

Flecks[®]



LIMITED WARRANTY

Rev.013123

Flecks Systems, Inc. (hereinafter referred to as “FSINC”) hereby warrants our Flecks[®] System TPR surfacing systems and coatings to be free of manufacturers’ defects and will conform with published specifications when handled, stored, mixed, and applied in accordance with FSINC’s recommendations.

This warranty is for a period of:

- A. Five (5) years in respect of Deck Flecks[®]
- B. Five (5) years in respect of Deck Flecks[®] Non-Porous
- C. Five (5) years in respect of Play Flecks[®]
- D. Three (3) years in respect of Water Flecks[®] (Not Submerged, Below Water Line)
- E. One (1) years in respect of Water Flecks[®] (Submerged)
- F. Three (3) years in respect of Water Flecks[®] Non-Porous
- G. Three (3) years in respect of FlecksCast[™]
- H. One (1) year in respect of Flecks[®] Coatings

FSINC manufactures and distributes Flecks[®] System TPR surfacing systems and coatings which include but are not limited to: Play Flecks[®], Water Flecks[®], Water Flecks[®] Non-Porous, Deck Flecks[®], Deck Flecks[®] Non-Porous, FlecksCast[™], and EnviroFluff[®]. Flecks[®] System TPR surfacing is installed by independent contractors who are responsible for following proper installation procedures as specified by FSINC, surface preparation, and for workmanship. Flecks[®] Coatings, including but not limited to: UltraCoat[™], WMP Light Stable Epoxy, Urethane Coatings, Epoxy Coatings, and Polyaspartic Coatings are sold by FSINC to independent contractors and end use customers to use for their own purpose. This limited warranty only includes FSINC’s obligation to repair or replace, at FSINC’s option and expense, defective products, or materials in the affected Flecks[®] System TPR surface area or areas that have failed during the warranty period including products sold to customers to use for their own particular purpose. Flecks[®] Products and Coatings are supplied on the condition that you shall make your own tests to determine the suitability of our product for your particular purpose. Any use or application other than recommended by FSINC is the sole responsibility of the user. FSINC is not responsible or obligated to cover labor, travel, removal, or disposal costs of a failed surface or coating.

Defected or failed area(s) include the following: Flecks[®] TPR color fading due to U.V. degradation in non-chlorinated water, surface cracking, edge raveling, bubbling, peeling, delaminating, pitting, loss of integrity as a result of the Flecks[®] System TPR’s degradation.

- Additional defected or failed area(s) for Water Flecks[®] Systems include Flecks[®] thermoplastic rubber granule degradation from chlorinated water exposure at recommended levels set by the Model Aquatic

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Health Code (MAHC) and American National Standard for Water Quality in Public Pools and Spas (ANSI/APSP).

- Degradation from chlorinated water exposure includes:
 - Flecks[®] TPR Granule breaking down, causing physical properties to change.
 - Water Flecks[®] Urethane Binders and Primers losing physical properties.
- Degradation due to chlorinated water exposure does not include color fading.
- Additional defected or failed area(s) for Play Flecks[®] Systems include failure to comply with ASTM F1292 Standard Specification for Impact Attenuation of Playground Surfacing Materials Within the Use Zone of Playground Equipment.

Purchaser/Owner must provide written notice containing full details of such failure or non-conformity including the following: handling, storage, mixing, installation methods used, pictures of the failed/defected areas, installer(s)/contractor(s) who completed the installation, date of installation, proof of purchase if available and date when failure/defect was first noticed. Written notification must be made within (14) days of the discovery of the failure/defect and no later than (7) days after the expiration of the warranty period. FSINC shall not be responsible for any notices received from the Purchaser/Owner after (14) days of Purchaser/Owner's first knowledge of the failure/defect. A warranty claim form can be completed and submitted directly from FSINC's website under the "News & Resources" section of the website.

No one has the authority to make oral warranties and oral warranties are not binding. Except for the expressed warranty stated herein, there are no other warranties expressed or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose. No reseller, agent or employee is authorized to make any modification, extension, or addition to this warranty.

FSINC shall determine the validity of all claims after written notice has been received and after sufficient evidence has been received and reviewed. If necessary, a FSINC site visit may be required to determine the cause of the failure/defect and testing may need to be conducted. Once FSINC validates the claim, only then will FSINC authorize the replacement of materials and/or repair of the Flecks[®] System TPR surface.

