

## 10 YEAR LIMITED WARRANTY

**IMPORTANT NOTICE: Read this entire Limited Warranty before purchasing, or using this product. By purchasing, or using this product, you are acknowledging that this Limited Warranty is part of the sale terms.**

**COVERED PRODUCTS.** This Limited Warranty applies to the following Monkey Bars of WNY products: Epoxy or Polymer Flooring, (hereinafter referred to as the “Covered Products”). Monkey Bars of WNY makes the following express limited warranties for the Covered Products purchased and installed within the United States, subject to the conditions and limitations stated below.

**LIMITED WARRANTIES.** Monkey Bars of WNY warrants to the Buyer that the Covered Products shall be free of manufacturing defects in material or workmanship that significantly impair their proper use or function. Monkey Bars of WNY warrants to the buyer the Covered Products will not separate from the concrete by peeling or flaking. Monkey Bars of WNY disclaims all warranties, express or implied, to subsequent purchasers or users. If the Buyer gives Monkey Bars of WNY notice as required below of a defect in materials or workmanship, Monkey Bars of WNY shall, at its sole option: (1) repair or replace the defective products; or (2) refund the original purchase price. Monkey Bars of WNY shall pay all associated labor costs for repairs or replacements if Buyer gives proper notice as required below. Replacement products may not exactly match replaced products.

**WHAT THIS LIMITED WARRANTY DOES NOT COVER.** Monkey Bars of WNY is not responsible for and makes no warranties as to the following: 1) product failures or damage due to abnormal wear and tear, exposure to some industrial, non-typical household and automotive chemicals or substances, defects or conditions of the existing structure, misuse, abuse, modifications, and alterations; and 2) minor imperfections that do not affect the Covered Product’s integrity or use.

**LIMITATION OF LIABILITY.** This Limited Warranty sets forth Monkey Bars of WNY’s maximum liability for Covered Products. IN NO EVENT SHALL MONKEY BARS OF WNY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION, OR USE OF ANY COVERED PRODUCTS. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. If Monkey Bars of WNY provides any of the remedies identified above (*i.e.* repair, replace, or return of the original purchase price), the Buyer agrees that this limitation of remedy shall not have failed the essential purpose of the Limited Warranty.

**NOTICE OF CLAIM.** Buyer shall promptly notify Monkey Bars of WNY of any claim under this Limited Warranty. Monkey Bars of WNY reserves the right to deny any claims made by the Buyer more than one (1) year after any defect or other basis of a claim covered by this Limited Warranty is discovered by the Buyer or should have been discovered by the Buyer.

**CLAIM PROCEDURE.** You should make claims under this Limited Warranty in writing to Monkey Bars of WNY 3800 Monroe Ave Suite 17 Pittsford, NY 14534 or by calling Monkey Bars of WNY at 585-329-4417. Claims to Monkey Bars of WNY should include the following information: (1) the claimant's name, address, and telephone number; (2) the installation address; (3) the product description, purchase price, and the date and location of purchase; (4) copy of the sales invoice or receipt; (5) a description of your product concerns (you may include photos); and (6) a brief summary of the attempts you made to address the concerns. Monkey Bars of WNY reserves the right to charge a fee for on-site product inspections.

**ENTIRE AGREEMENT.** This Limited Warranty, and all of the terms and limitations contained herein, constitutes the entire agreement between Monkey Bars of WNY and the Buyer.