

ATHLETIC TURF WARRANTY

>>> 5 YEAR MANUFACTURER'S LIMITED WARRANTY

WARRANTIES, TERMS AND CONDITIONS

Manufacturer warrants to the Ultimate Consumer/Owner that its products are guaranteed against all defects in workmanship for a period of 5 years from the date of shipment. Manufacturer further warrants that its product is guaranteed not to exhibit UV degradation or loss of tensile strength greater than 50 percent during said time period, and further guarantees that its product will not have a pile height decrease in excess of fifty percent (50%) as a result of normal wear and tear with properly maintained infill levels as required. API Standards related to pile fiber height shall be established pursuant to ASTM Test D5823.

The life expectancy of artificial grass is dependent on the intensity of use, as well as local climatic conditions. The more a product is being used and the harsher the climate, the quicker its lifetime will pass. The intensity of use is a combination of several factors including the usage in hours per day, the number of people that sport or play (simultaneously) on the pitch, the type of sport or play and the type of footwear that is used.

For Care and Maintenance see the Synthetic Turf Council Maintenance Manual at www.syntheticurfCouncil.org.

LIMITATIONS ON WARRANTY

While Controlled Products uses current manufacturing techniques, fibers, and other component materials appropriate to the production of artificial turf and related components, this warranty is subject to limitations and conditions set forth below for the products supplied by the manufacturer. Contractors and owners must take special consideration to onsite exclusions that fall outside the warranty; section IV, including installation of turf and sub structures.

Please refer to the limitations and exclusions that void the warranty in sections 2, 4, 5, and 6.

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1. Conditions Precedent to Manufacturer Honoring Any Claim under Warranty.

A. If an observable manufacturing defect appears in the product at the time of delivery or prior to or during installation, including but not limited to tears, rips, holes, fabric distortion, color mismatch, the manufacturer must be notified immediately and installation should cease. For any such defect occasioned by the manufacturing process, Manufacturer will authorize a return of uninstalled, non-complying product and replace the same as soon as practicable, or make right at the manufacturer's choice. For damages occasioned in transit or by others, see section 6F.

B. In the event of any latent or hidden defect which shall appear after installation at any time during the eight year warranty period, Manufacturer should be notified and shall have thirty (30) days to inspect and test the product, and at its sole option upon acceptance of responsibility for a claim under this warranty, shall repair, replace or adjust subject to the terms set forth below. Should the Manufacturer elect to adjust the claim, the Manufacturer will pay to the Ultimate Consumer/ Owner one hundred percent (100%) of the wholesale cost of replacement turf fabric at any time a notice of claim has been received and accepted during the first year of use, and remaining repair or replacement requests are based on normal wear and tear over the life of the warranty.

2. Additional Terms and Limitations of Warranty.

A. Except as provided in the paragraphs below (Sections 2B, 2C and 2D), the Manufacturer warrants to the Ultimate Consumer/Owner that any of Manufacturer's first quality goods will be merchantable, and that any of Manufacturer's first quality goods will conform to the specifications of those goods as set forth in Manufacturer's PRODUCT SPECIFICATION SHEET on file at Manufacturer's corporate office available to Ultimate Consumer/Owner upon request. Any specifications set forth shall be subject to change as to future orders. Request for specification sheet should be made by Retailer, Contractor or Installer on behalf of Ultimate Consumer/Owner to Manufacturer for each order presented. THE EXPRESS WARRANTIES CONTAINED IN THIS DOCUMENT ARE IN LIEU OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY, USE AND FITNESS FOR ANY PARTICULAR PURPOSE SOLD AS BETWEEN MANUFACTURER AND ULTIMATE CONSUMER/OWNER. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE TERMS HEREOF.

B. IF ANY LANGUAGE ON THE FACE OF THE INVOICE INDICATES THAT THE GOODS DESCRIBED THEREON ARE SECONDS, OFF GOODS, OFF QUALITY, DISCOUNTS, ETC. THEN THE MANUFACTURER SPECIFICALLY EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE PURPOSE FOR WHICH THE GOODS ARE INTENDED, AND EXCLUDES ALL IMPLIED WARRANTIES OF ANY KIND ARISING IN ANY WAY FROM A COURSE OF DEALING OR USAGE OF TRADE, SAID GOODS BEING SOLD "AS IS."

