



# Brock® PowerBase™ Limited Product and Performance Warranty



Brock International LLC ("Brock") warrants to the owner of the playing field or fields at which Brock PowerBase™ panels ("Panels") have been installed ("Owner") that the Panels are warranted against warping, cracking, shattering, splitting or deflection in excess of limits described below, under normal and proper use as an underlayment for an artificial turf sports surface and shall be free from defects in material and workmanship for a period of twenty (20) years after the date of installation ("Warranty Period"). Brock also warrants that the Panels will continue to act as a shock absorbing and drainage layer during the Warranty Period, as long as they are not subjected to compressive static stress in excess of 35 pounds per square inch (psi) for a period greater than 30 minutes, or dynamic compressive impact in excess of 106 psi.

Brock will indemnify, defend (with counsel of Brock's choice or Brock's insurance carrier's choice) and hold harmless the owner against any loss, liability or claim arising from breach of the warranty, to the extent set forth below. If Brock determines that any Panels do not conform to this Warranty, Brock shall deliver to the Owner and install new Panels to replace the non-conforming Panels. The installation shall include the temporary removal and repair or replacement of the artificial turf and infill over the affected area. Brock shall have reasonable discretion as to whether to repair or make replacement of the artificial turf. Owner shall give Brock reasonable advance notice of replacement of the entire turf surface (for reasons other than breach of Brock Warranty) so that a Brock representative will be present at the time of turf replacement to inspect the Brock panels for lack of damage which would void the Warranty. The Warranty will not continue in effect after turf replacement if such notice is not given.

### Restrictions

This Limited Product Warranty ("Warranty") shall be effective only if (1) the Owner gives Brock written notice of a claim under this Warranty within thirty (30) days after the Owner discovers the existence of the condition that gives rise to the claim, and (2) an opportunity to then inspect the Panels (in place as originally installed) with respect to which the claim is made.

### Exclusions

There shall be no warranty as to any permanent depression of the surface of Brock PowerBase™ panels which is less than 20% of the total thickness of the panel. This Warranty shall not apply to any Panels which have once been installed and thereafter removed to a new location.

Notwithstanding anything to the contrary in this Warranty any damage or defect resulting in whole or in part from any of the following causes is NOT the responsibility of Brock and is NOT covered by this Warranty:

1. Improper handling or use of Panels after delivery to the job site, including, but not limited to, imposition of excessive static loads (in excess of 35 psi for a period greater than 30 minutes) or dynamic loads (impact in excess of 106 psi) or breaking or improper cutting of Panels during the installation process;
2. Improper or inadequate site preparation, including, without limitation, improper or inadequate base material, improper or inadequate base material grading or compaction; or improper design or installation of drainage facilities or field edging;
3. Improper installation of Panels, including, without limitation, failure to comply with Brock installation instructions;
4. Floods, fires, winds, lightning, accident, vandalism, terrorism, war, malicious mischief, or other causes outside the control of Brock;
5. Improper use or protection after installation, including, without limitation, imposition of excessive static loads (in excess of 35 psi for a period greater than 30 minutes) or dynamic loads (impact in excess of 106 psi), or cutting of panels by any cause after installation;
6. Soil expansion or contraction, subsidence, shifting, compression, erosion or any other condition related to the soil, base or subsurface upon which the Panels are installed;
7. Improper installation, maintenance, repair or replacement of the field's artificial turf system;
8. Extended exposure of the Panels to sunlight or other source of ultraviolet light.

### Disclaimer

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE PURCHASE, USE OR CONDITION OF ANY PANELS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, "QUALITY OR CONFORMITY WITH ANY DESCRIPTION OR SAMPLE. EXCEPT AS SET FORTH IN THIS WARRANTY, ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS IMPLIED BY LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

### Limitation of Damages

OWNER'S EXCLUSIVE REMEDY FOR ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ANY PANELS, INCLUDING, WITHOUT LIMITATION, ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, OR ANY ALLEGATION THEREOF, SHALL BE LIMITED TO REPLACEMENT OF THE PANELS FOR WHICH A CLAIM IS MADE AND PROVED AND REPAIR OR REPLACEMENT OF OVERLYING ARTIFICIAL TURF. IN NO EVENT SHALL BROCK BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ANY PANELS, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY PLAYING FIELD.

No person other than the Owner or Brock or a signatory purchaser shall have any rights to enforce any term of this Warranty. Brock shall be permitted to assign any obligations and limitations under this Warranty, without the prior consent of Owner, to any purchaser of substantially all of the assets of Brock or to any financially responsible party in connection therewith.

Any dispute or claim arising out of or related to this warranty or the contract or contracts related to the sale and/or installation of Brock PowerBase™ panels shall be resolved by arbitration pursuant to the rules and procedures of the Construction Industry Division of the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. In the event of the arbitration (or litigation) of any such dispute, the prevailing party on any claim shall be paid the prevailing party's reasonable attorneys fees, expert witness fees, and other costs associated with the particular claim.

Location or Identification of Playing Field or Fields covered by this Warranty:

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Agreed and Accepted with respect to Playing Fields above described.

Field Owner

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Representative of Owner

Purchaser (if Not the Owner): \_\_\_\_\_

Purchaser agrees to be bound by the foregoing Warranty, and is entitled to the obligations of Brock thereunder.

\_\_\_\_\_

Purchaser's Name

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Representative of Purchaser