## LIMITED PRODUCT WARRANTY

(Effective Date: January 1, 2022)

Turf and Ivy Solutions, Inc., (a.k.a. T&I) warrants our landscape synthetic turfs for fifteen (15) years, commercial applications and putting green surfaces for eight (8) years from the date of synthetic turf purchase and maintained as recommended by the turf manufacturer. This limited warranty is in lieu of all other warranties, express, statutory, or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. T&I shall not in any event be liable for any indirect, incidental, punitive, special, consequential, or other similar damages including, but not limited to loss of profits or revenue, economic loss, or other goodwill, even if Turf and Ivy Solutions has been notified of the possibility of such damages. Slight color changes will occur over the lifetime of this turf and are not considered an issue or basis for a claim. All labor costs involved with the installation, loss of wages, removal of the affected turf and/or reinstallation of any replacement will be the responsibility of the purchaser.

## Subject to the following limitations:

General provisions of this limited warranty apply to the wear of the turf with regard to ultraviolet degradation, and do not apply to damage incurred during installation, improper underlay, pile crushing, willful or negligent abuses, or damage by machinery or equipment, nor does it apply when the turf is not installed by a licensed certified installer. T&I does not warrant a loss of more than 5% per year of the turf material strength due to ultra violet degradation. The strain rate and deformation rate increase significantly when the material is subjected to extreme heat and will not be warrantied in such conditions. T&I holds the right to look at temperature history reports to determine if the material has been exposed to consistent extreme heat over a period of 96 hours or more.

This limited warranty does not apply to the state of Arizona due to the extreme hot weather conditions. T&I only warrants turf products for a period of 3 years for all products sold and installed in state of Arizona.

## **Warranty Coverage:**

In the event of warranty issues covered by this Limited Warranty, T&I will either (a) replace the affected portion of the Artificial Turf Product with a new Artificial Turf Product of the same quality or (b) T&I may elect to issue a credit instead of replacement. This credit shall only apply to the affected areas of the Artificial Turf Product. Replacement of the affected areas is for the Artificial Turf Products only, excluding any and all costs associated with the installation and fill, including but not limited to installation supplies, inconvenience, labor charges, etc. The Expressed Limited Warranty excludes all implied warranties, and T&I shall in no event be liable for a breach of warranty in any amount exceeding the invoice price of the turf. Turf and Ivy Solutions' residential Limited Landscape Artificial Turf Warranty coverage schedule is as follows: Years 1-8 (100%); Years 9-12 (50%); Years 13-15 (25%). T&I's 8 year commercial and putting green artificial turf warranty coverage schedule is as follows: Years 1-4 (100%); Years 5-6 (50%); Years 7-8 (25%).

## Turf and Ivy Solutions

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