FSINC is under no obligation or responsibility to repair or replace Flecks[®] System TPR surface, Flecks[®] Coatings and Flecks[®] Products if damaged by negligence, accidents, misuse, vandalism, abuse (including cuts, burns, gouges, chemical spills, etc.), improper mixing, improper installation, weather related damages, improper surface preparation, improper or lack of maintenance, alterations, improper substrate, minimum cure times of concrete/asphalt substrates not met as specified, base or sub-base design or construction, improper drainage, recommended surface cure times not met as specified, normal wear and tear, damage from sharp objects not permitted on the surface (e.g. athletic shoe spikes, high heels, broken glass, garden tools, etc.), improper storage, or damaged caused by flooding, fire, and other natural disasters and Acts of God.

Any damage to the surface during the curing period will be repaired or paid for at the Purchaser/Owner's expense. Flecks[®] System minimum cure times are as follows: 24 hours or tack free is required for light foot traffic and 72

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hours is required before heavy foot traffic and/or chlorinated water is applied. In colder weather, below 60°F (15°C), cure times may be extended to allow the surface to fully cure and become tack free.

This limited warranty does NOT include the underlying material (e.g., existing surface, existing or new concrete, asphalt, base, sub-base, or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving, settling, improper draining), then FSINC's warranty shall be rendered invalid. If the underlying material is concrete or asphalt a "curing agent" is NOT allowed due to the possibility of causing delamination of the Flecks[®] System TPR surface. Additionally, there is no warranty against surface cracking or separation along curbs or walkways.

Purchaser/Owner agrees and acknowledges that the limited warranty will be voided if the Purchaser/Owner fails to follow Flecks[®] Systems' Maintenance Procedures provided by FSINC. Flecks[®] Systems' Maintenance Procedures are available online at www.FlecksSystems.com and can also be requested from your local installer or FSINC directly.

Purchaser/Owner agrees not to make alterations to the Flecks[®] System TPR surface without prior written authorization from FSINC. Any unauthorized alteration by the customer shall void all warranties and shall require the customer to hold harmless, defend and indemnify FSINC from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said unauthorized alteration.

FSINC's obligation will not extend beyond those expressly stated herein and FSINC will have no such liability to the Purchaser/Owner or any third party for any loss of use or loss of profits, costs, expenses, damage, or liability whether direct, indirect or for incidental or consequential damages.

FSINC's warranty will be null and void if any unauthorized product(s) are used in combination with FSINC's Flecks[®] Systems' products including but not limited to: Urethane binders used to mix with Flecks[®] Thermoplastic Rubber and/or our EnviroFluff[®] Foam used as a cushioned layer in our Play Flecks[®] and Water Flecks[®] Systems, other systems applied on top of EnviroFluff[®] Foam Cushioned layer.

FSINC warrants that EnviroFluff[®] is manufactured to strict quality assurance specifications and that the information supplied by us is accurate to the best of our knowledge. Such information supplied about EnviroFluff[®] is not a representation or warranty. It is supplied on condition that you shall make your own tests to determine the suitability of our product for your particular purpose. Any use or application other than recommended herein is the sole responsibility of the user.

This warranty will be null and void in the event the Flecks[®] System TPR surface, Flecks[®] Coatings and Flecks[®] Products in which a warranty claim is made against has not been paid for in full by the Purchaser/Owner, including any retention funds or agreed change orders. If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. This limited warranty does not lessen or eliminate any other contractual obligation of Purchaser/Owner to FSINC and or the local Flecks[®] System installer.

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Any disputes over a warranty claim shall be initially dealt with by a joint investigation and discussion between FSINC, the Purchaser/Owner and if necessary, the Installer responsible for the installation of the Flecks[®] System TPR surface to achieve a mutually agreeable solution. If such a solution cannot be reached within (30) days from the date of the initial dispute, then either the Purchaser/Owner or FSINC shall submit the matter to an arbitrator who is a member of the American Arbitration Association and located within the State of New Jersey. All arbitration shall be conducted within the State of New Jersey and such Arbitrator shall decide in accordance with the rules and regulations of the American Arbitration Associate. The decision of said arbitrator shall be binding by both parties.

Project Registration Form:

A Project Registration Form shall be completed and submitted to FSINC. A complete record of the project is required for FSINC to provide a Warranty Certificate. A Project Registration Form is available to download from Flecks[®] System website www.FlecksSystems.com and can also be requested from FSINC directly. If a Project Registration Form is not submitted, any warranty claims may be delayed until further investigation is completed on the validity of the claim. Product testing may be required to determine if the project is in fact a Flecks System TPR Surface.