



Moose Sports Surfaces, Ltd.
2257 North Wayne Avenue, Suite 2C
Chicago, Illinois 60614
773.477.4664
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GAMECOURT® PVC Sports Flooring Warranty

LIMITED PRODUCT DEFECT WARRANTY: Moose Sports Surfaces, Ltd. (Moose) warrants to Owner, subject to all terms and conditions contained in this Warranty, that the above-described Surface is free from defects in materials and workmanship under normal use and service, as long as the Surface was installed in accordance with the Installation Systems section of this Warranty, GameCourt PVC installation guidelines, and drawings, plans and specifications for the Surface. The Limited Product Defect Warranty shall be in force for a period of **Twenty five (25) years** from the Substantial Date of Completion as defined below.

LIMITED WEAR WARRANTY: Moose warrants to Owner, subject to all terms and conditions contained in this Warranty, that there will be no wear-through of the Surface's wear layer under normal use and service, as long as the Surface was installed in accordance with the Installation Systems section of this Warranty, GameCourt PVC installation guidelines, and drawings, plans and specifications for the Surface. For purposes of the Limited Wear Warranty, "wear-through" refers to the top layer of the Surface and means a complete loss of the wear-layer so that the printed layer (pattern or color) is materially changed or affected. The Limited Wear Warranty only shall be in force for a period of **Twenty five (25) years** from the Substantial Date of Completion.

LIMITED MOISTURE WARRANTY: Moose warrants to Owner, subject to the terms and conditions contained in this Warranty, that the above-described Surface shall be free from defects caused by subfloor moisture, as long as the Surface was installed in accordance with the Installation Systems section of this Warranty, GameCourt PVC installation guidelines, and the building or structure in which the Surface is installed maintains a relative humidity ("RH") level (according to ASTM F-2170) as provided in the Installation Systems section of this Warranty, at all times during the Warranty period. This Limited Moisture Warranty shall be in force for a period of **ten (10) years** from the Substantial Date of Completion.

RESPONSE FOR WARRANTY REPAIRS: Moose agrees to perform all repairs required by this Warranty within a reasonable time upon receiving proper written notice from Owner as provided below and after Moose carries out all inspections and tests, which it may deem necessary or advisable. Any required repair work shall be initiated by Moose within a reasonable time after Moose's receipt of Owner's written notice requesting such repairs. Moose's sole liability under this Warranty shall be limited to either repair or replacement of the affected area of the Surface, at its sole discretion, and Moose shall have no other obligations or liabilities with respect to defects of the Surface.

LIMITATIONS AND EXCLUSIONS: This Warranty does not apply to any defect, failure, damage, and/or accelerated, undue or excessive wear in or to the Surface caused by or connected with:

- (a) the installation process of the Surface on the Owner's subfloor surface;
- (b) improper or insufficient design or engineering, improper or insufficient project drawings, plans or specifications, faulty construction of the building or concrete slab including settlement;
- (c) an inadequate or defective pre-existing subfloor or surface;
- (d) the inherent characteristics of the earth and/or surface upon which the Surface is installed;

- (e) misuse, abuse, deliberate acts of vandalism, chemically reactive materials, carpet crocking, dye, presence of alkali, stains, spillages, burns, gouges, scratches, indentations, accidents, or any harsh scouring pads while cleaning;
- (f) accidents, negligence, or acts of God;
- (g) static or dynamic loads exceeding Moose's recommendations;
- (h) use of improper cleaning methods;
- (i) the introduction or accumulation of moisture around or under the Surface beyond the tolerances permitted by Moose's installation guidelines;
- (j) high vapor / moisture and/or other adverse conditions;
- (k) Owner's failure to care for and maintain the Surface in accordance with the GameCourt PVC Maintenance Manual and other written instructions;
- (l) use which is not generally accepted as a typical use of the Surface / normal wear and tear;
- (m) improper installation. Moose does not warrant installer's workmanship. Workmanship errors should be addressed to the contractor who installed the floor.
- (n) improper protection from excessive loads;
- (o) floods and/or other events introducing water to the Surface;
- (p) difference in color between Surface and samples or photographs;
- (q) surface scratches, changes in shading, texture, and/or gloss during use;
- (r) Indentations from improper loading including high heels, spiked shoes, rolling loads, lifts, and furniture not using floor protection;
- (s) lack of a moisture barrier for on grade or below grade construction
- (t) 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.

