



# Dust-Free Footing Limited Warranty

TruStride™ · LiteStride™ · SteadiGait™ · EquiBlend™

Contract Date: \_\_\_\_\_

Warranty Effective Date: \_\_\_\_\_

Owner / Facility: \_\_\_\_\_

Project / Arena: \_\_\_\_\_

*This Limited Warranty (“Warranty”) is issued by IGK Equestrian LLC (“Manufacturer”) to the Owner identified above (“Owner”) in connection with the Contract Agreement between Owner and Manufacturer dated as set forth above. This Warranty is conditioned upon full payment of all amounts due under the Contract and becomes effective on the date the dust-free Footing (“Footing”) has been delivered in full to Owner’s job site per the Contract. All Warranty claims must be submitted to Manufacturer in writing within the applicable Warranty period.*

## 1. WARRANTY COVERAGE

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Manufacturer warrants to Owner that the Footing supplied under this Agreement:

**(a) Materials Defect Warranty** — The Footing shall be free from defects in materials for thirty (30) days from the Warranty Effective Date. Owner must notify Manufacturer in writing of any material defect within this 30-day period.

**(b) Dust-Free Performance Warranty** — The Footing shall remain dust-free and non-watering for five (5) years from the Warranty Effective Date, provided the Footing is installed at Manufacturer’s recommended minimum depth and maintained in accordance with Manufacturer’s published guidelines.

**(c) Remedy** — During the applicable Warranty period, Manufacturer will remedy confirmed defects by repair or replacement, at Manufacturer’s sole election, at no charge to Owner. Manufacturer shall supply all labor and materials required. No repair or replacement shall operate to extend or restart the Warranty period.

## 2. CONDITIONS & OWNER OBLIGATIONS

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This Warranty is expressly conditioned upon all of the following:

**(a) Minimum Depth** — Footing must be installed at or above Manufacturer’s recommended minimum depth. Installation below minimum depth voids all coverage under this Warranty.

**(b) Maintenance** — Owner must maintain the Footing in accordance with Manufacturer’s current written care and maintenance guidelines, including but not limited to regular grooming and drag cycles appropriate to use level and season.

**(c) Payment** — Manufacturer may defer all Warranty work until any outstanding balance owed by Owner to Manufacturer is paid in full. Such deferral shall not toll or extend the Warranty period.

**(d) Written Claim** — All claims must be submitted in writing to Manufacturer at [info@igkequestrian.com](mailto:info@igkequestrian.com), identifying the Warranty Effective Date, description of the alleged defect, and photographs documenting the condition. Manufacturer shall have a reasonable opportunity to inspect before any remediation is attempted by Owner.

### **3. EXCLUSIONS — NOT COVERED BY THIS WARRANTY**

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This Warranty does not cover, and Manufacturer expressly disclaims responsibility for, any defect, loss, damage, or performance issue arising from or related to:

- (a)** Improper maintenance, failure to groom, or use inconsistent with Manufacturer's guidelines;
- (b)** Misuse, including free lunging, turnout of horses, or other uses for which the Footing is not designed;
- (c)** Accident, flooding, storm water, or subsurface drainage failure;
- (d)** Contamination from horse manure, urine, bedding, or introduction of any foreign materials — including materials from the arena base or sub-base — into the Footing layer;
- (e)** Ambient temperatures below 0°F or above 100°F; performance characteristics may be altered in extreme temperature conditions, and Owner assumes all risk for riding decisions under such conditions;
- (f)** Latent conditions in existing structures or the site present at execution of the Contract;
- (g)** Deepness, compaction, or hardness issues resulting from Owner's failure to maintain or groom the surface;
- (h)** Any modification, addition, or alteration to the Footing or base by Owner or a third party without Manufacturer's prior written consent.

If Manufacturer dispatches personnel for a site visit and investigation confirms that the condition is attributable solely to an excluded cause, Owner shall reimburse Manufacturer for all documented travel and inspection expenses within thirty (30) days of invoice.

### **4. PRODUCT SPECIFICATIONS & PERFORMANCE STANDARDS**

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IGK Equestrian arena footing products are manufactured-formula products produced to defined material specifications. They are not custom-engineered, custom-blended, or site-designed products. This Warranty covers the Footing's conformance to Manufacturer's published material specifications and the dust-free performance standard described in Section 1 — it does not warrant any particular ride feel, compaction preference, rebound characteristic, or other subjective performance outcome.

Owner acknowledges that arena footing performance is influenced by variables outside Manufacturer's control, including but not limited to: base composition and drainage, installation depth, grooming frequency and technique, horse traffic volume and type, ambient humidity and temperature, and arena enclosure conditions. Dissatisfaction with subjective riding characteristics — including but not limited to perceived cushion, firmness, traction, or footing "feel" — does not constitute a warranty defect and is not covered by this Warranty.

Owner is responsible for selecting the appropriate IGK product for its intended use prior to purchase. Manufacturer's product descriptions, website content, and sales materials are general in nature and do not constitute representations that any product will meet Owner's specific performance preferences. Manufacturer encourages Owner to consult with IGK prior to purchase regarding product selection.

## **5. LIMITATION OF LIABILITY**

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MANUFACTURER'S SOLE AND EXCLUSIVE OBLIGATION UNDER THIS WARRANTY IS REPAIR OR REPLACEMENT OF DEFECTIVE FOOTING AS DESCRIBED IN SECTION 1(c) ABOVE. MANUFACTURER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE FOOTING OR THIS WARRANTY, INCLUDING BUT NOT LIMITED TO LOST USE, LOST REVENUE, VETERINARY OR MEDICAL COSTS, INJURY TO HORSES OR PERSONS, OR DAMAGE TO OTHER PROPERTY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER MANUFACTURER WAS ADVISED OF THEIR POSSIBILITY.

IN NO EVENT SHALL MANUFACTURER'S TOTAL LIABILITY ARISING UNDER OR RELATED TO THIS WARRANTY EXCEED THE PURCHASE PRICE PAID BY OWNER FOR THE FOOTING UNDER THE CONTRACT.

## **6. NON-TRANSFERABILITY**

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This Warranty is extended solely to Owner and is non-transferable, except to a successor entity that is wholly owned and controlled by Owner, provided Owner gives Manufacturer prior written notice of the transfer. Any transfer to a third-party purchaser of the facility without such notice shall void this Warranty.

## **7. DISCLAIMER OF OTHER WARRANTIES**

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THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY MANUFACTURER WITH RESPECT TO THE FOOTING. MANUFACTURER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DEALER, DISTRIBUTOR, AGENT, OR EMPLOYEE OF MANUFACTURER IS AUTHORIZED TO MODIFY OR EXTEND THIS WARRANTY.

## **8. GOVERNING LAW & DISPUTE RESOLUTION**

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This Warranty shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict-of-law principles. Any dispute arising under this Warranty that cannot be resolved by good-faith negotiation within thirty (30) days of written notice shall be submitted to binding arbitration in Onondaga County, New York, under the commercial arbitration rules of the American Arbitration Association. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

## **ACKNOWLEDGMENT**

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By signing below, Manufacturer and Owner confirm their agreement to the terms of this Limited Warranty.

**Manufacturer Authorized Signature:** \_\_\_\_\_

**Printed Name & Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Owner Signature:** \_\_\_\_\_

**Printed Name & Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_