

ULTRA BASE COURT AND FOUNDATION PANEL 5-YEAR LIMITED WARRANTY

The warranty obligations of Ultra Base (Ultra Base Court) for this product are limited to the terms set forth below:

WHAT IS COVERED

This limited warranty covers defects (excessive warping, crazing or deterioration) in materials and workmanship of the Ultra Base Court and Foundation panels in their intended use for five (5) years. Ultra Base Court and Foundation accessories (edges, wire tracks, etc) will be warranted for three (3) years. Ultra Base will warrant the product from color fading for a period of one (1) year. Color fading is expected over time and varies among geographical regions depending on UV intensity.

WHAT IS NOT COVERED

This limited warranty does not cover any damage, deterioration or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, neglect, vandalism, exposure to chemicals, subjected to loads exceeding Ultra Base product specifications, fire, improper packing and shipping (such claims must be presented to the carrier), lightning, or other acts of nature. This limited warranty does not cover product failure or performance due to installation. Proper installation is the responsibility of the purchaser and must be executed in order to achieve the full performance of the product. Failure to install properly can have adverse effects on the product, including improper drainage, lack of planarity, flatness, ball bounce and ball roll, and will nullify the warranty. This limited warranty does not cover any damage, deterioration or malfunction resulting from the installation or removal of this product from any installation, any unauthorized tampering with this product, any repairs attempted by anyone unauthorized by Ultra Base to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of this product.

Ultra Base Court and Foundation panels are designed to be installed with all of the underside support ribs resting on a stabilized base. Installing Ultra Base panels on top of pedestals or a joist system will result in the panels not being supported completely underneath and can result in excessive flex and/or panel breakage. Installing the panels in such an unsupported method will result in voiding all manufacturers' warranties.

HOW LONG THIS COVERAGE LASTS

This is a limited warranty for Ultra Base panels for five (5) years. Ultra Base Court and Foundation accessories (edges, wire tracks, etc) will be warranted for three (3) years. Ultra Base will warrant the product from color fading for a period of one (1) year. Color fading is expected over time and varies among geographical regions depending on UV intensity.

WHO IS COVERED

Only the original purchaser, with proof of purchase, of this product is covered under this limited warranty. This limited warranty is not transferable to subsequent purchasers or owners of this product.

WHAT ULTRA BASE WILL DO

Ultra Base will, at its sole option, provide the following remedies to whatever extent it shall deem necessary to satisfy a proper claim under this limited PANEL warranty:

1. Elect to repair or facilitate the repair of any defective panels as follows:
 - 0-2 Years — Free of Charge — Replace with like or similar product.
 - 3-4 Years — Customer pays 45% of retail price
 - 5 Years — Customer pays 70% of retail price

Ultra Base will, at its sole option, provide the following remedies to whatever extent it shall deem necessary to satisfy a proper claim under this limited PANEL ACCESSORY warranty:

1. Elect to repair or facilitate the repair of any defective panel accessories as follows:
 - 0-2 Years — Free of Charge — Replace with like or similar product.
 - 3 Years — Customer Pays 50%

WHAT ULTRA BASE WILL NOT DO UNDER THIS LIMITED WARRANTY

If this product is returned to Ultra Base or the authorized dealer from which it was purchased or any other party authorized to repair Ultra Base products, this product must be insured during shipment, with the insurance and shipping charges prepaid by you. If this product is returned uninsured, you assume all risks of loss or damage during shipment. Ultra Base will not be responsible for any costs related to the removal or re-installation of this product from or into any installation. Ultra Base will not be responsible for any warranty costs related to installation of this product.

HOW TO OBTAIN A REMEDY UNDER THIS LIMITED WARRANTY

To obtain a remedy under this limited warranty, you must contact the authorized Ultra Base reseller from whom you purchased this product or contact Ultra Base directly at 727-391-9009.

In order to pursue any remedy under this limited warranty, you must possess an original, dated receipt as proof of purchase from Ultra Base or an authorized Ultra Base reseller. You may also be directed to an authorized reseller or a person authorized by Ultra Base to repair the product.

LIMITATION OF LIABILITY

THE MAXIMUM LIABILITY OF Ultra Base UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ACTUAL ORIGINAL PURCHASE PRICE PAID FOR THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, Ultra Base IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY.

Some countries, districts or states do not allow the exclusion or limitation of relief, special, incidental, consequential or indirect damages, or the limitation of liability to specified amounts, so the above limitations or exclusions may not apply to you.

EXCLUSIVE REMEDY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, Ultra Base SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF Ultra Base CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN ALL IMPLIED WARRANTIES COVERING THIS PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THIS PRODUCT AS PROVIDED UNDER APPLICABLE LAW.

RETURNS AND CANCELLATIONS

We have a 7-day return policy. Customer must contact Ultra Base within 7 days of receipt of the product to express their desire to make the return. In the case where a customer chooses to return the Ultra Base products for reasons other than damage, a 20% restocking fee will be assessed. Customer will be responsible for shipping the merchandise back to Ultra Base in the original packaging at their own cost. Once the goods have been received and inspected to see that they are in like new condition, a refund will be issued (less the 20% restocking fee).

Apart from our TPFC 12" -2" and SPC 8' - 1.25", our foam products are made-to-order and may not be returned for a refund.

Should a customer cancel an order prior to shipment, a refund will be issued less 3% to cover the cost of credit card processing.

If a package is received damaged during shipping, it is the responsibility of the customer to have the delivery driver note the damages at the time of delivery so that Ultra Base can file a damage claim. Any missing boxes should be noted at this time as well. Should the customer fail to report the package damaged/missing at the time of the delivery, Ultra Base will not replace the damaged/missing parts as they cannot file a claim against the shipper. If there are damaged/missing parts inside the box and customer has noted at time of delivery, parts will be replaced by Ultra Base.

OTHER CONDITIONS

This limited warranty gives you specific legal rights, and you may have other rights which vary from country to country or state to state. This limited warranty is void if (i) the label, trademark, or company engraving for this product has been removed or defaced, or the original surface has been altered (painted or resurfaced other than court striping) (ii) the product is not distributed by Ultra Base or (iii) this product is not purchased from an authorized Ultra Base reseller. If you are unsure whether a reseller is an authorized Ultra Base reseller, contact the Ultra Base office at 727-391-9009.

Your rights under this limited warranty are not diminished if you do not complete and return the product registration form or complete and submit the on-line product registration form. Ultra Base thanks you for purchasing a Ultra Base product.