



## **INDOOR TILE WARRANTY**

Flex Court International Inc. (FCI) warrants any Tiles sold by FCI against defects in materials and workmanship for a period of 10 years from date of shipment, provided the conditions of installation and operation have been proper. At FCI 's option, any product proven to be defective within the warranty period will either be repaired or replaced. With prior written approval, FCI will pay reasonable labor costs involved with replacing defective components that are manufactured by FCI and that fail within warranty period. FCI reserves the right to get competitive quotes and to select the appropriate contractor for repairs in the field. FCI WILL NOT HONOR ANY CLAIMS FOR THE COST OF REPAIR WITHOUT PRIOR WRITTEN APPROVAL.

This warranty only covers items manufactured by FCI. It does not cover product purchased where FCI's warranty is specifically excluded from the purchase price. The above warranty also does not include equipment and components not manufactured by FCI. These items carry the warranty of their respective manufacturers.

**ELIGIBILITY** - Warranty extends to the original buyer only. Proof of purchase is required.

**MAINTENANCE** - Tiles must be inspected at least annually. Cleaning must be conducted on a regular basis to ensure a safe and attractive product.

**TILE UV FINISHES** - FCI Indoor Tiles feature a limited UV protection against harmful UV rays for prolonged life. The Tile structure is warranted for 10 years from date of shipment against cracking and deformations. Gradual color fading over 10 years is expected. FCI uses a high level UV protection and in high UV areas a 5%-8% color fading is expected over each 5 year intervals based on exposure from UV through windows.

**PROPER HANDLING AND STORAGE** - FCI shall claim the warranty to be null and void if the coating fails due to circumstances beyond its control including damage during shipping, handling, unpacking, or installation; damage caused by moisture or other contaminants entrapped between protective packaging materials and coated surface, thus constituting improper storage, prior to placement in service; damage or failure caused by acts of God, falling objects, external forces, explosion, fire, misuse or abuse in application, or any other such occurrences beyond FCI 's control.

**WARRANTY CLAIM** - If during the warranty period the Tiles show signs of structural failure, the Buyer must notify FCI in writing and furnish proof of purchase within 30 days of such failure or deterioration becoming evident. Components will be repaired or replaced at the discretion of FCI. FCI will, at its option, reimburse the customer for the cost to repair the components or will make replacement components available from FCI 's factory.

Transportation, removal, and installation costs are not included in the replacement.

***FLEX COURT® Athletics - Designed for Ultimate Performance***

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**WARRANTY REGISTRATION** – Buyer must register the warranty within 90 days of original purchase for warranty to be valid. Any transfer of warranty from buyer to customer must be registered with FCI.

**WARRANTY APPLIES** - This warranty only applies to products that are properly installed following the directions in the product's installation instructions, in their intended application and used in compliance with all applicable local, state and national safety regulations and codes. FCI will not warrant products damaged due to installer connections and/or assembly errors. Damage or failure caused by acts of God, falling objects, explosion, fire, misuse or abuse in application (see product spec sheets for application guidelines), or any other such occurrences beyond FCI's control are also not warranted.

**RIGHT TO EXAMINE** - FCI reserves the right to examine all products and/or any associated component to determine the cause of failure and pattern of usage. FCI reserves the right to be the sole judge as to whether any items and components are defective and or covered under this warranty.

**CHANGES** - FCI reserves the right to make modifications or changes to any of its products, pricing, Limited Warranty and Terms and Conditions without prior notice.

This warranty is exclusive in lieu of all other warranties whether written, oral, expressed or implied and shall constitute the sole and exclusive remedy of Buyer and liability of FCI. FCI is not liable nor warrants the installers and their installation. FCI's products are not sold as a "consumer product" under 15U.S.C. 2301.

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