

FUSIONTURF

RESIDENTIAL STATEMENT OF WARRANTY TERMS AND CONDITIONS

This Statement of Warranty Terms and conditions ("Warranty") sets forth the warranties provided by Manufacturer to the Purchaser ("Purchaser") of Fusion Turf synthetic grass 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 this Warranty. Receipt of full payment for the Product and timely registration of the Product are condition precedents to the operation and effect of this Warranty. Specifically covered within the scope of this warranty: UV degradation, backing integrity, yarns and tuft bind. Workmanship warranties remain the sole discretion between end user and installer. It will be the sole discretion of Fusion Turf to determine whether projects greater than 8 years old will receive credit or repair. Fusion Turf recommends annual maintenance as this will prolong the life of your investment and address any defects proactively. Fusion Turf recommends you keep the following documents on hand to make any unforeseen defects easier to process: Certificate of Completion, Fusion Turf Synthetic Turf Care Manual, Warranty and copy of your invoice. All documentation should be completed within 45 days of purchase including copy of paid invoice to installer.

Manufacturer warrants to the Ultimate Consumer/Owner that its products are guaranteed against all defects in workmanship for a period of 8 years from the substantial completion date. Manufacturer further warrants that its product is guaranteed not to exhibit UV degradation or loss of tensile strength greater than 50 percent during said time period, and further guarantees that its product will not have a pile height decrease in excess of fifty percent (50%) as a result of normal wear and tear with properly maintained infill levels as required. API Standards related to pile fiber height shall be established pursuant to ASTM Test D5823.

The life expectancy of artificial grass is dependent on the intensity of use, as well as local climatic conditions. The more a product is being used and the harsher the climate, the quicker its lifetime will pass. The intensity of use is a combination of several factors including the usage in hours per day, the number of people that sport or play (simultaneously) on the pitch.

LIMITATIONS ON WARRANTY

While Fusion Turf uses current manufacturing techniques, fibers, and other component materials appropriate to the production of artificial turf and related components, this warranty is subject to limitations and conditions set forth below for the products supplied by the manufacturer. Contractors and owners must take special consideration to onsite exclusions that fall outside the warranty; section IV, including installation of turf and sub structures.

Please refer to the limitations and exclusions that void the warranty in sections 2, 4, 5, and 6.

Warranty Scope
UV Degradation - Backing Integrity – Yarn – Tuftbind

FUSIONTURF

1. Conditions Precedent to Manufacturer Honoring Any Claim under Warranty.

NOTICE

A. If an observable manufacturing defect appears in the product at the time of delivery or prior to or during installation, including but not limited to tears, rips, holes, fabric distortion, color mismatch, the manufacturer must be notified immediately and installation should cease. For any such defect occasioned by the manufacturing process, Manufacturer will authorize a return of uninstalled, non-complying product and replace the same as soon as practicable, or make right at the manufacturer's choice. For damages occasioned in transit or by others.

B. In the event of any latent or hidden defect which shall appear after installation at any time during the eight year warranty period, Manufacturer should be notified and shall have thirty (30) days to inspect and test the product, and at its sole option upon acceptance of responsibility for a claim under this warranty, shall repair, replace or adjust subject to the terms set forth below.

Should the Manufacturer elect to adjust the claim, the Manufacturer will pay to the Ultimate Consumer/Owner one hundred percent (100%) of the wholesale cost of replacement turf fabric at any time a notice of claim has been received and accepted during the first year of use, and remaining repair or replacement requests are based on normal wear and tear over the life of the warranty.

THE PRODUCTS

As used in this Warranty, the term "Product" or "Products" shall mean Fusion Turf synthetic grass products.

LIMITED LIFETIME WARRANTY

Manufacturer warrants its Products against ultra-violet degradation for the duration of the warranty period as set forth in Proration Chart. Colorfastness is a function of our UV package and covered under those provisions and exclusions. 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.

PRORATION

LANDSCAPE / ROOF / PET / PUTTING SURFACES / FRINGE

- YEAR 1-8 100%
- YEAR 9-11 50%
- YEAR 12-14 25%
- YEAR 15 + 15%

GOLF TEES, BUNKERS, AND TRAMPLE ZONES

FUSIONTURF

- YEAR 1-2 100%
- YEAR 3-4 15%

LIMITATIONS AND COVERAGE

3.1 THIS WARRANTY IS TRANSFERRABLE.

3.2 This Warranty applies only to the original Purchaser and cannot be transferred, unless authorized property Sale of the changes hand and submits notification to Fusion Turf.

