

# WARRANTY

## STATEMENT OF WARRANTY TERMS AND CONDITIONS:

This Statement of Warranty Terms and Conditions ("Warranty") sets forth the warranties provided by Manufacturer to the Original Purchaser ("Purchaser") of TurfStore synthetic turf products as defined below ("Products"). By accepting delivery of the product(s), purchaser agrees to be bound by and accept these terms and conditions. Manufacturer will only be obligated to honor any warranties set forth in this Statement of Warranty Terms and Conditions upon receipt of full payment for the Product(s) as set forth in Section 7 below.

1. **Products.** As used in this Warranty, the terms "Product" or "Products" shall mean TurfStore set forth in Exhibit "A".
2. **Limited Warranty.** Subject to the terms and conditions set forth herein, Manufacturer warrants to Purchaser that the Products will maintain their UV stability and tensile strength under normal conditions during the applicable warranty period, as set forth in Exhibit A. For purposes of this Warranty, a Product shall be deemed to have maintained its UV stability and tensile strength if the original tensile strength and pile height of the Product does not decrease by more than fifty percent as a result of ultraviolet degradation within the applicable warranty period. The applicable warranty period begins on the date of installation and applies only to the original Purchaser.
3. **Manufacturer's Obligations Under Warranty.** Manufacturer's sole liability for a Product that fails to perform as warranted during the warranty period shall be limited to repair or replacement of the Product and Manufacturer shall have no other obligations or liabilities with respect to the Product. Manufacturer will perform all repairs or provide any replacement of Product that it deems necessary, in its sole discretion, within a reasonable time period from the date that Manufacturer receives notice from Purchaser. Manufacturer shall provide Product for the repair or replacement to Purchaser at a prorated cost based upon the usable period of the Product as set forth in Exhibit A. Products which have been repaired or replaced by Manufacturer shall have a remaining warranty of the balance of the original warranty period.
4. **Limitations on Coverage.** This Warranty does not apply if the Product is used for any applications other than landscape applications installed in accordance with the Synthetic Turf Council Certified Turf Installer for Landscape Recommendations. Additionally, this Warranty specifically excludes:
  - a. Damages caused, but not limited to, burns, cuts, accidents, vandalism, abuse, negligence or neglect, and Acts of God;
  - b. Damages caused by the use of improper cleaning agents, exposure to chemicals containing elements from the halogen group (such as chlorine, fluorine, bromine, or iodine), herbicides, pesticides, or other inappropriate chemicals. Chemical exposure can also result from run-offs from neighboring properties;
  - c. Failure to maintain infill products at the correct level or the use of inappropriate infill products;
  - d. Improper installation of product; and/or
  - e. Damage caused by continued exposure to reflective light from windows and other objects.
  - f. Mineral deposit build up from exposure to hard water.

Normal wear and matting is not a manufacturing defect and is not covered by this Warranty. Purchaser should carefully read product information materials and literature for information about optimizing the performance and life of the TurfStore covered by this Warranty.

5. Limitations of Remedies. Purchaser's exclusive remedy and Manufacturer's sole liability for any and all damages resulting from any cause whatsoever, whether such case is based on contract, negligence, strict liability, other tort or otherwise, shall not exceed in any one case or in total the original price of the Product and installation. IN NO EVENT SHOULD MANUFACTURER BE LIABLE OR HELD ACCOUNTABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM ANY SUCH CAUSE.

6. No Other Warranties. Manufacturer makes no representations or warranties of any kind, nature, or description with respect to any of the products express or implied, including without limitation, any warranty of ability and fitness of any of its products for any particular purpose or application other than those stated in its installation, product, and/or marketing literature.

7. Modifications. This Warranty can only be modified in writing by an authorized officer of Manufacturer. No other modification, oral or in writing, may be made. This Warranty and the invoice with terms and conditions constitutes the complete, final, and exclusive terms for the sale of TurfStore synthetic turf products by Manufacturer.

8. Governing Law. Interpretation and enforcement of these terms and conditions shall be governed by the laws of the State of Georgia, USA.

9. Severability. If any provision or portion of any provision of this Warranty shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions or portions thereof shall constitute the parties' agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

EXHIBIT A: Applicable Warranty Period

\*Number of months remaining in the unexpired portion of warranty period divided by total number of months in warranty period and multiplied by the purchase value of the affected area.

WARRANTY PERIOD	*PRORATED MATERIAL VALUE
15 years	Years 1-8 Non Prorated Years 9-10 75% Years 10-11 50% Years 12-15 25%