

# VITRITURF

## Sample Warranty

Project Name: Main Street USA Playground

Owner:

Location:

City and State: Anytown, USA

Date Installation Completed:

Contractor:

Vitriturf warrants to the owner of the project name described above, subject to the conditions, and limitations stated herein, as follows:

That the Vitriturf System will not lose its bond from approved substrates and that the system will be fade-resistant so long as surface integrity is maintained; and that the system will not crack as a result of normal weather conditions and normal traffic pattern use. This warranty does not cover defects or damage caused by failure of the substrate, vandalism or misuse of the system. This system was developed to provide a resilient monolithic cushioned surface. Any other use of this system not explicitly authorized in writing by the company will not be warranted in any manner whatsoever.

The foregoing warranty shall continue for a period of (based on specification) year(s) commencing with the date of completion of the above stated system. In order to mitigate any warranty defects the owner, within the warranty period, must provide Vitriturf with written notice of any such defects within thirty (30) days of discovery.

The foregoing warranty does not cover defects of damage caused by: (1) structural or design defects; (2) misuse, vandalism, civil disobedience, acts of war; (3) acts of God, including lightning, hurricanes, tornados, earthquakes, fumes, flood, chemical fumes or foreign substances in the atmosphere or by other unusual natural occurrences. The obligations contained hereinto not cover any material used on the system which was not supplied by Vitriturf unless specifically identified above.

Any claim of defect in material in the system must be made in writing to Vitriturf as set forth above within the warranty period. This warranty will not cover damage resulting from the application, repair or subsequent work on the surface without written notice from Vitriturf of the methods and materials to be used and the party who will apply those materials. During the term of the warranty, Vitriturf, its agents, employees, and assigns shall have the right to inspect the system during business hours. If Vitriturf or its agents have not been paid by the contractor or owner for this project, the warranty will be null and void due to lack of consideration; however should payment be made in full with all associated late fees and collection fees and costs, the warranty will remain as previously stated from the date of completion.