Furthermore, this Warranty does not cover nor will Moose be liable for (1) damages due to personal injury; (2) change of the Surface appearance due to excessive ultraviolet (UV) exposure and/or or heat; (3) damage due to unpredictable and/or unknown causes;(4) damage and/or performance reductions due to improper control of atmospheric soiling and/or contamination; (5) stains and/or discoloration of the Surface; and (6) costs associated with the temporary and/or permanent closing of the facility in which the Surface was installed. Moose does not warrant or guarantee the accuracy or sufficiency of any drawings, plans, or specifications not prepared by Moose and which are used in connection with installing the Surface. This Warranty shall be of no force and effect if Moose is not paid in full for the Surface and Moose's obligations under this Warranty are expressly contingent upon Moose being paid in full for the Surface. This Warranty shall not apply to the Surface, or any part thereof, which has been repaired or altered without Moose's prior written consent. No allowance or credit will be granted for any repairs or alterations to the Surface made by Owner except as authorized by this Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON MOOSE'S PART. MOOSE SHALL NOT BE LIABLE FOR ANY DAMAGES UNDER TORT, CONTRACT OR STRICT LIABILITY AND/ OR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES UNDER THIS WARRANTY.

MOOSE'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE AT ITS SOLE DISCRETION ALL OR ANY PORTION OF THE SURFACE WHICH MAY BE DETERMINED TO BE DEFECTIVE. MOOSE'S LIABILITY FOR ANY SUCH REPAIR OR REPLACEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE ATTRIBUTABLE TO THE DEFECTIVE PORTION OF THE SURFACE WHICH IS REPAIRED OR REPLACED.

MAINTENANCE INSTRUCTIONS: Moose has made available or supplied Owner with a copy of the Maintenance Manual containing written instructions for the care and maintenance of the Surface. Owner acknowledges receipt of said Maintenance Manual and agrees to comply with and carry out the instructions contained in it as a condition of this Warranty. The terms of the Maintenance Manual are incorporated in this Warranty by reference. If a Maintenance Manual is not received by Owner at the time of issuance of this warranty, it is the owner's obligation to request and maintain record of receipt.

CLAIMS: All claims by Owner under this Warranty must be made in writing to the following address within thirty (30) calendar days after Owner learns of any defect giving rise to the claim: Moose Sports Surfaces, Ltd. 2257 N. Wayne Avenue, Chicago, IL 60614.

INSPECTIONS AND TESTS: Moose shall be allowed to inspect the Surface during reasonable business hours regarding any claim, which Owner makes under this Warranty; to be present at and to analyze the results of all tests conducted by Owner or others; and to conduct such tests as Moose in its discretion may deem advisable. Owner shall promptly furnish Moose with a copy of all written reports of any tests performed by Owner or on Owner's behalf. Moose shall not be responsible for any costs or expenses incurred by Owner or others with respect to such tests, except that Moose shall pay for the costs of all tests and analyses conducted or directed by Moose representatives.

INSTALLATION SYSTEMS: Moose provides specific installation systems to accommodate a variety of building conditions. It is critical that care is taken by both the owner and the contractor (and other interested parties) performing the work to understand the benefits and limitations of each system and select the appropriate system. All concrete slabs should be carefully inspected for typical, predictable and acceptable conditions, especially as it concerns moisture testing. Existing buildings and structures that are remodeled may not contain effective vapor retarders/barriers, exhibit poor drainage and/or other conditions that allow the introduction of moisture. All Moose installation systems are based on typical, predictable and acceptable conditions. The concrete must maintain conditions consistent with Moose's written tolerances, as outlined in Moose's installation guidelines. Moose does not warrant against the loss of bond or all other adverse effects upon any installation system where conditions exceed Moose's written tolerances; this includes, but is not limited to, the presence and/or accumulation of standing water on the surface of the concrete slab or over other installation systems, including moisture mitigation products that Moose does not provide. In the event of a claim hereunder, Moose reserves the right to perform its own inspections during normal business hours, in its sole discretion, to determine the validity of the claim. Moose does not warrant against the effect of high moisture conditions and/or other adverse conditions existing within any and all building materials, components, elements and conditions.

All Moose installation systems require the ability to bond directly to concrete or approved alternative subfloor surface. Sealers, existing adhesives and/or any other contaminants may affect the performance of any moose installation system. Strict adherence to ASTM F710 is required. The use of solvents to remove existing adhesives is prohibited. Moose does not warrant against any damage caused by the existence and/or application of moisture mitigation systems without Moose's express written approval and consent. Moose expressly excludes from this Warranty the movement of joints and the development of cracks, divots, scratches and gouges in the subfloor surface.

Projects must register for warranty within thirty (30) days of substantial completion of the installation of the Surface.
GOVERNING LAW AND CONSENT: This Warranty shall be governed by and interpreted in accordance with the law of the State of Illinois.

SUPPLIER	Job Name:	
	Job Address:	
Moose Sports Surfaces, Ltd.	Substantial Date of Completion:	
2257 N. Wayne Avenue Chicago, IL 60614	Signed:	
Phone: 773-477-4664	Title:	Sally Cottingham, President
Email: info@moosesports.com	Date:	