Ultra Base Court/Floor 5-Year Limited Warranty

The warranty obligations of Ultra Base Systems (UBS) (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 Ultra Base Systems 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. UBS 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 UBS 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 Systems 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 UBS 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. UBS 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 SYSTEMS WILL DO

UBS 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

UBS 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%

MADE IN USA

Proudly made in the USA from recycled and recyclable materials.

866.921.7888 | 727.391.9009
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ULTRA BASE SYSTEMS

WHAT ULTRA BASE SYSTEMS WILL NOT DO UNDER THIS LIMITED WARRANTY

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

LIMITATION OF LIABILITY

THE MAXIMUM LIABILITY OF Ultra Base Systems 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 Systems 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 Systems SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF Ultra Base Systems 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 UBS 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 UBS 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 UBS 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, UBS 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 UBS.

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 Systems or (iii) this product is not purchased from an authorized Ultra Base Systems reseller. If you are unsure whether a reseller is an authorized Ultra Base Systems reseller, contact the Ultra Base Systems’ 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 Systems thanks you for purchasing a Ultra Base Systems product.

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