

WARRANTY APPROVAL

RETURN POLICY

The standard AquaticBlue SlidePad may be returned after approval is received from Aquatic Pads in the form of a Returns Goods Authorization form (RGA). A restocking fee of 25% will be assessed on the transaction. The customer is also responsible for any domestic or international return freight charges.

All Custom-made SlidePads and EdgePads are NON-RETURNABLE.

LIMITED WARRANTY

AquaticPads warrants SlidePad, EdgePad and FloorPads ("Pads") for a period of two (2) years commencing from the date of owner installation but no later than 10 days after receipt of the Pads by the owner. The warranty period is a maximum of two (2) years from the installation of the original pad and does not reset upon installation of a warranty replacement pad.

This limited warranty includes only our obligation to repair, replace or issue a credit, at our sole discretion, for defective material of the Pads that have failed during the warranty period. A failure of the Pads includes cracking along all edges, significant pebble color fading, disintegration of the foam Pad, delamination from the bonding surface and loss of foam integrity as a result of degradation. The customer is responsible for any domestic or international warranty replacement freight charges. The limited warranty does not include delamination from the bonding surface if the Pads are installed/glued-down by the owner. If a replacement pad is requested, the owner is responsible for all return shipping charges and additional adhesive for the replacement pad.

AquaticPads is under no obligation or responsibility to repair and/or replace the Pads if damaged by vandalism (including cuts, burns, gouges, etc.), misuse, abuse or alteration, improper subsurface design or construction, improper drainage, improper or lack of maintenance, any foreign residue that may be deposited on the surface, normal wear and tear, damage from sharp objects (high heels, spikes, etc.) or acts of God. AquaticPads shall determine the validity of all warranty claims after sufficient evidence has been gathered. AquaticPads shall then repair, replace or issue a credit for any valid claims. Any credit issued to the Owner on a warranty claim must only be used to purchase replacement and/or additional Pad.

This limited warranty does not include the subsurface that the Pads are adhered to (existing surface, existing or new aggregate, existing or new concrete or existing or new asphalt). If the subsurface fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving or settling), this limited warranty shall be rendered invalid. If the subsurface is new concrete and a curing agent was used, this limited warranty shall be rendered invalid. In addition, there is no warranty against the Pad cracking along expansion joints or underlying cracks, or separating from an adjacent border, curb or walkway.

This limited warranty does not include discoloration as a result of high levels of chlorine (>3PPM), unapproved cleaning materials, vandalism and submersion in bromine water.

Owner agrees that it will not, under any circumstances, make alterations to the Pad without the written authorization from AquaticPads. Any unauthorized alterations by the Owner shall immediately void this limited warranty and shall give rise to the duty of the Owner to hold harmless, defend and indemnify AquaticPads from any claim, suit or cause of action, personal injury, death or property damage arising out of or related to said alteration. This limited warranty is expressly made in lieu or any other warranties and is exclusive to the original Owner. Owner acknowledges that this limited warranty shall be voided if the Owner fails to follow the maintenance guidelines provided by AquaticPads. Owner agrees that in no event shall AquaticPads have any liability to Owner for loss of use or loss of profits or any form of consequential damages.

The following chemicals can damage the Pad and should be avoided: disinfectants, concentrated chlorine bleach, gasoline, diesel fuel, hydraulic and lubricating oils, acids and organic solvents. Failure to pay for the Pad within the agreed upon terms shall void this limited warranty. Any damages to the Pad during the adhesive/bonding curing period are the responsibility of the Owner and shall be repaired at the Owner's expense. This limited warranty does not lessen or eliminate any other obligations of Owner to AquaticPads.