

LIMITED WARRANTY

This Limited Warranty covers material manufacturing defects in the rubber mulch (the “Product”) enclosed in this package, such that the Product (a) is 99.9% wire-free as measured by weight; and (b) will retain a minimum of 50% of its color coverage for twelve (12) years from the date of manufacture as long as the Product is used in accordance with label instructions and under normal conditions. This Limited Warranty is non-transferable and shall apply only to the original purchaser of this Product (the “Purchaser”), who purchases the Product for personal or business use and not for the purpose of distribution or resale.

Within a reasonable period of time after receipt of a timely written notification of an eligible warranty claim, IMC Outdoor Living, a division of Liberty Tire Recycling, LLC (collectively, the “Manufacturer”) will, at its sole option, either replace the Product determined by the Manufacturer to be non-conforming or refund the purchase price paid by the Purchaser on a percentage basis. All claims must be received within twelve (12) years of the date of purchase by the Purchaser, and all claims must include the original receipt as well as a brief explanation of the alleged issues experienced. Any replacement or refund of the purchase price paid by the Purchaser is subject to the Manufacturer’s prior examination of the non-conforming Product and its written approval and is subject to the exclusions set forth below. Any replacement Product furnished by the Manufacturer in fulfillment of this Limited Warranty is warranted only for the unexpired portion of the original Limited Warranty period. The purchaser acknowledges that there may be a color variance between the original Product and any replacement product, as a result of normal weathering of the original Product, and such color variance is not considered a material defect.

This Limited Warranty does not cover damage, deterioration, or malfunction resulting from any of the following: (I) accident, negligence, misuse, improper installation, acts of third parties, or failure to follow instructions from the Manufacturer; (II) any shipment of the Product (all such claims must be presented to the carrier); (III) Product which has been altered; (IV) Product exposed to chemicals or unusual elements which discolors or adversely affects the Product; (V) Product which is not supplied by Supplier as indicated by its original packaging or on which the serial number has been defaced, modified or removed on the packing; (VI) improper installation or treatment, as more fully set forth below*; (VII) Product which has not been purchased from an authorized distributor of Manufacturer; and/or (VIII) color changes and/or fading which are a part of the normal weathering process of the Product. The Manufacturer is not responsible, and Purchaser waives all claims against Manufacturer, for any incidental and/or consequential damages, installation, removal, or shipping charges resulting from removal or replacement of the Product. Purchaser waives all claims against the manufacturer of the Product; and, except as expressly set forth in this Limited Warranty, Purchaser shall look solely to the Manufacturer for recovery under this Limited Warranty.

LIMITATION AND DISCLAIMER OF IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS

By opening this package, the Purchaser of this Product agrees that the sole and exclusive remedy for any defect in the Product shall be restricted to the Limited Warranty on this package. **THE MANUFACTURER HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES RELATING TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO THE IMPLIED**

WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT ALLOWED BY LAW. NO WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED.

NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

THE REMEDIES DESCRIBED IN THIS LIMITED WARRANTY STATEMENT ARE EXCLUSIVE. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS. SOME STATES DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

*Playground Applications Note: Failure to maintain appropriate depth as needed based on the highest potential fall height may void the Limited Warranty relating to wear and tear and other performance issues.