



LIMITED WARRANTY MOMENTUM XT®

Moose Sports Surfaces, Ltd. (Moose) provides this Limited Warranty for its rubber surface product against manufacturing defects in material for a period of One (1) year and a Ten (10) year Excessive Wear Period from the date of Substantial Completion. Moose warrants that in the event of a manufacturing defect in the Specified Product covered by this Limited Warranty, Moose's sole liability shall be the following in Moose's sole discretion: to ship replacement product reasonably equivalent to the Specified Product proven to be subject to the manufacturing defects; However, in no event shall any manufacturing defect affecting only the aesthetics and not the performance of any Specified Product require Moose to provide anything other than a reasonable aesthetic resolution.

The replacement or overlay of the Specified Product proven to have a manufacturing defect shall not be deemed to extend or prolong the period or terms of this Limited Warranty. This Limited Warranty shall be void if the Specified Product has been repaired, replaced or overlaid by persons other than those authorized and approved by Moose to perform such work.

Without limiting the foregoing and subject to the particular type of Specified Product involved, this Limited Warranty shall not cover damage to the Specified Product caused in whole or in part by any of the following: (a) usage for which the Specified Product was not designed; (b) faulty construction of the building and/or sub-base; (c) failure of the other contractors to adhere to their specifications; (d) deficiencies in the concrete or asphalt slab; (e) excessive dryness in the concrete slab; (f) failure to install correctly moisture and/or vapor barriers; or (g) excessive moisture or alkali from humidity, spillage, mechanical failure, migration through the slab or walls, or from any other source.

Specifically, excluded from this Limited Warranty is any Specified Product which has been subjected to neglect, abuse, and excess wear in pivoting areas and highstress areas. In addition, this Limited Warranty does not cover damage due to stains, gouges, punctures, tears, accidents, or damage resulting from any intentional misuse of product; luster reduction from use; normal wear and tear, gradual changes in color shading due to exposure to sunlight and/or climatic conditions. Differences in color shading variations with any actual samples, printed illustrations and/or previous productions are also excluded under this Limited Warranty.

This Limited Warranty shall not apply to Specified Product which have been discontinued or Specified Product in a discontinued color at the time of sale, or to goods sold as seconds or B grade.

As a condition precedent to any of Moose's obligations hereunder, the claimant must provide Moose with written notice within (30) days of the discovery of any alleged defect and supply Moose with the details concerning the alleged defect. After notification, an authorized Moose representative shall have the right to inspect and verify the alleged defect. Promptly thereafter, Moose will, if it determines the Specified Product to be defective, as its option, elect as provided in the above 1st paragraph. If shipment of alternative product is elected in accordance with this Limited Warranty, the same product, color and embossing of the Moose Specified Product will be supplied to the extent then reasonably available. Moose will make reasonable efforts to match any of its standard colors for such alternative product if, at the required time, such production can be combined with a production run of the same product and color, but Moose cannot guarantee to match the exact color shading or finish of said alternative product with the Specified Product.

Under no circumstances will Moose be liable for labor, or any other costs incurred in connection with the repair, removal, installation or replacement of the Specified Product covered by this Limited Warranty. Under no circumstances will Moose be liable for direct or indirect damages, labor, removal, installation, incidental or consequential damages, for lost profits, lost sales, injury to property or any other damages, losses or contingencies due to or arising out of the Specified Product, whether or not subject to manufacturing defects. The Limited Warranty is valid only for the original end user of regular or first quality specified Product and is not assignable or transferable under any circumstances. This Limited Warranty is in lieu of all other warranties, expressed or implied, including, but not limited to any warranty of merchantability, habitability

or fitness for a particular purpose, and is in lieu of any other obligations on the part of Moose (contractual, tort or otherwise). This Limited Warranty constitutes the only warranty made by Moose and is a complete and exclusive statement of its obligations. Moose makes no representations, expressed or implied, not specified herein. Any and all representations, promises, warranties or statements by Moose's employees, representatives, agents, dealers, or distributors that differ, enhance, amend or extend in any manner from the terms of this written Limited Warranty shall be of no force or effect. No representative, agent or employee of Moose, or any other person, is authorized to assume for Moose any additional liability or responsibility with Moose floor covering except as described above.

By purchasing the product(s) of Moose, the buyer agrees to accept, and to be subject to, the limited warranty, the limitations to Moose's liabilities and all other terms and conditions provided herein.

The construction, interpretation and performance of this document and all transactions contemplated herein will be governed by the laws of Taiwan, without regard to conflicts of law principles, and any and all other state, national, regional laws and regulations and international treaties, covenants and conventions are excluded.

This Warranty shall be governed by and interpreted in accordance with the law of the State of Illinois. Any dispute arising out of or in connection with this Limited Warranty, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration located in the State of Illinois.

MOMENTUM XT® SPECIFIC PRODUCT RESTRICTIONS AND EXCLUSIONS

6mm, 8mm and 10mm Momentum XT® – NO Spikes or Ice Skates

SUPPLIER'S REPRESENTATIVE

Moose Sports Surfaces, Ltd.
2257 N. Wayne Avenue
Chicago, IL 60614
Phone: 773-477-4664
Email: info@MooseSports.com

Project Name:

Substantial Date of Completion:

Signed:

Name & Title:

Company:

Date: