



# Client Solution Document

## Safety

- Life Floor is significantly more slip-resistant than any other aquatic surface with a British Pendulum Number (BPN) of 65 and a P5 rating on the Australian Standard.
- Life Floor is soft and designed specifically for bare foot traffic. The 3/8" thickness option exceeds the NSF/ANSI 50 critical fall height requirements based on EN-1177 and has been tested to meet a 1'-0" critical fall height to cushion any falls and to minimize injury according to ASTM F1292.
- The 7/8" thickness option is recommended for landing pads with a critical fall height of 4'-0" according to ASTM F1292.

## Maintenance

- Unlike coatings and sealants that need to be periodically reapplied, Life Floor's traction and cushioning will last the entire life of the tile. Should a tile become damaged, modular tiles allow for easy replacement as opposed to replacing an entire substrate.
- Closed-cell construction does not support the growth of harmful bacteria and mold. Life Floor Cleaners have been formulated specifically for Life Floor tiles to make cleaning as effective as possible. Our tiles have demonstrated a 99.9% reduction of organisms after being sanitized.
- Life Floor tiles are 99.6% impervious. They will not absorb water, contaminants, or other liquids, and underwater applications last just as long as above-water applications.
- Please review Owners Manual on how to best maintain Life Floor.

## Design

- Our current palette includes 25+ popular Pantone shades. Life Floor is available in two natural textures. Ripple texture is recommended for kids' play areas because it is the most slip-resistant texture. Tiles are manufactured in 3/16", 3/8", and 7/8" thickness options. Life Floor is manufactured in 24"x24" squares, but tiles can be cut, arranged, and rearranged, to create a remarkable number of designs, including rectangles, triangles, hexagons, and curves. Precision custom cutting allows for unlimited theming and inlay design capabilities.
- Tiles are UV stable and last in extreme hot and cold conditions both indoors and outdoors.
- Our lightest color tiles stay cool underfoot and are suggested for outdoor use.



Certified to  
NSF/ANSI Standard 50

### Introducing: NSF/ANSI 50

In 2019, after four years of research, testing, and careful deliberation, NSF/ANSI 50 has created a new standard for splash pad surfaces. Following rigorous testing and research, NSF/ANSI 50 concluded that for a surface to meet an appropriate standard for splash pad surfacing, it must fill six unique performance-based requirements. Life Floor is proud to be the first splash pad surface in the world to be certified to this new standard. Our 3/8" Ripple tiles meet all requirements of slip-resistance, impact absorption, chemical resistance, UV stability, cleanability, and impermeability.

The surface is indispensable to the play value and unique experience of each splash pad. That's why we're committed to designing the safest, most beautiful splash pad surfaces using only products engineered exclusively for aquatic play. For more information about the standard and our performance testing, visit [lifefloor.com/nsf-ansi-50](https://lifefloor.com/nsf-ansi-50).



## Terms & Conditions of Sale

### 1. GENERAL.

Life Floor® agrees to provide the products (the "Products") and the installation and other services ordered by Customer (the "Services") in accordance with these Terms and Conditions, which shall be deemed a part of any Purchase Order and shall be incorporated therein by this reference. If Customer has not otherwise agreed to these Terms and Conditions as a part of a Purchase Order, Customer's accepting delivery of the Products or making payment therefor will constitute Customer's acknowledgment of its agreement to these Terms and Conditions. To the extent of any conflict or inconsistency between these Terms and Conditions and the terms and conditions set forth in any Customer purchase order, order confirmation or other document, these Terms and Conditions shall take precedence. If Customer deems any of these Terms and Conditions not to be acceptable, Customer's sole recourse shall be to cancel Customer's order by written notice to Life Floor® within five (5) days of receipt of these Terms and Conditions. Any Purchase Order, these Terms and Conditions, and any attachments hereto shall be collectively referred to herein as the "Agreement."

### 2. PAYMENT TERMS.

In consideration of the delivery of the Products and/or performance of the Services, Customer agrees to pay Life Floor® the purchase price as set forth in the Purchase Order. Payment of such purchase price shall be made in U.S. Currency as and when specified in the Purchase Order. If Customer believes that any invoice is incorrect, Customer must notify Life Floor® in writing within twenty (20) days after receipt of the applicable invoice. If Customer does not so notify Life Floor®, Customer shall be deemed to have waived the right to further dispute the accuracy of the invoice. If at any time Life Floor® determines that Customer's financial condition or credit rating does not justify a sale on credit, Life Floor® reserves the right to require advance payment, a personal guarantee and/or other security.

