



# UltraBaseSystems™ 10 Year Limited Warranty

The warranty obligations of Ultra Base Systems(UltraBaseSystems(UBS)) 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 UBS panels. Any panels or turf exposed to excessive ultra violet light are warranted for three (3) years. The accessories have a three-year limited warranty as provided below.

## 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, vandalism, accident, neglect, exposure to chemicals, prolonged UV exposure, 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 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 UBS to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of this product.

UBS 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 UBS panels for ten (10) years. UBS accessories will be warranted for three (3) years.

## WHO IS COVERED

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

## WHAT UBS WILL DO

UBS will, at its sole discretion, provide one of the following two remedies to whatever extent it shall deem necessary to satisfy a proper claim under this limited warranty:

1. Replace this product with a direct replacement or with a similar product deemed by UBS to perform substantially the same function as the original product.
2. Issue a refund of the original purchase price less depreciation to be determined based on the age of the product at the time remedy is sought under this limited warranty.

## WHAT UBS 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 WARRANTY

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 UBSs to repair the product.

## LIMITATION OF LIABILITY

THE MAXIMUM LIABILITY OF UBS UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID FOR THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UBS IS NOT RESPONSIBLE FOR DIRECT, SPECIAL,



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**866.921.7888 | 727.391.9009**  
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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, UBS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF UBS 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 30-day return policy. Customer must contact UBS within 30 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, (ii) the product is not distributed by UBS or (iii) this product is not purchased from an authorized UBS reseller. If you are unsure whether a reseller is an authorized UBS reseller, contact the UBS office at 727-391-9009.

Your rights under this limited warranty are not diminished if you do not complete the online product registration form. UBS thanks you for purchasing a UBS product.



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