

## **WARRANTY CERTIFICATE: [REKORTAN SYSTEM]**

1. **Limited Warranty.** Advanced Polymer Technology (“APT”) hereby warrants to [CUSTOMER] subject to the terms, conditions and limitations contained in this Warranty Certificate that the products and components delivered by APT (the “Products”) for the [REKORTAN SYSTEM] synthetic sports surface system (“Surface System”) shall (i) be free of defects in material and workmanship when delivered, and (ii) shall not cause failure of the Surface System by disintegrating, peeling, significant change of color or excessive loss of shock absorption properties in the Surface System, and in general permit the Surface system to remain serviceable for athletic sports activities for a period of five (5) years from the date of acceptance by the initial owner/ operator of the Surface System or the date of the first public use, whichever occurs first. APT’s responsibility and obligation under this warranty shall become effective only upon payment in full for the Products furnished by APT for this project.

2. **Remedy.** If the Products fail to perform as warranted in Section 1 during the applicable warranty period, APT will supply all Products necessary for the repair and replacement of the installation area affected by the warranty claim. Products so provided for any warranty claim shall be warranted for the remainder of the unexpired warranty period of the faulty Products replaced. APT shall be responsible to the supply of Products only but not for removal or disposal of the defective Products or installation of new Product.

3. **Limitations on Coverage.** This warranty shall not apply to, and APT shall not be liable for, damage to the Products or other damages caused, directly or indirectly, by Force Majeure events and other conditions beyond the reasonable control of APT, including, without limitation, improper preparation of foundation, drainage of design and installation of the Surface System, improper storage, mixing and on-site preparation, tampering, any unusual use of the Products, vandalism, excessive brushing of the Products during or after installation, use of footwear not common or accepted for the Products, unauthorized modification or alteration of the Products, or failure to properly maintain, protect, repair the Surface System Products in accordance with the attached “Requirements for Use and Maintenance of Track Surfaces”. **This warranty is complete, final and exclusive agreement of the parties with the respect to the quality and performance of the Products and any further claims for collateral incidental or consequential damages are hereby expressly excluded.**

4. Notification of Claims. All claims under this warranty must be submitted in writing, together with proof of Product's installation date within 30 days after first discovery of the alleged defect.

5. Modifications. No dealer, sales representative or similar person has the authority to make any representations or warranties with respect to the Products, to extend any warranty period hereunder or otherwise to change, modify, amend or supplement the provisions of this warranty on behalf of APT. None of the provisions of this warranty may be changed, modified, amended or supplemented except by a written instrument signed by an authorized representative of APT. **This warranty shall become effective only if properly executed by the undersigned officer of APT.**

Location of Products Installation:

Owner/User:

Date of completion or first use:

Approved for Advanced Polymer Technology

By: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_.  
Authorized Signer

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**APT**

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