

PROVIDING GREEN LIVING SOLUTIONS......RECYCLED MATERIALS AT THEIR BEST!

RAINBOW TURF THREE - YEAR WARRANTY

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, RAINBOW TURF PRODUCTS® WARRANTS TO THE BUYER THAT THE RAINBOW TURF SOLD TO THE BUYER WILL BE FREE FROM MANUFACTURING DEFECTS AT THE DELIVERY, A FLEXIBLE CURB USED AS CONTAINMENT CURBING.

IF UPON INSPECTION BY THE PURCHASER UPON RECEIPT, THE RAINBOW TURF EVIDENCES MANUFACTURING DEFECTS, SELLER'S LIABILITY AND BUYER'S REMEDIES ARE LIMITED, AT SELLERS OPTION, TO REPLACE THE DEFECTIVE "RAINBOW TURF" AT THE F.O.B. POINT OF ORIGIAL CONTRACT OF SALE.

SELLER FURTHERMORE WARRANTS THAT THE "RAINBOW TURF" MATERIAL WILL NOT PREMATURELY DECOMPOSE BECAUSE OF WEATHERING FOR A PERIOD OF THREE (3) YEARS FROM THE DATE SOLD, IF PROPERLY INSTALLED, MAINTAINED, AND USED FOR THE PURPOSE FOR WHICH THE SELLER INTENDED.

RAINBOW TURF

BUYER SHALL GIVE SELLER NOTICE OF CLAIM UNDER WARRANTY WITHIN THIRTY (30) DAYS OF DISCOVERING PREMATURE DETERIORATION OF PRODUCT. IF UPON INSPECTION BY THE SELLER THE PRODUCT SHOWS PREMATURE DETERIORATION BECAUSE OF WEATHERING WITHIN A FIVE (5) YEAR PERIOD STATED HEREIN, THE SELLERS LIABILITY AND THE BUYERS REMEDIES ARE LIMITED AT THE SELLERS OPTION TO PROVIDE REPLACEMENT MATERIALS. THE WARRANTY WILL BE 100% THE PURCHASE PRICE OF THE PRODUCT. THIS WARRANTY EXCLUDES ACTS OF GOD, DAMAGE FROM IMPROPER MAINTENANCE, NORMAL WEAR AND TEAR, PRODUCT VANDALISM BY WAY OF MARKING, SCARRING, PUNCTURING EXPERIENCED FROM ITEMS SUCH AS PENS, PENCILS, KNIVES, HIGH HEELS OR ANY SUCH OBJECT OF LIKENESS, OR MACHINERTY NOT INTENDED FOR TRAFFICKING ON SURFACE OR USE OF MAINTENANCE EQUIPMENT WHEREIN THE SURFACING SUPPORTS THE WEIGHT OF THE EQUIPMENT, DAMAGED DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO ON ACCOUNT OF ACCIDENT VANDALISM, ANIMALS, FIRE, FLOOD, CHEMICAL REACTION, STATIC, IMPROPER SUBSURFACE PREPARATION, FAILURE OF THE SUBSURFACE AFTER INSTALLATION AND THE USE OF CLEANING FLUIDS, OR IMPROPER CLEANING METHODS, AND EXPOSED TO LIGHT OTHER THAN NATURAL LIGHT. THE PRODUCT WARRANTY IS COMPLETELY REPRESENTED HERE IN WRITING, AS ALL PROMISES ARE DECLARED WITHIN THIS DOCUMENT. THE SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO THE PRODUCT, OR ANY TO THE SURROUNDING PREMISES ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Setting the Standards in our Industry Providing Beautiful Solutions to Environmental Pollution

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