### 3. LATE PAYMENT.

All payments not made as and when required hereunder shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less, commencing on the date that the purchase price payment was due pursuant to the terms of the Purchase Order. Delinquent account balances are subject to placement for collection, and Customer shall pay any reasonable fees and expenses incurred by Life Floor® for such collection activities including attorneys fees. Life Floor® reserves the right to cancel or suspend any outstanding orders upon written notice to Customer in the event of Customer's failure to make timely payment hereunder.

### 4. TAXES.

Life Floor's prices do not include any personal property, value-added, sales, excise, use or other taxes. Customer shall be liable for all such taxes whether or not invoiced by Life Floor®. Any sales tax to be collected by Life Floor® shall be reflected on the Purchase Order and/or invoice.

### 5. SHIPMENT.

Delivery will be EXW, Life Floor's facility (Incoterms 2010) or other point of origin designated by Life Floor®. Life Floor® shall have the right to determine the method of shipment and routing of the Products, unless otherwise agreed in writing. Customer shall pay all Product shipping and delivery charges, which will be included on Customer's invoice. Life Floor® shall not be liable for damages caused by delays in shipping or delivery for any reason whatsoever. Delay in the delivery of any Products hereunder shall not relieve Customer from the obligation to accept and pay for such Products.

### 6. SERVICES.

Life Floor® shall have no obligation to perform any installation or other Services except for those specifically identified on the Purchase Order or otherwise agreed in writing by the parties.

### 7. EXPRESS LIMITED WARRANTY.

Life Floor® warrants all 7/8" and 3/8" thick Life Floor® tiles for orders under 2,000 sq ft and all orders installed by a Preferred Installation Partner to be free of defect in workmanship or materials for a term of five (5) years from the date of delivery of the Products (the "Warranty Period"). Life Floor® warrants all 7/8" and 3/8" thick Life Floor® tiles for orders over 2,000 sq ft installed by Certified Installers for a period of two (2) years from the date of delivery of products. For orders over 2,000 sq ft with no certified installation, Life Floor® warrants products for 1 year to be free of defect. Life Floor® warrants all 3/16" thick Life Floor® tile orders under 2,000 sq ft and installed by a Preferred Installation Partner to be free of defects in workmanship or materials for a term of three (3) years from the date of delivery of the Products (the "Warranty Period"). Life Floor® warrants all 3/16" thick Life Floor® tile orders installed by a Certified Installer for 2 years from the date of delivery of products, and for 1 year for all orders over 2,000 sq ft with no certified installation. Warranty includes coverage against degradation of the complete texture. Warranty does not cover color changes of any kind. Life Floor® requires Preferred Installation Partners to warrant all installation services they provide to be free of defects in workmanship and adhesion for a term of two (2) years from the date of completion of the installation of the Products (the "Warranty Period"). Life Floor® requires Certified Installers to warrant all installation services they provide to be free of defects in workmanship and adhesion for a term of one (1) year from the date of completion of the installation of the Products (the "Warranty Period").

### (7. EXPRESS LIMITED WARRANTY CONTINUED)

Limitations to the warranty period include areas of extreme traffic, extreme UV exposure, and extreme chemical exposure. Extreme traffic defined by areas with annual traffic of 250,000 users or greater. Extreme UV exposure defined by more than 90 days of daytime in the "extreme" category as defined by the World Health Organization UV index within a 365 day period. Extreme chemical exposure defined as water chemistry used on the product with more than 28 days cumulative time in a 365 day period outside of the "ideal" set in APSP Water Quality Standards. Life Floor® warrants all Products in areas of extreme traffic, extreme UV exposure, and extreme chemical exposure for a term of two (2) years from the date of delivery of the Products if installed by a Certified or Preferred Installation Partner and one (1) year from the date of delivery of the Products otherwise.

Life Floor® does not warranty any purchases if the Customer knowingly purchases factory second (defective) quality material. Life Floor® does not warranty installation services. The Customer shall notify Life Floor® in writing within thirty (30) days of the discovery of a defect causing the Products to be noncompliant with this express warranty. Any such notice must be received during the Warranty Period in order to be valid.

