



## INFORMATION PACKET





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Greetings,

Thank you for considering Polylast Systems for the opportunity to provide the non-slip, durable, easy-to-clean, Microban® Antimicrobial surface for your project, where you'll know you have the **"best under hoof and foot"** guaranteed!

Polylast Systems was founded on the guiding principles of comfort, safety and enhanced performance for horses. The product was originally designed for livestock use, so you can be assured that its durability has been tested and proven. After many years of research and development, we now provide surface solutions for boats, pool decking, dog kennels, kitchens, roadway repair, golf course bunker management, and much more.

Polylast SurfaceGuard™ with Microban® Antimicrobial is guaranteed to inhibit the growth of damaging microorganisms, while fighting the proliferation of pathogens. Polylast surfaces help prevent bacteria, mold and mildew, while reducing odors and stains, and helps keeps surfaces cleaner longer between washings.

We take seriously, the responsibility of protecting humans and animals from dangerous slips-and-falls, and reducing the damaging effects of pathogens that we can all encounter daily.

For more information please visit [www.PolylastSystems.com](http://www.PolylastSystems.com) or you can contact me at the number below.

Thank you,

A handwritten signature in black ink, appearing to read "Scott B. Gibson".

Scott B. Gibson  
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## References

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**How do products with Microban antimicrobial protection work?**

Microban<sup>®</sup> protection inhibits the growth of damaging microorganisms. When microbes come in contact with a Polylast Systems surface, Microban protection penetrates the cell wall of the microorganism and disrupts cell functions making the microorganism unable to function, grow and reproduce.

**What benefit do I get from products with Microban antimicrobial protection?**

In addition to Microban<sup>®</sup> protection continuously fighting the growth of damaging microorganisms, bacteria, mold and mildew, Microban helps reduce odors and stains while making Polylast Systems surfaces easier to clean, and keeps them cleaner longer between washings.

**How do I know that Microban antimicrobial product protection is safe?**

Microban<sup>®</sup> is the global leader in antimicrobial technology and has undergone extensive independent laboratory testing and has a long history of safe use. Microban is registered with the EPA for all applications in which it is used, including all Polylast Systems surfaces. Microban additives can be found in leading consumer and industrial products around the world.

**Does Microban protection begin working immediately?**

Microban<sup>®</sup> protection begins to work as soon as the microorganism comes into contact with the product surface. It then works continuously to maintain a consistently lower bio-burden than would be expected on a product without Microban<sup>®</sup> antimicrobial protection. Under the right conditions, microbes on an unprotected surface can double in number every 20 minutes!

**How long does Microban<sup>®</sup> antimicrobial protection work?**

Microban<sup>®</sup> protection is built-in during the Polylast Systems manufacturing process and will not wash off or wear away over time. Microban protection is engineered to provide continuous antimicrobial product protection for the useful lifetime of Polylast Systems products.

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**Below are actual photographs taken of Polylast SurfaceGuard<sup>™</sup> with Microban<sup>®</sup>, where the samples have been inoculated with bacteria. The sample on the left is UNPROTECTED and shows contamination. The sample on the right is PROTECTED and shows virtually no growth on, or around, the sample.**





## **Some Notable Installations:**

**Georgia International Horse Park**, Conyers, GA  
**NYPD Mounted Police Unit**, New York, NY  
**Purdue University**, West Lafayette, IN  
**University of Oklahoma**, Norman, OK  
**Colorado State University**, Ft. Collins, CO  
**USDA**, National Animal Disease Center, Ames, IA  
**WestWorld, City of Scottsdale**, Scottsdale, AZ  
**Al Dunning, Almosta Ranch**, Scottsdale, AZ  
**Rae Dawn Arabians**, Scottsdale, AZ  
**Martha and R.E. Josey, Josey Ranch**, Karnack, TX  
**Arkansas Razorbacks, The TUSK Trailer**, Fayetteville, AR  
**Carolina Ranch Animal Hospital and Resort**, Garner, NC  
**The Desert Belle Cruise Ship**, Saguaro Lake, AZ  
**The Phoenix Cruise Ship**, Lake Pleasant, AZ  
**Desert Highlands County Club**, Scottsdale, AZ  
**Canterbury Stables**, Cazenovia, NY  
**Tamarack Ranch**, Joseph, OR  
**Desert Pines Equine Center**, Las Vegas, NV  
**West Dakota Veterinary Clinic**, Dickinson, ND  
**MiMA Building, Dog City**, Manhattan, NY  
**Alta Genetics, Inc.**, Watertown, WI  
**Saint Lucie County Fairgrounds**, Fort Pierce, FL  
**Silver Spurs Equine**, Scottsdale, AZ  
**Smart Sports Health Club**, Cheyenne, WY  
**Riviera Country Club**, Pacific Palisades, CA  
**Heritage Arena, Teton County Fairgrounds**, Jackson Hole, WY

**Polylast Systems, LLC**  
**Manufacturer's 10-Year Warranty**  
**Effective 1/1/2016**

Polylast Systems, LLC ("Polylast") provides the following limited warranty to the original purchaser ("Purchaser") of its product from Polylast.

