

## **WIND WEIGHTED® BASEBALL TARP**

### **MANUFACTURER'S TWO (2) YEAR LIMITED PRORATED WARRANTY**

AER-FLO, INC. (Aer-Flo) warrants its Wind Weighted® Baseball Tarp to be free of defects in materials and workmanship under normal use and service for a period of two years (24 months) from the original shipping date. Tarps determined by Aer-Flo to be defective under this warranty shall be replaced for a *replacement cost* calculated by the following formula:

The number of months since the original shipment date is divided by 24; the result is multiplied by the then current price for the tarp as listed on website [www.aerflo.com](http://www.aerflo.com). The *replacement cost* does not include the cost of shipping and any taxes.

Warranty claims must be submitted directly to Aer-Flo and include photos that clearly show the area(s) of claimed failure. Aer-Flo may require all or part of the tarp to be returned for testing.

REPLACEMENT IS THE ONLY REMEDY AVAILABLE UNDER THIS WARRANTY. The replacement tarp carries no further expressed or implied warranty.

Specifically excluded from this warranty are (1) labor and installation and (2) damage due to negligent or abusive use or normal wear and tear, including, but not limited to, those items on Schedule A (following). Negligent, abusive, and other improper use of tarp voids this warranty.

IN NO EVENT SHALL AER-FLO BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF PRODUCT OR TIME, OR FOR ANY DELAY IN PERFORMANCE UNDER THIS WARRANTY. AER-FLO MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY. THIS WARRANTY SUPERCEDES AND/OR REPLACES ANY PRIOR WARRANTIES ON SAME PRODUCTS.

The validity, construction and enforcement of, and the remedies under, this limited warranty shall be governed by the laws of the State of Florida. Jurisdiction and venue shall properly lie exclusively in the Twelfth Judicial Court of the State of Florida, in and for Manatee County, Florida, or in the United States District Circuit Court for the Middle District of Florida, with respect to any legal proceedings arising from this limited, prorated warranty or use of the tarp.

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| <ul style="list-style-type: none"><li>&gt; Written claim plus photos and/or specimens should be sent to: Aer-Flo, Inc. • 4455 18<sup>th</sup> St. East • Bradenton, FL 34203</li><li>&gt; Digital claim and photos should be e-mailed to: <a href="mailto:cariek@aerflo.com">cariek@aerflo.com</a></li></ul> |
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#### SCHEDULE A

*Following are descriptions of typical situations where this warranty does not apply. Exclusion is not limited to these situations.*

EXAMPLES OF NORMAL WEAR AND TEAR: Accumulation of dirt or other substances on surface; Surface scratches; Normal discoloration due to atmospheric exposure; Pin holes caused by feeding birds.

EXAMPLES OF NEGLIGENT OR ABUSIVE USE: Cuts, punctures, abrasions, or scores; Burns, scorches, melted areas; Damage from exposure to excessive heat; Improper handling, such as dragging over rocks, gravel, broken glass, or other damaging materials; Exposure to chemicals such as solvents, petrochemicals, paints, acids, alkaline materials, or other substances which damage vinyl; Use for any purpose other than to cover parts of a baseball field.



800-823-7356  
AerFloSports.com