COMMERCIAL STATEMENT OF WARRANTY TERMS AND CONDITIONS

This Statement of Warranty Terms and conditions ("Warranty") sets forth the warranties provided by Manufacturer to the Purchaser ("Purchaser") of SYNLawn® synthetic grass products as defined below ("Products"). By accepting delivery of the Product, Purchaser agrees to be bound by and accept the terms and conditions of this Warranty. Manufacturer will honor and is bound by only those warranties set forth in this Warranty. Receipt of full payment for the Product and timely registration of the Product are condition precedents to the operation and effect of this Warranty. Specifically covered within the scope of this warranty: UV degradation, backing integrity, yarns and tuftbind. Workmanship warranties remain the sole discretion between enduser and installer; we recommend three years as this will ensure optimal project success. It will be the sole discretion of the SYNLawn to determine whether projects greater than 12 years will receive credit or repair.
SYNLawn recommends annual maintenance as this will prolong the life of your investment and address any defects proactively.

SYNLawn recommends you keep the following documents on hand to make any unforeseen defects easier to process: Certificate of Completion, SYNLawn Synthetic Turf Care Manual, Warranty and copy of your invoice. All documentation should be completed within 90 days of purchase including copy of paid invoice to installer.

Section 1. Products
As used in this Warranty, the term "Product" or "Products" shall mean SYNLawn® synthetic grass products. Products include retail products sold direct to the enduser.

Section 2. Limited LIFETIME Warranty
Manufacturer warrants its Products against ultra-violet degradation for the duration of the warranty period as set forth in Exhibits A through F. For purpose of this Warranty, a product shall be deemed to have failed and will be covered under this Warranty if there is a weight loss in excess of fifty percent (50%) of face yarn or a reduction of fifty percent (50%) of yarn tensile strength due to ultra-violet degradation.

Section 3. Limitations on Coverage

3.1 This Warranty applies only to the original Purchaser and cannot be transferred, unless authorized property changes hand and submits notification to SYNLawn.
3.2 Product must be installed by a SYNLawn® certified installer or in accordance with SYNLawn® Installation Guidelines. SIG.v140324
3.3 Product must be maintained in accordance with the SYNLawn® Care and Maintenance Manual. SCM.v140324. A maintenance program is required annually to maintain the integrity of the project and will be provided by monthly installer.
3.4 Product must be the recommended product for the installation as set forth in the SYNLawn® product guidelines and by certified SYNLawn installers; properties opting to install product themselves will nullify this warranty.

Additionally, this Warranty specifically excludes:

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3.5 Fiber shrinkage and melting due to exposure to reflective light from Low E Rated windows and other reflective objects (See SYNLawn® Product Advisory, SPA 2014-1, Synthetic Grass and Reflective Surfaces)
3.6 Damages caused by vehicular traffic, vandalism, abuse, negligence or neglect, normal wear and tear and acts of God
3.7 Damages caused by improper cleaning agents, exposure to chemicals containing elements from the halogen group (such as chlorine, fluorine, bromine, iodine), herbicides, pesticides, chemical run-off from neighboring properties, and topical applications with a PH greater than five (5)

3.8 Normal wear and matting of face fibers, especially in heavy foot traffic areas, is normal and is not covered by this Warranty. Please refer to SYNLawn® Care and Maintenance Manual for information on how to optimize appearance and performance of Product.
3.9 Failure as a result of improper subsurface preparation or drainage.
3.10 Warranty applies to turf only and retail/reseller turf sales. It does not apply to other landscape performance products nor does it provide coverage if installed by other than a certified SYNLawn installer.
3.11 Warranties over 10 years old would be subject to receiving credits rather than direct repair for the project. Credit would go toward purchase of new project only and based on value of turf from date warranty is submitted.

Section 4. Manufacturer's Obligations Under Warranty

4.1 Manufacturer will perform all repairs or provide any replacement of Product covered under this Warranty within a reasonable time period from date of complaint.
4.2 Manufacturer shall provide Product and labor for repair or replacement to Purchaser at a prorated cost based upon the usable period of the Product as set forth in Exhibits A through F.
4.3 Manufacturer's sole liability under this Warranty shall be limited either to repair or replacement of the affected area of the Product.
4.4 Products which have been repaired or replaced by Manufacturer shall have a remaining Warranty of the balance of the original warranty period.

Section 5. Limitations of Remedies

Purchaser's exclusive remedy and Manufacturer's sole liability for any and all damages resulting from any cause whatsoever, whether such case is based on contrast, negligence, strict liability, other tort or otherwise, shall not exceed in any one case or in total the original price of the Product and installation. In no event should Manufacturer be liable or held accountable for any incidental, consequential, or punitive damages resulting from any such cause.

Manufacturer is responsible for product only, not the installation labor required in conjuction with turf to remedy defect.

Section 6. Notification of Claim

Claims under this Warranty should be submitted to the SYNLawn® dealer that the Product was purchased from. Claim must be submitted within thirty (30) days of discovery of the defect and within the warranty period.

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Section 7. No Other Warranties

Manufacturer makes no representation or warranties of any kind, nature, or description with respect to any of the Product expressed or implied, including without limitation, any warranty of ability and fitness of any of its Products for any particular purpose or application other than those stated in its installation, product, and/or marketing literature.

Section 8. Modification

This Warranty can only be modified in writing by an authorized officer of the Manufacturer. No other modification, oral or written, may be made. This Warranty and

the invoice with terms and conditions constitutes the complete, final, and exclusive terms of the sale of SYNLawn® synthetic grass products by Manufacturer.

Section 9. Governing Laws and Jurisdiction

Interpretation and enforcement of these terms and conditions should be governed by the laws of the State of Georgia. Purchaser agrees that exclusive venue and jurisdiction of all actions and proceedings arising out of or relating to this Warranty shall be in the state or federal courts located in the State of Georgia and the parties hereby consent to the jurisdiction and venue in the state and federal courts of Georgia.

Section 10. Severability

If any portion or provision of this Warranty shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions or portions thereof shall constitute the parties' agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Section 10. Proration

Commercial projects: Year 1-8: 100% Year 9-15: 25%
Golf (Shotstopper ™): Year 1-2: 100% Year 3-5 25%
Golf Teelines and Trample Zones: Year 1-2 100%, Year 3-4 15%
Agility Tracks: Year 1-5 100%, 6-7 25%