



## *LIMITED WARRANTIES FOR XGRASS PRODUCTS*

### **Ten Year Limited Warranty on Wear**

XGrass warrants that for TEN (10) 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 ten 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 limited warranty in any amount exceeding the mill invoice price of the turf.

If dissatisfied, the original owner must submit notice of all claims under this limited warranty to XGrass within ten (10) years from the date of turf installation.

### **Limitations on Coverage**

This limited warranty does not apply (1) if the product is used for any application other than sports fields, courts, greens, or landscaping & play areas, (2) to any damage caused during or on account of improper installation or repairs, (3) to the extent that any defect or damage 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. Wear or abrasion under swing sets, slides, and other high friction play equipment
- e. Wear due to lack of infill/no infill
- f. Movement of product due to lack of infill
- g. Use of infill products of an incorrect grade



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

#### **Eight Year Limited Warranty on Static Build-Up**

XGrass products manufactured with yarn featuring Static Block Technology will not cause or be the source of static build up for 8 years from the date of installation. However, a static charge may be present on the playground due to the static charges of the playground equipment or other factors. XGrass will not be responsible for damage due to static charge caused by sources other than its products that contain Static Block Technology.

#### **Remedy**

If a product fails to perform as warranted during the limited 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 limited 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 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 Industries 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 limited warranty.

**Claims Procedure:**

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

XGrass  
Ron Bennett  
210 Howell Drive  
Dalton, GA 30721

Email: [ron@xgrass.com](mailto:ron@xgrass.com)

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