



## **PLAYER SERIES**

### **Putting Greens Kits**

XGrass, Inc ("XGrass") provides the original purchaser ("Purchaser") of XGrass Players Series kits ("Products") with a Limited Warranty ("Warranty") as set forth herein.

#### **FIVE YEAR LIMITED TURF AND PANEL WARRANTY ONE YEAR LIMITED ACCESSORY WARRANTY**

XGrass warrants as follows:

1. XGrass warrants that at the time of shipment, the synthetic turf, panels and accessories ("Product") will be free of any defects in materials and workmanship.
2. Manufacturing Defects - Turf. All synthetic turf is subject to normal wear and tear. Normal wear and tear is not a manufacturing defect and is not covered by this warranty. Slight color changes will occur over the lifetime of the turf. This is normal wear and is not the basis for a claim. Similarly, during the year following shipment, (a) fibers may loosen and migrate from the turf onto surrounding surfaces and (b) static may build up on the turf. Both of these processes are normal, not a manufacturing defect, and are not the basis for a claim.
3. Manufacturing Defects – Panel. XGrass warrants to the original purchaser of Player Series interlocking modular panel(s) that the interlocking modular panel(s), provided that they are properly stored prior to installation to ensure distortion does not occur, installed and maintained, are warranted against cracking, shattering, splitting or deterioration, under normal and proper use as one component of an artificial turf surface.
4. Manufacturing Defects – Accessories. XGrass' sole responsibility under this warranty shall be to repair, replace or refund the price of the defective product or component. All such repairs, refunds and replacements are subject to such rules, terms and conditions as XGrass may promulgate from time to time.

#### **SUBJECT TO THE FOLLOWING LIMITATIONS:**

1. XGrass's liability under this Warranty shall be limited to the replacement of the defective Product, on a pro-rated basis, and specifically excludes all costs associated with removal of the defective Product and installation of the replacement Product. All costs associated with removal of the defective Product and installation of the replacement Product shall be the sole responsibility of the Purchaser. All Warranty claims must be submitted to XGrass as set forth in the "Claims Procedure" section below.
2. If, after the Purchaser has submitted the claim for the alleged defective Product pursuant to the Claims Procedure set forth here, and XGrass has determined, in its sole discretion, that the Product is defective and the defect is covered by this Warranty, XGrass will provide replacement Product to the Purchaser, F.O.B. Dalton, GA, at a



reduced price that shall be prorated based upon the number of months remaining in the unexpired warranty period. Purchaser shall be responsible for paying the portion of the purchase price for the replacement Product which is excluded from coverage under this Warranty. The Warranty Period for the replacement Product shall be limited to the Warranty Period for the initial Product.

3. This limited warranty applies only to the wear of the turf with regard to ultraviolet degradation, and does not apply to damage incurred from improper underlay, pile crushing, willful or negligent abuses, or damage by machinery or equipment, nor does it apply when the turf is not professionally installed by an installer described above. This limited warranty does not apply to installations on stairways or other uneven surfaces. Fluctuation in texturized yarn Products, used as face yarn or thatch yarn, is not considered a defect, nor is shade differences due to dye lot changes, and shall not be covered by this Warranty.
4. This warranty does not apply to turf which has not been properly maintained according to the Synthetic Turf Council's ("STC") recommended turf maintenance procedures. Written documentation (such as a maintenance log) demonstrating proper maintenance pursuant to the preceding sentence must be provided to XGrass before a claim will be processed.
5. XGrass shall not be responsible for any costs or expenses incurred by Purchaser or others with respect to any tests, inspections, or consultations conducted by Purchaser or others on the Products. This Warranty applies to the replacement of Product only. All labor cost involved with the removal of the defective Product and the cost of installation of the replacement Product will be the sole responsibility of the Purchaser and are specifically excluded from coverage under this Warranty.
6. The expressed limited warranty excludes all implied warranties, and said manufacturer shall in no event be liable for a breach of limited warranty in any amount exceeding the mill invoice price of the turf.
7. This Warranty does not apply to product installed with known visual defects. Installer must notify manufacturer prior to installation of known problem. Any visual yarn/product defects must be documented and registered with the manufacturer within 12 months after the invoice date in order for a valid claim to be processed.

