

# ARTIFICIAL GRASS TUCSON

## Limited 10 Year Warranty

**Limited Warranty.** Subject to the terms, conditions and limitations contained in this warranty, Artificial Grass Tucson (AGT) warrants its UV stability and tensile strength of the original tensile strength of the materials does not decrease by more than fifty percent for a period of eight years. **Purchaser shall inspect all Materials for defects upon delivery and/or before installation.** All materials shall be deemed to be free of defects, shortages and non-conformities, unless Purchaser notifies AGT **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. Fading and defects are warranted for eight years.

**Remedy:** AGT's obligations under this limited warranty are restricted, at their discretion, to replacing all or only the affected part of the impacted materials or to issue a credit equal to the cost of the synthetic grass material. For the purpose of this warranty the product shall be deemed to have failed in ultra-violet stability if the original tensile strength of the product decreases by more than 50 percent. Proration is as follows: Years 1-3 (100%), years 4-8 (50%), years 9-10 (25%). If AGT issues a credit, it will only be for the affected area of the synthetic grass giving rise to the claim. The credit will only be given toward the purchase of AGT products and no cash will be paid. **AGT 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 replacement or credit for affected area of materials 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 and **burns/melted fibers from highly reflective windows that are low E windows or matting;**
- b. Improper design or failure of the sub-base, or use of sub-base not approved;
- c. Use of inappropriate footwear or sports equipment;
- d. Use of cleaning chemicals, herbicides, or pesticides; or any products with petroleum included in its composition
- e. Use of improper cleaning methods;
- f. Failure to properly maintain, protect or repair the product; or
- g. The surface being used for a purpose other than it was designed and installed.
- h. Drainage or run-off from surrounding areas on to turf
- i. Matting on products, no matter what the cause.
- j. Hard water damage
- k. Improper installation
- l. Normal wear and tear

Due to High Heat in Arizona, any chemical that has any petroleum included in its composition can harm artificial grass. If in doubt please contact us.

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 AGT 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 EC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR CHARGES FOR REMOVAL OR RE-INSTALLATION.

**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 AGT products. Except as provided herein, AGT 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 AGT hereby disclaims the same.