

### WARRANTY

1. Limited Warranty: Subject to the terms, conditions and limitations contained in this warranty certificate, SiteOne Landscape Supply referred to as "Seller", warrants to the person, firm or entity purchasing from Seller as indicated on the signature page hereof ("Purchaser") that under normal conditions during the applicable warranty period referred to below, the Seller products will maintain their UV stability and strength.

PRODUCT	PRODUCT NAME
PT-PET2-50-1.25	Pro-Trade Pet Supreme
PT-PUTT2-50-0.5	Pro-Trade Augusta Supreme
PT-TURF7-65-1.75	Pro-Trade Meadow Professional
PT-TURF7-80-2.0	Pro-Trade Meadow Supreme
PT-TURF8-50-1.25	Pro-Trade Apple Light
PT-TURF8-65-1.75	Pro-Trade Apple Professional
PT-TURF8-80-2.0	Pro-Trade Apple Supreme

2. Commitments: The warranty period of Seller artificial grass are as following:

The above model sold and installed is an 8-year warranty by Seller.

The turf must be installed in accordance with the Seller's installation guidelines and specifications. The product must be maintained in accordance with the proper cleaning and maintenance guidelines and such product care must continue throughout the duration of the original installation. Damage resulting from a failure to follow the applicable installation and maintenance guidelines will not be covered under this warranty.

Under normal use, during the warranty period when installed and maintained set forth above, SiteOne warrants the following:

- Fiber Wear The turf fiber will lose no more than 50% of the pile face fiber, by weight. This warranty does not cover appearance retention, color fading, and normal appearance changes.
- Manufacturing Defects Turf product will be free from manufacturing defects as outlined on the product specification sheet.

During the above warranty period, if the product has been damaged as a result of the quality of artificial grass itself, Seller shall be responsible for replacement of the defective product.

Seller shall not be responsible for removal or disposal of the defective turf or manufacture or installation of new turf.

Warranty does NOT cover the following:

- (1) If the product is used for any application other than those approved by SiteOne
- (2) To any damage caused during or on account of improper installation repairs, protection or maintenance, to the extent that any defect or damage is caused by:
  - · Cuts, accidents, vandalism, abuse, negligence, or neglect;
  - Improper design or failure of the sub-base of any application including but not limited to golf greens, courts, landscape or recreation;



- Use of the product for contact sports fields i.e. football, soccer, lacrosse, etc. or other installations where the
  product is subjected to high friction play equipment such as wear or abrasion under swing sets, slides, and
  like equipment or is otherwise exposed to abusive wear from abrasion or from pivot points due to exposure
  to inappropriate foot wear or equipment i.e. ski boots, metal cleats, hard plastic cleats, metal golf spikes, or
  other material with the ability to damage the product;
- Wear or movement due to lack of infill or improper infill (i.e. angular sand) type or amount or any harmful chemical reaction to the product caused by infill materials;
- Acts of God or other conditions beyond the reasonable control of Shawgrass:
- Post fibrillation after or during installation for purposes other than to get infill materials in place;
- Third parties;
- Damage caused by fire, overheating by reflection (melting) or use of flammable or heated materials in or near the product that cause interference.

All synthetic turf containing the Products is subject to normal wear and tear. Normal wear and tear is not a manufacturing defect and is not covered by this warranty. In addition to the factors mentioned above, the normal wear and tear depends on, without limitation, the local climate and the intensity of use of the synthetic turf. Purchaser should carefully read the latest versions of Seller product information materials and literature for information about optimizing the performance of the synthetic turf containing the Products.

During the warranty period, if there are some quality problems of the Product, claims under this warranty must be submitted in writing, together with proof of turf production and installation date, name of installation company, batch and lot number, product sample, sample of infill material(s) and a minimum of three clear pictures showing the problem to the headquarters of Seller.

### **EXTENDED WARRANTY**

This Extended Limited Warranty (this "Extended Warranty") is supplemental to, and will only become effective after the expiration of, the Manufacturer's Warranty referenced above as provided by the manufacturer.

### **TERMS AND CONDITIONS OF EXTENDED WARRANTY**

Seller is providing this Extended Warranty to Original Purchaser that such Material is guaranteed against manufacturing defects, ultra violet degradation and excessive fading for an additional eight (8) year period by Seller in addition to the Manufacturer's Warranty of eight (8) years, for a total combined warranty period of sixteen (16) years from the date of shipment of Material to the Original Purchaser. This Extended Warranty supplements the limited eight (8) year Manufacturer Warranty provided by the Manufacturer of the Material and will only become effective on the first (1st) day of the ninth (9th) year after the date of shipment of Material to the Original Purchaser. This Extended Warranty extends only to the Original Purchaser and does not extend to any contractor, retailer, installer or subsequent purchaser. This Extended Warranty is to be prorated as follows:

(a) One hundred percent (100%) of the remaining amount of the Manufacturer's Warranty, at expiration, during year's nine (9) to eleven (11).



- (b) Fifty percent (50%) of the remaining amount of the Manufacturer's Warranty, at expiration, during year's twelve (12) to fourteen (14).
- (c) Twenty five percent (25%) of the remaining amount, at expiration, of the Manufacturer's Warranty during year's fifteen (15) to sixteen (16).

