

Statement of Warranty Terms and Conditions

This Statement of Warranty Terms and conditions (“**Warranty**”) sets forth the warranties provided by Manufacturer to the Purchaser (“**Purchaser**”) of **SYNLawn®** synthetic grass products as defined below (“**Products**”). By accepting delivery of the Product, Purchaser agrees to be bound by and accept the terms and conditions of this Warranty. Manufacturer will honor and is bound by only those warranties set forth in this Warranty. Receipt of full payment for the Product and timely registration of the Product are condition precedents to the operation and effect of this Warranty.

Section 1. Products

As used in this Warranty, the term “Product” or “Products” shall mean SYNLawn® synthetic grass products.

Section 2. Limited Warranty

Manufacturer warrants its Products against ultra-violet degradation for the duration of the warranty period as set forth in Exhibits A through F. For purpose of this Warranty, a product shall be deemed to have failed and will be covered under this Warranty if there is a weight loss in excess of forty percent (40%) of face yarn or a reduction of forty percent (40%) of yarn tensile strength due to ultra-violet degradation.

Section 3. Limitations on Coverage

3.1 This Warranty applies only to the original Purchaser and cannot be transferred.

3.2 Product must be installed by a SYNLawn® certified installer or in accordance with SYNLawn® Installation Guidelines. SIG.v140324

3.3 Product must be maintained in accordance with the SYNLawn® Care and Maintenance Manual. SCM.v140324

3.4 Product must be the recommended product for the installation as set forth in the SYNLawn® product guidelines.

Additionally, this Warranty specifically excludes:

3.5 Fiber shrinkage and melting due to exposure to reflective light from Low E Rated windows and other reflective objects (See SYNLawn® Product Advisory, SPA 2014-1, Synthetic Grass and Reflective Surfaces)

3.6 Damages caused by vehicular traffic

3.7 Damages caused by vandalism, abuse, negligence or neglect, and acts of God

3.8 Damages caused by improper cleaning agents, exposure to chemicals containing elements from the halogen group (such as chlorine, fluorine, bromine, iodine), herbicides, pesticides, chemical run-off from neighboring properties, and topical applications with a PH greater than five (5)

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3.9 Normal wear and matting of face fibers, especially in heavy foot traffic areas, is normal and is not covered by this Warranty. Please refer to SYNLawn® Care and Maintenance Manual for information on how to optimize appearance and performance of Product.

Section 4. Manufacturer's Obligations Under Warranty

4.1 Manufacturer will perform all repairs or provide any replacement of Product covered under this Warranty within a reasonable time period from date of complaint.

4.2 Manufacturer shall provide Product and labor for repair or replacement to Purchaser at a prorated cost based upon the usable period of the Product as set forth in Exhibits A through F.

4.3 Manufacturer's sole liability under this Warranty shall be limited either to repair or replacement of the affected area of the Product.

4.4 Products which have been repaired or replaced by Manufacturer shall have a remaining Warranty of the balance of the original warranty period.

Section 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.

Section 6. Notification of Claim

Claims under this Warranty should be submitted to the SYNLawn® dealer that the Product was purchased from. Claim must be submitted within thirty (30) days of discovery of the defect and within the warranty period.

Section 7. No Other Warranties

Manufacturer makes no representation or warranties of any kind, nature, or description with respect to any of the Product expressed 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.

Section 8. Modification

This Warranty can only be modified in writing by an authorized officer of the Manufacturer. No other modification, oral or written, may be made. This Warranty and

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the invoice with terms and conditions constitutes the complete, final, and exclusive terms of the sale of SYNLawn® synthetic grass products by Manufacturer.

Section 9. Governing Laws and Jurisdiction

Interpretation and enforcement of these terms and conditions should be governed by the laws of the State of Georgia. Purchaser agrees that exclusive venue and jurisdiction of all actions and proceedings arising out of or relating to this Warranty shall be in the state or federal courts located in the State of Georgia and the parties hereby consent to the jurisdiction and venue in the state and federal courts of Georgia.

Section 10. Severability

If any portion or 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
Residential

Warranty Period	Prorated Value
Years 1 through 8	100%
Years 9 through 10	50%
Years 11 through 12	25%
Years 13 through 15	10%

Exhibit B
Residential/Commercial - Dave Pelz ShotStopper System

Warranty Period	Prorated Value
Year 1	100%
Year 2	80%
Year 3	60%
Year 4	40%
Year 5	20%
Year 6	5%

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Commercial

Warranty Period	Prorated Value
Years 1 through 4	100%
Years 5 through 7	50%
Years 8 through 10	25%
Years 11 through 12	15%
Years 13 through 15	5%

Exhibit D
Exceptions

Commercial Tee Line and Trample Zones	
Warranty Period	Prorated Value
Year 1	100%
Year 2	75%
Year 3	50%
Year 4	10%

Exhibit E
Commercial / Residential Agility
(Speed Turf/Track Turf)

Agility / Fitness	
Warranty Period	Prorated Value
Year 1 through 5	100%
Year 6 through 7	50%
Year 8 through 9	10%

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Exhibit F
SYNPlay Colors

Styles	Warranty Period	Prorated Value
SPK60	Year 1 through 5	100%
SPR60	Year 6 through 7	50%
SPV60	Year 8 through 9	10%
SPN60		
SPW60		
SPC60		
SPB60		
SPG60		

SYNLawn® Product(s) covered by this Warranty

Application

Warranty Period
