

**FLOW 75**  
**16 YEAR WARRANTY**

**MANUFACTURER WARRANTY**

**Limited Warranty** Subject to the terms, conditions and limitations contained in this warranty, Manufacturer (“SELLER”) warrants to the Purchaser that under normal conditions, the Materials, as identified, will maintain their UV stability and tensile strength for a period of eight years. Materials will be deemed to have maintained their UV stability and tensile strength if the original tensile strength of the materials does not decrease by more than fifty percent. SELLER further warrants that its products are manufactured within its manufacturing tolerances. Purchaser shall inspect all Materials for defects upon delivery. All materials shall be deemed to be free of defects, shortages and non-conformities, unless Purchaser notifies SELLER in writing before installation of the Materials and within 30 days after the date of delivery. Claims under this warranty may only be made by Purchaser and not by Purchaser’s customers or any other third parties.

**Remedy** SELLER’s obligations under this limited warranty are restricted to repairing or, at its sole option, replacing all or the affected part of any Material covered herein such that such repaired or replaced Material conform to the original specifications of the impacted materials. Any Material replaced will be replaced on the following prorata basis:

<b>0 through 4 years.....</b>	<b>100%</b>
<b>5th year.....</b>	<b>75%</b>
<b>6th year.....</b>	<b>50%</b>
<b>7th year.....</b>	<b>30%</b>
<b>8th year.....</b>	<b>10%</b>

If a repair is necessary under this warranty, then SELLER will perform warranty services only during normal working hours. If Purchaser requests that SELLER perform services outside of normal working hours, Purchaser will be required to pay SELLER at SELLER’s then applicable rates for such services. SELLER’s liability under this limited warranty is limited to the material value of the item to be repaired or replaced. SELLER will not be responsible for the removal or disposal of the defective turf or the installation of new turf.

**Limitations on Coverage** The remedy of repair or replacement set forth herein shall be the sole remedy. This warranty does not apply to any damage caused during or on account of improper installation or repairs, or to the extent that any defect or damage is caused by:

- a. Burns, cuts, accidents, vandalism, abuse, negligence or neglect;
- b. Improper design, installation or failure of the sub-base;
- c. Changes in texture resulting from application of sand, dirt, mold, mildew, normal wear or matting, traffic
- d. Use of cleaning chemicals, herbicides, or pesticides;
- e. Use of improper cleaning methods;
- f. Failure to properly maintain, protect or repair the product; or
- g. Damage due to excessive heat or sun magnification, usually caused by (but not limited to) reflection from Energy Efficient Windows.

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.

LIMITATION OF LIABILITY IN NO EVENT SHALL SELLER BE LIABLE, WHETHER IN 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 SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NO OTHER WARRANTIES THE WARRANTY PROVIDED HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY AND SUPERSEDES ANY AND ALL OTHER WARRANTIES, ORAL OR WRITTEN, OF ANY TYPE RELATED TO SELLER PRODUCTS. EXCEPT AS PROVIDED HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION WITH RESPECT TO ANY OF ITS PRODUCTS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS OF ANY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND SELLER HEREBY DISCLAIMS THE SAME.

**Miscellaneous** This Limited Warranty shall be governed by the laws of the State of Georgia. Venue and jurisdiction for any disputes arising out of this Limited Warranty shall lie exclusively in the Superior Court of Murray County, Georgia unless otherwise agreed by the parties. Any right of removal is hereby expressly waived.

## **EXTENDED WARRANTY**

### **TERMS AND CONDITIONS OF WARRANTY**

<Company Name> ("Seller") is providing this additional warranty to the original purchaser of artificial grass from Seller (the "Original Purchaser") that such artificial grass (the "Material") is guaranteed against manufacturing defects, ultra violet degradation and excessive fading for an additional eight (8) year period by Seller in addition to the manufacturer's warranty of eight (8) years, for a total combined manufacturer and Seller Warranty period of sixteen (16) years from the date of shipment of Material to the Original Purchaser. This Limited 16 Year Residual Warranty (the "Warranty") supplements the limited eight (8) year standard warranty provided by the manufacturer of the Material (the "Manufacturer's Warranty") and will only become effective on the first (1st) day of the ninth (9th) year after the date of shipment of Material to the Original Purchaser. This Warranty extends only to the Original Purchaser and does not extend to any contractor, retailer, installer or subsequent purchaser. This Warranty is to be prorated as follows:

- (a) One hundred percent (100%) of the remaining amount of the Manufacturer's Warranty, at expiration, during year's nine (9) to eleven (11).
- (b) Fifty percent (50%) of the remaining amount of the Manufacturer's Warranty, at expiration, during year's twelve (12) to fourteen (14).
- (c) Twenty five percent (25%) of the remaining amount, at expiration, of the Manufacturer's Warranty during year's fifteen (15) to sixteen (16).

