



PLAYGUARD SOFTPAVE PIGMENTED & NON-PIGMENTED 10 YEAR WARRANTY

Ecore (the “Seller”) warrants that the Playguard surfacing system will be free from defects in materials and workmanship.

What does the warranty cover?

All Playguard tiles are guaranteed by Ecore to be free from manufacturing defects on both material and workmanship. If such a defect is discovered, the customer must notify Ecore either through the contracting installer, distributor, or directly. If found to be defective within 10 years under normal non-abusive conditions, the sole remedy against the seller will be the replacement or repair of the defective goods; or, at the seller’s option, credit may be issued not exceeding the selling price of the defective goods.

How long does the warranty coverage last?

This is a 10 year limited warranty, prorated as outlined in the warranty coverage schedule shown below. This warranty may be transferred with the property.

What will we do?

Any segment of the SoftPave Pigmented or Non-Pigmented tile that meets the warranty criteria will be repaired or replaced, at the Seller’s option and in conjunction with the warranty coverage schedule below.

How do you submit a warranty claim?

A warranty claim should be made directly to the Seller. Make claims via telephone by calling 800-322-1923. Please provide this information: a description of the claimed defect and the date the defect was discovered, photographic images (if applicable) of the claimed defect, the date of the original installation, the project name, and your name, address, and phone number. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule:

The Seller shall be responsible for 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first two (2) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more than two (2) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such costs).

<i>Number of years from date of original shipment to date of claim</i>	<i>Percentage of purchase price of product for which Seller is responsible</i>
<i>0-2 -----</i>	<i>100%</i>
<i>More than 3, but less than 4 -----</i>	<i>60%</i>
<i>More than 5, but less than 6 -----</i>	<i>40%</i>
<i>More than 7, but less than 8 -----</i>	<i>20%</i>
<i>More than 9, but less than 10 -----</i>	<i>10%</i>

PLAYGUARD SOFTPAVE PIGMENTED & NON-PIGMENTED 10 YEAR WARRANTY

Warranty Exclusions

This warranty does not cover:

- Any application other than children's playgrounds, or rooftop & patio adult pedestrian traffic use will need to be approved by the Ecore Playguard Division.
- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation, or maintenance and the like (see installation, care, and maintenance instructions).
- Color change or pigment loss caused by exposure to UV and/or normal abrasion from pedestrian traffic.
- Normal abrasion from pedestrian traffic or wear expected from the use or environment of application.
- Pre-mature wear of products installed in areas not recommended by Ecore.
- Any express or implied promise made by any salesman or representative.
- Failure due to improper sub-surface preparation.
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to 2000 pounds per square inch). Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. SoftPave tiles are not designed to perform under such concentrated high pressure.

Ecore will not accept claims for damage caused by extreme high forces.

Additional Considerations:

- The Seller's liability is limited to the material and transportation costs of repair or replacement of the product at the Seller's option. The Seller shall be responsible for installation costs and the costs of other work in connection with such repair and replacement only if such work was performed by Seller in the original installation. Where tile is installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such tiles are excluded from this warranty.
- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished products will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any products at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state and province to province.

Revised on 07/20/2017.
Supersedes all previous versions.