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C. If the goods ordered by the Ultimate Consumer/Owner are sold "as per sample" or manufactured to specifications provided to the Manufacturer by others, Manufacturer warrants only that the goods will meet the sample standard or the specifications provided. IN SUCH EVENT, THE MANUFACTURER UNDERTAKES NO RESPONSIBILITY FOR THE GOODS EXCEPT WITH RESPECT TO DEFECTS WHICH MAY OCCUR AS A DIRECT RESULT OF ITS MANUFACTURING PROCESS. ADDITIONALLY, THE MANUFACTURER ASSUMES NO RESPONSIBILITY THAT THE GOODS WILL BE FIT FOR ANY PARTICULAR PURPOSE INTENDED, OR WILL OTHERWISE BE MERCHANTABLE OR FIT FOR ANY PARTICULAR USE. ULTIMATE CONSUMER/OWNER SHALL LOOK SOLELY TO THAT ENTITY WHICH DESIGNED AND/OR INSTALLED, AND/OR PROVIDED SPECIFICATIONS OR COMPONENT PRODUCTS TO THE MANUFACTURER OUT OF WHICH ANY CLAIM MAY ARISE. MANUFACTURER SHALL BE RESPONSIBLE ONLY FOR COMPLYING WITH SPECIFICATIONS IN ULTIMATE CONSUMER/OWNER'S ORDER.

D. Manufacturer's warranty extends only to the Ultimate Consumer/Owner, and shall not extend to any contractor, retailer or installer. Contractor, retailer or installer shall have no authority to make representations to the Ultimate Consumer/Owner on behalf of the Manufacturer. See also, Georgia law provisions in Section 9 hereof.

E. The contractor, and/or installer who sells or installs the Manufacturer's product shall be required to deliver this warranty to the Ultimate Consumer/Owner. The Ultimate Consumer/Owner may obtain a copy of this warranty from the Manufacturer upon request. The contractor, and installer assume all responsibility to the Ultimate Consumer/Owner in the event of failure of delivery of this warranty to the Ultimate Consumer/Owner or for any loss to Ultimate Consumer/Owner caused by their acts, omissions or representations. If the name and address of the Ultimate Consumer/Owner are made known to the Manufacturer by the retailer, contractor and installer, the Manufacturer will provide a copy of this warranty to the Ultimate Consumer/Owner at the address provided.

F. In no event will Manufacturer be liable for any consequential damages, lost profits, lost revenue, loss of use, the labor cost of removal, the labor cost of replacement of its product, or freight. In no event shall the maximum of Manufacturer's liability exceed the wholesale purchase price of its product, less time use adjustments described herein.

G. Manufacturer is not liable for ANY OTHER WARRANTIES. The warranty provided herein is the sole and exclusive manufacturer's warranty.

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3. Additional Warranties.

- A. To the maximum extent permitted by law, Manufacturer assigns to the Ultimate Consumer/Owner, without recourse, any and all warranties provided to it by component manufacturers, including but not limited to, fibers, primary backing, secondary backing, and adhesives received from the manufacturer.
- B. All goods will be produced under terms and conditions which satisfy the requirements of the Fair Labor Standards Act of 1938, as amended.
- C. Seller warrants that all goods supplied hereunder destined for use in the Dominion of Canada conform to the specifications of Section Eight of the Hazardous Products Act.
- D. Buyer and Seller agree that goods are destined for use in any country other than Canada or the United States, that this contract has been made in the United States, and are to be governed by the Uniform Commercial Code and Georgia law.

4. Conditions Which Will Void Manufacturer's Warranty.

- A. Failure to follow notice and claims procedure set forth above, paragraphs 1A and B.
- B. IMPROPER TURF INSTALLATION; Installation is a critical element in providing the Ultimate Consumer/ Owner with a serviceable playing field which will last and perform well. Manufacturer recommends that the Ultimate Consumer/Owner or the contractor/retailer, engage professional assistance to test and examine the base and the fines for suitability of installation, drainage and compaction, and that the Ultimate Consumer/Owner, contractor or retailer select a competent, experienced and responsible installer and carefully inspect the installer's work in terms of seaming, application and quantity of adhesives, application and quantity of in-fill at the time of installation. Do not install in extremes of weather, heat in extreme temperatures, cold below 40 degrees, or in conditions of ice, snow, rain or high wind. Use only approved adhesives which have not been exposed to extremes of temperature in shipment and storage, and which are freshly made and properly blended in original containers. Do not use old, left over or salvaged adhesives. Regardless of the quality of the field, it will not be serviceable if it is improperly installed.
- C. IMPROPER INFILL; as referred to herein, improper installation shall include, but shall not be limited to, failure to distribute and maintain in-fill products at the correct in-fill level per specification and ASTM F 1936.

