



# Maple Select™ Response HG™ Flooring Warranty

## 15-Year Limited Warranty

For a period of fifteen (15) years from the date of installation, Sport Court® warrants to the Original Purchaser (herein Purchaser) that Sport Court® Response HG™ Indoor Flooring (herein Flooring) are free from any defect in workmanship or material. This 15-Year Limited Warranty is subject to the Response HG™ Indoor Flooring Warranty, Replacement or Repair of Product, Limitations and Exclusions, and Warranty Claim Procedure provisions set forth below.

## Response HG™ Indoor Flooring Warranty

Response HG™ including Maple Select™, and all coated High Resilience Products: During the fifteen (15) year period covered under this Response HG™ Flooring Warranty, Sport Court® through its authorized Distributors, Dealer and Sales Agent (herein Agent) will replace or repair any defective Flooring under the following schedule:

**0 to 5 Years - No charge to Purchaser.**

**5 to 10 Years - 40% of List Price (as defined below) covered by manufacturer.**

**10 to 15 Years - 25% of List Price (as defined below) covered by manufacturer.**

## Replacement or Repair of Product

At its option, Sport Court® may replace or repair any defective Flooring covered by this Warranty according to the schedule herein. List Price shall mean the prevailing retail price as of the date on which any warranty claim is filed with Sport Court®. Purchaser's refusal or failure to pre-pay their portion of any replacement costs due under this Warranty renders the Warranty void and unenforceable and relieves Sport Court® and its authorized Agent of any further obligation under this Warranty.

## Limitations and Exclusions

Sport Court® warranties are void and unenforceable if:

- a) The Response HG™ has been exposed to any use(s)/load(s) in excess of Sport Court's specifications as may have been provided to Original Purchaser by Dealer at the time of installation. If the Original Purchaser cannot locate the specification sheet, Sport Court® will provide the same upon request, or Original Purchaser may visit Sport Court's website at [www.sportcourt.com](http://www.sportcourt.com) to obtain a copy of the same; or



## WARRANTY

- b) The Response HG™ is improperly installed or installed on an uneven, warped, broken or inappropriate underlayment surface of less than 60 durometer hardness as specified by the manufacturer's specifications.
- c) Original Purchaser fails to maintain the Response HG™ in accordance with Sport Court's approved maintenance procedures or the Indoor Flooring has been misused, used in "other than approved" applications (such as installation outdoors), or damaged by accident, unreasonable use, abuse, neglect, including flooding, immersion in water, or other solutions, conditions of extreme moisture/humidity, exposure to UV (e.g. windows, skylights, and open area application), act(s) of God, or any other cause not directly due to any defect(s) in material(s) or workmanship of the Response HG™.

Sport Court® is not a joint venture with, or partner, affiliate, or representative of, any Agent, or any others, and only authorized officers of Sport Court® have the authority to bind or obligate Sport Court® in connection with this Warranty or in any other manner whatsoever. Except as provided herein, Sport Court® does not warrant installation.

Any alteration or amendment of this Warranty without the prior written consent of Sport Court® shall render this Warranty Void and unenforceable in its entirety. Any reference herein to "this Warranty" shall mean all warranties and/or obligation Sport Court® or its Agent has to the Purchaser regarding any Flooring as set forth herein.

NO WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE BEYOND THE WARRANTIES SET FORTH HEREIN. TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO ANY FLOORING IS EXCLUDED. NEITHER SPORT COURT® NOR THE AGENT SHALL BE LIABLE OR RESPONSIBLE TO THE PURCHASER FOR ANY LOST PROFITS OR WAGES, INCONVENIENCE, GENERAL DAMAGES, COMMERCIAL LOSS, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES SUFFERED OR SUSTAINED BY THE PURCHASER, THE PURCHASER'S FAMILY OR GUESTS/INVITEES OF PURCHASER.

THE MAXIMUM RESPONSIBILITY OF SPORT COURT® TO THE PURCHASER UNDER THIS WARRANTY IS LIMITED TO THE TOTAL PRICE PAID BY THE PURCHASER TO SPORT COURT® OR ITS AGENT FOR THE FLOORING. THE FOREGOING DAMAGE LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE PURCHASER ASSERTS ANY CLAIM FOR BREACH OF WARRANTY OR CONTRACT, STRICT LIABILITY OR TORTIOUS MISCONDUCT, AND REGARDLESS OF WHETHER SPORT COURT® HAS BEEN ADVISED OF ANY POTENTIAL CLAIM FOR DAMAGES TO THE PURCHASER PRIOR TO ACCRUAL OF ANY CLAIM BY, TO, OR FOR THE BENEFIT OF THE PURCHASER.

THIS WARRANTY MAY NOT BE ASSIGNED OR TRANSFERRED BY THE PURCHASER. THE OBLIGATIONS OF SPORT COURT® AND ITS AUTHORIZED AGENT UNDER THIS WARRANTY ARE EXTINGUISHED UPON THE PURCHASER'S SALE, ASSIGNMENT, TRANSFER, OR RELOCATION OF THE FLOORING FROM THE INSTALLATION SITE WHERE THE FLOORING WAS ORIGINALLY INSTALLED BY AGENT. IF THE PURCHASER SELLS, ASSIGNS, LEASES, RELOCATES OR TRANSFERS THE FLOORING WERE ORIGINALLY INSTALLED,

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## WARRANTY

SPORT COURT® AND ITS AUTHORIZED AGENT SHALL HAVE NO FURTHER OBLIGATION UNDER THIS WARRANTY TO THE PURCHASER, OR ANY ASSIGNEE, LESSEE OR TRANSFEREE OF THE PURCHASER. RELOCATION OF THE FLOORING FROM THE ORIGINAL INSTALLATION SITE ON PURCHASER'S REAL PROPERTY TO ANOTHER INSTALLATION SITE OR LOCATION SHALL ALSO RENDER THIS WARRANTY VOID AND UNENFORCEABLE.

THIS WARRANTY SHALL BE GOVERNED AND INTERPRETED UNDER THE INTERNAL LAWS OF THE STATE OF UTAH, UNITED STATES OF AMERICA WITHOUT REFERENCE TO ANY CHOICE OF LAW OR PROVISION OF ANY OTHER STATE OR JURISDICTION.

### **Warranty Claim Procedures**

Should Purchaser have a problem with any Sport Court® product, please contact your Sport Court® Agent. To file a claim under this Warranty, Sport Court® or its authorized Agent may request photos, tile samples and a site visit as part of the Claim Procedure process. In any legal/equitable dispute involving the Purchaser's claims/rights under this Warranty, the Purchaser hereby consents to the jurisdiction and venue of any State or Federal Court located in Salt Lake City, Utah, upon service of process being affected in accordance with the laws of the State of Utah. Purchaser covenants that he/she will not commence any legal or equitable proceedings against Sport Court® in any other forum and consents to the immediate dismissal of any lawsuit that is not filed against Sport Court® in Salt Lake City, Utah as provided in this paragraph.

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