

Warranty

Ecore Athletic PlyoTurf is guaranteed to be free from manufacturing defects on both material and workmanship. If such a defect is discovered, the customer must notify Ecore Athletic either through the contracting installer, distributor, or directly. If found to be defective within five years under normal non-abusive conditions, the sole remedy against the seller will be the replacement or repair of the defective goods, or at the seller's option, credit may be issued not exceeding the selling price of the defective goods.

PlyoTurf warranty shall not cover dissatisfaction due to improper installation, normal wear, damage from improper maintenance or usage, or general misuse, including and without limitation: burns, cuts, tears, scratches, scuffs, damage from rolling loads, damage from cleaning products not recommended by Ecore Athletic, slight shade variations or shade variations due to exposure to direct sunlight, or differences in color between samples or photographs and actual flooring.

I. Items Under Warranty:

1. WEAR – Ecore Athletic warrants that PlyoTurf will not wear more than 10% of its surface pile weight from abrasive wear for 5 years from the date of installation. By abrasive wear is meant fiber loss from the wear layer through normal abrasion, not crushing or flattening of the fiber surface pile in any area, nor due to abnormal usage of the fiber surface.
2. EDGE RAVEL – Ecore Athletic warrants that PlyoTurf will not edge ravel along seams for 5 years from the installation of the product.
3. DELAMINATION – Ecore Athletic warrants that PlyoTurf will not delaminate for the 5 year warranty period of the fiber surface when maintained according to our published procedures. Delamination warranty excludes roll edges that have been modified by cutting and exposed in open areas where not properly protected by an edge molding.

II. Limitations – This warranty does not include:

1. Disfigurement or damage caused by abnormal use or any damage to the PlyoTurf not arising from a product defect. For example, the warranty does not cover tears, burns, cuts, installation on stairs or damage in transit.
2. Differential fading due to light exposure, shading, pile crush, dye lot differences and soiling.
3. Damage from any use for which the product was not designed, including weight drops, sleds, carts (pulling, pushing, or dragging, rope pulled objects) etc.
4. Any condition that would have had a visible defect upon inspection prior to installation.
5. The exact matching of shade or color.
6. Any express or implied promise made by any salesman or representative.
7. Tears, burns, cuts or damage due to improper installation, improper use or improper cleaning agents or maintenance methods.
8. Labor costs for installation of original or replacement material.
9. Sale of "Remnants", "Seconds", "Off Goods" or other irregular (non-first-quality) flooring materials. With respect to "Seconds", "Off Goods", or "Remnants" such are sold "as is," and Ecore Athletic makes no warranties whatsoever, express or implied with respect thereto, including warranties of merchantability or fitness for a particular purpose.
10. Problems caused by moisture, hydrostatic pressure, or alkali in the sub-floor.
11. Problems caused by uses, maintenance, and installation that are contrary to PlyoTurf specifications, recommendations or instructions.
12. Material installed outdoors.
13. Material installed with obvious defects.

14. Material that is not installed and maintained as recommended by Ecore Athletic.
15. Damage to flooring products from pallet jack, tow-motor or vehicular traffic.
16. Environments where the product will be exposed to animal fats, vegetable oils, grease or petroleum based materials. (i.e.: commercial kitchens or auto repair facilities.)
17. Premature wear and deterioration from skates, spikes or natural grass cleats.
18. Differences in color between products and photography.

III. Obligations of Owner

1. The Owner must submit notice of all claims under this limited warranty to Ecore Athletic within the specified warranty period.
2. Claims must be submitted in writing and delivered to:

Ecore International
 Attention: Claims
 715 Fountain Avenue
 Lancaster, PA 17601

3. All areas in which flooring is to be replaced under the terms of this limited warranty must be cleared of all equipment, furnishings, partitions, and the like that have been installed over the flooring subsequent to the original product installation, at the owners expense.

IV. Warranty Remedies

1. After receipt of proper written notice of claim, Ecore Athletic will designate a representative to inspect that product with the Owner's representative and Ecore Athletic will meet all warranty obligations.
2. Subject to any monetary adjustment as may be agreed to upon in writing by Ecore Athletic, and subject to the above warranty limitations and Owner obligation, Ecore Athletic shall repair or, in its sole discretion, replace any designated PlyoTurf sold by it containing a defect covered by the above limited warranty, at no expense to the owner, excluding labor.
3. Any replacement will be made with a comparable product selected by Ecore Athletic from the then-current Ecore Athletic running line. However, Ecore Athletic obligation shall not include the reimbursing of any indirect costs or consequential damages, however, incurred. By way of example, and not limitation, damages arising from interruption of use of the spaces affected, nor expenses in removing furniture from the affected area be included in our obligation.

These warranties are in lieu of any other warranty expressed or implied. Ecore Athletic shall not be liable for any incidental or consequential damages which may result from a defect. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

These warranties give you specific rights, and you may also have rights which may vary from state to state. To know what your legal rights are in your state, consult your local or state Consumer Affairs Office or your State Attorney General.

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Flooring Solutions Beyond the Expected