



ARS LANDSCAPING PRODUCT WARRANTY 5 Year

This Limited Warranty ("Warranty") is made as of _____, by and between ARS Landscaping Corp., with a principal place of business at PO Box 816, Westbury, NY 11590 ("ARS"), and _____, with a principal place of business at _____ ("Customer"), for the materials supplied for Customer's ARS surfacing system ("Materials").

Subject to the conditions set forth below, ARS warrants to Customer the following:

A) Material Quality Upon Delivery

Upon delivery of the Materials to the designated job site, as determined by Customer, the Materials shall be free of any latent defects and shall meet all specifications for content and quality as detailed by the manufacturer of the material.

If upon inspection by ARS, the Materials evidence manufacturing defects, ARS shall have the option to either:

- i) repair the defective Materials, or
 - ii) replace the defective Materials,
- at the FOB point of the original sale, at ARS's complete discretion.

B) Five (5) Year Prorated Performance Warranty

For a period of Five (5) years from the later date of either:

- a) the date of sale, or
- b) installation of the Materials,

the Materials shall not prematurely deteriorate to the point of failure due to regular foot abrasion or weathering. This warranty is conditioned on the proper installation, use, and maintenance of the Materials.

If upon inspection by ARS, the Materials show premature deterioration to the point of failure because of weathering within the Five (5) year period stated herein, ARS shall have the option, at its complete discretion, to either:

- i) repair the Materials, or
- ii) credit Customer an amount equal to the depreciated value of the Materials at the time of the claim, to be applied toward the purchase of a new system.

The value of these remedies shall be determined by the seller based upon the number of remaining months of the unexpired warranty, used to pro-rate at the current price of materials ("Breakdown Underlay" defined herein).

Notwithstanding the foregoing, the maximum pro-rated value shall not exceed the original purchase price of the Materials paid by Customer.



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Warranty Claims & Notice Requirements

Customer shall be required to give ARS proper notice of all warranty claims for any cause whatsoever (whether based in contract, negligence, strict liability, or otherwise) in writing, within fourteen (14) calendar days of Customer's knowledge of the defect.

The written claim must include all of the following for eligibility:

- i) photos of the defective Materials,
- ii) first date of notice of defective Materials,
- iii) details of failure, and
- iv) written request for warranty claim including Customer's information, order number, and any related information ("Claim").

ARS shall review the Claim and shall have complete discretion to determine the validity and eligibility of the Claim for coverage under this Warranty. Failure by Customer to provide timely written notice shall release ARS from any and all responsibilities under this Warranty.

Any portion of the installed surface that fails to meet applicable measures shall be repaired or replaced in accordance with the warranty schedule below.

Breakdown Underlay Material

From the Completion Date until the three (3) year anniversary of the Completion Date, ARS shall be responsible for 100% of the product cost of the repair area or required replacement area for any valid Claim.

Any Claims received by ARS after the three (3) year anniversary and through the five (5) year anniversary of the Completion Date shall be covered at 50% of the material cost required to repair the affected area.

Labor

From the Completion Date until Twenty-Four (24) months after the Completion Date, ARS shall be responsible for 100% of the labor cost required for repair of the defective area.

Any Claims received after this period shall be the sole responsibility of Customer and are not covered under this Warranty.

Limitations & Legal Terms



ARS LANDSCAPING PRODUCT WARRANTY 5 Year

No representative of the seller has authority to make any representations or promises except as stated herein. There are no warranties, either expressed or implied, including the implied warranties of merchantability or fitness for a particular purpose, that extend beyond the warranties contained in this document.

ARS shall not be liable for any incidental, consequential, or other damages to structures or contents arising under any theory of law whatsoever.

Customer shall defend, indemnify, and hold harmless ARS and its affiliates, directors, officers, managers, members, employees, agents, and representatives from and against any and all claims, demands, actions, causes of action, proceedings, judgments, liabilities, penalties, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs) arising out of:

- a) death or bodily injury to any person, or
- b) willful, fraudulent, or negligent acts or omissions of Customer.

This Warranty is in lieu of all other warranties, expressed or implied. In no event shall ARS be responsible or liable for any consequential or incidental damages, including loss of profits, loss of goodwill, or economic loss.

This Warranty becomes effective upon endorsement by both Customer and ARS and shall be null and void if Materials and labor have not been fully paid.

Warranty Exclusions

This Warranty does not cover failures or defects caused by:

Accidents or outside factors, including natural disasters, vandalism, or improper maintenance

Color change in surface top layer due to UV exposure**

Improper sub-base installation prior to ARS surface installation

Improper drainage due to poorly installed sub-base substrates

Improper use of surface, including driving motorized landscaping or recreational equipment

Punctures from sharp objects such as chair legs, heeled shoes, cleats, or spikes

Deposited foreign residue or accumulated dirt not properly removed

Surface cracking along expansion joints, underlying cracks, or separation from adjacent borders, curbs, or walkways



ARS LANDSCAPING PRODUCT WARRANTY 5 Year

Surface color change is inevitable over time even with premium material usage and expert application.

Completion Date: _____

Warranty Effective Date: _____

Maintenance Recommendation

It is highly recommended that roller coats are periodically applied by ARS Landscaping after the fifth (5th) year following the date of completed installation to ensure longevity of color and durability of the surface.

Roller coats help replace the top layer of polyurethane naturally lost over time due to traffic and weathering and help seal the surface from dirt and debris absorption. Roller coats are not mandatory for warranty purposes and are recommended solely to extend the life of the surface beyond the stated warranty period.

SURFACE INSTALLATION INFORMATION

ARS Landscaping Corp.
Company Name

Ryan Martinez
Contact/ Provider Name

516-355-8386
Contact/ Provider Number
Ryan@arsrubber.com
Contact/ Provider Email

Ryan Martinez
Contact/ Provider Signature, Title

Project Name

Site Address

End User Contact Name

End User Contact Email

End User Contact Number

Customer Contact Signature

For warranty activation, user must complete and submit form to info@arsrubber.com upon install close.