

# Conditional Limited Warranty

- Zeager warrants its products to be free from defect in materials and workmanship and to meet our published specifications when received by Zeager's customer.
- Zeager further warrants its WoodCarpet system 1, during normal use, to meet ASTM F1292 at an 8 foot fall height when using an 8 inch layer of WoodCarpet or at a 12 foot fall height when using a 12 inch layer of WoodCarpet, for a period of 15 years from the date of the Zeager invoice, or for a period of 3 years from date of Zeager invoice if the WoodCarpet has been bonded.
- Zeager further warrants its WoodCarpet system 11, during normal use, to meet ASTM F1292 at a 12 foot fall height when using a 10 inch layer of WoodCarpet, for a period of 20 years from the date of the Zeager invoice, or for a period of 3 years from date of Zeager invoice if the WoodCarpet has been bonded.
- Zeager further warrants its foam and pvc WoodCarpet Mat to be free from defect in materials or workmanship during normal use for a period of 5 years from the date of the Zeager invoice.
- Zeager further warrants its RecMat system 71 during normal use to meet ASTM F1292 at a 6 foot fall height when using a 1 inch layer of RecBase underneath, at an 8 foot fall height using a 2 inch layer of RecBase and a 2 inch layer of gravel underneath and at a 10 foot fall height when using two 1 inch layers of RecBase underneath, for a period of 10 years from the date of the Zeager invoice. Zeager further warrants its RecMat, during normal use, that wear due to ordinary abrasion from pedestrian traffic will not penetrate completely through the wear course of the surface of the RecMat and that the locking system, when installed according to manufacturer's specifications, will ensure the surface remains fixed and functional.
- Zeager further warrants its RecGrass system 81 during normal use to meet ASTM F1292 at a 4 foot fall height when using a 1 inch layer of RecBase and a 2 inch layer of gravel underneath or at a 6 foot fall height when using a 2 inch layer of RecBase and a 2 inch layer of gravel underneath, for a period of 3 years from the date of the Zeager invoice. Zeager further warrants that its RecGrass color loss will not exceed 15%, based on an acceptable gray scale, and that its tensile strength and pile height will not decrease by more than 50%, for a period of 10 years from the date of the Zeager invoice. This warranty does not cover damage caused by failure to maintain appropriate infill levels where applicable, continued exposure to reflective light from windows and other objects, the use of improper cleaning agents, the exposure to chemicals containing elements from the halogen group (such as chlorine, fluorine, bromine or iodine), herbicides, pesticides or other inappropriate chemicals. Chemical exposure can also result from run-offs from neighboring properties.
- This warranty is valid only if the product(s) are installed and maintained in accordance with Zeager's written specifications and government guidelines, using approved materials; has been subjected to normal use for the purpose for which the goods were designed; has not been subject to burns, cuts, vandalism, abuse, misuse, negligence, neglect, acts of God or accident; has not been subjected to addition or substitution of material; and has not been modified, altered, or repaired by persons other than Zeager or its designees in any respect which, in the judgment of Zeager, affects the condition or performance of the product. This warranty does not cover scratches, fading other than on RecGrass, weathering, discoloring other than on RecGrass, biological degradation, or normal wear and tear. RecMat and RecGrass used in high traffic areas only, in combination with other surfacing products not sold by Zeager are excluded from this warranty.
- Should any failure to conform to this express warranty occur, Zeager shall, upon written notification of the defect, correct such nonconformity, either by repairing the defective product, supplying replacement product, or by refunding the purchase price by issuing a credit to the customer's account, at Zeager's election and within 60 days of the written notification. This shall be the purchaser's sole remedy and Zeager will not be responsible for any consequential damage attributed to the defective product. If Zeager elects to supply replacement product, Zeager shall deliver the replacement product to the site free of charge, but will not be responsible for providing labor or the cost of the removal of the defective product and the installation of any replacement product. If Zeager elects to supply replacement product for its foam WoodCarpet Mat, pvc WoodCarpet Mat, or RecMat, Zeager shall deliver the replacement product to the site, but the customer will be responsible to pay all shipping and handling charges as well as the prorated price of the replacement product, and Zeager will not be responsible for providing labor or the cost of the removal of the defective product and the installation of any replacement product. If Zeager elects to refund the purchase price of its foam WoodCarpet Mat, pvc WoodCarpet Mat, or RecMat, Zeager will refund the prorated purchase price as a credit to the customer's account. In the event of repair or replacement under this warranty, the warranty applicable to the replacement material, repaired product, or replacement product will extend only for the time remaining under the original warranty.
- This warranty is exclusive and is in lieu of all other warranties, whether express or implied, including by not limited to any warranty of merchantability or fitness for a particular purpose. There are no warranties, which extend beyond this warranty. Further, no representation, oral or written, of any Zeager representative may be substituted for the aforescribed exclusive limited warranty. To the extent permitted by law, Zeager shall not be liable for any direct, indirect, special, incidental, or consequential damages, which are expressly excluded from this sale. To make claims under the terms of this warranty, the buyer's written statement of claim, along with a copy of the invoice, and supporting photographs and samples, must be sent to Zeager Bros., Inc. 4000 East Harrisburg Pike, Middletown, PA 17057-4697 USA. Supporting documentation must be provided to Zeager Bros., Inc. within 10 days of receipt of product or within 10 days of failure of product to meet Zeager's specifications or ASTM F1292.