER THAN CUSHIONFALL SPORTS;
- (D) PRODUCTS EXPOSED TO LIGHT OTHER THAN NATURAL LIGHT OR ARTIFICIAL LIGHT APPROVED IN WRITING BY CUSHIONFALL SPORT;
- (E) PRODUCTS NOT MAINTAINED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE SUPPLIER OF THE TURF, INCLUDING, WITHOUT LIMITATION, THE CARE AND MAINTENANCE OF THE INFILL SYSTEM AND CLEANING METHODS;
- (F) ORDINARY WEAR & TEAR; OR
- (G) USE FOR ANY PURPOSE OTHER THAN THOSE APPROVED IN WRITING BY CUSHIONFALL SPORT.

THE EXPRESS WARRANTIES SET FORTH IN THIS MANUFACTURER'S LIMITED WARRANTY ARE IN LIEU OF AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF CUSHIONFALL SPORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE. CUSHIONFALL SPORT NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR INSTALLATION OF PRODUCTS..

SUBJECT TO, WITHOUT LIMITATION OF, THE FOREGOING, IN NO EVENT SHALL CUSHIONFALL SPORT BE LIABLE TO THE HOLDER OF THIS MANUFACTURER'S LIMITED WARRANTY, OR ANY OTHER PARTY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE USE OF PRODUCTS, OR PRODUCED IN SPEC, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR DAMAGES RELATING TO PERSONAL INJURY, LOST TIME OR CONVENIENCE, LOSS OF USE OF THE PRODUCTS, LOST PROFITS OR REVENUES, DOWNTIME COSTS, THE LOSS OF PERSONAL OR COMMERCIAL PROPERTY, THE COSTS OF TELEPHONE, TRAVEL OR LODGING, OR ANY OTHER DAMAGES.

CUSHIONFALL SPORT ENDEAVORS TO HANDLE ALL WARRANTY CLAIMS PROMPTLY AND PROFESSIONALLY. THE OBLIGATIONS OF CUSHIONFALL SPORT UNDER THIS MANUFACTURER'S LIMITED WARRANTY ARE CONDITIONED ON CUSHIONFALL SPORT HAVING BEEN PAID IN FULL AT THE TIME OF THE CLAIM WITH RESPECT TO THE ORDER TO WHICH THIS MANUFACTURER'S LIMITED WARRANTY RELATES, INCLUDING ALL CHANGE ORDERS.

ALL CLAIMS MADE UNDER THIS MANUFACTURER'S LIMITED WARRANTY SHALL BE INVALID AND NULL AND VOID UNLESS (I) MADE IN WRITING TO CUSHIONFALL SPORT WITHIN EIGHT (8) YEARS FROM THE DATE OF SUBSTANTIAL COMPLETION, AND (II) MADE WITHIN THIRTY (30) DAYS OF THE DATE ON WHICH THE HOLDER OF THIS MANUFACTURER'S LIMITED WARRANTY KNEW, OR SHOULD HAVE KNOWN, OF THE DEFECT GIVING RISE TO ITS CLAIM. IN THE EVENT SUCH HOLDER OF THIS MANUFACTURER'S LIMITED WARRANTY EITHER FAILS TO SUBMIT ITS CLAIM IN WRITING WITHIN SAID EIGHT (8) YEAR PERIOD OR FAILS TO SUBMIT ITS CLAIM WITHIN THE THIRTY (30) DAY PERIOD AFTER THE DATE SUCH HOLDER OF THIS MANUFACTURER'S LIMITED WARRANTY KNEW, OR SHOULD HAVE KNOWN, OF SAID DEFECT, THEN SUCH HOLDER OF THIS MANUFACTURER'S LIMITED WARRANTY SHALL BE DEEMED TO HAVE WAIVED ITS CLAIM IN ITS ENTIRETY.

ANY AND ALL CLAIMS OR OTHER CAUSES OF ACTION ARISING OUT OF THIS MANUFACTURER'S LIMITED WARRANTY SHALL BE BROUGHT ONLY IN THE FEDERAL OR STATE COURTS OF THE STATE OF IOWA AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF IOWA.

THIS LIMITED WARRANTY IS NOT TRANSFERABLE IN ANY MANNER OR RESPECT.

INSTALLATION LOCATION: \_\_\_\_\_

Installation Date: \_\_\_\_\_