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## **3 YEARS WARRANTY**

**FOR THE BELGOTEX SPORT PADEL SYNTHETIC SPORTS SURFACE**

Given by:

**BELGOTEX SPORT  
20 CHESTERFIELD ROAD, WILLOWTON,  
PIETERMARTZBURG  
KWAZULU-NATAL**

Tel: (033)8977500

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(A subsidiary of Belgotex Floorcoverings(Pty) Limited)

# **Belgotex Sport**

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# 3-YEAR WARRANTY

## 1. SCOPE

This warranty is for the **Belgotex Sport** artificial turf Padel surfaces intended for outdoor/indoor sports use.

## 2. DURATION

This warranty is valid for a period of three years, as from the date of completion of the installation or within 2 weeks of invoice whichever comes first.

## 3. COVERAGE

The **Belgotex Sport** warranty covers:

- Durability against weather influences e.g. UV-radiation, temperature, humidity rot, mould, and water permeability.
- Visible defects reported to **Belgotex Sport** before installation;
- Latent manufacturing defects reports to **Belgotex Sport** during the period of the warranty caused directly by the manufacture and/or processing of the materials used in the manufacture of the product.
- Abnormal wear and tear, i.e. crumbling of more than 10% of the fibres per m<sup>2</sup> and a wear pattern that negatively deviates from the average pattern in similar fields when used in a similar way and exposed to a similar UV load. The assessment is to be carried out by an independent testing laboratory such as Sportslabs;
- irregular and excessive discoloration of the grass fibre deviating more than 2 steps on the grey scale in conformity with the ISO 105-A02. This in relation to the normal discoloration (datasheet) specified by the manufacturer and exclusively applicable for an environment with an average UV load of less than 200 W/m<sup>2</sup>.
- Pile pressure marks from the likes of furniture/equipment, transport, storage and fading from exposure to direct sunlight, and soiling are not manufacturing defects.

## 4. TERMS OF VALIDITY

Upon detecting any apparent defect, the user shall immediately submit a claim to **Belgotex Sport**. This claim is to be accompanied by the invoice for the purchase of the covering concerned.

- The claim shall be accepted only once an authorized representative of **Belgotex Sport** has visited the user's site to determine the validity of the said claim, and if valid to assess the surface to be repaired or replaced and, where required, remove one or more representative samples of the defective surface.
- Any product repairs or replacements performed under the terms of this warranty shall not lead to any extension of the warranty.
- The warranty calculated on an excess average load intensity of the field that is played on of over 2,500 playing hours per year. A playing hour is defined as 4 players on a full-size field, having a minimum size of 200 square meters, playing for one hour; in short minimal 50m<sup>2</sup>/player/hour. This measurement is easily calculated by dividing the effective playing area by the number of players. In case of a higher average load intensity of the field, the maximum warranty period will reduce pro rata accordingly.



[belgotexsport.co.za](http://belgotexsport.co.za)

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Greenfields Sport & Leisure (Pty) Ltd | Reg. No. 2004/030713/07  
Directors Edward Colle, Evan Lockhart-Barker, Steve Truter

## 5. TERMS OF COMPENSATION

Any compensation agreed to by GreenFields shall be reduced relative to the elapsed time of the warranty period, taking into account the natural deterioration of the sports covering surface. Table 1 below refers to the current Greenfields Market related replacement value of the Padel products on offer:

<b>Year 1</b>	<b>100%</b> of the replacement cost of the area acknowledged as defective.
<b>Year 2</b>	<b>66%</b> of the replacement cost of the area acknowledged as defective.
<b>Year 3</b>	<b>33%</b> of the replacement cost of the area acknowledged as defective.

In every case, the liability of **Belgotex Sport** is limited to the repair or replacement of the synthetic turf product and expressly excludes any indirect, intangible or consequential damages. In no event shall Greenfields be liable, whether in contract or in tort (including negligence) or under any other legal theory (including strict liability), 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 the use, condition, possession, performance, maintenance of the product.

Should **Belgotex Sport** be unable to replace the defective area with an identical covering, the Belgotex Sport product closest to the original in appearance and quality will be used. Given manufacturing constraints, the user shall, in every case, accept reasonable deviation in product thickness, structure, colour, design and weight.

This warranty shall furthermore not apply and shall lapse and be of no force or effect if the user, without the written consent of **Belgotex Sport**, has attempted to repair and / or replace any alleged defect in the product.

## 6. WARRANTY EXCLUSIONS

The Product warranty set out herein above does not apply where:

- the product is damaged due to a poor customer design, poor installation or because the sub base/existing shockpad was not prepared following general, local and/or Federations requirements;
- the Product is altered or modified without the express written consent of **Belgotex Sport**;
- the Product is used for other purposes than for the sport that it is meant for;
- Burns, cuts, accidents, vandalism, abuse, negligence or neglect, burns from reflective items causing abnormal heat;
- the mechanical, chemical, or thermal load for the Product deviates from the load under normal circumstances in which the intended sport is played;
- Failure to apply and maintain infill products at the correct level/quantities (According to Belgotex Sport/Greenfields specifications).
- Failure to Clamp/tension/adhere the carpet around the perimeter.
- Failure to properly maintain, protect or repair the products or the turf.
- the Product is walked and/or played upon with shoes not meant or allowed for the sports for which the Product is meant; In doubt of using the right shoes consult the maintenance manual of consult your **Belgotex Sport** representative;
- Use of inappropriate sports equipment, cleaning materials, herbicides or pesticides;
- Acts of God or other conditions beyond the reasonable control of **Belgotex Sport**;



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- insufficient and/or incorrect maintenance has been executed, i.e. not in accordance with the maintenance documents. Please consult the right maintenance manual for instructions or consult your **Belgotex Sport** representative. It is your responsibility to secure that your end user maintains evidence of usage and maintenance of the surface in accordance with the maintenance documents. The absence of "written" maintenance records is in any case proof of insufficient maintenance;
- the registration of the playing hours (day, hours) on the Product is incomplete or incorrect;
- the invoices for the artificial turf, shock pad (if any), subbase (if any), infill (if any) and installation (if applicable), have not been paid for in full;
- Please note in certain cases there can be a white appearance on the surface when dry, this is not a manufacturing defect, it is dependent on the contents of the water.
- Installation must take place after construction is complete. **Belgotex Sport** will accept no responsibility nor honour any guarantee or warranty for installations made during construction work that are inadequately protected against damage.

## 7. DISPUTES

In the event of a dispute arising between **Belgotex Sport** and the user as to the existence of an alleged defect and the applicability of this warranty, the dispute shall be resolved by Sportslabs or else an approved testing agency. The unsuccessful party shall bear the costs of the testing agency or its nominee in investigating the alleged claim under this warranty and making its ruling.

If you wish to make a claim under the terms of this document, please write to or email **Belgotex Sport** within 30 days of the defect becoming reasonably apparent or, if the defect was reasonably apparent prior to installation, then a claim must be made prior to installation of the Product.

By signing this document you hereby confirm that you have read and understand this agreement and the contents thereof:

Client Full Name: .....

Position: .....

Signature: .....

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