If Life Floor®, after testing or an on-site audit, determines that there is a defect causing the Products to be noncompliant with this express warranty during the Warranty Period, Life Floor®'s sole responsibility under this express warranty shall be either to repair or replace, at Life Floor®'s option and expense, any such defective Product. Installations performed with Preferred Installation Partner are qualified to receive installation services from the Preferred Installation Partner in addition to replacement product at no cost to the customer. If fault is found in the workmanship or adhesion of the Preferred Installation Partner, Life Floor®'s responsibility under this partnership is to replace Product at no cost to the customer. Life Floor®'s express warranty herein set forth is expressly conditioned upon the proper maintenance, care, and use of the Products. Improper maintenance, care, and/or use of the Products will invalidate the warranty including failure to follow the Life Floor® Recommended Cleaning Process. See Life Floor® owner's manual for further limitations on use.

### 8. DISCLAIMER.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE EXPRESS WARRANTY SET FORTH IN SECTION 7 ABOVE IS THE SOLE WARRANTY WITH REGARD TO THE PRODUCTS AND SERVICES. LIFE FLOOR® EXPRESSLY DISCLAIMS ANY OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO, THEIR QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR CUSTOMER.

### 9. LIMITATION OF LIABILITY.

IN NO EVENT SHALL LIFE FLOOR® BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE PRODUCTS, THE SERVICES, THE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, IRRESPECTIVE OF WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT, OR OTHERWISE OR WHETHER LIFE FLOOR® HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. LIFE FLOOR®'S LIABILITY TO CUSTOMER UNDER ANY LEGAL THEORY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE APPLICABLE PRODUCTS AND/OR SERVICES SOLD TO CUSTOMER.

### 10. FORCE MAJEURE.

Life Floor® shall not be liable for any delays in delivery, or for non-delivery or nonperformance in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of either Life Floor® or its suppliers including but not limited to one or more of the following causes: non-availability or shortage of materials, fire, destruction of plant, strike, labor disputes, epidemic, flood, delay in transportation, war, insurrection, embargo, acts, or demands or requirements of any governmental body. The existence of any such cause or causes of delay shall extend the time of performance to the extent of the resulting delay.

### 11. CANCELLATION, COUNTERMAND AND RETURN OF GOODS.

Orders accepted by Life Floor® cannot be cancelled or countermanded, or shipments deferred or Product returned, except with the prior written consent of Life Floor® and upon such terms that may be reasonably established by Life Floor®. Life Floor® authorizes customers to return up to 10% of product ordered. This product must be returned in full box form within 90 days of original purchase. Life Floor® will refund the portion of the sale which was returned as well as any return shipping within 30 days of receipt and inspection.

### 12. NONDISCLOSURE.

Customer shall not disclose any technical or other proprietary information furnished by Life Floor® or obtained by virtue of Customer's dealings with Life Floor® and shall make all efforts to ensure that such technical or other proprietary information is kept confidential. Title to such technical or other proprietary information disclosed or supplied by Life Floor® to Customer shall at all times remain the absolute property of Life Floor®.

### 13. MARKETING

Unless otherwise negotiated, you grant Life Floor®, or its authorized representatives and contractors, the non-exclusive right to make visual recordings, audio recordings, still images, and/or to otherwise caption material of your park and/or facility for the use and reuse of promotional and non-promotional materials. Life Floor® will make available any material created upon request.



## Terms & Conditions of Sale

### 14. INDEMNITY.

Customer will defend, indemnify and hold Life Floor® harmless from and against all damages, losses, claims and expenses, including reasonable attorneys' fees incurred by Life Floor®, as a result of any breach by Customer of the Agreement, or any violation by Customer of applicable law.

### 15. ASSIGNMENT.

The Agreement may not be assigned or delegated by any party without the prior written consent of the other party. The Agreement may only be amended or modified by a writing duly executed by the parties hereto.

### 16. SEVERABILITY, WAIVER, AND SURVIVAL.

In case any provision in or obligation under the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby. The waiver of any provision or condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. The Agreement constitutes the complete and final integrated agreement between the parties in regards to the specific terms contained herein. All prior negotiations, discussions and representations are merged into the Agreement. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. The acknowledgements, covenants and obligations of the parties set forth in the Agreement shall survive the expiration or termination of the Agreement, unless inapplicable by their terms.

### 17. APPLICABLE LAW.

The Agreement shall be interpreted in accordance with the substantive laws of the State of Minnesota, without giving effect to conflict of laws principles. The parties agree that the exclusive venue for any claims or actions arising under or in relation to the Agreement shall be in Hennepin County, Minnesota, or in United States District Court for the District of Minnesota. The parties hereto consent to the personal jurisdiction of such courts and waive any argument that such a forum is not convenient.