

COMMERCIAL MANUFACTURER'S LIMITED WARRANTY

With an enduring reputation for innovation and quality in manufacturing, EasyTurf is proud to extend to you the industry-best, 8 year limited warranty on its FieldTurf-manufactured products for commercial installations.

EasyTurf synthetic grass products are warranted against:

1. Manufacturing Defects. At the time of original purchase, the product will be free of any material defects. Synthetic grass products are subject to normal wear and tear. Normal wear and tear is not a manufacturer's defect and is not covered by this limited warranty.
2. Fiber Loss. The product will retain at least fifty percent (50%) of its fiber face weight during normal and ordinary use of the product:
 - a. When sold and installed by an Authorized Representative (see EasyTurf website for current Authorized Representative listing; and
 - b. When product is properly maintained according to all manufacturer's care and maintenance guidelines.



COMMERCIAL



See page 2 for complete warranty details.

FieldTurf USA, Inc. ("FieldTurf") provides the original purchaser ("Purchaser") of EasyTurf Synthetic Grass products ("Product") with a limited warranty ("Warranty") as set forth herein. Warranty applicable to Putting Greens: by exception for putting greens only, this Warranty shall be in force and remain in effect for a period of seven (7) years from the Effective Date.

This Warranty shall be in force and remain in effect for a period of fifteen (15) years from the date of substantial completion of the installation of the Product ("Effective Date").

Warranty

1. Manufacturing Defects. FieldTurf warrants that at the time of original purchase, the Product will be free of any material defects. Synthetic grass products are subject to normal wear and tear. Normal wear and tear is not a manufacturer's defect and is not covered by this limited warranty.
2. Fiber Loss. The Product will retain at least fifty percent (50%) of its fiber face weight during normal and ordinary use of the Product:
 - a. When sold and installed by an EasyTurf Authorized Representative; and
 - b. When Product is properly maintained according to all manufacturer's care and maintenance guidelines.

Warranty Remedy Limited to Replacement Product

FieldTurf will, at its discretion, repair or replace only the affected area of the Product during the period of this Warranty, subject to specific terms and conditions contained herein. This Warranty does not cover the installation of the Product which is explicitly excluded under the Warranty. No cash rebates will be made. This Warranty covers first quality Products only, and is not applicable to Products sold as seconds or irregulars. All Warranty claims must be submitted to FieldTurf as set forth in the "Claims Procedure" section herein.

In the event that the Product in question is discontinued, FieldTurf will replace the defective Product with a comparable Product of equal value. The Warranty Period for the replacement Product shall be limited to the Warranty Period for the initial Product. Product replaced under this Warranty will not extend the Warranty Period.

Warranty Limitations and Exclusions

This Manufacturer's Limited Warranty does not cover:

1. The installation of the Product and/or the labor/workmanship associated with the installation of the Product.
2. Damage as the result of an accident, misuse, intentional or unintentional abuse, infill displacement, neglect, or anything beyond normal use of the Product.
3. Damage as the result of repetitive activities, such as landing zones, slide areas and other high friction activity areas.
4. Damage due to improper installation, negligence, water intrusion, flooding, abrasion, impact, cutting, freight damage, alteration, or any wear or damage caused by Acts of God.
5. Damage as the result of a failure of the Purchaser/owner to maintain the Product in accordance with manufacturer's guidelines.
6. Damage that is the result of attempted repairs or replacement or general maintenance that is not performed by an EasyTurf Authorized Representative.
7. Damage caused by the application of cleaning agents or chemicals, adhesives, animals, or general negligence.
8. Damage that is the result of shrinking or melting of fibers due to reflection, sun magnification or other sources of extreme heat.
9. Variations in appearance caused by light refraction including the appearance of faint lines and/or matting.
10. Variations in color. The Purchaser understands that, as with any manufactured product, different dye lots create slight variations in shading and color. Any such variations in color are not covered under this limited warranty. Additionally, the Product is subject to reasonable color fading based upon an acceptable grey scale.
11. Failure of the subsurface whether through improper preparation or poor design.
12. The compaction rate or integrity of the subsurface upon which the Product is placed. Any damage caused to the Product by the subsurface or conditions are not covered by this Warranty.
13. Damage caused by the use of spiked shoes, steel cleats, or other similar footwear for which the Product was not intended.

No Express or Implied Warranties

No third party warranties, expressed or implied, are covered and/or provided under this Warranty. No individual, whether an installer, employee of FieldTurf or EasyTurf, agent, fabricator, or other may authorize liability on behalf of FieldTurf. EasyTurf Synthetic Grass products are designed to withstand certain normal 'wear and tear' and as such, this is not considered a manufacturer's defect. Any product upon which walking, running and playing is to take place, normal wear and tear, including matting, should be expected.

Limitations on Liability

FieldTurf's liability under this Warranty is limited to the value of the Product in question sold hereunder. IN NO EVENT SHALL FIELDTURF BE LIABLE FOR LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR INDIRECT SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH SUCH CLAUSE.

Purchaser's Obligation to Inspect Upon Delivery

Purchaser must promptly inspect all Products upon delivery and notify FieldTurf in writing of any defects, shortages or non-conformities within thirty (30) days of the date of delivery. Notwithstanding anything herein to the contrary, if Purchaser fails to promptly inspect and identify any Product defects, shortages or non-conformities, Purchaser shall be deemed to have accepted the Products "as is" and FieldTurf shall have no obligations and/or liability with respect to such defects and shortages.

Assignment and Transferability

Purchaser may not transfer, convey or otherwise assign any or all of its rights under this Warranty without prior written consent of FieldTurf. Any such transfer or assignment without prior written consent shall be null and void and of no force or effect. A request for the one (1) time transfer of the Warranty hereunder must be made in writing directly to FieldTurf in accordance with the Claims Procedure herein within thirty (30) days of transfer of residence; all such requests must include a copy of the Warranty and new owner information, including email and phone number. Acceptance of the warranty transfer shall be at the sole discretion of FieldTurf.

Modification

THIS WARRANTY CONSTITUTES THE FINAL AND EXCLUSIVE TERMS FOR THE SALE OF PRODUCTS AND MAY NOT BE MODIFIED, ABSENT THE EXPRESS WRITTEN CONSENT FROM FIELDTURF.

Claims Procedure

All Warranty claims must be made in writing, within thirty (30) days of discovering the alleged defect, shortage or non-conformity giving rise to the claim. Include proof of purchase from an EasyTurf Authorized Representative or agent with the Warranty claim. In the event that the Purchaser fails to notify FieldTurf within thirty (30) days, FieldTurf has the right to deny any and all claims on this Warranty.

All warranty claims should be made in writing via email, fax or certified mail return receipt requested to:

FieldTurf Warranty Claims:
2750 La Mirada Drive
Vista, CA 92081
Attn: Customer Service
Email: dealerwarranty@easyturf.com
Fax: (760) 888-2011

GOVERNING LAW

This Warranty and its terms and conditions shall be exclusively governed by and construed in accordance with the laws of the State of California without regard to its conflicts of law provisions. Purchaser agrees that the exclusive venue for any action pertaining to transactions between the Purchaser and FieldTurf shall be adjudicated in the County of San Diego County, State of California. Purchaser hereby waives all personal jurisdiction defenses with respect to said venue.