



**Brock Shock Pad Series
Limited Product and Performance
Warranty**

1. Limited Warranties. Subject to the terms and conditions of this Limited Warranty, Brock International LLC ("Brock") warrants to the owner of the playing field(s) ("Owner") at which Brock Shock Pad Series panels, ("Panels") have been installed that, for a period of sixteen (16) years from date of purchase (the "Warranty Period"), the Panels shall: (1) be comprised of an expanded polypropylene/polyurethane composite material with a minimum 48 grams per liter density; (2) be free from defects in materials and workmanship; (3) not materially degrade under normal use as an underlayment for artificial turf sports surfaces, (4) be part of a turf system that will not exceed a field average GMax of 135 G's (the "GMax Warranty") as tested according to the ASTM 1936 Protocol using the F-335-A Missile with test conditions above 40° F with field free of any frost or contaminants, provided the original turf initially installed over the Panels has never been replaced (collectively, the "Limited Warranties").

2. Warranty Claim Process. In the event the Panels fail to comply with these Limited Warranties during the Warranty Period, Owner shall: (1) provide Brock written notice within thirty (30) days after its first discovery of the non-compliance; and (2) afford Brock an opportunity to inspect the Panels (in place as originally installed) prior to modifying or altering the Panels in any manner.

3. Exclusions. Notwithstanding any provision herein to the contrary, Brock does not warrant and shall not be responsible for, the Limited Warranties shall not cover, and Owner shall not be entitled to recover, (for breach of contract, tort, strict liability, or otherwise), any loss, liability, claim, damage, cost, expense, or defect (collectively, a "Claim") caused by, in whole or in part, or arising from any of the following: (1) any party's failure to install, use, and maintain the Panels strictly in accordance with Brock's Installation Standards and Manufacturer's Standards; (2) improper handling, use or protection of Panels, 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; (3) improper or inadequate site preparation, including, without limitation, improper base material, grading, compaction, or material usage in perimeter drain collectors; (4) improper or inadequate site drainage, including without limitation, lack of adequate drainage systems, gutters, channels, and water diversion mechanisms; (5) any permanent depression of the surface of the Panels which is less than 7 mm in depth; (6) any cause or event that is not reasonably foreseeable by Brock, including acts of God, extreme weather events, fires, floods, lightning, earthquakes, landslides, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, and injunctions; (7) any condition related to the soil, base, earth, or subsurface upon which the Panels are installed, including without limitation, soil expansion, shifting, contraction, subsidence, compression, or erosion; (8) improper or inadequate selection, use, installation, maintenance, repair, or replacement of the field's artificial turf system, including any infill; (9) cumulative exposure of the Panels to sunlight or other source of Ultraviolet light for more than ten (10) calendar days; (10) contamination of the infill with sand, dirt, or other substances; and (11) failure to install the Panels with a minimum depth of 25 mm of an infill that includes a minimum 25 percent by weight of resilient content; and (12) as to the GMax Warranty, any Claim occurring after the original turf that was initially installed over the Panels has been replaced (collectively, the "Exclusions")

4. **Remedy.** As Owner's sole and exclusive remedy for any Claim relating to or arising from the Limited Warranties or Panels, and provided the Claim was not caused by or arising from any Exclusion, 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 discretion as to whether to repair or make replacement of the artificial turf and infill. If Owner decides to replace the entire surface for reasons other than a breach of Brock Warranty, Owner shall give Brock reasonable advance notice of replacement of the surface so that a Brock representative can be present at the time of the turf replacement to inspect Brock panels.

5. **Limitation of Liability.** OWNER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE PURCHASE, USE, OR CONDITION OF ANY PANELS OR THIS LIMITED WARRANTY UNDER ANY LEGAL THEORY, INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING NEGLIGENT MISREPRESENTATION), OR STRICT LIABILITY, SHALL BE LIMITED TO THE REMEDIES PROVIDED IN SECTION 4 (REMEDY) OF THIS LIMITED WARRANTY. IN NO EVENT SHALL BROCK BE LIABLE FOR, AND OWNER HEREBY WAIVES ANY RIGHT TO RECOVER, ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INDIRECT LOSSES OR DAMAGES, ALL OF WHICH OWNER EXPRESSLY DISCLAIMS. BROCK'S TOTAL AGGREGATE LIABILITY TO OWNER FOR ANY AND ALL CLAIMS UNDER ANY LEGAL THEORY ARISING FROM OR RELATING TO THE PANELS, ANY ACTION OR INACTION OF BROCK, OR THIS LIMITED WARRANTY, SHALL NOT EXCEED THE TOTAL CONSIDERATION OWNER PAID FOR THE NON-CONFORMING PANELS. The foregoing Limitation of Liability shall not apply to any Claim caused by the grossly negligent or intentional acts or omissions of Brock. Owner and Brock (the "Parties") agree that: (1) this Limitation of Liability was the product of commercial negotiation, formed part of the basis of the sale contract for the Panels, factored into the pricing of the panels, and that Owner had an opportunity to review the same with its legal counsel; (2) in the event the Sole and Exclusive Remedy Fails of its essential purpose, they intend for the above disclaimer of punitive, special, consequential, and indirect losses or damages (the "Disclaimer") to survive and remain binding upon the Parties; and (3) the Disclaimer is independent of any other limitation of liability in this Limited Warranty and reflects a separate allocation of risk.

6. **Disclaimer of Warranties.** THIS LIMITED WARRANTY AND ITS REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. BROCK DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.

7. **General Terms.** This Limited Warranty: (1) shall be governed, interpreted, and enforced solely under laws of the State of Colorado, irrespective of conflict of laws principles; (2) shall not be waived, altered, or modified except in a writing signed by the Parties; (3) supersedes and replaces entirely any previous representations, warranties, or promises made in relation to the Panels; and (4) may only be assigned by Brock in its sole discretion. Failure to enforce any provision of this Limited Warranty shall not constitute a waiver of any other provision.