

ATHLETIC TEXTILES SYNTHETIC TURF LIMITED WARRANTY

ATHLETIC TEXTILES extends the following limited warranty on the **ATHLETIC TEXTILES** synthetic turf fabricated product (turf product only) to the <u>end user (property owner)</u> of the finished installed Turf Product only, subject to the conditions below. This limited warranty is effective for a period of eight (8) years.

ATHLETIC TEXTILES further warrants the Turf Product fiber for eight (8) years against (a) color fade in excess of 20 percent scale from the original color and (b) decreases in pile height in the finished Turf Product in excess of 50 percent from the original height. Color fading can be determined by examining the bottom portion of the fiber in relation to the top of the fiber. If the color of the Turf Product fiber in the finished Turf Product fades more than 20 percent or the pile height of the Turf Product fiber in the finished Turf Product decreases more than 50% due to ultraviolet radiation degradation within the stated time period, **ATHLETIC TEXTILES** will replace the affected portion of the finished Turf Product with new Turf Product of equal quality on a prorated basis.

This prorated schedule will be as follows:

Years 1 – 5 - 100% Year 6 – 30% Year 7 – 20% Year 8 – 10%

The remedy of repair or replacement set forth herein shall be the only remedy. **ATHLETIC TEXTILES** warrants only the construction of the fabricated surface fiber system of the Turf Product and since **ATHLETIC TEXTILES** does not perform installations, we are not responsible for any installation failures. **ATHLETIC TEXTILES** obligations under this warranty are restricted to the replacement of the affected areas covered herein.

ATHLETIC TEXTILES shall have no other obligation or liability in any matter or thing, including without limitation, consequential damages, damages for personal injury or other damages of any type or kind. Failures resulting from the causes other than ultraviolet degradation of the face fiber yarn, such as; acts of GOD, damage due to excessive heat, sun magnification, faulty installation, removal or reduction of the fill system level, chemical attack from pool chemicals, burns, cuts, accidents, vandalism, abuse, negligence, neglect, herbicides, pesticides, acids, damage from adhesives, backing materials, cleaning agents, or any related causes are not covered by this warranty. Effects due to changes in texture resulting from application of entrapped dirt, normal wear, normal matting, traffic, and compression are expressly excluded from this warranty. All synthetic turf is subject to normal wear and tear. Normal wear and tear is not a manufacturing defect and is not covered by this warranty

ATHLETIC TEXTILES makes no warranty of final application usage other than those stated herein or by specific written agreement, and any warranties, expressed or implied, except the warranty expressly stated above, are excluded. THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPRINTSCAPE SHALL NOT, IN ANY EVENT, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, GOODWILL OR OTHER ECONOMIC LOSS, EVEN IF ATHLETIC TEXTILES HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This Limited Warranty is not valid if not registered within thirty (30) days of installation. Purchaser must fill out the form below, detach it and mail it directly to ATHLETIC TEXTILES within the thirty (30) day time period. The Limited Warranty is effective between ATHLETIC TEXTILES and the end user at the time of purchase and is not transferable.

ATHLETIC TEXTILES WARRANTY REGISTRATION PAGE

First Name	
Last Name	
Address	
City	
State	
Zip Code	
Phone	
Total Sq. Ft. Purchased	
Type of Turf Purchased	
Installed By Dealer or End User:	
Home or Commercial Use	

I______, acknowledge and accept the above ATHLETIC TEXTILES Synthetic Turf Limited Warranty and have completed the above information to the best of my knowledge.

Mail to or Fax to:

ATHLETIC TEXTILES 1411 TEAL LANE SHERMAN, TX 75092 PHONE: 877-401-2298 FAX: 903-957-2002