



*5 YEAR LIMITED WARRANTY AGAINST FAILURE
DUE TO EXPOSURE TO SUNLIGHT
(PP & Nylon Products)*

XGrass warrants that for five (5) years from the date of synthetic turf installation, the turf, when installed and maintained as recommended by the yarn & turf manufacturer, will retain at least 50% of its pile fiber. If any area or portion of the turf substantially changes, as distinguished from a change in texture, or if pile heights decrease 50% or more within five years after its initial installation, XGrass will have all such areas or portions replaced with new turf of equivalent quality, excluding installation costs. XGrass also warrants that at the time of the initial turf installation, the synthetic turf will be free of manufacturing defects. Slight color changes will occur over the lifetime of this turf / carpet and is not considered an issue or basis for claim. All labor cost involved with the removal of the affected turf / carpet and reinstallation of the replacement carpet will be the responsibility of the purchaser.

Subject to the following limitations:

General provisions of this limited warranty apply only to the wear of the turf with regard to ultraviolet degradation, and do 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 professionally installed by an approved installer. This limited warranty does not apply to installations on stairways or other uneven surfaces, nor does it apply to turf which has not been properly maintained.

The expressed limited warranty excludes all implied warranties, and said manufacturer shall in no event be liable for a breach of warranty in any amount exceeding the mill invoice price of the turf.

If dissatisfied, the owner must submit notice of all claims under this warranty to XGrass within five (5) years from the date of turf installation.

Limitations on Coverage

This warranty does not apply (1) if the product is used for any application other than sports fields, courts, greens, or landscaping, (2) to any damage caused during or on account of improper installation or repairs, (3) to the extent that any defect or damaged is caused by:

- a. Burns, cuts, accidents, vandalism, abuse, negligence, or neglect
- b. Improper design or failure of the sub-base of the sports field, green, court, or landscape
- c. Wear or abrasion caused by inadequate sub-base
- d. Movement of product due to lack of infill
- e. Use of infill products of an incorrect grade
- f. Failure to maintain infill products at the correct level (per FIFA accredited test institutes)
- g. Use of inappropriate footwear or sports equipment



- h. The playing surface being used other than for the purpose for which it was designed and installed
- i. Use of chemicals, herbicides, pesticides
- j. Use of improper cleaning methods
- k. Any harmful chemical reaction to the product caused by infill materials
- l. Acts of God or other conditions beyond the reasonable control of XGrass.
- m. Post fibrillation after or during installation for purposes other than to get infill materials in place
- n. Failure to properly maintain, protect or repair the products or turf
- o. Packing, matting, or roll crush marks are inherent characteristics of turf / carpet manufactured using polypropylene/olefin and nylon fibers.
- p. Damage that occurs during the shipping/transportation process. All shipping claims must be filed against the truck line in question.
- q. Damage caused by reflection (melting) or other flammable materials

All synthetic turf is subject to normal wear and tear. Normal wear and tear is not a manufacturing defect and is not covered by this warranty.

Additional Notes on 7600 and 5700 denier PP products:

- 1. No claim will be accepted if purchase date of product exceeds 1 year (with the exception on u/v stability)
- 2. No claim will be accepted for shading and banding resulting from but not limited to the following as these are not considered fiber defects:
 - a. Differences in tip bloom
 - b. Reflectivity differences
 - c. Direction of pile lay in adjacent tuft rows

Note: Every incident will be examined on a case by case basis. If the fiber is found to be within the specifications set forth by the External Specifications published by Tencate Grass NA, no claim will be accepted.

Remedy

If a product fails to perform as warranted during the warranty period, XGrass will provide replacement product, F.O.B. Mill, for the product determined by XGrass or XGrass representative not to comply with the stated warranty, allowing the purchase price for the replacement product prorated for the number of months remaining in the unexpired warranty period. Purchaser shall be responsible for paying the portion of the purchase price for the replacement product not allowed by XGrass. XGrass shall not be responsible for removal of the defective turf or installation of the new.

Limitations on Liability

In no event shall XGrass, Inc. be liable, whether on contract or in tort or under any other legal theory, for lost profits or revenues, loss of use or similar economic loss, or for indirect special, incidental, consequential, punitive or similar damages arising out of or in connection with the use, condition, possession, performance, maintenance, non-delivery or late delivery of the products, even if XGrass has been advised of the possibility of such damages.



XGrass shall not be responsible for any costs or expenses incurred by Purchaser or others with respect to any tests, inspections, or consultations conducted by Purchaser or others. Claims must be submitted within 30 days after discovery of the alleged defect. Purchaser must promptly inspect all products upon delivery. Anything herein to the contrary notwithstanding, to the extent that any defects, shortages, or non-conformities in the products are discoverable by inspection upon delivery of the products, all obligations of XGrass to purchaser with respect to such defects, shortages, and non-conformities shall be deemed satisfied, and all products shall be deemed to be free of such defects, shortages, and non-conformities, unless Purchaser notifies XGrass of such defects, shortages, or non-conformities in writing within 30 days after the date of delivery.

Assignment

Purchaser may not transfer, convey, or otherwise assign all or any of its rights under this warranty without prior written consent of XGrass. Any such transfer or assignment without prior written consent shall be null and void and of no force or effect.

Claims Procedure:

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

Ron Bennett
XGrass
210 Howell Drive
Dalton, GA 30721

Email: ron@xgrass.com

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.