

This Statement of Warranty Terms and conditions (“Warranty”) sets forth the warranties provided by Manufacturer to the Purchaser (“Purchaser”) of **AstroLawn®** synthetic turf 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 the Warranty. Receipt of full payment for the Product and timely registration of the Product as set forth in this Warranty are condition precedents to the operation and effect of this Warranty.

1. Products:

As used in this Warranty, the terms “Product” or “Products” shall mean the **AstroLawn®** Product(s) named above.

2. Limited Warranty

Manufacturer warrants its Products against ultra-violet degradation for the duration of the warranty period as set forth in Exhibit A. 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 forty percent (40%) of face yarn or a reduction of forty percent (40%) of yarn tensile strength due to ultra-violet degradation.

2.1 Manufacturer warrants its Products against fiber loss only if loss is greater than twenty percent (20%) of overall face weight, per square yard. Some fiber loss may occur within the first year as a result of general maintenance and upkeep, especially when alternating A/B stitch rolls are present.

2.2 This Warranty does not cover slight variations or gradations of color within the Products due to face fiber distortion.

3. Manufacturer’s Obligations Under Warranty

3.1 Manufacturer will provide any replacement of Product covered under this Warranty within a reasonable time period from date of complaint.

3.2 Manufacturer shall provide Product for replacement to Purchaser at a prorated cost based upon the usable period of the Product as set forth in Exhibit A.

3.3 Manufacturer’s sole liability under this Warranty shall be limited to replacement of the affected area of the Product.

3.4 Products which have been replaced by Manufacturer shall have a remaining Warranty of the balance of the original warranty period.

3.5 **THERE ARE NO OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.6 Manufacturer’s sole liability under this Warranty shall be limited to replacement of the Affected Area of the Product and Manufacturer shall have no other obligations or liabilities with respect to Defects of the Product.

4. **Limitations On Coverage** This Warranty specifically excludes the following:
- 4.1 This Warranty applies only to the original Purchaser and cannot be transferred.
 - 4.2 **Product must be maintained in accordance with the AstroLawn® Care and Maintenance Manual.**

Additionally, this Warranty specifically excludes:

- 4.3 **Fiber shrinkage and melting due to exposure to reflective light from Low E Rated windows and other reflective objects**
 - 4.4 Damages caused by vehicular traffic
 - 4.5 Damages caused by vandalism, abuse, negligence or neglect, and acts of God
 - 4.6 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)
 - 4.7 Damages caused by extremely aggressive behavior of dogs, i.e. chewing and digging
 - 4.8 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 the AstroLawn® Care and Maintenance Guide for information on how to optimize appearance and performance of Product.
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 contract, 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.**
6. Purchaser must follow the maintenance instructions and guidelines set forth in the Care And Maintenance Procedures. **FAILURE TO PROPERLY MAINTAIN THE PRODUCT PURSUANT TO THE CARE AND MAINTENANCE PROCEDURES WILL VOID THE WARRANTY.**
7. **No Other Warranties** Manufacturer makes no representations or warranties of any kind, nature, or description with respect to any of the products 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.

8. **Limitations On Warranty** The Warranty will be voided immediately if:
- 8.1 The Product or any portion of the Product is moved to a new location;
 - 8.2 Purchaser fails to comply with Product recommendations or the Maintenance Guidelines for the Product;
 - 8.3 Purchaser fails to notify **AstroLawn®** in writing within 30 days of discovering a Defect.
9. **NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, WHETHER AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE MADE WITH RESPECT TO THE PRODUCT OR OTHER GOODS SOLD IN CONNECTION WITH THE PRODUCT.**
10. **Notification Of Claim** Claims under this Warranty must be submitted to **AstroLawn®**. Such notification must state in detail the kind and nature of the Defect, damage or deficiency and must arrive within (30) days of discovery of the Defect, damage or deficiency. Notification must arrive within the Warranty Period.
11. **Modification** This Warranty can only be modified in writing by an authorized officer of Manufacturer. No other modification, oral or in writing, may be made. This Warranty and the invoice with terms and conditions constitutes the complete, final, and exclusive terms of the sale of **AstroLawn®** synthetic turf products by Manufacturer.
12. **Governing Law And Jurisdiction** Interpretation and enforcement of these terms and conditions shall 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.
13. **Severability** If any provision or portion of any 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.

Exhibit A

Warranty Period	Prorated Value
Years 1 through 8	100%
Years 9 through 10	50%
Years 11 through 12	25%
Years 13 through 15	10%