



Limited Warranty

Limited Warranty. Subject to the terms, conditions and limitations contained in this warranty, Playfield USA (PUSA) warrants to the Purchaser that under normal conditions, the Materials, as identified, will maintain their UV stability and tensile strength for a period of eight years. Materials will be deemed to have maintained its UV stability and tensile strength if the original tensile strength of the materials does not decrease by more than fifty percent. PUSA further warrants that its products are manufactured within its manufacturing tolerances and guarantees against defects in workmanship performed by PUSA. Purchaser shall inspect all Materials for defects upon delivery. All materials shall be deemed to be free of defects, shortages and non-conformities, unless Purchaser notifies PUSA before installation of the Materials and within 30 days after the date of delivery. Claims under this warranty may only be made by Purchaser and not by Purchaser's customers or any other third parties.

Remedy: PUSA's obligations under this limited warranty are restricted to repairing or, at its sole option, replacing all or the affected part of any Material covered herein such that such repaired or replaced Material conform to the original specifications of the impacted materials. If a repair is necessary under this warranty, then PUSA will perform warranty services only during normal working hours. If Purchaser requests that PUSA perform services outside of normal working hours, Purchaser will be required to pay PUSA at PUSA's then applicable rates for such services. PUSA's liability under this limited warranty is limited to the material value of the item to be repaired or replaced. PUSA will not be responsible for the removal or disposal of the defective turf or the installation of new turf.

Limitations on Coverage The remedy of repair or replacement set forth herein shall be the sole remedy. This warranty does not apply to any damage caused during or on account of improper installation or repairs, or to the extent that any defect or damage is caused by:

- a. Burns, cuts, accidents, vandalism, abuse, negligence or neglect;
- b. Improper design or failure of the sub-base of the sports field or court;
- c. Use of inappropriate footwear or sports equipment;
- d. Use of cleaning chemicals, herbicides, or pesticides;
- e. Use of improper cleaning methods;
- f. Failure to properly maintain, protect or repair the product; or
- g. The playing surface being used for a purpose other than it was designed and installed.
- h. Damage caused by reflective windows.

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.

Limitation of Liability IN NO EVENT SHALL PUSA BE LIABLE, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, 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, NON-DELIVERY OR LATE DELIVERY OF THE PRODUCTS, EVEN IF PUSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No Other Warranties. The warranty provided herein is the sole and exclusive warranty and supersedes any and all other warranties, oral or written, of any type related to PUSA products. Except as provided herein, PUSA makes no representations or warranties of any kind, nature or description with respect to any of its products, express or implied, including without limitation, any warranty of merchantability, fitness of any of the products for any particular purpose or non-infringement of third party rights, and PUSA hereby disclaims the same.