



WM HOLDINGS, INC dba WM Polymers

885 Bangert Blvd.
Toms River, NJ 08753

LIMITED WARRANTY

WM Polymers, a WM Holdings, Inc. company hereby warrants our FLECKS® Systems to be free of manufacturers' defects that conform with published specifications when handled, stored, mixed and applied in accordance with WM Polymers' recommendations. This warranty also covers fading due to U.V. degradation. In case of product failure or material non-conformity, WM Polymers' obligations are limited to replacement or refund of materials only.

Purchaser must provide written notice containing full details of such failure or non-conformity including the handling, storage, mixing and application methods used within (30) days of the discovery of the defect. No one has the authority to make oral warranties and oral warranties are not binding. Except for the expressed warranty stated herein, there are no other warranties expressed or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose.

WM Polymers' obligation will not extend beyond those expressly stated herein and WM Polymers will have no such liability to the Purchaser or any third party for any loss, costs, expenses, damage or liability, whether direct or indirect or for incidental or consequential damages.

WM Polymers is under no obligation or responsibility to replace the FLECKS® Surfacing Systems if damaged by negligence, accidents, misuse, or abuse (including cuts, burns, gouges, chemical spills, etc.), improper installation, improper or lack of maintenance, alterations, normal wear and tear, damage from sharp objects not permitted on the surface (e.g. athletic shoe spikes, high heels, broken glass, garden tools, etc.) or damage caused by flooding, fire, and other natural disasters and Acts of God.

The customer will not make alterations to the FLECKS® Systems without prior written authorization from WM Polymers. Any unauthorized alteration by the customer shall void all warranties for the FLECKS® Systems and shall require the customer to hold harmless, defend and indemnify WM Polymers from any claim, suite or cause of action, personal injury, death, or property damage arising out of or related to said unauthorized alteration.

This warranty is for a period of:

- A. Five (5) years in respect of Play Flecks® and Deck Flecks®.
- B. Three (3) years in respect of Water Flecks®.

This warranty period commences on the date of the invoice.

William H. McGrath Jr.
President & General Manager