

**ProDekInc**  
**Playground/ Recreational Surfaces**

Re: Three (3) - Year Limited Warranty for:

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ProDek Job Number \_\_\_\_\_

ProDek, Inc. Warrants the safety surface (as per the ProDek specifications) installed under this contract agreement located at

\_\_\_\_\_ for a period of three (3) years commencing from the date of substantial completion established as \_\_\_\_\_ and the warranty period shall expire on \_\_\_\_\_. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the ProDek surfacing system only.

This limited warranty includes only ProDek's obligation to repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delaminating, peeling, and loss of integrity as a result of the ProDek surfacing system degradation. ProDek is under no obligation or responsibility to repair and/or replace the ProDek surface if damaged by vandalism (including burns, cuts, gouges, etc.), product misuse, abuse or alterations, improper slab or base or subbase design or construction, improper drainage, improper or lack of maintenance, any foreign residue that may be deposited on the surface, normal wear and tear, damage for sharp objects (high heels, spikes, etc.) or acts of God.

All warranty claims shall be made in writing to ProDek, within thirty (30) days after the owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the owner shall include the following: details of the failure, photos of the failed area and a request for a warranty claim meeting and the date of the first notice of the failure with ProDek at the installation site (if applicable). ProDek shall not be responsible for warranty claims received from the owner after thirty (30) days of owner's first knowledge of the failure.

Underwater, Water Play and Pool Deck Applications: Foreign or excessive chemicals in the water can cause potential damage to the ProDek surfacing, resulting in fading, chalking, bleeding, and/or degradation. Pool chemicals and water treatments such as "Ozone" and chlorine levels with a ppm greater than 3 will harm/degrade the ProDek surface. The colors will fade. ProDek will not warrant against discoloration and/or fading around pool decks/water areas, nor will ProDek warrant against mildew due to improper drainage and/or improper sloping around

the pool area, sauna areas, steam area or shower area. Minimum slope for drainage is 2%.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original owner. Owner acknowledges that the limited warranty will be voided if the owner fails to follow the ProDek maintenance guidelines provided by ProDek. Owner agrees that in no event shall ProDek have any liability to owner for loss of use or loss of profits or any form of consequential damages. NOTE: The following chemicals can cause potential damage to the ProDek surface and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid timely as per the terms and conditions of this agreement contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the owner's expense. This limited warranty does not lessen or eliminate any other contractual obligations of owner to ProDek.

Customer Initial: \_\_\_\_\_