



## 17 YEAR INDOOR TILE LIMITED WARRANTY

### THE BEST WARRANTY IN THE INDUSTRY

Subject to the disclaimer and limitations set out below, VersaCourt, LLC warrants to the original purchaser of VersaCourt® Indoor tile that the product shall be free from defects in workmanship and materials when installed and used in accordance with the product documentation and installation instructions for a period of seventeen (17) years from the date of original purchase. In the event that a tile fails within this time period due to a manufacturing defect, VersaCourt will replace the failed tile with the same or comparable VersaCourt product, at VersaCourt's option, in accordance with the schedule below.

### TILE CREDIT SCHEDULE

All credits are calculated from the original date of purchase in accordance with the current manufacturer's suggested retail price. Original proof of purchase is required for tile credit replacement as outlined below.

- Date of Purchase through 5 year anniversary – No replacement cost
- 5 year anniversary through 10 year anniversary – 50% off MSRP of tile at time of claim.
- 10 year anniversary through 17 year anniversary – 30% off MSRP of tile at time of claim.

### EXCLUSIONS AND LIMITATIONS OF VERSACOURT TILE WARRANTY

This limited warranty does not apply to the extent that the defect or damage is caused by:

- a. Burns, cuts, accidents, vandalism, abuse, negligence, or neglect.
- b. Improper design or failure of the base. This includes damage resulting from failure to adhere to VersaCourt recommendations for hard surfacing below the tiles, as well as improper underlayment.
- c. Damage from lack of allowance for expansion and contraction of product during installation. Such expansion and contractions occurs naturally as temperature and humidity vary, and installation must leave adequate room for such movement. Damage resulting from lack of adequate room for expansion are not covered.
- d. Use of inappropriate footwear, including, but not limited to, long spiked track shoes and metal cleats
- e. Damage occurring from vehicles or trailers of any size (regardless of system of propulsion) turning on the tiles. Radial turning may damage the locking mechanism of the tiles.
- f. The playing surface being used other than for the purpose for which it was designed and installed
- g. Use of improper cleaning methods, abrasive cleaning solutions, chemicals, or pesticides.
- h. Chemical and/or gas spills and leaks, including, but not limited to, leaks from equipment driven or used on tile surfaces).
- i. Any damage due to animals or animal traffic
- j. Acts of God or other conditions beyond the reasonable control of VersaCourt
- k. Failure to properly maintain, protect, and repair the products, which includes use of experienced and reputable contractors and third parties
- l. Damage that occurs during the shipping/transportation process. All shipping claims must be filed against the truck line in question.
- m. Shrinking or melting due to (i) reflection off of any surface (such as windows, mirrors, or vehicles), (ii) any object placed upon the surface that traps or intensifies heat and does not allow for proper ventilation or air circulation, or (iii) other sources of extreme heat or flammable materials.
- n. Heat, temperature extremes, or humidity due to sources in the ambient environment, including sunshine, high air temperatures, and failure of climate control.
- o. Damage to the locking system on the tile if disassembled or reassembled improperly. Proper assembly and disassembly instructions are included in the VersaCourt Owner's Manual.
- p. Improper installation or any other grounds unrelated to defects in material and workmanship.



q. Painted lines and logos are not covered under the VersaCourt warranty.

**Shipping and installation of replacement product is the responsibility of the customer.** Labor for removal of old tile or installation of new tile is not included. Costs of disposal of old tile are not covered. The limited warranty is non-transferable and is extended only to the original end-use purchaser. Proof of purchase is required.

### **PURCHASER'S OBLIGATION TO INSPECT UPON DELIVERY**

Purchaser must promptly inspect all Products upon delivery and notify VersaCourt in writing of any defects, shortages or non-conformities within 30 days of the date of delivery ("Delivery Date"). Notwithstanding anything herein to the contrary, if Purchaser fails to promptly inspect and identify any Product defects, shortages, or non-conformities which are discoverable by inspection within 30 days of the Delivery Date, Purchaser shall be deemed to have accepted the Products as is and VersaCourt shall have no obligations and/or liability with respect to such defects.

### **GOVERNING LAW**

This Warranty and its terms and conditions shall be exclusively governed by the laws of the State of Georgia without regard to its conflicts of law provisions. Purchaser agrees that the exclusive venue for any action pertaining to transactions between the Company and VersaCourt shall be the Superior Court of Whitfield County, Georgia. Purchaser hereby waives all personal jurisdiction defenses with respect to such venue.

### **LIMITATIONS ON LIABILITY; NO EXPRESS OR IMPLIED WARRANTIES**

**BECAUSE VERSACOURT PROVIDES THE WARRANTY DESCRIBED ABOVE, VERSACOURT DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VERSACOURT'S WARRANTY IS LIMITED TO REMEDIES OF REPLACEMENT, WHICH SHALL CONSTITUTE THE EXCLUSIVE REMEDY AVAILABLE UNDER OUR WARRANTIES, AND ALL OTHER REMEDIES OR RESOURCES WHICH MIGHT OTHERWISE BE AVAILABLE ARE HEREBY WAIVED BY THE BUYER. VERSACOURT WILL HAVE NO OTHER OBLIGATIONS OR LIABILITY FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE PRODUCT INCLUDING BUT WITHOUT LIMITATION FOR PERSONAL INJURY OR ECONOMIC LOSSES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VERSACOURT IS NOT RESPONSIBLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY. THE REPLACEMENT OF PARTS IS VALID AS LONG AS THE CURRENT MOLD DESIGN IS ACTIVE AND IN USE. MSRP SHALL MEAN AS OF THE DATE ON WHICH ANY WARRANTY CLAIM IS FILED WITH VERSACOURT.**

**Some states (or jurisdictions) do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply.**

**Discounts and cash back offers cannot be combined with each other or any other available offers.**

### **CLAIMS PROCEDURE**

1. Call VersaCourt at 800-540-4899, or write [warranty@versacourt.com](mailto:warranty@versacourt.com) for verification of your warranty and instructions.
2. You will be requested to send a sample of one full tile and/or photograph of the entire surface that is believed to be defective. You may be requested to send one tile of each color.
3. The claim will be promptly resolved either by replacement or a written explanation for the denial of the claim.
4. VersaCourt may request that all or part of the defective items be returned to the plant. Costs are the responsibility of the party identified in the warranty.

**THESE LIMITED WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.**