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D. IMPROPER SUB STRUCTURES: Inadequate design or failure of sub-base which may cause wear and drainage issues, and specific installation defects which are agreed do not constitute manufacturing defects under the control of the Manufacturer, including failure of seams, inlaid lines and other field markings (factory manufactured logos excepted unless altered on job site), failure of adhesion of fabric to subsurface, buckling resulting from installation or thermal expansion and contraction, inadequate in-fill, and slow percolation rates.

5. Limitations on Warranty Repairs

- A. Authorized repairs do not extend or reset the manufacturer's warranty.
- B. Unauthorized repair techniques may cause further damage to product and void warranty.

6. Miscellaneous Limitations and Exclusions.

- A. Use of improper cleaning materials or maintenance methods which will degrade fabric or fabric color.
- B. Use of acid, chemicals, herbicides or pesticides which will degrade fabric or fabric color.
- C. Excessive static or dynamic loads which will crush or compact the fabric and in-fill, specifically including but not limited to such items as operation of vehicles, rollers, wagons, carts, horses and livestock on the surface of the field.
- D. High traffic areas on baseball fields and in batting cages are susceptible to excessive wear if footwear is used that have metal cleats, spikes or similar projections other than conventional rubber-knob cleats designed for football, soccer or baseball which do not exceed ½ inch in length. High Wear includes pitchers' areas, fungo areas, batters' boxes or any section of turf where excessive traffic is in concentrated areas.
- E. Application of excessive heat from various heat sources, field heaters, or other secondary reflective devices.
- F. Transit Damages. Merchandise damages in transit from Manufacturer should not be returned to the point origin. All claims for transit damage should be made against the carrier. Manufacturer is not responsible for damage in transit. This includes, but is not limited to rips, tears and/or any damage that results from jamming of product into freight containers or stacking the product higher than three (3) rolls high, which results in crushing or degradation of seam areas. Likewise, core damage is not the Manufacturer's responsibility. Claims for core damage must be made against the carrier.

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G. Manufacturer and Ultimate Consumer/Owner agree that the following do not constitute manufacturing defects: Soiling, mold, mildew, extrinsic staining, extrinsic water marks, pile crushing, fuzzing, pitting, shedding, damage due to excessive brushing, any form of post-installation abuse not specified herein, and shading which results from different dye lots not called to the Manufacturer's attention prior to installation.

H. Appropriate footwear should be used. This means that the players should wear studded sole shoes or other "turf" appropriate footwear. Using shoes with flat soles or other inappropriate footwear will accelerate the wear of the artificial grass field drastically.

I. Concentrated high wear areas identified as likely candidates for repair excluded from warranty provisions include, but not limited to, goal areas, penalty kicks, batters boxes, drill areas or any areas of concentrated use that could attribute to abnormal wear and tear.

J. Repair, removal or alternation for repair of the field or subsurface without prior written consent of the Manufacturer.

K. We cannot guarantee matching dye lots for repairs done after installation/usage. Matching dye lots may no longer be available after installation/usage. It is recommended that the Ultimate Consumer/Owner purchase additional turf for attic stock to be used for any minor repairs due to normal wear and tear.

7. Arbitration.

In the event of any dispute arising under this contract, the parties agree to binding arbitration by a single, independent, experienced, commercial arbitrator appointed by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), One Atlantic Center, Suite 2650, Atlanta, Georgia 30309, to be held at JAMS' offices in Atlanta, Georgia, or at the JAMS office closest to the site of installation, as agreed upon by the parties in writing. For information, please see www.jamsadr.com for a complete list of locations. Should arbitration occur, the parties will equally share the arbitrator's fees and expenses.

8. Entirety, Modification and Waiver.

A. No terms, prices or conditions other than those stated in this document, and no agreement or understanding in any way modifying the terms and conditions herein stated shall be binding on the Manufacturer, except if such modifications are made in writing on Manufacturer's stationary and signed by an officer of Manufacturer.

B. No modification or waiver of the terms and conditions contained herein shall be deemed affected by the Ultimate Consumer/Owner's documents containing other or different terms. Acceptance by the Manufacturer of any order from the Ultimate Consumer/Owner is expressly limited to the terms and conditions contained herein. In the event Manufacturer shall be deemed to have accepted Ultimate Consumer/Owner's order, then the Ultimate Consumer/Owner's order is expressly conditioned to the Ultimate Consumer/Owner's assent to the terms and conditions hereof. No gratuitous accommodation by Manufacturer shall waive Manufacturer's rights to insist upon the terms hereof.