



## MANUFACTURER LIMITED PRODUCT WARRANTY

(Effective date: January 1<sup>st</sup>, 2022)

The Manufacturer warrants the artificial turf with a 20-year limited product warranty. All product warranties are from the date of the artificial turf purchase and assuming the turf is maintained as recommended by the Manufacturer. The Manufacturer shall not in any event be liable for any indirect, incidental, punitive, special, consequential, or other similar damages including, but not limited to loss of profits or revenue, economic loss, or other goodwill, even if the Manufacturer has been notified of the possibility of such damages. Slight color changes will occur over the lifetime of artificial turf and are not considered an issue or basis for a claim. **All labor costs involved with the installation, loss of wages, removal of the affected turf and/or reinstallation of any replacement will be the responsibility of the purchaser.**

### Subject to the following Limitations:

General provisions of this limited warranty apply to the wear of the turf with regard to ultraviolet degradation, and does not apply to damage incurred during installation, improper underlay, pile crushing, willful or negligent abuses, or damage by machinery or equipment, nor does it apply when the turf is not installed by a manufacturer certified installer. The Manufacturer does not warrant a loss of more than 5% per year of the turf material strength due to ultraviolet degradation. The strain rate and deformation rate increase significantly when the material is subjected to extreme heat and will not be warranted in such conditions. The Manufacturer holds the right to look at temperature history reports to determine if the material has been exposed to consistent extreme heat over a period of 96 hours or more.

### Warranty Coverage:

In the event of warranty issues covered by this Limited Warranty, the Manufacturer will either (a) replace the affected portion of the artificial turf product with a new artificial turf product of the same quality or (b) the Manufacturer may elect to issue a credit instead of replacement. This credit shall only apply to the affected areas of the artificial turf product. Replacement of the affected areas is for the artificial turf products only, excluding any and all costs associated with the installation and infill, including but not limited to installation supplies, inconvenience, labor charges, etc. The Expressed Limited Warranty excludes all implied warranties, and the Manufacturer shall in no event be liable for a breach of warranty in any amount exceeding the invoice price of the turf. The Manufacturer's 20-Year Limited Artificial Turf Warranty schedule is as follows: Years 1-5 (100%); Years 6-10 (50%); Years 11-15 (25%); 16-20 (10%).

### Limitations on Coverage:

EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, THE MANUFACTURER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY FOR A PARTICULAR PURPOSE.

Furthermore, this Manufacturer's Limited Warranty does not cover the following:

1. Damage from accidents, vandalism, abuse, neglect, improper installation, and improper cleaning methods.
2. Damage caused by pets or animals.
3. Damaged caused by landscape or gardening equipment, vehicular traffic, corrosive or other chemicals, high pressure or mineral contents, water sprayers or irrigation sprinklers.
4. Damage caused by plants or vegetation of any sort growing directly upon or in contact with any portion of the product, as well as sap from trees.
5. Damage and/or warping and/or distortion and/or failure due to an external heat source including, but not limited to barbecue grill, fire, cigarettes, reflection/external heat source (melting) or other flammable materials. Such reflection sources include but are not limited to: windows, doors, vinyl fences, metal blocks, concrete/stucco walls, etc.
6. Damage that occurs during the shipping/transportation process. All shipping claims must be filed against the freight company in question.
7. Acts of God (including earthquakes, floods, storms, hurricanes, high winds, heavy rain, lightning, and other natural disasters).
8. Failure to properly maintain, protect and/or repair the turf and cleaning of the turf due to calcium build up/dew.
9. Failure to perform an annual maintenance and inspection by a manufacturer certified technician.
10. Synthetic turf product is subject to normal wear and tear. Normal wear and tear, including matted down or twisted blades is not a manufacturing defect and therefore is not covered by this warranty.
11. Visual lines caused by variation of the color of yarns and manufactured tufted stitch lines are not considered a defect as there is no deterioration of actual yarn itself and is a common occurrence among all tufted products.
12. Rolls of artificial turf where the backing of the turf is not covered and exposed to sunlight.

### Limitations on Liability:

Purchaser must promptly inspect all products upon delivery. Anything herein to the contrary notwithstanding, to the extent that any defects, shortages, or non-conformities in the products are discoverable by inspection upon delivery of the products, all obligations of the Manufacturer to purchaser with respect to such defects, shortages, and non-conformities shall be deemed satisfied, and all products shall be deemed to be free of such defects, shortages, and non-conformities, unless Purchaser notifies the Manufacturer of such defects, shortages, or non-conformities in writing within 30 days after the date delivery.

### Claims Procedure:

Claims requires a copy of the receipt or proof of purchase, pictures, customer name, address, phone, email, and must be signed and submitted in writing and delivered to the seller of the product. Warranty cannot be honored without proof of purchase and cause.