



Guaranteed Crack-Free Sports Surfaces

# WARRANTY

## TITANTRAX SHIELD RUNNING TRACK MEMBRANE

NGI Sports (NGI) endeavors to use the highest quality materials and the latest manufacturing techniques in producing our track membrane overlay, which is therefore warranted against defects in materials and workmanship for a period of 60 months from the finished installation date. This Warranty shall be considered valid so long as the installer and NGI signatures are affixed as shown below, we have a valid warranty application on file and customer has provided a color photograph of the finished installation.

TitanTrax Shield is exceptional for tennis and...

- ⌞ A/ Meets ultraviolet stabilization parameters;
- ⌞ B/ Incorporates materials that resist weather conditions which include rain, frost, ice and severe temperature changes;
- ⌞ C/ Is qualified in each country in which NGI is supplying such playing surfaces. The term "playing surface" as used herein shall only include materials supplied by NGI.

This TitanTrax Shield Limited Warranty shall include the following:

- ☐ 1/ Structural reflective cracking for a period of sixty (60) months.

This Warranty shall not cover defects, failure or damage in or to a TitanTrax Shield playing surface, including surfaces:

- < a/ Subject to abuse, misuse or negligence;
- < b/ Repaired, altered or replaced by any person other than an authorized NGI installer;
- < c/ Damaged, directly or indirectly, including but not limited to, on account of, accident, vandalism, machinery,, animals, fire, flood, chemical reactions, acts of God, static or dynamic loads exceeding the NGI specifications at time of installation, improper or faulty subsurface preparation, failure of the subsurface after installation, and use of abrasive chemicals or improper cleaning or resurfacing materials and methods.
- < d/ Exposed to light other than natural light or approved artificial light;
- < e/ Installation of said surface material and/or the cost of removal or re-installation, unless contracted through NGI.
- < f/ Not maintained in accordance with NGI recommendations.

The running track surface applied to the TitanTrax Shield is not covered in this warranty. This Limited Warranty is expressly in lieu of any and all conditions and warranties expressed or implied in fact or by law, otherwise including without limitation, any implied conditions or warranties as to merchantability or fitness for a particular purpose. No person or party is authorized to create any obligations or liabilities for NGI and only the Warranty expressed herein shall apply.

NGI's obligations under this Warranty are restricted to the repair or, at its sole option, replacement of the affected parts or entire surface covered herein on a straight-line monthly pro rata basis.

The remedy of repair or replacement set forth herein shall be the sole remedy and NGI shall have no other obligations or liability in connection with any matter or thing, the condition or quality of the Nova'Pro tennis surface and further, including without limitation, damages for personal injury or damages related to lost revenue, increased costs, downtime costs and all other indirect or consequential damages.

It is agreed that all claims by purchaser made under the foregoing Warranty shall be invalid and null and void unless made in writing to NGI within 60 months from the date of completed installation of the product, or within 30 days after purchaser learns of the cause giving rise to its claim, whichever shall first occur.

INSTALLATION NAME: \_\_\_\_\_ C \_\_\_\_\_

INSTALLATION ADDRESS: \_\_\_\_\_ O \_\_\_\_\_ - \_\_\_\_\_

COMPLETED INSTALLATION DATE: \_\_\_\_\_ P \_\_\_\_\_

WARRANTY EXPIRATION DATE: \_\_\_\_\_ Y \_\_\_\_\_

Signature - Installer/Installation Company  
Tele #:

WA#  
TW #

NGI Sports, a division of River City Athletics, LLC  
(NGI)

2005



2807 Walker Road. Chattanooga TN. 37421. 800.835.0033 F: 423.499.8882  
[info@ngisports.com](mailto:info@ngisports.com) / [www.ngisports.com](http://www.ngisports.com)