



matting / athletics / flooring

## EVERHUE GRASS / PET / PUTT / LIGHT WARRANTY

### WARRANTY PERIOD

This Warranty shall be in force and remain in effect for a period of ten (10) years beginning on the date of invoice ("Effective Date") and, except as otherwise provided, covers North America including the United States and Canada.

### WARRANTY

#### LIMITED 10 YEAR LANDSCAPE WARRANTY

1. All synthetic turf is subject to normal wear and tear. Normal wear and tear are not a manufacturing defect and is not covered by this warranty.
2. Pile Retention Limited Warranty: Edgewood warrants that the Product will retain at least 50% of its pile fiber when: a. when properly installed by an installer who originally purchased the material from Edgewood; and
3. Proration of Warranty. Years 1-8 (100% product replacement), Years 9-10 (10%)

### WARRANTY EXCLUSIONS AND LIMITATIONS

1. Purchaser may make a one-time transfer of this warranty to the owner of the project in the product(s) were installed. No further transfer, conveyance, or assignment of all or any rights under this warranty are permitted without prior written consent from Edgewood. Any such transfer or assignment without prior written consent shall void this warranty.
2. This Warranty covers first quality Products only, and is not applicable to Products sold as seconds, closeouts or irregulars.
3. This Warranty does not apply to product installed with known visual defects. Installer must notify manufacturer prior to installation of known problem else warranty will be void.

4. This Warranty specifically excludes defects or damages caused by: a. improper installation, joining of seams or repairs; b. Burns, cuts, accidents, vandalism, abuse, negligence, or neglect; c. Improper design or failure of the sub-base of the sports field, golf green, court, or lawn; d. Wear or abrasion caused by inadequate sub-base; e. Wear or abrasion under swing sets, slides, and other high friction play equipment; f. Wear or abrasion on high friction areas of field; g. Wear due to lack of infill/no infill; h. Shrinking or melting of fibers due to reflection or other sources of extreme heat; i. Texture variation of fibers (sub-pile/thatch products); j. Expansion / Contraction of product due to lack of infill, improper securing of edges; k. Use of infill products of an incorrect grade resulting in seam ruptures; l. Failure to maintain infill products at the correct level of 50% of pile height or otherwise noted on product specification sheets; m. Use of inappropriate footwear or sports equipment (or lack of footwear); n. Use of chemicals, herbicides, pesticides (unless approved by yarn manufacturer in writing) o. Use of improper cleaning methods p. Loss of tuft bind / fiber loss due to chemical and/or gas spills and leaks (includes leaks from equipment driven or used on turf surfaces); q. Wear / Fiber loss due to animals / animal traffic; r. Any harmful chemical reaction to the product caused by infill materials s. Acts of God or other conditions beyond the reasonable control of Purchaser or Edgewood; t. Post fibrillation after or during installation for purposes other than to get infill materials in place; u. Failure to install seams, lines, logos properly; v. Failure to properly maintain / repair seams, lines, logos; w. Packing, matting, or roll crush marks of Products as these are inherent characteristics of Products manufactured using polypropylene/olefin and nylon fibers; x. Product damage occurring during the shipping/transportation process. All shipping claims must be filed against the truck line in question, a signed BOL must be noted with any shipping defects at time of delivery / pickup; aa. Heat / temperatures of turf surface due to sources of natural environment, including sunshine, high air temperatures, and underlayment pad products.

### NO EXPRESS OR IMPLIED WARRANTIES

## LIMITATIONS ON LIABILITY

Edgewood' sole liability for any and all damages resulting from any cause whatsoever, whether based in contract, negligence, strict liability, other torts, or otherwise shall be limited to the original price of the Product. IN NO EVENT SHALL EDGEWOOD BE LIABLE 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 SUCH CAUSE.

## PURCHASER'S OBLIGATION TO INSPECT UPON DELIVERY

Purchaser must promptly inspect all Products upon delivery and notify Edgewood in writing of any defects, shortages or non-conformities within 30 days of the date of delivery ("Delivery Date"). Notwithstanding anything herein to the contrary, if Purchaser fails to promptly inspect and identify any Product defects, shortages, or non-conformities which are discoverable by inspection within 30 days of the Delivery Date, Purchaser shall be deemed to have accepted the Products as is and Edgewood shall have no obligations and/or liability with respect to such defects, shortages.

## MODIFICATION

THIS WARRANTY CONSTITUTES THE FINAL AND EXCLUSIVE WARRANTY TERMS FOR THE PRODUCTS AND MAY NOT BE MODIFIED EXCEPT BY AN OFFICER OF Edgewood.

## NEGOTIATION

Purchaser acknowledges that all terms and conditions herein, including but not limited to the Disclaimer and Release and Exclusion of Consequential and Other Damages, were freely negotiated and bargained for with Edgewood or its distributor and that Purchaser has agreed to purchase the Limited Warranty subject to these terms and conditions.

## ADDITIONAL TERMS

Any terms or conditions which may appear in any communication from Purchaser, including but not limited to any separate document submitted by Purchaser in connection with the purchase of the Limited Warranty, are hereby objected to and shall not be effective or binding unless specifically accepted in writing by Edgewood's General Manager.

## DISCLAIMER AND RELEASE

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF EDGEWOOD AND THE REMEDIES OF PURCHASER SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND PURCHASER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE PRODUCT, INCLUDING BUT NOT LIMITED TO:

- A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;
- B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE COURSE OF DEALING, USAGE OR TRADE;
- C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF EDGEWOOD (WHETHER ACTIVE, PASSIVE OR IMPUTED);
- D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PRODUCT.

## EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES

EDGEWOOD SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY PURCHASER AT HIS PLANT OR IN THE FIELD (WHETHER BY WAY OF CORRECTION OR OTHERWISE), CLAIMS BY

PURCHASER, PURCHASER'S CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE PRODUCT.

## **APPLICABLE LAW**

This Warranty, including the Disclaimer and Release and Exclusion of Consequential and Other Damages, shall be governed by the laws of the Province of Alberta, Canada.