

TURFSCAPE™

10 Year Limited Warranty

Turfscape is a leading brand of synthetic turf supplied by Act Global Americas Inc. ("Act Global"). Act Global issues this 10 Year Limited Warranty for its synthetic turf supplied under the "Spring" product name ("Products"). Our Products are manufactured within our product specifications and tolerances.

Products as defined herein and supplied by Act Global are guaranteed for the following for a period of ten years from the date of manufacturing subject to the terms of this Limited Warranty:

- ✓ **Resistance under normal use and weather exposure to:**
 - **UV degradation (annual prorated tensile strength retention per ASTM testing methods)**
 - **Water, heat and frost damage**
- ✓ **Product workmanship shall require:**
 - **Grab-tear strength exceeds 200lbs per ASTM D-5034-5 MD**
 - **Water permeability drainage rate exceeds 40 inches per hour (without infill/base)**
 - **Grass fiber melting point exceeds 220 degrees Fahrenheit**
- ✓ **Products shall comply with the following consumer safety requirements:**
 - **Chemical safety guidelines of EN71-3 (European Toy Standard)**
 - **All EPA and RCRA regulations for toxic waste and heavy-metal content**

This guarantee shall not cover any defects, failure or damage in or to the Products, which is:

- a) subject to abuse, misuse, negligence or improper maintenance
- b) installed, repaired, altered or replaced by any person other than a pre-approved installer using pre-approved infill and installation materials and quantities
- c) damaged, directly or indirectly, including but not limited to, on account of: accident, vandalism, machinery, spiked shoes, animals, misuse, fire, flood, reflections, chemical reactions, acts of God, static or dynamic loads, improper or faulty subsurface, installation or infill related, surface settling or matting, and the use of dry cleaning fluids or improper cleaning methods
- d) exposed to light other than natural light, approved artificial light or sun magnification and melting from low-e windows or other reflections
- e) related to normal wear and tear as a consumable product

This guarantee is expressly in lieu of all conditions and warranties expressed or implied in fact or by law or otherwise, including without limitation, any implied conditions or warranties as to merchantability or fitness for a particular purpose. No person or party is authorized to create any obligation or liability for Act Global and only the guarantee expressed herein shall apply. Act Global's obligations under this guarantee are solely restricted to the repair or, at its sole option, replacement of all, or the affected Products covered herein. Act Global liability under this warranty is limited to the prorated remaining material value of the item to be repaired or replaced and only if maintenance has been performed and documented in accordance to Act Global's maintenance program. Act Global shall have no other obligations or liability in connection with any matter or thing, including without limitation, damages for personal injury or damages related to lost revenue, increased costs, downtime costs and all other indirect or consequential damages.

All warranty claims are conditional upon customer's account being in good standing at time of claim. It is agreed that all claims by purchaser made under the foregoing guarantee shall be invalid and null and void unless made in writing to Act Global within ten years from date of manufacture and within thirty days of learning of the cause giving rise to its claim. This Warranty is issued to the direct buyer of Act Global and is not transferable.