

## **REALTURF DALLAS 15 YEAR LIMITED WARRANTY**

**I. Limited Warranty.** Realturf Dallas warrants to the person, firm, or entity purchasing its products (hereinafter referred to as “the Purchaser”), that under normal conditions, Realturf Dallas products will sustain their UV stability and tensile strength during the applicable warranty period described in the Attachment between Realturf Dallas and the Purchaser for the sale of Realturf Dallas’s artificial grass products. For purposes of this warranty, a product whose original tensile strength does not decrease by more than 50% will be judged to have sustained its UV stability and tensile strength.

Each product has its own warranty period for 15 years for all applications except sports applications, which will have an 8-year warranty period. The warranty period will depend on factors such as the technical characteristics, application, and/or geographical location where the artificial turf is installed. The applicable warranty period begins on the date of installation of the product, or not later than 6 months after the date of Realturf Dallas’s invoice for the product, whichever comes earlier. The warranty covers the product only and not the installation, groundwork, or labor. Realturf Dallas is not responsible for the quality of third-party installations.

**II. Commitment.** This warranty will only repair or replace the product. The warranty does not and will not include cash refunds. Realturf Dallas reserves the exclusive right and discretion to make product replacements or substitutions rather than using the original product. In the case of substitution, Realturf Dallas will provide the product within the USA, and the price charged for the substitute product purchase will be multiplied by a fraction, with the numerator being the number of remaining months until the end of the warranty and the denominator being the total months of the warranty period. The Purchaser shall pay the portion of the purchase price for the replacement product not covered by Realturf Dallas. Realturf Dallas is neither obligated to remove nor dispose of the defective turf, nor install the new turf, nor pay the cost for such removal, disposal, or installation.

**III. Scope of Warranty.** This warranty is inapplicable (i) to products used for any purpose other than sports fields or landscape purposes, (ii) to any damage caused during or because of improper handling, storing, transportation, installation, or repairs unless the improper conduct is committed by Realturf Dallas or its authorized agents, or (iii) to the extent that any defect or damage is caused by:

- (1) Burns, cuts, accidents, vandalism, abuse, negligence, or neglect;
- (2) Improper design or failure of the sub-base of the sports field or court;
- (3) Drainage defects or deficiencies in the sub-base and/or the surrounding zone;
- (4) Use or abrasion caused by an inadequate sub-base;
- (5) Reflection from mirrors and/or glass onto the product;
- (6) Incorrect levels or types of infill (in conformance with independent accredited labs, such as IBV or LABOSPORT or others accredited by Realturf Dallas);
- (7) Not maintaining the infill products at their correct levels (in conformance with independent accredited labs, such as IBV or LABOSPORT or others accredited by Realturf Dallas) indicated in the technical datasheet of the product;
- (8) Any harmful chemical reaction caused by the infill materials;
- (9) Use of improper footwear or sports equipment;
- (10) A different application or use of the game surface than what it was installed for;
- (11) Application of inadequate cleaning methods;
- (12) Use of chemical or cleaning products, herbicides, or pesticides;
- (13) The solar exposure range superior to 200W/m<sup>2</sup>;
- (14) Causes of force majeure or other conditions that are uncontrollable by Realturf Dallas;
- (15) A phenomenon of post-fibrillation during or after installation with purposes other than infill material collocation;
- (16) Failure to properly maintain, protect, or repair the products.

All products will suffer normal wear and tear when used for their intended purposes. Customary wear and tear will correlate with how often the product is used. Under normal conditions, the product will be used an average of 30 hours per week. Realturf Dallas's warranty does not cover the wear-out for normal use. The Purchaser is responsible for maintenance recommendations given by the installer.

**IV. Limitation of Responsibility.** The Purchaser acknowledges and agrees that Realturf Dallas's liability for any product defect is limited to the purchase price of the product. In addition, the Purchaser agrees that Realturf Dallas is not responsible for any other legal theories of liability or damages, including monetary damages, economic damages, loss of revenue, indirect, special, incidental, consequential, punitive, or similar damage derived from usage, conditions, possession, performance, maintenance, non-delivery, or late delivery of the products, including in the case of notification to Realturf Dallas of a possible existence of such damage.

**IV. Unique Warranty.** Realturf Dallas offers no other warranty other than the warranty found in this document (specifically, Clause #2). In connection with the Buyer's purchase of units of any product under this agreement, the Vendor (1) disclaims any warranty of merchantability or fitness for a particular purpose, and (2) makes no warranty other than the warranty of title and the warranties expressed in this agreement. Realturf Dallas makes no other implied warranties associated with selling its products.

**VI. Modifications.** This warranty, the terms and standard conditions of sale of Realturf Dallas, establish the integral and final agreement of the parties related to the quality and efficiency of the products and will be considered the only valid warranty respecting the same. No distributor, commercial or similar, is authorized to issue warranties that are not covered by the dispositions of this document, nor amplify the periods of warranty set here, nor change, vary, amend, or amplify the dispositions of this warranty. All changes, modifications, or amplifications of this warranty must be in writing, and the resulting document must be signed by an authorized representative of Realturf Dallas.

**VII. Resignation Clause.** The fact that Realturf Dallas does not exercise some rights or faculties established in this document, or does not adopt legal solutions indicated in the same, or delays the exercise of adoption, does not imply that it renounces them. The partial or only exercise of some of these rights, faculties, or legal solutions on behalf of Realturf Dallas does not imply the prohibition of the future exercise of other rights, faculties, or solutions.

**VIII. Divisibility Clause.** If any of the provisions of this warranty, or part of it, is considered illegal, invalid, or inapplicable by the judicial order of a competent tribunal, the rest of the provisions or parts will stay valid, will have legal effect, and will constitute the binding agreement between the parties respecting the object of this document.

**IX. Assignment.** The Purchaser will not be able to transfer or assign in any way the totality or part of the rights indicated here without the prior written consent on behalf of Realturf Dallas. This warranty is established in the benefit of Realturf Dallas and the Purchaser or their respective successors or legal assigns and constitutes a binding document for the parties. Only and exclusively the Purchaser—and not sub-purchasers or third parties—will be able to make complaints and claims with this warranty.

**X. Claim Notification.** Claims made under this warranty must be submitted in writing within thirty (30) days after the date when the alleged defect has been discovered or should have been discovered.

discovered, and must be accompanied by proof of the date of installation, a sample of the product, a sample of the infill material(s), and a minimum of three clear photos in which the problem can be well observed. All documentation must be submitted to the following address via certified or registered mail:

Realturf Dallas,

2001 Westgate Dr #100,  
Carrollton, TX 75006

Realturf Dallas will not assume the costs or expenses incurred by the Purchaser or third parties for tests, inspections, or consulting performed by the Purchaser or third parties.

Realturf Dallas reserves the right to interpret the points indicated above.

Manager



+1(214)- 892-3302



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www.realturf.com/us/