



Moose Sports Surfaces, Ltd.

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GAMECOURT® PVC Sports Flooring Warranty

Moose Sports Surfaces, Ltd. (Moose) hereby warrants its **GAMECOURT PVC®** materials to be made to manufacturer's specifications and to be free from defects for a period of ten (10) years commencing on the date of substantial completion. This warranty shall be given in lieu of all other warranties or guarantees, expressed or implied, including, but not limited to any warranty of merchantability or fitness for a particular purpose, and/or any other obligation on the part of Moose. The liability of Moose shall be limited to repair or replacement of materials supplied by Moose and proven to be defective in manufacture. It shall not include any other damages either direct or consequential.

Warranty excludes damage caused in whole or in part by normal wear and tear, abuse, faulty construction of the building including settlement, lack of a moisture barrier for on grade or below grade construction, alkali, the failure of associated trades to adhere to specifications, separation of the concrete slab, any movement of the sub-base, moving/expansion/contraction of construction joints, saw joints, expansion joints, and other saw cuts, excessive dryness or moisture from humidity, spillage, migrations through the slab or wall, or any other source. Additionally, the warranty shall not cover accidental damage. Moose does not warrant installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor.

Terms of Warranty:

1. The **GAMECOURT PVC®** is correctly installed over a properly prepared sub-floor.
2. The floor is regularly maintained using an approved maintenance system as laid out in the **GAMECOURT PVC®** Care & Maintenance Guide and using properly maintained equipment and the appropriate cleaning tools.
3. **Within One Year:** If a defect covered by this warranty is reported to Moose in writing within one year of purchase, Moose will supply new material of the same or similar grade sufficient to repair or replace the defective material.
4. **Within Two Years:** If a defect covered by this warranty is reported to Moose in writing after one year but within two years of purchase, Moose will supply new material of the same or similar grade sufficient to repair or replace the defective material.
5. **After Two Years:** If a defect covered by this warranty is reported to Moose in writing after two years but within five years of purchase, Moose will supply new material of the same or similar grade sufficient to repair or replace the defective material.

Warranty Exclusions. The warranty does not cover the following:

1. Difference in color between products and samples or photographs.
2. Discoloration due to U.V. light or heat sources.
3. Surface scratches, changes in shading, texture, and/or gloss during use.
4. Indentations from improper loading including high heels, spiked shoes, rolling loads, and furniture not using floor protection.
5. Damage caused by chemically reactive materials, carpet crocking, dye, mold, stains, spillages, burns, gouges, scratches, indentations, floods, accidents, abuse, or any harsh scouring pads while buffing.
6. Moose excludes and will not pay incidental or consequential damages under this warranty. By this we mean any loss, expense, or damage other than on the flooring itself that may result from a defect in the flooring. No implied warranties extend beyond the terms of this written warranty. Note: Some states do not allow exclusion or limitations of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.