



# Ultra Base Court/Floor 5-Year Limited Warranty

The warranty obligations of Innovative Base Technologies LLC (IBT) (Ultra Base Court and Ultra Base Floor) 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 Innovative Base Technologies' Ultra Base Court and Ultra Base Floor panels in their intended use for five (5) years. Ultra Base Court and Ultra Base Floor accessories (edges, wire tracks, etc) will be warranted for three (3) years. IBT 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 IBT 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 Innovative Base Technologies 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 Ultra Base Floor panels are designed to be installed with all of the underside support ribs resting on a stabilized base. Installing IBT 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 Court and Ultra Base Floor panels for five (5) years. Ultra Base Court and Ultra Base Floor accessories (edges, wire tracks, etc) will be warranted for three (3) years. IBT 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 INNOVATIVE BASE TECHNOLOGIES WILL DO

IBT 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. IBT will also pay the shipping costs necessary to return this product once the repair is complete.
  - 3-4 Years — Customer pays 45% of retail price
  - 5 Years — Customer pays 70% of retail price

IBT 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. IBT will also pay the shipping costs necessary to return this product once the repair is complete.
  - 3 Years — Customer Pays 50%



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### **WHAT INNOVATIVE BASE TECHNOLOGIES WILL NOT DO UNDER THIS LIMITED WARRANTY**

If this product is returned to IBT or the authorized dealer from which it was purchased or any other party authorized to repair IBT 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. IBT will not be responsible for any costs related to the removal or re-installation of this product from or into any installation. IBT 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 IBT reseller from whom you purchased this product or contact IBT 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 IBT or an authorized IBT reseller. You may also be directed to an authorized reseller or a person authorized by IBT to repair the product.

### **LIMITATION OF LIABILITY**

THE MAXIMUM LIABILITY OF INNOVATIVE BASE TECHNOLOGIES UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ACTUAL ORIGINAL PURCHASE PRICE PAID FOR THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, INNOVATIVE BASE TECHNOLOGIES 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, INNOVATIVE BASE TECHNOLOGIES SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF INNOVATIVE BASE TECHNOLOGIES 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 IBT 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 UBS products for reasons other than damage, a 20% restocking fee will be assessed. Customer will be responsible for shipping the merchandise back to IBT 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).

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 IBT 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, IBT 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 IBT.

### **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 Innovative Base Technologies or (iii) this product is not purchased from an authorized Innovative Base Technologies reseller. If you are unsure whether a reseller is an authorized Innovative Base Technologies reseller, contact the Innovative Base Technologies' 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. Innovative Base Technologies thanks you for purchasing a Innovative Base Technologies product.



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