



Manufacturers Eight Year Standard Warranty

The manufacturer endeavors to use the highest quality materials and the latest manufacturing techniques in the production of Synthetic Turf. The manufacturer guarantees its synthetic turf products against defects in material or workmanship, resulting in premature wear, during ordinary and normal use of the product(s) within EIGHT YEARS (8-Years) from the date of manufacturing.

The term "Synthetic Turf" as used herein, shall only include work performed by the manufacturer. This guarantee shall not cover any defect, failure or damage in or to the Synthetic Turf, which is:

- (a) subject to abuse, misuse, negligence;
- (b) installed, repaired, altered or replaced by any person other than a qualified installer;
- (c) damaged, directly or indirectly, including but not limited to, on account of, accident, vandalism, machinery, spiked shoes, animals, misuse, fire, flood, chemical reactions, acts of God, static or dynamic loads exciding the manufacturers specifications at time of installation, improper or faulty subsurface preparation, failure of the subsurface after the installation including settling of the surface, and the use of dry cleaning fluids or improper cleaning methods;
- (d) Exposed to light other than natural or approved light.

Synthetic turf is considered a consumable product; therefore, this warranty excludes wear and tear.

This guarantee is expressly in lieu of all conditions and warranties expressed or implied in fact or by law or otherwise, including without limitation, any implied conditions or warranties as to merchantability or fitness for a particular purpose. No person or party is authorized to create any obligation or liability for Turf by Design, LLC, or the manufacturer, and only the guarantee expressed herein shall apply.

The manufacturers' obligations under this guarantee are restricted to the repair or, at its sole option, replacement of all, or the affected parts covered herein. The manufacturers' liability under this warranty is limited to the material value of the item to be repaired or replaced.

The remedy of repair or replacement set forth herein shall be sole remedy and the manufacturer shall have no other obligations or liability in connection with any matter or thing, including without limitation, damages for personal injury or damages related to lost revenue, increased costs, downtime costs and all other indirect or consequential damages.

The manufacturer endeavors to handle all warranty claims promptly and professionally conditional on the customers' account being in good standing at time of claim.

It is agreed that all claims by purchaser made under the foregoing guarantee shall be invalid and null and void unless made in writing within eight (8) years from the date of manufacture and within thirty (30) days of learning of the cause giving rise to its claim.

DATE OF COMPLETION: _____ INSTALLED BY: _____

NAME OF PURCHASER: _____

LOCATION/ADDRESS: _____

SIGNATURE OF PURCHASER: _____ DATE: _____