#### **RESTRICTIONS AND EXCLUSIONS FROM COVERAGE**

This limited warranty does not apply (1) if the product is used for any application other than over the panels supplied in the Player Series Kit, (2) to any damage caused during or on account of improper repairs, (3) to the extent that any defect or damage is caused by:

- a. Improper installation or repairs
- b. Burns, cuts, accidents, vandalism, abuse, negligence, or neglect
- c. Wear or abrasion caused by inadequate sub-base
- d. Wear or abrasion under areas of high friction play or training equipment use



- e. Texture variation of fibers (sub-pile/thatch products)
- f. Expansion and contraction of product;
- g. Use of inappropriate footwear (or lack of thereof), including, but not limited to, long spiked track shoes and metal cleats
- h. Damage from repetitive marching, repetitive training or high intensity drills on the same part of the turf
- i. Use of power training equipment
- j. The playing surface being used other than for the purpose for which it was designed and installed
- k. Use of chemicals, herbicides, pesticides
- l. Use of improper cleaning methods
- m. Loss of tuft bind / fiber loss due to chemical and/or gas spills and leaks (includes leaks from equipment driven or used on turf surfaces);
- n. Wear, fiber loss, or other damage due to animals / animal traffic
- o. Any harmful chemical reaction to the product caused by infill materials
- p. Acts of God or other conditions beyond the reasonable control of XGrass
- q. Failure to install seams and accessories properly
- r. Failure to properly maintain, protect or repair the products or turf, which includes use of experienced and reputable contractors and third parties
- s. Use of a non-approved seam tape and/or adhesive
- t. Packing, matting, or roll crush marks are inherent characteristics of turf / carpet manufactured using polypropylene/olefin and nylon fibers.
- u. Damage that occurs during the shipping/transportation process. All shipping claims must be filed against the truck line in question.
- v. Shrinking or melting of fibers due to (i) reflection off of any surface (such as windows, mirrors, or vehicles), (ii) any object placed upon the turf that traps or intensifies heat and does not allow for proper ventilation or air circulation, or (iii) other sources of extreme heat or flammable materials
- w. Heat / temperatures of turf surface due to sources of natural environment, including sunshine and high air temperatures.

## **NO EXPRESS OR IMPLIED WARRANTIES**

**XGRASS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE, KIND, OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PRODUCTS EXCEPT AS SPECIFICALLY STATED HEREIN. XGRASS SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.**

## **LIMITATIONS ON LIABILITY**

XGrass's sole liability for any and all damages resulting from any cause whatsoever, whether based in contract, negligence, strict liability, other torts, or otherwise shall be limited to the original price of the Product. **IN NO EVENT SHALL XGRASS BE LIABLE FOR LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR FOR INDIRECT SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH SUCH CAUSE.**



## **PURCHASER'S OBLIGATION TO INSPECT UPON DELIVERY**

Purchaser must promptly inspect all Products upon delivery and notify XGrass in writing of any defects, shortages or non-conformities within 30 days of the date of delivery ("Delivery Date"). Notwithstanding anything herein to the contrary, if Purchaser fails to promptly inspect and identify any Product defects, shortages, or non-conformities which are discoverable by inspection within 30 days of the Delivery Date, Purchaser shall be deemed to have accepted the Products as is and XGrass shall have no obligations and/or liability with respect to such defects, shortages.

## **ASSIGNMENT**

Purchaser may not transfer, convey, or otherwise assign all or any of its rights under this limited warranty.

## **MODIFICATION**

**THIS WARRANTY CONSTITUTES THE FINAL AND EXCLUSIVE TERMS FOR THE SALE OF THE PRODUCTS AND MAY NOT BE MODIFIED EXCEPT UNLESS WRITTEN MODIFICATION IS OBTAINED FROM AN OFFICER OF XGRASS.**

## **CLAIMS PROCEDURE:**

**Any claims under this Warranty must be submitted in writing to XGrass by Purchaser within 30 days after discovery of the alleged defect. In the event that Purchaser failed to notify XGrass within 30 days, XGrass has the right to declare this Warranty void. Claims must be signed and submitted in the form of an email to: [claims@recreationalgroup.com](mailto:claims@recreationalgroup.com)**

## **GOVERNING LAW**

This Warranty and its terms and conditions shall be exclusively governed by the laws of the State of Georgia without regard to its conflicts of law provisions. Purchaser agrees that the exclusive venue for any action pertaining to transactions between the Company and XGrass shall be the Superior Court of Whitfield County, Georgia. Purchaser hereby waives all personal jurisdiction defenses with respect to said venue.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.