#### LIMITATIONS OF EXTENDED WARRANTY

**Term:** In no event shall Seller be liable for any manufacturing defect or damage to the Material until the Manufacturer's Warranty as to the Material has expired. All claims for damages arising prior to the expiration of the Manufacturer's Warranty must be made against the Manufacturer's Warranty.

Authorized repairs that are performed by either the Manufacturer or Seller, or any agent, employee, or anyone acting on behalf of the Manufacturer or Seller, shall not extend or restart the term of this Extended Warranty.

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Authorized repairs that are performed by either the Manufacturer or Seller, or any agent, employee, or anyone acting on behalf of the Manufacturer or Seller, shall not extend or restart the term of this Extended Warranty.

**Exclusions:** This Extended Warranty shall not apply to slight variation in the texture of thatch yarn over the life of the Material as this is expected and shall not be considered as damage or a manufacturing defect. This Extended Warranty shall not apply to slight variation in color between dye lots nor shall it apply to color changes over the life of the Material as this is expected and shall not be considered as damage or a manufacturing defect. Seller cannot guarantee matching dye lots for repairs done after installation or usage of the Material.

This Extended Warranty shall not cover any damage to the Material (i) caused by accidents, force majeure, abuse and neglect from other than normal and ordinary use of the Material, (ii) vandalism, fire, floods or other acts of God,

(iii) damage caused by installers, or resulting from improper installation of the Material, during or after installation of the Material, (iv) damage resulting from repair, or attempted repair of the Material or subsurface without prior written consent of the Manufacturer or Seller or (v) damage resulting from failure to maintain the Material in accordance with the recommended maintenance procedure.

If it is found that any conditions or exclusions exist that would otherwise void the Manufacturer's Warranty provided by the Manufacturer, then this Extended Warranty will also be void. Failure to follow the notice and claims procedure set forth below will void this Extended Warranty.

The Extended Warranty provided herein is the sole and exclusive warranty of Seller. Seller expressly disclaims any other warranties, including warranties of merchantability and fitness for a particular purpose. It is the Original Purchaser's responsibility to determine the suitability of the Material for the intended use and purpose, and the Original Purchaser assumes all risk and liability whatsoever regarding such suitability.

This Extended Warranty applies only to the Material and Seller does not warrant against workmanship of the installation of the Material or any products used in the installation of the Material. This Extended Warranty will only apply to Material that is installed in a suitable location, in a manner in compliance with the manufacturer's installation guidelines using appropriate installation and products. It is the responsibility of the Original Purchaser to perform all acts required for proper installation of the Material.



**Proper Care and Maintenance:** This Extended Warranty will only apply to Material that has been, at all times, maintained in accordance with the recommended maintenance procedure.

Consequential Damages: In no event will Seller be liable for any consequential, special, indirect, incidental or expectation damages, including, but not limited to, lost profits, lost revenue, loss of use, the labor cost of removal, the labor cost of replacement of the Material, or freight. In no event shall the maximum of Seller's liability exceed the purchase price of the Material paid by the Original Purchaser, less time use adjustments which will be determined in the sole discretion of Seller.

**Modifications:** No terms or conditions, other than those stated in this Extended Warranty, and no agreement or understanding in any way modifying the terms and conditions herein stated shall be binding on Seller, except if such modifications are made in writing on Seller stationary signed by an officer of Seller. No agent or employee of Seller, installer, retailer or distributor has the authority to increase or alter the obligations or limitations of this Extended Warranty.

#### **CLAIMS**

All warranty claims must be made in writing to Seller and must be accompanied by a copy of the original sales receipt with the date of purchase, product identification and quantity. Seller shall be allowed to arrange inspection of the Material claimed to be defective or damaged and shall have thirty (30) days to inspect and test the Material. No warranty claim will be accepted until inspection is complete and the cause of the defect or damage is determined. Seller, at its sole discretion, shall either accept or reject the claim. Upon acceptance of a claim by Seller, Seller reserves the right to (i) repair or provide artificial grass for replacement of the affected area(s), (ii) issue refund equal to the cost of the defective or damaged Material, (iii) provide Materials to replace the defective or damaged Material or (iv) pay the equivalent cost of replacement Material of a comparable product.

Any controversy or claim arising out of or relating to this Extended Warranty, or the enforcement thereof, shall be settled by binding arbitration and shall be submitted to the Judicial Arbitration and Mediation Services (JAMS), with such arbitration taking place in Atlanta, Georgia. Georgia Law shall apply to this warranty, irrespective to the place of purchase of the material.

Claims must be submitted within 30 days after discovery of the alleged defects.

Saller does not hold responsibility for any costs or expenses incurred by purchasing or others for testing, inspecting or consulting our company's products. After arrival of the goods on site, the purchaser should check all the products promptly. Any quality defects found after shipment arrival, the purchaser must notify our company in writing within 60 days after shipment arrival date. Otherwise, our company will consider that our product is free from quality defects and will bear NO relative responsibility. The right of final interpretation belongs to Seller.