



ARTIFICIALGRASS.BIZ

Artificial Grass & Landscaping Inc

AGL Warranty

I. Limited Warranty. Artificial Grass & Landscaping Inc (AGL) warranty covers ultraviolet degradation and excessive fading. The warranty is prorated equally over its term, meaning the warranted amount is reduced by 6.67% annually. For example: the prorated amount at the end of year one is 93.33%, year two 86.66% until the end of year fifteen when it becomes 0%. AGL also warrants products against manufacturing defects for a period of one year. In the event that AGL elects to issue a credit in lieu of repair or replacement, said credit shall only apply to the affected area of the synthetic grass giving rise to the claim. The credit shall be issued to the dealer, as a percentage of the replacement cost of new synthetic grass of the same or comparable quality. The credit will be good only toward the purchase of AGL-artificial grass; there will be no cash payment.

This Warranty Does Not Cover:

1. Melted or damaged turf caused from reflection by Low E windows or any other producer of sun magnification, localized heating or extreme heat.
2. Circumstances for any loss or damage associated with special, indirect, incidental or consequential damages.
 - a. Accidents, vandalism, abuse, negligence, cuts, burns or neglect.
 - b. Improper cleaning methods and use of harsh, caustic chemicals.
 - c. Acts of Mother Nature (earthquakes, floods, hurricanes and other natural disasters).



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3. Damage that may occur during shipping/transportation. Shipping claims must be filed against the freight company in question.
4. Normal wear and tear; normal wear and tear is not a manufacturing defect and therefore not covered by this warranty
5. Failure to properly maintain, protect or repair the turf. Turf installed with noticeable defects.

General Terms and Conditions

- Product must be installed in a suitable location by a licensed installer.
- Product must be maintained in accordance with the recommended maintenance procedures.
- This warranty is prorated and is provided to the original purchaser only.
- Slight variation in texture of thatch yarn may be experienced. This is not considered a manufacturing defect.
- Slight variation in color from lot to lot and color changes over the life of the product is common and to be expected. This is not grounds for a warranty claim.
- An original sales receipt must be provided with the date of purchase, reseller's name, product identification, and quantity purchased clearly stated.
- The manufacturer shall be allowed to arrange inspection of products claimed to be defective. No warranty claim will be accepted until inspection is complete and cause of problem is determined.
- The liability of the manufacturer under this warranty shall be limited to the cost of artificial turf only. The manufacturer shall not be obligated to pay for installation, labor, or other incidental costs.



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- The manufacturer at its sole discretion may provide materials to replace defective products only; or pay the equivalent cost of replacement material of a comparable product.
- The manufacturer expressly disclaims any other warranties, including warranties of merchantability and fitness for a particular purpose. It is the Buyer's responsibility to determine the suitability of the product for the intended use and purpose, and the Buyer assumes all risk and liability whatsoever regarding such suitability.
- No installer, retailer, agent or employee of the manufacturer or distributor has the authority to increase or alter the obligations or limitations of this warranty.
- In the event of litigation, all controversies shall be submitted to the American Arbitration Association. Venue shall be the County of Sacramento, State of California.

Claims Procedure:

Claims must be signed and submitted in writing and delivered to:

Artificial Grass & Landscaping Inc

Attn: Claims

3667 Omec Park Dr., Rancho Cordova, CA 95742

Email: info@artificialgrass.biz

II. Other Limitations on Coverage. This warranty is inapplicable (i) to products used for any purpose other than sports fields or courts or landscape purposes, (ii) to any damage caused during or on account of improper handling, storing, transportation, installation or repairs unless the improper conducts are committed by AGL or its authorized agents, or (iii) to the extent that any defect or damage is caused by:

- (1) Burns, cuts, accidents, vandalism, abuse, negligence or neglect;
- (2) Improper design or failure of the sub-base of the sports field or court;
- (3) Drainage defects or deficiencies on the sub-base and/or its surrounding area;
- (4) Wear or abrasion caused by an inadequate sub-base;



- (5) Use of infill products of an incorrect grade (according to FIFA accredited test institutes, such as ISA-SPORT / LABOSPORT, or other test institutes accredited by AGL);
- (6) Failure to maintain infill products at the correct level (according to FIFA accredited test institutes, such as ISA-SPORT / LABOSPORT, or other test institutes accredited by AGL);
- (7) Any harmful chemical reaction to the Product caused by infill materials;
- (8) Use of improper footwear or sports equipment;
- (9) The playing surface being used for the purpose other than that for which it was designed and installed;
- (10) Application of improper cleaning methods;
- (11) Use of cleaning chemicals, herbicides or pesticides;
- (12) Forces majeures or other conditions beyond the reasonable control of AGL;
- (13) Post fibrillation after or during installation for purposes other than to get the infill materials in place; or
- (14) Failure to properly maintain, protect or repair the Products.

All products are subject to normal wear and tear. In addition to the factors mentioned above, wear and tear depends on, without limitation, the intensity of use of the product. -- Normal intensity of use is considered to be 30 hours per week with the condition that each player has at least 125 square meters on the field. AGL does not warrant against normal wear and tear. AGL shall not be responsible for any warranty issued or made by the Purchaser to third parties, including, without limitation, any warranty made by the Purchaser with respect to the useful life of the products. The Purchaser should carefully read the latest versions of AGL's product information materials, literature and recommendations on product maintenance and performance optimization.



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Limitation of Liability. AGL's entire liability for any defective product shall in no event exceed the purchase price for the defective products. AGL shall in no event be held liable, whether on the basis of contract or tort (including but not limited to, negligence) or under any other legal theory (including, but not limited to, strict liability and /or equitable theory), for lost profits or revenues, loss of use or similar economic losses, or for indirect, special, incidental, consequential, punitive or similar damages arising from or in connection with the use, conditions, possession, performance, maintenance, non-delivery or late delivery of the products, even if AGL has been notified of the possibility of such damages.

No Other Warranties. The warranty provided herein is the sole exclusive warranty with regard to AGL's products and replaces any and all other warranties, whether oral or in writing, of any kind concerning AGL's products. The remedies of repair and /or replacement provided in article 2 hereof are the sole obligations of AGL, and the sole remedies of the purchaser, under this warranty. Except as expressly provided herein, Artificial Grass & Landscaping Inc makes no statements or warranties of any kind or nature concerning any of its products, whether express or implied, including, but not limited to, any warranty or merchantability, fitness for any particular purpose, or non-infringement of third party rights.