



3955 W Mesa Vista Ave Ste A4
Las Vegas NV 89118
www.turfenvy.com
725-867-2400

MANUFACTURER WARRANTY

1. Limited Warranty: Subject to the terms, conditions and limitations contained in this warranty certificate, Turf Envy LLC, warrants to the person, firm or entity purchasing from Turf Envy LLC as indicated on the signature page hereof ("Purchaser") that under normal conditions during the applicable warranty period referred to below, the Turf Envy LLC products will maintain their UV stability and strength.

2 Commitments: The warranty period of Turf Envy LLC artificial grass are as following:

- The product above sold and installed in the USA has an 15 year limited warranty by Turf Envy LLC.
- During the above warranty period, if the product has been damaged because of the quality of artificial grass itself, Turf Envy LLC shall be responsible for replacement of the defective product for free.

If a product fails to perform as warranted during the warranty period, Turf Envy LLC will provide replacement product, of the same or comparable product, based on original square footage installed in the defective areas. This warranty does not express or imply that the entire project will be replaced unless deemed necessary due to color matching or product being discontinued. Turf Envy LLC shall not be responsible for removal or disposal of the defective turf or installation of the new product.

This warranty does not cover the following:

- Burns, cuts, accident, vandalism, abuse, neglect or negligence;
- Wear or abrasion cause by an inadequate sub-base;
- Use of inappropriate footwear or sports equipment;
- The playing surface being used other than for the purpose for which it was designed and installed;
- Use of cleaning chemicals, herbicides or pesticides that are not approved for artificial turf;
- Use of improper cleaning methods;
- Use of infill product of an incorrect grade (according to the national related standards);
- Any harmful chemical reaction to the product caused by infill materials;
- Post fibrillation after or during installation for purposes other than to place infill;
- Failure to properly maintain, protect or repair the turf;
- Acts of God or other conditions beyond the reasonable control of Turf Envy LLC

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. In addition to the factors mentioned above, the normal wear and tear depends on, without limitation, to the local climate and the intensity of use of the synthetic turf. Purchaser should carefully read the latest versions of Turf Envy LLC product information materials and literature for information about optimizing the performance of the synthetic turf.

During the warranty period, if there are some quality problems, claims under this warranty must be submitted in writing either via email, through our warranty link on our website, along with proof of turf installation date, name of installation company, batch and lot number, product name, name of infill materials, and minimum of three clear pictures showing the problem.

Terms and Conditions of Warranty

Turf Envy LLC is providing this additional warranty to the original purchaser of synthetic turf that such synthetic grass is guaranteed against manufacturing defects, ultraviolet degradation and excessive fading for an additional seven (7) year period by Turf Envy LLC in addition to the manufacturer's warranty of eight (8) years, for a total combined manufacturer and Turf Envy LLC warranty period of fifteen (15) years from the date of initial installation. This Limited 15-year residual warranty supplements the limited standard warranty provided by the manufacturer of the product and will only become effective on the first (1st) day of the ninth(9th) year after the date of installation 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:

- Seventy-five percent (75%) of the remaining amount of the manufacturer's warranty, at expiration, during year's nine (9) to eleven (11);
- Fifty percent (50%) of the remaining amount of the manufacturer's warranty, at expiration, during year's twelve (12) to fourteen (14);
- Twenty-five (25%) of the remaining amount, at expiration, of the manufacturer's warranty during year fifteen (15).

**LIFETIME WARRANTY (optional):

- Extended warranty against turf deterioration for the life of turf (20 years)
- Tufting coming apart due to deterioration of backing.
- Deterioration of blades.
- Not covered lifetime, if melting, burns etc.... occurs.

Extended Warranty

LIMITATION OF WARRANTY:

Term: In no event shall Turf Envy LLC be liable for any manufacturing defect or damage to the product until the Manufacturer's warranty as to the product 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 Turf Envy LLC, or any agent, employee, or anyone acting on behalf of the manufacturer or Turf Envy LLC, 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 product 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 product as this is expected and shall not be considered as damage or a manufacturing defect. Turf Envy LLC cannot guarantee matching dye lots for repairs done after installation or usage of the product.

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

If it is found that any condition(s) 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 Turf Envy LLC. Turf Envy LLC 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 product 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 product and Turf Envy LLC does not warrant against workmanship of the installation of the product or any products used in the installation of the product. This warranty will only apply to product 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 product.

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

Consequential Damages: In no event will Turf Envy LLC 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 product or freight. In no event shall the maximum of Turf Envy LLC's liability exceed the purchase price of the product paid by the original purchaser, less time use adjustments which will be determined in the sole discretion of Turf Envy LLC.

Modifications: No terms or conditions, other than those stated in the warranty, and no agreement or understanding in any way modifying the terms and conditions herein stated shall be binding on Turf Envy LLC, except if such modifications are made in the writing on Turf Envy LLC stationary signed by and officer of Turf Envy LLC. No agent or employee of Turf Envy LLC, 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 Turf Envy LLC 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. Turf Envy LLC shall be allowed to arrange inspection of the product claimed to be defective or damaged and shall have thirty (30) days to inspect and test the product. No warranty claim will be accepted until inspection is complete and the cause of the defect or damage is determined. Turf Envy LLC, at its sole discretion, shall either accept or reject the claim. Upon acceptance of a claim by Turf Envy LLC, Turf Envy LLC reserves the right to (i) repair or provide artificial grass for replacement of the affected areas(s), (ii) issue a refund equal to the cost of the defective or damaged product, (iii) provide product to

replace the defective or damaged product or (iv) pay the equivalent cost of replacement product 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 in the State of Nevada, regardless of location of purchase of product. Nevada laws will apply to this warranty.

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

Please send to:

Turf Envy LLC

Address: 3955 W Mesa Vista Ave Ste A4, Las Vegas NV 89118

e-mail: info@turfnv.com

Turf Envy LLC does not hold responsibility for any costs or expensed incurred by purchasing or others for testing, inspecting, or consulting our company's products. After arrival of the product on site, the purchaser should check all 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 Turf Envy LLC.

*This limited warranty is supplemental to and will only become effective after the expiration of the warranty provided by the manufacturer.