### **LIMITATIONS OF WARRANTY**

**Term:** In no event shall Seller be liable for any manufacturing defect or damage to the Material until the Manufacturer's Warranty as to the Material has expired. All claims for damages arising prior to the expiration of the Manufacturer's Warranty must be made against the Manufacturer's Warranty.

Authorized repairs that are performed by either the Manufacturer or Seller, or any agent, employee, or anyone acting on behalf of the Manufacturer or Seller, shall not extend or restart the Term of this Warranty.

**Exclusions:** This Warranty shall not apply to slight variation in the texture of thatch yarn over the life of the Material as this is expected and shall not be considered as damage or a manufacturing defect. This Warranty shall not apply to slight variation in color between dye lots nor shall it apply to color changes over the life of the Material as this is expected and shall not be considered as damage or a manufacturing defect. Seller cannot guarantee matching dye lots for repairs done after installation or usage of the Material.

This Warranty shall not cover any damage to the Material (i) caused by accidents, force majeure, abuse and neglect from other than normal and ordinary use of the Material, (ii) vandalism, fire, floods or other acts of God, (iii) damage caused by installers, or resulting from improper installation of the Material, during or after installation of the Material, (iv) damage resulting from repair, or attempted repair of the Material or subsurface without prior written consent of the Original Manufacturer or Seller or (v) damage resulting from failure to maintain the Material in accordance with the recommended maintenance procedure.

If it is found that any conditions or exclusions exist that would otherwise void the Manufacturer's Warranty provided by the Manufacturer, then this Warranty will also be void. Failure to follow the notice and claims procedure set forth below will void this Warranty.

The Warranty provided herein is the sole and exclusive Warranty of Seller. Seller expressly disclaims any other warranties, including warranties of merchantability and fitness for a particular purpose. It is the Original Purchaser's responsibility to determine the suitability of the Material for the intended use and purpose, and the Original Purchaser assumes all risk and liability whatsoever regarding such suitability.

This Warranty applies only to the Material and Seller does not warrant against workmanship of the installation of the Material or any products used in the installation of the Material. This Warranty will only apply to Material that is installed in a suitable location, in a manner in compliance with the manufacturer's installation guidelines using appropriate installation and products. It is the responsibility of the Original Purchaser to perform all acts required for proper installation of the Material.

This Warranty applies only to Material that has been manufactured in the United States of America and does not apply to Material manufactured outside of the United States of America or to Material imported from outside of the United States of America.

**Proper Care and Maintenance:** This Warranty will only apply to Material that has been, at all times, maintained in accordance with the recommended maintenance procedure.

**Consequential Damages:** In no event will Seller be liable for any consequential, special, indirect, incidental or expectation damages, including, but not limited to, lost profits, lost revenue, loss of use, the labor cost of removal, the labor cost of replacement of the Material, or freight. In no event shall the maximum of Seller's liability exceed the purchase price of the Material paid by the Original Purchaser, less time use adjustments which will be determined in the sole discretion of Seller.

**Modifications:** No terms or conditions, other than those stated in this Warranty, and no agreement or understanding in any way modifying the terms and conditions herein stated shall be binding on Seller, except if such modifications are made in writing on Seller stationary signed by an officer of Seller. No agent or employee of Seller, installer, Qualified Installer, retailer or distributor has the authority to increase or alter the obligations or limitations of this Warranty.

## CLAIMS

Warranty claims must be made in writing to Seller at any time during the Warranty period and must be accompanied by a copy of the original sales receipt with the date of purchase, product identification and quantity. Seller shall be allowed to arrange inspection of the Material claimed to be defective or damaged and shall have thirty (30) days to inspect and test the Material. No warranty claim will be accepted until inspection is complete and the cause of the defect or damage is determined. Seller, at its sole discretion, shall either accept or reject the claim. Upon acceptance of a claim by Seller, Seller reserves the right to (i) repair or provide artificial grass for replacement of the affected area(s), (ii) issue refund equal to the cost of the defective or damaged Material, (iii) provide Materials to replace the defective or damaged Material or (iv) pay the equivalent cost of replacement Material of a comparable product.

Any controversy or claim arising out of or relating to this Warranty, or the enforcement thereof, shall be settled by binding arbitration and shall be submitted to the Judicial Arbitration and Mediation Services (JAMS), with such arbitration taking place in Ontario, California. California Law shall apply to this warranty, irrespective to the place of purchase of the material.

### **Claims must be submitted within 30 days after discovery of the alleged defects.**

Please send it to: Seller  
E-mail: <company email>

Seller does not hold responsibility for any costs or expenses incurred by purchasing or others for testing, inspecting or consulting our company's products. After arrival of the goods on site, the purchaser should check all the products promptly. Any quality defects found after shipment arrival, the purchaser must notify our company in writing within 60 days after shipment arrival date. Otherwise, our company will consider that our product is free from quality defects and will bear NO relative responsibility. The right of final interpretation belongs to Seller.