

Synthetic Grass Surfacing Systems



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8 Year Warranty

WARRANTORS:

A-Turf, Inc.
505 Aero Drive
Cheektowaga, NY
14225

WARRANTY: A-Turf, Inc. warrants to the Owner, subject to the limitations and conditions set forth below, that the Surface and the adhesives used in the installation, is and will be free from defects in material and workmanship and shall, for a period of eight (8) years from the date of acceptance by Owner, remain serviceable for multiple sports activities. This Warranty shall cover any and all defects for failures relating to field construction, drainage, synthetic grass seam rupture, and synthetic yarn UV stability, excessive wear and tensile strength. A-Turf, Inc. further warrants that the Surface was installed in accordance with the description of the work as set forth in the Agreement.

A-Turf, Inc. also warrants to Owner that the Surface shall drain vertically a minimum of 15 inches per hour without visible surface ponding.

WARRANTY PERIOD: This Warranty shall be in force and effect for a period of ninety six (96) months from the Effective Date as defined below.

RESPONSE FOR WARRANTY REPAIRS: A-Turf, Inc. agrees to perform all repairs required by this Warranty within a reasonable time after receiving prompt written notice from the Owner as provided below after A-Turf, Inc. carries out all inspections and tests which it may deem necessary or advisable. Any required repair shall be initiated by A-Turf, Inc. within seven (7) calendar days of A-Turf Inc.'s receipt of the Owner's written notice requesting such repairs or within such other time-frame as the Owner and A-Turf Inc. mutually agree in writing. If A-Turf Inc. makes a repair at the Owner's request and said response is not covered by the Warranty, A-Turf, Inc. may charge the Owner standard repair charges.

LIMITATIONS AND EXCLUSIONS: Prior to the delivery of the Warranty, A-Turf, Inc. delivered to the Owner literature concerning the maintenance procedures (the "Owner's Manual"). This Warranty does not apply to any defect, failure, damage, or excessive wear caused by: (a) abuse or deliberate acts of vandalism; (b) accidents or acts of God; (c) static or dynamic loads exceeding A-Turf, Inc.'s recommendations; (d) use of improper cleaning or maintenance methods; (e) footwear having metal cleats, spikes, or similar projections other than conventional football, soccer or baseball shoes having cleats of not more than ½" in length, and other conventional running track shoes having spikes of not more than ¼"

in length, or (e) owner negligence in failing to maintain the Surface in accordance with all appropriate documentation. Further, this Warranty is void and of no effect if the Owner has repaired or altered the surface without A-Turf, Inc.'s prior written consent. In no event will A-Turf, Inc. be liable to the Owner for any alleged repair or alteration to the Surface made by the Owner.

A-TURF, INC. SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES EXCEPT AS STATED UNDER THIS WARRANTY. A-TURF INC.'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE ANY PORTION OR ALL OF THE SURFACE DETERMINED BY A-TURF, INC., IN ITS DISCRETION, TO BE DEFECTIVE. THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE SPECIFICALLY EXCLUDED HERE AS ARE ANY OTHER WARRANTIES RECOGNIZED BY LAW.

MAINTENANCE INSTRUCTIONS: Owner acknowledges receipt of the Owner's Manual and agrees to comply with and carry out the instructions contained in the Owner's Manual as a condition of the Warranty, which terms and conditions are incorporated by reference here. To the extent the Owner fails to comply with and carry out said instructions, A-Turf, Inc. may declare the Warranty to be void.

CLAIMS: All claims by the Owner under this Warranty must be made in writing to the following address, as set forth below within thirty (30) days of the Owner receiving notice of any defect. In the event the Owner fails to do the same, A-Turf, Inc. may declare the Warranty void.

INSPECTIONS AND TESTS: A-Turf, Inc. shall be allowed to inspect the Surface during reasonable business hours regarding any claim which Owner makes under this Warranty, and to conduct such tests as A-Turf, Inc. in its discretion may deem advisable. The Owner shall promptly furnish A-Turf, Inc. with a copy of all written reports of any tests performed by the Owner or on the Owner's behalf and shall identify to A-Turf, Inc. the name and address of any entity or individual that performs any tests, whether a report is received or not. A-Turf, Inc. shall not be responsible for any costs or expenses incurred by the Owner with respect to such tests. A-Turf, Inc. shall promptly furnish the Owner a copy of any reports that are generated as a result of any tests it performs.

GOVERNING LAW: The governing law of this Warranty shall be governed by and interpreted in accordance with the laws of the State of New York.

EFFECTIVE DATE: The Effective Date shall be the date of _____.

A-TURF, INC.
P. O. Box 157, Williamsville, NY 14231

By: _____

Title: _____

Date: _____

HOME OFFICE:
505 Aero Drive • Cheektowaga, NY 14225 • Phone: **TOLL FREE: 888-777-6910** • Fax: 716-204-0189

SATELLITE OFFICE:

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