

## **MANUFACTURER'S LIMITED PRODUCT WARRANTY**

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

This manufacturer warranty warrants our residential landscape artificial turf with a 15-year limited product warranty. The manufacturer also warrants commercial artificial turf applications and putting green surfaces for eight (8) years. 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 licensed 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. This limited warranty does not apply to the state of Arizona due to the extreme hot weather conditions. The manufacturer only warrants turf products for a period of 3 years for all products sold and installed in the state of Arizona.

### **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 residential Limited Landscape Artificial Turf Warranty coverage schedule is as follows: Years 1-8 (100%); Years 9-12 (50%); Years 13-15 (25%). The manufacturer's 8 year commercial and putting green artificial turf warranty coverage schedule is as follows: Years 1-4 (100%); Years 5-6 (50%); Years 7-8 (25%).

### **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 and improper installation.
2. Acts of God (including earthquakes, floods, hurricanes, vehicular traffic, damage caused by dogs and other natural disasters).
3. Use of chemicals, fire and improper cleaning methods.
4. Failure to properly maintain, protect and/or repair the turf and cleaning of the turf due to calcium build up/dew.
5. Damage that occurs during the shipping/transportation process. All shipping claims must be filed against the freight company in question.
6. Damage caused by reflection/external heat source (melting) or other flammable materials. Such reflection sources include but are not limited to: windows, vinyl fences, metal blocks, concrete/stucco walls, etc.
7. 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.
8. 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.
9. When a Claim needs to be submitted the following information is required to be sent to the manufacturer. (Sales Order Number, Invoice Number, Pictures, Customer Name, Address and Phone Number)
10. Areas used for high traffic, sport activities, playgrounds and tee lines are not covered in this warranty. **Disclaimer: If you are using any products in a high traffic or sport activity application, please refer to the warranty named Manufacturer's High Traffic and Sport Activity Turf Warranty.**
11. Rolls of artificial turf where the backing of the turf is not covered and exposed to sunlight.

### **Limitations on Liability:**

The purchaser must promptly inspect all products upon delivery. Should any shortages, defects or non-conformities be discovered during the initial inspection upon delivery of the products, the manufacturer shall take on the obligation of making sure the products are free from such shortages, defects or non-conformities if and only if, the purchaser notifies the manufacturer in writing within 30 days after the date of purchase of said products. This warranty is extended to the original purchaser and is not transferrable. In order to qualify for this warranty, the customer must fill out the manufacturer's Warranty Registration, submit a copy of the registration and a copy of their receipt to the address or email below and receive confirmation of registration via email from the manufacturer.

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Registration

Purchaser: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

Address of Installation: \_\_\_\_\_

Address of Installation: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Installer Company: \_\_\_\_\_

Installer Address: \_\_\_\_\_

Installer Address: \_\_\_\_\_

Installer Phone: \_\_\_\_\_

Installer Name: \_\_\_\_\_

Installation Completion Date: \_\_\_\_\_

Original Purchase Order \_\_\_\_\_

Manufacturer's Sales  
Order \_\_\_\_\_

Manufacturer's Invoice  
Number \_\_\_\_\_