

LIMITED WARRANTY

Innovative Base Technologies, LLC, a Florida corporation ("Seller") warrants to the original purchaser of UltraBase interlocking modular panel(s) ("Buyer") that the interlocking modular UltraBase panel(s) ("Panel(s)"), provided that they are properly stored prior to installation to ensure distortion does not occur, installed and maintained, are warranted against cracking, shattering, splitting or deterioration, under normal and proper use as one component of an artificial turf surface or athletic sport tile and the Panel(s) shall be free from defects in material and workmanship for a period of ten (10) years after the date of delivery to the Buyer ("Limited Warranty Period").

Seller will indemnify, defend (with counsel of Seller's choice) and hold harmless the Buyer against any loss, liability or claim arising from breach of this Limited Warranty, solely to the extent set forth below. If Seller, in Seller's reasonable determination determines that any Panel(s) do not conform to this Limited Warranty, Seller, at Seller's sole option will repair or replace the non-conforming Panel(s). The remedy under this Limited Warranty is expressly limited to repair or replacement of defects in materials or workmanship, and does not include incidental or consequential damages which are specifically declaimed. Some states in the United States do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions may not apply to you.

RESTRICTIONS

This warranty is conditioned upon the prepaid return to Seller at 5030 Seminole Blvd., St. Petersburg, FL 33708, during the Limited Warranty period of any Panel(s) claimed to be defective for examination by Seller to verify the claimed defect. If in the reasonable judgment of Seller the Panel(s) are found to be defective in materials or workmanship, Seller will repair or replace at its option the Panel(s) free of charge. Thereafter, the Panel(s) will be returned to the original Buyer with transportation prepaid. In the event Seller reasonably determines that the Panel(s) are not defective in materials or workmanship, the Panel(s) will be returned to the Buyer at Buyer's expense.

This Limited Warranty ("Limited Warranty") shall be effective only if (1) the Buyer within the Limited Warranty Period gives Seller written notice of a claim under this Limited Warranty within thirty (30) days after the Buyer discovers or should have discovered the existence of the condition that gives rise to the claim.

EXCLUSIONS

There shall be no warranty as to any permanent depression of the surface of the Panel(s) if the Panel(s) are installed over a non stable sub base which allows the Panel(s) to deflect excessively downwards when subjected to excessive static or dynamic loads. This Limited Warranty shall not apply to any Panel(s) which have once been installed and thereafter removed to a new location.

Notwithstanding anything to the contrary in this Limited Warranty any damage or defect

resulting in whole or in part from any of the following causes is NOT the responsibility of Seller and is NOT covered by this Limited Warranty:

Improper handling or use of Panel(s) after delivery to Buyer , including, but not limited to, imposition of excessive static loads or dynamic loads or breaking or improper cutting of Panel(s) during the installation process or any damage incurred as a result of Panels being used for any other purpose other than their intended usage as a structural base system for synthetic turf systems or athletic tiles for athletic or playground purposes;

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 edging;

Improper, defective, omitted or inadequate components, installation or deterioration of those components below, above or abutting the Panel(s), including without limitation, geo textile or similar fabric, turf and infill;

Improper installation of Panel(s), including, without limitation, failure to comply with any Seller installation instruction recommendations;

Floods, fires, winds, lightning, accident, vandalism, terrorism, war, malicious mischief, or other causes outside the control of Seller;

Improper use or protection after installation, including, without limitation, imposition of excessive static loads or dynamic loads, or cutting of or damage to the Panel(s) by any cause after installation;

Soil or other base material expansion or contraction, subsidence, shifting, compression, erosion or any other condition related to the soil, base or subsurface upon which the Panel(s) are installed;

Improper installation, maintenance, repair or replacement of the artificial turf system;

Exposure of the Panel(s) to sunlight or other source of ultraviolet light beyond normal installation time frame; or

Ordinary wear and tear.

LIMITATION OF WARRANTY

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE PURCHASE, USE OR CONDITION OF ANY PANEL(S), 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 LIMITED WARRANTY, ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS IMPLIED BY LAW ARE EXCLUDED TO THE FULLEST EXTENT

PERMITTED BY LAW. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

LIMITATION OF DAMAGES

BUYER'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 PANEL(S), INCLUDING, WITHOUT LIMITATION, ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, OR ANY ALLEGATION THEREOF, SHALL BE LIMITED TO RERPAIR OR REPLACEMENT OF THE PANELS FOR WHICH A CLAIM IS MADE AND PROVED OF THE PANEL(S). IN NO EVENT SHALL SELLER BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ANY PANEL(S), INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY ARTIFICIAL TURF SURFACE OR FIELD.

This Limited Warranty shall be the sole and exclusive warranty given with respect to the Panel(s). The Buyer acknowledges and agrees that, except for this Limited Warranty, Seller makes no warranty of any kind with respect to the Panel(s), including without limitation any warranty of **merchantability** or **fitness** for a particular purpose. Buyer acknowledges that he/she/it is required to inspect the Panel(s) immediately upon delivery and Buyer is relying upon Buyer's own inspection in accepting delivery of the Panel(s).

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

Any dispute or claim arising out of or related to this Limited Warranty or the contract or contracts related to the sale of the Panel(s) shall be resolved by arbitration administered by and pursuant to the applicable rules and procedures of the of the American Arbitration Association before a single arbitrator in St. Petersburg, Florida, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof sitting in St. Petersburg, Florida. In the event of the arbitration (or litigation for a judgment on an award) 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.

This Limited Warranty is to be governed by the internal laws of the State of Florida without regard to its conflicts of laws principles.

Seller does not authorize any person(s), including Buyer, to change the terms of this

Limited Warranty or to extend any warranty that is binding on Seller to any third party.

No claim of a breach of warranty shall be cause for cancellation or rescission of the contract to purchase the Panel(s).

The undersigned acknowledge that they have read and understand the above LIMITED WARRANTY

BUYER:

SELLER

Name of Buyer

Innovative Base Technologies, LLC
A Florida corporation

State or location of formation of Buyer

By: _____
David Barlow

By: _____
Signature

Its: President

Print name

Date: _____

Its: _____
Title

Date: _____

INDIVIDUAL BUYER(S)

Signature of Buyer

Print name of Buyer

Date: _____

Signature of Buyer

Print name of Buyer

Date: _____