

IGK EQUESTRIAN LLC.
89 YORK STREET AUBURN, NEW YORK 13021
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This is a Limited Warranty. This Warranty is being offered by the Manufacturer of the Arena Footing being installed by the Owner for the Project, in accordance with the Contract Agreement between the Owner and the Manufacturer dated _____. This Warranty shall become effective on the date the dust free Footing (Footing) has been delivered in full per "Contract," to the Owner's job site. This Warranty does not cover the consequences upon the Work of latent conditions in the structures or the site that exist at the time of the execution of this Agreement. All Warranty claims must be made to the Manufacturer in writing within the Warranty period.

The Manufacturer warrants to Owner that the Footing to be supplied under this Agreement shall be free from defects in materials for 30 days. Notification of defects must be made to the Manufacturer during this 30-day period. The Manufacturer warrants to Owner that the Footing to be supplied will remain dust-free, non-watering for a period of five (5) Years from the effective date of the Warranty period. During the Warranty period any defects in the dust-free footing material installed in the arena shall be remedied by repair or replacement. Manufacturer shall furnish all labor and materials required for such repair or replacement, all at Manufacturer's expense. The means and methods used by Manufacturer in effecting such repair or replacement shall be at Manufacturer's sole discretion.

Manufacturer shall not be responsible for any secondary or consequential damage caused by the defect(s). No steps taken by the Manufacturer to correct defects shall act to extend the Warranty period beyond the initial term of 30 days for materials and five (5) years for remaining dust-free with respect to defects appearing after these respective periods of time. Failure by the Owner to pay when due any outstanding balance to the Manufacturer shall be grounds for deferring Warranty work until such outstanding balance is paid in full. The Warranty period shall not be tolled by such delay.

The Manufacturer warrants optimum footing performance is experienced between ambient temperatures of 10 degrees and 90 degrees. Temperatures outside this range will result in altered performance characteristics. The manufacturer does not warrant optimum performance in these situations. Riding on the footing will be at the discretion and responsibility of the Owner.

Any Footing installed at less than Manufacturer's recommended depth, will void all Warranties.

This Warranty expressly excludes deepness, hardness or other problems associated with improper maintenance, any damage occasioned by misuse such as free lunging, turnout, accident, or contamination from horse manure and/or the introduction of foreign materials of any kind whatsoever, including but not limited to, materials used in the arena base or sub base. If it is determined that a Warranty claim and Manufacturer site visit was occasioned by any of the items expressly excluded above, the Owner, agrees to reimburse the Manufacturer for all expenses associated with the visit.

This Warranty is extended only to the Owner, and is not transferable except to an entity.

