



SYNTHETIC TURF LIMITED WARRANTY AGAINST FAILURE DUE TO EXPOSURE TO SUNLIGHT & MANUFACTURING DEFECTS (POLYEHTLENE)

(PE Monofilament / PE Slit Firm)

WinterGreen Synthetic Grass, LLC (“WGSG” or “WinterGreen”) provides the original purchaser (“Purchaser”) of WGSG synthetic turf products (“Products”) with a Limited Warranty (“Warranty”) as set forth herein.

WARRANTY PERIOD

This Warranty shall be in force and remain in effect for a period of eight (8) years beginning on the date of invoice (“Effective Date”) and, except as otherwise provided, covers North America including the United States and Canada.

WARRANTY

1. Manufacturing Defects: WinterGreen Synthetic Grass warrants that at the time of initial invoice, the Product will be free of any defects in materials and workmanship. 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.
2. Pile Retention Limited Warranty: Tailor Made Grass warrants that the Product will retain at least 50% of its pile fiber when:
 - a. when properly installed by an installer who originally purchased the material from WinterGreen; and
 - b. when properly maintained according to the Synthetic Turf Council’s (“STC”) recommended turf maintenance procedures.

REMEDY LIMITED TO REPLACEMENT PRODUCT

WinterGreen’s liability under this Warranty shall be limited to the replacement of the defective Product, and specifically excludes all costs associated with removal of the defective Product and installation of the replacement Product. All costs associated with removal of the defective Product and installation of the

replacement Product shall be the sole responsibility of the Purchaser. All Warranty claims must be submitted to WinterGreen as set forth in the "Claims Procedure" section herein.

If, after the Purchaser has submitted the claim for the alleged defective Product pursuant to the Claims Procedure set forth here, and WinterGreen has determined, in its sole discretion and/or with identified yarn manufacturer, that the Product is defective and the defect is covered by this Warranty, WGSG will provide replacement Product to the Purchaser, F.O.B. Mill. The Warranty Period for the replacement Product shall be limited to the remaining Warranty Period for the initial Product.

LIMITATIONS AND EXCLUSIONS TO THIS WARRANTY.

1. This Warranty applies only to the original purchaser of the Product when purchased directly from WinterGreen and is not assignable to any subsequent purchasers or user of the Products unless agreed to in writing by an officer of WGSG.
2. This Warranty covers first quality Products only, and is not applicable to Products sold as seconds, closeouts or irregulars.
3. Warranty applies for defined uses. Lawn products will not be warrantied for fiber loss if used in sports and play applications.
4. This Warranty does not apply to damage incurred during installation, improper underlay, pile crushing, reflection burns/melting, 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.
5. This Warranty does not apply to installations on stairways or other uneven surfaces.
6. Fluctuation in texturized yarn Products, used as face yarn or thatch yarn, is not considered a defect, nor is shade differences due to dye lot changes, and shall not be covered by this Warranty.
7. Slight color changes will occur over the lifetime of this Product and such color changes are not covered by this Warranty and will not be considered an issue or basis for claim.
8. WinterGreen 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 on the Products.
9. This Warranty does not apply if the product is used for any application other than as disclosed.
10. Any visual yarn/product defects must be documented and registered with the manufacturer within 12 months after the invoice date for a valid claim to be processed.
11. This Warranty does not apply to product installed with known visual defects. Installer must notify manufacturer prior to installation of known problem else warranty will be void.
12. This Warranty specifically excludes defects or damages caused by:
 - a. Improper installation, joining of seams or repairs;
 - b. Burns, cuts, accidents, vandalism, abuse, negligence, or neglect;
 - c. Improper design or failure of the sub-base of the sports field, golf green, court, or lawn;
 - d. Wear or abrasion caused by inadequate sub-base;
 - e. Wear or abrasion under swing sets, slides, and other high friction play equipment;
 - f. Wear or abrasion on sports field seams and other high friction areas of field;
 - g. Wear due to lack of infill/no infill;

