



200 Howell Drive
Dalton, Georgia 30722-2008

LIMITED LIFETIME MANUFACTURER’S WARRANTY

GrassTex, LLC, an American company doing business since 1976, stands by its synthetic grass landscape products with this LIMITED LIFETIME MANUFACTURER’S WARRANTY.

Warranty: GrassTex warrants that its synthetic grass landscape products will be free from defects in materials and workmanship resulting in significant fiber fading or degradation for the natural and useful life of the products. For the purpose of this warranty, “significant fiber fading or degradation” means a reduction in the original tensile strength of the product by more than fifty percent or a loss of more than fifty percent of the product’s original weight. This warranty is provided only to the retail dealer or installer who purchases the products directly from GrassTex, and to no other party.

Remedies: For any warranty claim not excluded by the exclusions below, the remedy for such claim is for GrassTex, in its sole discretion, to either: (a) provide replacement product of equal or similar construction, style, and value, at a discount corresponding to the prorated value of the warranted product, in a volume sufficient to replace the affected product; or (b) to issue a credit, equal to the prorated value of the affected product, for the purchase of product of equal or similar construction, style, and value. The prorated value of the product is expressed in Exhibit A, which is attached to this warranty and made a part hereof.

Warranty Effectiveness: For this warranty to be effective, the retailer dealer or installer purchasing the products directly from GrassTex must sign and date this warranty below, and return the original or a copy thereof to GrassTex at the address indicated above. Any claim under this warranty must be made to Controll Products in writing within one (1) year after the date the party provided this warranty knows or has reason to know of the claim.

Other Exclusions: Any coverage under this warranty shall be excluded when the affected products are damaged by:

- Improper installation, improper maintenance (e.g., aeration or heavy raking), or lack of basic maintenance and reasonable upkeep.
- Matting, modest fading, occasional turf shedding, and other normal results of product aging.
- Application of chemicals such as insecticides, herbicides, or fertilizers.
- Excessive or unusual wear and tear from humans, pets, tools, vehicles, or regular sports play.
- Fiber shrinkage or melting due to exposure to reflect light from low-e glass or any other reflective object.
- Accidents, misuse, abuse, neglect, fire, floods, water submersion, vandalism, animal or pest damage, or acts of God.

This warranty is non-transferrable. GrassTex **hereby disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.** GrassTex hereby also disclaims liability for incidental, consequential, or punitive damages. This document contains the entire warranty for this product. The exclusive venue for any dispute arising out of this warranty shall be the state and federal courts encompassing Dalton, Georgia.

Retail Dealer/Installer (Signature)

Retail Dealer/Installer (Printed name, date, address,
and telephone number)

EXHIBIT A

<u>Warranty Period</u>	<u>Prorated Value</u>
Years 1 through 4	100%
Years 5 through 6	50%
Years 7 through 10	25%
Years 11 through 12	15%
Years 13 and beyond	5%