3.3 Product must be installed by a Fusion Turf certified installer or in accordance with Fusion Turf Installation guidelines.

3.4 Must be the original unmodified product and installation address/physical installation location at the time of transfer.

3.5 Product must be maintained in accordance with the Fusion Turf Care and Maintenance Manual. A maintenance program is required annually to maintain the integrity of the project and will be provided by certified installer.

3.6 Product must be the recommended product for the installation as set forth in the Fusion Turf product guidelines and by certified Fusion Turf installers; properties opting to install product themselves will nullify this warranty.

Additionally, this Warranty specifically excludes:

3.7 Fiber shrinkage and melting due to exposure to reflective light from Low E Rated windows and other reflective objects

3.8 Damages caused by vehicular traffic, vandalism, abuse, negligence or neglect, normal wear and tear and Acts of God.

3.9 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).

3.10 Normal wear and matting of face fibers, especially in heavy foot traffic areas, is normal and is not covered by this Warranty. Slight color variation over time is normative and will not be covered unless deemed a fiber degradation which is under Warranty. Please refer to Fusion Turf Care and Maintenance Manual for information on how to optimize appearance and performance of Product.

3.11 Failure as a result of improper subsurface preparation or drainage.

3.12 Warranty applies to grass product only and authorized retail/reseller grass sales. It does not apply to other landscape performance products (i.e., mulch, poured in place, court surfacing). The project(s) installation must follow the manufacturer's installation guidelines. Please contact Fusion Turf or Fusion Turf Certified Installers regarding installation questions. Warranty registration must be completed online at www.FusionTurf.com

3.13 Warranties over 8 years old or THAT HAVE BEEN TRANSFERRED TO A NEW OWNER AS A RESULT OF A SALE OF REAL ESTATE will be subject to receiving credits rather than direct repair for the project. Credit would go toward purchase of new project only and based on value of turf from date warranty is submitted. Credit shall be used within 18 months of approval and will be a percentage off the replacement cost of a new synthetic turf of the same or comparable quality.

3.14 Nut grass and/or crab grass cannot be warrantied or guaranteed that they will not return as Mother Nature cannot be warrantied or guaranteed. We will install weed barrier only in an attempt to abate this issue. Should weeds develop please refer to your product care and maintenance instructions for guidance in handling.

MANUFACTURER'S OBLIGATIONS UNDER WARRANTY

FUSIONTURF

4.1 Manufacturer will perform all repairs or provide any replacement of Product covered under this Warranty within a reasonable time period from date of complaint.

4.2 Manufacturer shall provide product for repair or replacement to Purchaser at a prorated cost based upon the usable period of the Product as set forth in proration chart.

4.3 Manufacturer's sole liability under this Warranty shall be limited either to repair or replacement of the affected area of the Product.

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

4.5 As all distributors and installers are independent, this is a product warranty only and ONLY covers product failure issues and does not cover damage or issues caused by improper installation, negligent or otherwise. These issues should be addressed directly with the installer.

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. Manufacturer is responsible for product only, not the installation labor required in conjunction with turf to remedy defect.

NOTIFICATION OF CLAIM

Claims under this Warranty should be submitted to the certified Fusion Turf installer that the Product was purchased from. Claim must be submitted within thirty (30) days of discovery of the defect and within the warranty period.

NO OTHER WARRANTIES

Manufacturer makes no representation or warranties of any kind, nature, or description with respect to any of the Product 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.

MODIFICATION

This Warranty can only be modified in writing by an authorized officer of the Manufacturer. No other modification, oral or written, may be made. This Warranty and the invoice with terms and conditions constitutes the complete, final, and exclusive terms of the sale of Fusion Turf synthetic grass products by Manufacturer.

GOVERNING LAWS & JURISDICTION

Interpretation and enforcement of these terms and conditions should 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

FUSIONTURF

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.

SEVERABILITY

If any portion or 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.

{End Document}