

ARTIFICIAL GRASS TUCSON

Limited 15 Year Warranty

Subject to the terms, conditions, exclusions, and limitations contained in this warranty, **Artificial Grass Tucson ("AGT") warrants the artificial grass materials sold by AGT against manufacturing defects, excessive fading, and loss of UV stability for a period of fifteen (15) years from the original date of purchase**

For purposes of this warranty, the product will be considered to have experienced a failure in UV stability if its original tensile strength decreases by more than fifty percent (50%), subject to the prorated coverage described below.

The purchaser is responsible for inspecting all materials for visible defects, shortages, or non-conformities upon delivery and before installation. Any visible defect, shortage, or non-conformity must be reported to AGT before the material is installed and within thirty (30) days of delivery. Installation of the material constitutes acceptance of the material with respect to defects or conditions that were reasonably visible before installation. Warranty claims may be made only by the original purchaser named on the AGT sales invoice and are not transferable to subsequent owners, customers, or other third parties.

Remedy and Prorated Coverage

If a product covered by this warranty is determined by Artificial Grass Tucson ("AGT") to have a covered defect, AGT's obligation under this limited warranty, at AGT's discretion, shall be limited to either **replacement of all or the affected portion of the defective artificial grass material, or issuance of a credit based on the original purchase price of the affected material**, subject to the following prorated coverage:

Years 1–3: 100% of the original purchase price of the affected material

Years 4–8: 50% of the original purchase price of the affected material

Years 9–15: 25% of the original purchase price of the affected material

Any replacement or credit shall apply only to the portion of artificial grass determined to be defective and covered by this warranty. Any credit issued under this warranty may be used only toward the purchase of replacement products from AGT and has no cash value.

This warranty covers artificial grass material only. AGT is not responsible for labor or other costs associated with the removal, disposal, preparation, delivery, or installation of replacement turf.

Because artificial grass colors, fibers, manufacturing processes, and dye lots may change over time, **AGT does not guarantee that replacement turf will be an exact color, texture, or appearance match to the original material.**

Limitations and Exclusions from Coverage

The replacement or credit remedy described in this warranty is the purchaser's sole remedy for a covered product defect. This limited warranty applies to the artificial grass material only and does not cover damage, deterioration, or failure resulting from improper installation, improper repairs, misuse, environmental conditions, or other causes unrelated to a manufacturing defect.

This warranty does not cover damage or deterioration resulting from:

- a. Physical Damage or Abuse:** Burns, cuts, accidents, vandalism, abuse, negligence, neglect, or other physical damage to the turf.
- b. Reflective Heat:** Burns, melting, distortion, or other damage caused by concentrated or reflected sunlight or heat, including heat reflected from Low-E or other highly reflective windows, glass, metal, mirrors, or similar surfaces.
- c. Sub-Base or Site Conditions:** Improper design, preparation, construction, compaction, drainage, or failure of the sub-base or underlying surface.
- d. Improper Installation or Repairs:** Damage resulting from improper installation, alterations, repairs, seam work, fastening, or other workmanship. AGT does not warrant installation or workmanship performed by the purchaser or any third party.
- e. Improper Use:** Use of inappropriate footwear, sports equipment, vehicles, equipment, furniture, or use of the turf for a purpose for which the particular product was not designed.
- f. Chemicals and Petroleum Products:** Damage caused by cleaning chemicals, herbicides, pesticides, solvents, fuels, oils, petroleum-based products, or other chemicals that may damage synthetic turf.
- g. Improper Cleaning or Maintenance:** Damage caused by improper cleaning methods or failure to properly maintain, protect, or care for the turf.
- h. Drainage and Runoff:** Damage caused by improper drainage, flooding, standing water, erosion, or water and runoff entering the turf area from surrounding property or surfaces.
- i. Matting and Fiber Wear:** Matting, crushing, flattening, or changes in fiber appearance resulting from traffic, use, furniture, equipment, inadequate maintenance, or normal wear and tear.
- j. Hard Water and Mineral Deposits:** Damage, discoloration, residue, or deterioration caused by hard water, mineral deposits, irrigation water, or similar conditions.
- k. Normal Wear and Tear:** Normal wear, aging, changes in appearance, and gradual deterioration resulting from ordinary use are not manufacturing defects and are not covered by this warranty.

!Any transportation, freight, or delivery associated with replacement material will be determined by AGT on a case-by-case basis and is not automatically included as part of this limited warranty.

m: Pet-Related Damage and Odors: This warranty does not cover staining, discoloration, odors, fiber damage, backing damage, or other deterioration caused by pet or animal urine, waste, digging, chewing, scratching, or other animal activity. Pet-friendly turf is designed for use in areas occupied by pets, but such designation does not constitute a warranty against pet-related damage, staining, or odors.

Limitation of Liability

To the fullest extent permitted by applicable law, AGT shall not be liable for lost profits or revenues, loss of use, or any indirect, incidental, special, consequential, punitive, or similar damages arising out of or related to the purchase, use, condition, possession, performance, maintenance, delivery, or installation of the artificial grass products.

Except for the specific replacement or credit remedy provided under this limited warranty, AGT shall not be responsible for costs associated with removal, disposal, site preparation, labor, reinstallation, or other expenses associated with replacing the affected turf.

The remedies expressly provided in this limited warranty are limited to the extent permitted by applicable law.

No Other Warranties

This written limited warranty constitutes AGT's product warranty for the artificial grass materials covered by it and supersedes any prior oral or written warranty concerning those materials.

Except for the express warranty stated in this document, and to the extent permitted by applicable law, AGT disclaims all other express or implied warranties, including any implied warranties of merchantability or fitness for a particular purpose.

No employee, salesperson, installer, contractor, representative, or other person is authorized to modify, extend, or create additional warranty obligations on behalf of AGT unless the modification is made **in writing and authorized by AGT**.

Nothing in this limited warranty is intended to exclude or limit any rights or remedies that cannot legally be excluded or limited under applicable law.

Warranty Claim Procedure

To submit a claim under this limited warranty, the purchaser must provide AGT with the **original AGT invoice or other acceptable proof of purchase**, the installation date if known, photographs showing the claimed problem, a description of the problem, and product information if available.

AGT must be given a reasonable opportunity to inspect the artificial grass and the installation site, when necessary, before determining whether the claim is covered under this warranty.

The purchaser should not remove, dispose of, repair, or replace the affected turf before AGT has had a reasonable opportunity to inspect it, unless AGT provides prior authorization.

After reviewing the information provided and conducting an inspection when necessary, AGT will determine whether the claim qualifies for coverage under this limited warranty and, if covered, the applicable remedy and prorated amount.

Artificial Grass Tucson Warranty Claims to:

Address: 51 W Glenn, Tucson AZ 85737

Phone: 520-404-2042

Email: info@artificialgrasstucson.com

Website: www.artificialgrasstucson.com