Polylast warrants that its product, in its original manufactured condition, will be free from manufacturing defects prior to installation. All Polylast products are warranted against wear-through of the surface layer under normal and proper usage for the following period specified for the particular Polylast product and its intended use.

- Polylast products installed by an authorized dealer or certified installer are warranted for a period of ***ten (10) years*** when properly applied in any application over a hard surface of concrete, asphalt, wood, metal, or fiberglass from the date of purchase.
- If, under normal and proper use, a defect appears in a warranted product during warranty period and the buyer promptly notifies Polylast as set forth below, then Polylast will, at no charge to buyer, either replace such product free of charge (excluding labor for removal and installation) or if Polylast determines that it is unable or impracticable to repair, replace or correct such product, provide a refund or credit not to exceed the original purchase price paid.

**Notice of Claims**

To obtain performance of the limited warranty set forth herein, buyer must immediately notify Polylast of the discovery of the event giving rise to the warranty claim to: Claims Manager, Polylast Systems, LLC, 7432 E. Tierra Buena Lane # 105, Scottsdale, AZ 85260. Polylast, or its representative, must be given an opportunity to inspect and examine, at Polylast's option, the alleged defect or wear to determine, in its sole and absolute discretion, whether such defect or wear resulted from other than normal and proper use.

Notwithstanding anything to the contrary herein, no Polylast product shall be accepted under a warranty claim prior to Polylast's inspection and written approval or waiving of such inspection rights.

**Warranty Exclusions**

The warranty coverage provided under this Manufacturer's Limited Warranty shall not apply to any Polylast product with respect to:

1. Damage or wear resulting from misuse, abuse, neglect or improper handling or storage; Defects, dissatisfaction or problems caused by use, installation or maintenance not in accord with Polylast installation and maintenance instructions and guides; Color deviations from samples or printed color representations;
2. Damage or wear resulting from contact with chemicals other than those set forth in the product specifications and/or care and maintenance form;
3. Damage or wear caused by fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or act of God;
4. Reasonable variations in shade as generally acceptable within the trade.

**Product Suitability and Installation**

Polylast shall have no responsibility for determination of the suitability of the goods for the uses and applications contemplated by buyer and/or others, and such determination shall be the sole responsibility of the buyer and/or others. Suggestions or recommendations made by Polylast or its dealers in product literature concerning uses or applications of the goods are believed to be reliable, but Polylast makes no warranty or guarantee of results to be obtained, since conditions of the use, application and installation by the buyer and others are beyond Polylast's control and will vary at each site location. Polylast's warranty is specifically for and on its products and is not in any way intended to warranty the condition, wear or deterioration on any surface or subsurface on which Polylast is applied.

**Important Notice**

All warranties apply to the initial purchaser of the Polylast product and may not be assigned or transferred. If Polylast product is replaced under warranty, the replacement product will be an equivalent Polylast product, with the potential exception of color and texture, and will assume the life and terms of the original warranty.

**LIMITATION OF LIABILITY UNDER WARRANTY, NEGLIGENCE OR ANY OTHER CLAIM**

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GRANTED IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (WHETHER WRITTEN, ORAL, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. BUYER'S SOLE AND EXCLUSIVE REMEDY AND POLYLAST'S SOLE OBLIGATION HEREUNDER, SHALL BE TO REPLACE, CREDIT OR REFUND AS SET FORTH ABOVE.

IN NO EVENT SHALL POLYLAST, ITS MEMBERS, EMPLOYEES, AGENTS OR AFFILITATES, BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF ANY POLYLAST PRODUCT INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF POLYLAST OR ANY OF ITS MEMBERS, EMPLOYEES, AGENTS OR AFFILITATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, POLYLAST'S CUMULATIVE LIABILITY TO BUYER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF ANY POLYLAST PRODUCT SHALL NOT EXCEED THE TOTAL AMOUNT OF THE PURCHASE PRICE PAID TO POLYLAST FOR SUCH PRODUCT.

IN NO EVENT SHALL POLYLAST, ITS MEMBERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY COSTS OR DAMAGES CAUSED BY REASON OF ANY OCCURRENCE OR CONTINGENCY BEYOND ITS REASONALBE CONTROL, INCLUDING BUT NOT LIMITED TO, ACTS OF GOD, EARTHQUAKE, LABOR DISPUTES AND STRIKES, RIOTS AND WAR.

BUYER AND POLYLAST HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW IN CONNECTION WITH ALL CLAIMS ARISING OUT OF OR RELATED TO THIS WARRANTY, THE PRODUCTS COVERED HEREBY OR THE PERFORMANCE OF ANY PARTY HEREUNDER. THIS WARRANTY SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF ARIZONA.

EXCEPTIONS:

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WARRANTY ACCEPTED AND ACTIVATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

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PURCHASER

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AUTHORIZED POLYLAST DEALER

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Address

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Address