



## Limited 4-Year Warranty

Sof'Solutions Incorporated ("Sof' Play") warrants the Sof' Play installation to the original purchaser

**Limited Warranty.** Sof'Solutions Inc. warrants that its floor covering products, when installed using Sof'Solutions recommended procedures, shall perform in accordance with their published specifications and testing at time of purchase. Shall be free from manufacturing defects under normal use for a period of four (4) years from the date of original installation. This is the sole exclusive warranty provided by Sof'Solutions, and Sof'Solutions makes no other warranty, either express or implied, or any other kind including, without limitation, any warranty of merchantability or fitness for a particular purpose. This limited warranty shall extend only to the original purchaser or original end-user and is not assignable.

**Limitation of Remedies.** Sof'Solutions only obligation hereunder will be to deliver to the original purchaser or original end-user, free of charge, sufficient material of same or similar quality to replace the defective product. Provided, however, if a warranty claim is made within one (1) year of installation and the defect could not be visible before installation or reasonably discovered during installation, then Sof'Solutions will assume reasonable installation costs of the replacement product. No labor cost will be covered on claims made after one (1) year of original installation under any circumstances. Except for warranty claims asserted within one (1) year and which are based on defects that could not be visually seen or reasonably discovered prior to installation, Sof'Solutions shall have no obligation to remove any defective product or install any replacement product or pay any costs of removal or installation. Any removal or replacement shall be the sole-responsibility of purchaser or end-user. Replacement will be provided only after Sof'Solutions inspection of the defective product. Sof'Solutions and its representatives should be permitted reasonable access to facilities for the inspection and testing of the product. All claims for defect must be made in writing, delivered to Sof'Solutions during the warranty period. Purchaser and end-user have the sole responsibility to properly install and maintain the products. Sof'Solutions shall have no obligation to replace any product which has been subjected to misuse, neglect, accident or abuse, or which has not been installed or maintained in accordance with Sof'Solutions written instructions, or which has been exposed to undue wear and tear, excessive moisture, solvents. In addition to the foregoing limitations, Sof'Solutions limited replacement warranty shall not cover surface

stains, dissatisfaction due to improper maintenance or installation, damage from improper maintenance or usage or general misuse including, without limitation, burns, cuts, tears, scratches, scuffs, indentation damage, extended direct exposure to sunlight, excessive moisture vapor hydrostatic pressure damage from the subfloor, mold or mildew, difference in color between samples or photographs and the actual flooring. Slight color variances are inherent with all colored materials and are not covered in this limited warranty. Color fade due to exposure and time are not covered in this limited warranty. The replacement (and reasonable installation costs under conditions set forth above) of any covered defective products in the manner set forth above shall constitute the sole and exclusive remedy hereunder and fulfillment of all the obligations of Sof'Solutions with respect to the limited warranty given herein.

**Limitation of Liability.** Except for the payment for reasonable installation costs under the limited conditions set forth above, Sof'Solutions total, complete and exclusive liability hereunder shall be limited to replacement of defective product as provided herein and shall not exceed the value of the defective product furnished. Purchaser and end-user waive all other remedies, warranties and liabilities of any kind, express or implied, whether arising by operation of law or otherwise. Sof'Solutions shall not be liable for loss of profits, direct, indirect, incidental, special, consequential or other damages under this limited warranty or from cause of action whatsoever, whether based upon warranty, negligence, strict liability or otherwise.

This limited warranty may not be extended, altered or waived except in writing signed by any authorized officer of Sof'Solutions. Any action for breach hereunder must be commenced within one year after the cause of action has accrued. This limited warranty shall be construed and enforced under the laws of the state of Utah.

Warrantor Sof'Solutions Incorporated  
PO Box 667, Draper, UT 84065