- h. Shrinking or melting of fibers due to reflection or other sources of extreme heat;
- i. Expansion / Contraction of product due to lack of infill, improper securing of edges;
- j. Use of infill products of an incorrect grade resulting in seam ruptures;
- k. Failure to maintain infill products at the correct level of 50% of pile height or otherwise noted on product specification sheets;
- l. Use of inappropriate footwear or sports equipment (or lack of footwear);
- m. The playing surface being used other than for the purpose for which it was designed and installed.
- n. Use of chemicals, herbicides, pesticides (unless approved by yarn manufacturer in writing);
- o. Use of improper cleaning methods;
- p. Loss of tuft bind / fiber loss due to chemical and/or gas spills and leaks (includes leaks from equipment driven or used on turf surfaces);
- q. Wear / Fiber loss due to animals / animal traffic;
- r. Any harmful chemical reaction to the product caused by infill materials;
- s. Acts of God or other conditions beyond the reasonable control of Purchaser or WGSG;
- t. Post fibrillation after or during installation for purposes other than to get infill materials in place;
- u. Failure to install seams, lines, logos properly;
- v. Failure to properly maintain / repair seams, lines, logos;
- w. Use of a non-approved seam tape and/or adhesive;
- x. Failure to use seam adhesives / sealer on cushion backed products;
- y. Product damage occurring during the shipping/transportation process. All shipping claims must be filed against the truck line in question, a signed BOL must be noted with any shipping defects at time of delivery / pickup;
- z. Heat / temperatures of turf surface due to sources of natural environment, including sunshine, high air temperatures, and underlayment pad products.

NO EXPRESS OR IMPLIED WARRANTIES

WINTERGREEN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE, KIND, OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PRODUCTS EXCEPT AS SPECIFICALLY STATED HEREIN. WGSG SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

LIMITATIONS ON LIABILITY

WinterGreen's sole liability for any and all damages resulting from any cause whatsoever, whether based in contract, negligence, strict liability, other torts, or otherwise shall be limited to the original price of the Product. **IN NO EVENT SHALL WGSG BE LIABLE 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 SUCH CAUSE.**

PURCHASER'S OBLIGATION TO INSPECT UPON DELIVERY

Purchaser must promptly inspect all Products upon delivery and notify WinterGreen in writing of any defects, shortages or non-conformities within 30 days of the date of delivery ("Delivery Date"). Notwithstanding anything herein to the contrary, if Purchaser fails to promptly inspect and identify any Product defects, shortages, or non-conformities which are discoverable by inspection within 30 days of the Delivery Date, Purchaser shall be deemed to have accepted the Products as is and WGSG shall have no obligations and/or liability with respect to such defects, shortages.

ASSIGNMENT

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

MODIFICATION

THIS WARRANTY CONSTITUTES THE FINAL AND EXCLUSIVE TERMS FOR THE SALE OF THE PRODUCTS AND MAY NOT BE MODIFIED EXCEPT UNLESS WRITTEN MODIFICATION IS OBTAINED FROM AN OFFICER OF WINTERGREEN.

CLAIMS PROCEDURE

Any claims under this Warranty must be submitted in writing to WinterGreen by Purchaser within 30 days after discovery of the alleged defect. In the event that Purchaser failed to notify WGSG within 30 days, WGSG has the right to declare this Warranty void.

Claims must be signed and submitted in writing, by one of the following methods.

1. Via certified mail with proof of delivery, addressed to the following:

WinterGreen Synthetic Grass
1507 E 1st St.
Fort Worth, TX 76102

2. Via email communications to: admin@wintergreengrass.com.

This method of claim submission is valid and binding upon WinterGreen only if the Purchaser receives a confirmation of receipt of the email from WGSG.

GOVERNING LAW

This Warranty and its terms and conditions shall be exclusively governed by the laws of the State of Texas without regard to its conflicts of law provisions. Purchaser agrees that the exclusive venue for any action pertaining to transactions between the Purchaser and WinterGreen Synthetic Grass shall be the Court of Tarrant County, Texas. Purchaser hereby waives all personal jurisdiction defenses with respect to said venue.

By signing below, Purchaser hereby agrees to abide by the terms and conditions of this Warranty.

PURCHASER:

Name: _____

Title: _____

Signature: _____

Date: _____

WINTERGREEN SYNTHETIC GRASS, LLC

Name: _____

Title: _____

Signature: _____

Date: _____