

Eight Year Standard Warranty

Project Name

Project Address

LIMITED WARRANTY: Your synthetic turf surface is designed, engineered and manufactured to the strict standards and specifications stipulated by ACT GLOBAL AMERICAS INC. ("AGA"). **Subject to the terms and conditions set out herein, AGA (the "Warrantor") warrants your synthetic turf surface will be serviceable as a sports field for the particular sports activity specified at the time of purchase, under normal conditions [including use of metal cleats], for a period of EIGHT (8) years from the date of substantial completion of the installation contract (the "Warranty Period").**

Further, the Warrantor warrants the self-manufactured and procured materials used in your synthetic turf surface shall be free of manufacturing and workmanship defects resulting in material UV degradation, decrease in infill height, decrease in pile height or weight [being measured as greater than 10% reduction during the Warranty Period], splitting of monofilament fiber, fading, seam rupture, dislodgement, inadequate drainage, inadequate air transmission, a lack of tensile strength or delamination of the backing layer during the Warranty Period and the installation of your synthetic turf surface shall comply in all material respects with the AGA Standards for Installation. Your synthetic turf surface, as installed by AGA or its Certified Installer, will meet or exceed the published specifications including, but not limited to, drainage performance, resistance to rot, insect infestation, climate exposure and Gmax safety limits, as applicable.

GENERAL TERMS, CONDITIONS AND EXCLUSIONS IN RESPECT TO YOUR WARRANTY: The liability of the Warrantor under this Warranty shall be limited to the cost of repair or replacement of the affected area of the synthetic turf surface, or policy limits, whichever is the lesser. The Warrantor reserves the right to correct any defect prior to the synthetic turf being removed, replaced, or otherwise remedied. If replacement is necessary, in Warrantor's sole discretion, the Warrantor shall provide a synthetic turf of at least equal value/performance should the identical surface not be available. The remedy of repair or replacement of the synthetic turf surface will be inclusive of labor costs, infill and other materials required by Warrantor to reasonably affect the remedy. There will be no cash payment. This limited Warranty gives you specific legal rights and you may also have other rights which may vary from jurisdiction to jurisdiction. All synthetic turf surfaces manufactured by AGA are intended and designed solely for use as a multi-sport surface, and thus, are not recommended for any other purpose.

Payment in Full

The warranties herein are entirely conditional on Warrantor having received payment in full for all products and services agreed to be supplied and to which this Warranty applies.

Non-Transferability

The warranties herein are extended only to the original Warranty Holder and are not transferable to successors not listed in the enclosed Certificate of Warranty.

First Quality Products

The warranties herein are not applicable to synthetic turf sold as second quality, irregular, used or mill end materials.

Improper Maintenance or Inadequate Care

Your synthetic turf surface requires routine maintenance. You are required to follow the recommendations described in the AGA Care and Maintenance Manual. The Warrantor is not responsible for damage to your synthetic turf surface caused by, or attributable to, improper maintenance or inadequate care, which could void all or part of your Warranty coverage granted herein.

Accidents, Abuse, or Abnormal Wear

The warranties herein do not cover claims related to your synthetic turf surface resulting from accidents or abuse such as staining, soiling, tearing, burning, vandalism, flooding, cutting, damage caused by animals, acts of God or by improper cleaning methods and application of harmful chemicals.

Synthetic Turf on Steep Inclines and Other Areas

The warranties herein do not cover damage or appearance changes in synthetic turf surfaces installed on steep inclines where adequate infill levels cannot be maintained or in areas subject to activity or use other than ordinary foot traffic.

Subsurface Failure

The use of proper materials and compaction of the subsurface below your synthetic turf surface is critical to maintaining a level, flat and safe playing surface. Your warranties herein do not cover claims caused by, or attributable to, the failure of the base or subsurface. Please see the base contractor's warranty statement for further information.

Pad Failure (if applicable)

Some synthetic turf surfaces are installed with a shock absorption pad beneath the turf surface. Deterioration of the pad can cause problems with your synthetic turf surface. The Warrantor is not responsible for any defects caused by failure of such pad. Please see the pad manufacturer's warranty statement for further information.

Changes in Synthetic Turf Color

The warranties herein do not cover changes in turf color resulting from non-natural causes such as spills or the application of chemicals, liquids, garbage, residue from objects placed on the turf surface or other deleterious substances.

Differences in Samples

The warranties herein do not cover minor and normal differences in the color, texture or mottling between the turf sample, illustrations or other photographic marketing material and the actual installed synthetic turf surface.

Temporary and/or Permanent Markings

You may wish to add temporary and/or permanent painted markings to your synthetic turf surface for various sports activities. You must only use paint that is specifically formulated for use on synthetic turf from an approved AGA paint vendor. Failure to do so may result in permanent damage to the synthetic turf surface. Please review the AGA Care and Maintenance Manual for suggested line paint products and consult the paint supplier in regard to proper application and maintenance of painted markings. Failure to specifically follow the approved paint supplier's proper application and maintenance procedures for the paint could void your warranty. Applying paint to the surface even when applied properly, will change the texture of the surface and could negatively impact the surface's performance and safety. The Warrantor is not responsible for the performance of the marking paint product or the resulting consequences of its use or application.

Geographic Locale

The warranties herein apply only in the United States and Canada.

Consequential or Incidental Damages

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, THE WARRANTOR IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, NEGLIGENCE OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OF USE, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS