



Pour-In-Place Playground Safety Surfacing Five Year Limited Warranty

XGrass warrants the Pour-in-Place Playground Safety Surfacing ("the Surfacing") installed for _____ ("the Owner"), located at _____ for a period of five (5) years commencing from the date of substantial completion established on _____ and expiring on _____.

This limited warranty includes only XGrass' obligation to repair, replace or issue a credit, at XGrass' option, for defective material or workmanship in the Surfacing that has failed during the warranty period. A failure in the Surfacing includes edge raveling, bubbling, delamination, peeling or loss of integrity as a result of degradation. XGrass is under no obligation or responsibility to repair and/or replace the Surfacing if damaged by vandalism (including cuts, burns, gouges, etc.), misuse, abuse or alteration, improper subsurface design or construction, improper drainage, improper or lack of maintenance, any foreign residue that may be deposited on the surface, normal wear and tear, damage from sharp objects (high heels, spikes, etc.) or acts of God.

All warranty claims shall be made in writing to XGrass within ten (10) days after Owner has knowledge thereof, but in no event later than ten (10) days after expiration of the warranty. Written notice shall include the date of discovery of the failure, description of the failure, photos of the failure and a request for a warranty claim meeting with XGrass at the location of the Surfacing for which the warranty claim is being made. XGrass shall not be responsible for warranty claims if Owner fails to provide written notice within ten (10) days of discovery of the failure.

XGrass shall determine the validity of all warranty claims after sufficient evidence has been gathered. XGrass shall then repair, replace or issue a credit for any valid claims. Any credit issued to the Owner on a warranty claim shall be on a prorated basis and may only be used to purchase replacement and/or additional Surfacing. The prorated formula for issuing a credit shall be 100% of the original purchase price during year one, 80% during year two, 60% during year three, 40% during year four, and 20% of the original purchase price during year five.

Any dispute as to whether and to what extent there is a Surfacing failure and a subsequent valid warranty claim within the meaning of this limited warranty shall be initially dealt with by joint investigation and discussion between XGrass and the Owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either XGrass or the Owner shall submit the matter to an arbitrator who shall make a determination in accordance with the rules and regulations of the American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty does not include the subsurface (existing surface, existing or new aggregate, existing or new concrete or existing or new asphalt). If the subsurface fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving or settling), this limited warranty shall be rendered invalid. If the subsurface is new concrete and a curing agent was used, this limited warranty shall be rendered invalid. In addition, there is no warranty against the Surfacing cracking along expansion joints or underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of exposure to ultraviolet rays, unapproved cleaning materials or vandalism.

Note that surface temperature can rise significantly when exposed to direct sunlight. Shoes and/or socks must be worn.



Owner agrees that it will not, under any circumstances, make alterations to the Surfacing without the written authorization of XGrass. Any unauthorized alterations by the Owner shall immediately void this limited warranty and shall give rise to the duty of the Owner to hold harmless, defend and indemnify XGrass from any claim, suit or cause of action, personal injury, death or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that this limited warranty shall be voided if the Owner fails to follow the maintenance guidelines provided by XGrass. Owner agrees that in no event shall XGrass have any liability to Owner for loss of use or loss of profits or any form of consequential damages. The following chemicals can damage the Surfacing and should be avoided: disinfectants, concentrated chlorine bleach, gasoline, diesel fuel, hydraulic and lubricating oils, acids and organic solvents.

Failure to pay for the Surfacing within the agreed upon terms shall void this limited warranty. Any damages to the Surfacing during the curing period are the responsibility of the Owner and shall be repaired at the Owner's expense. This limited warranty does not lessen or eliminate any other obligations of Owner to XGrass.