

This Statement of Warranty Terms and conditions (“Warranty”) sets forth the warranties provided by Manufacturer to the Purchaser (“Purchaser”) of **SYNLawn®** synthetic turf 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 the Warranty. Receipt of full payment for the Product and timely registration of the Product as set forth in this Warranty are condition precedents to the operation and effect of this Warranty.

1. Products:

As used in this Warranty, the terms “Product” or “Products” shall mean the **SYNLawn®** Product(s) named above.

2. Limited Warranty

Manufacturer warrants its Product against UV Degradation for that period of time delineated on a product by product basis shown in Exhibit A included hereto beginning from the date of installation (the “Warranty Period”). As used in this Warranty, “Defect” is defined as Product that has a weight loss due to ultraviolet degradation in excess of fifty percent (50%) of the face fiber per square foot provided that:

- 2.1 The Product is properly installed.
- 2.2 The Product surface and system is maintained in accordance with the instructions as set forth in the Care And Maintenance Procedures provided to the Customer at the time of installations, and
- 2.3 This Warranty does not cover slight variations or gradations of color within the Products due to face fiber distortion.

3. Manufacturer’s Obligations Under Warranty

- 3.1 After Manufacturer determines there is a defect covered under this Warranty, Manufacturer will perform all repairs or provide any replacement of product covered under this Warranty that it deems necessary, in its sole discretion, within a reasonable time period from the date that Manufacturer receives notice from Purchaser.
- 3.2 Manufacturer shall provide product and labor for repair or replacement to purchaser at a prorated cost based upon the usable period of the product.
- 3.3 Products which have been repaired or replaced by Manufacturer shall have a remaining warranty of the balance of the original warranty period.
- 3.4 This Warranty does not apply to the Product or any portions of the Product that are misused, abused, or that have not been used or maintained in accordance with the Care and Maintenance Procedures. Normal wear and tear of the Product are not included or covered under this Warranty. Manufacturer makes no warranty with respect to any Defect, failure, deficiency, damage or error which is: (a) not timely reported to Manufacturer or (b) due to misapplication, modification, and disassembly, abnormal conditions of temperature, corrosive materials or matter.
- 3.5 **THERE ARE NO OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 3.6 Manufacturer’s sole liability under this Warranty shall be limited to replacement of the Affected Area of the Product and Manufacturer shall have no other obligations or liabilities with respect to Defects of the Product.



4. **Limitations On Coverage** This Warranty specifically excludes:
 - 4.1 Products used for any application other than those stated in the installation and product guidelines provided to purchaser;
 - 4.2 Damages caused, but not limited to burns, cuts, accidents, vandalism, abuse, negligence or neglect, and acts of God;
 - 4.3 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, including chemical exposure resulting from run-offs from neighboring proportions;
 - 4.4 Damages caused by continued exposure to reflective sunlight from windows and other objects;
 - 4.5 Normal wear and matting are not manufacturing defects and are not 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. Purchaser must follow the maintenance instructions and guidelines set forth in the Care And Maintenance Procedures. **FAILURE TO PROPERLY MAINTAIN THE PRODUCT PURSUANT TO THE CARE AND MAINTENANCE PROCEDURES WILL VOID THE WARRANTY.**

7. **No Other Warranties** Manufacturer makes no representations or warranties of any kind, nature, or description with respect to any of the products 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.

8. **Limitations On Warranty** The Warranty will be voided immediately if:
 - 8.1 The Product or any portion of the Product is moved to a new location;
 - 8.2 Purchaser fails to comply with Product recommendations or the Maintenance Guidelines for the Product;
 - 8.3 Purchaser fails to notify SYNLawn in writing within 30 days of discovering a Defect.

9. **NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, WHETHER AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE MADE WITH RESPECT TO THE PRODUCT OR OTHER GOODS SOLD IN CONNECTION WITH THE PRODUCT.**

10. **Notification Of Claim** Claims under this Warranty must be submitted to SYNLawn. Such notification must state in detail the kind and nature of the Defect, damage or deficiency and must arrive within (30) days of discovery of the Defect, damage or deficiency. Notification must arrive within the Warranty Period.

- 11. Modification** 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 of the sale of SYNLawn® synthetic turf products by Manufacturer.
- 12. Governing Law And Jurisdiction** Interpretation and enforcement of these terms and conditions shall 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.
- 13. 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

Product	Warranty	Pro-rated Material Value
SYNGreen Pro	12 years	Less one-twelfth (1/12) per annum from date of installation
UltraLush IV Plus	8 years	Less one-eighth (1/8) per annum from date of installation
UltraLush V Premium	8 years	Less one-eighth (1/8) per annum from date of installation
UltraLush VI Platinum	9 years	Less one-ninth (1/9) per annum from date of installation
UltraWear I	9 years	Less one-ninth (1/9) per annum from date of installation
UltraWear II	9 years	Less one-ninth (1/9) per annum from date of installation
UltraWear III	10 years	Less one-tenth (1/10) per annum from date of installation