

### LIMITED WARRANTY

**Limited Warranty** Subject to the terms, conditions and limitations contained in this warranty, Manufacturer (“SELLER”) warrants to the Purchaser that under normal conditions, the Materials, as identified, will maintain their UV stability and tensile strength for a period of eight years. Materials will be deemed to have maintained their UV stability and tensile strength if the original tensile strength of the materials does not decrease by more than fifty percent. SELLER further warrants that its products are manufactured within its manufacturing tolerances. Purchaser shall inspect all Materials for defects upon delivery. All materials shall be deemed to be free of defects, shortages and non-conformities, unless Purchaser notifies SELLER in writing before installation of the Materials and within 30 days after the date of delivery. Claims under this warranty may only be made by Purchaser and not by Purchaser’s customers or any other third parties.

**Remedy** SELLER’s obligations under this limited warranty are restricted to repairing or, at its sole option, replacing all or the affected part of any Material covered herein such that such repaired or replaced Material conform to the original specifications of the impacted materials. If a repair is necessary under this warranty, then SELLER will perform warranty services only during normal working hours. If Purchaser requests that SELLER perform services outside of normal working hours, Purchaser will be required to pay SELLER at SELLER’s then applicable rates for such services. SELLER’s liability under this limited warranty is limited to the material value of the item to be repaired or replaced. SELLER will not be responsible for the removal or disposal of the defective turf or the installation of new turf.

**Limitations on Coverage** The remedy of repair or replacement set forth herein shall be the sole remedy. This warranty does not apply to any damage caused during or on account of improper installation or repairs, or to the extent that any defect or damage is caused by:

- a. Burns, cuts, accidents, vandalism, abuse, negligence or neglect;
- b. Improper design, installation or failure of the sub-base;
- c. Changes in texture resulting from application of sand, dirt, mold, mildew, normal wear or matting, traffic
- d. Use of cleaning chemicals, herbicides, or pesticides;
- e. Use of improper cleaning methods;
- f. Failure to properly maintain, protect or repair the product; or
- g. Damage due to excessive heat or sun magnification, usually caused by (but not limited to) reflection from Energy Efficient Windows.

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.



**SPORTS TURF**

**WARRANTY**

**LIMITATION OF LIABILITY IN NO EVENT SHALL SELLER BE LIABLE, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, FOR LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, CONDITION, POSSESSION, PERFORMANCE, MAINTENANCE, NON-DELIVERY OR LATE DELIVERY OF THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**NO OTHER WARRANTIES THE WARRANTY PROVIDED HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY AND SUPERSEDES ANY AND ALL OTHER WARRANTIES, ORAL OR WRITTEN, OF ANY TYPE RELATED TO SELLER PRODUCTS. EXCEPT AS PROVIDED HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION WITH RESPECT TO ANY OF ITS PRODUCTS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS OF ANY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND SELLER HEREBY DISCLAIMS THE SAME.**

Miscellaneous This Limited Warranty shall be governed by the laws of the State of Georgia. Venue and jurisdiction for any disputes arising out of this Limited Warranty shall lie exclusively in the Superior Court of Murray County, Georgia unless otherwise agreed by the parties. Any right of removal is hereby expressly waived.