



## RESIDENTIAL STATEMENT OF WARRANTY TERMS AND CONDITIONS

### WARRANTY SCOPE

UV DEGREDDATION

REFLECTIVE LIGHT

BACKING INTEGRITY

YARNS

TUFTBIND

This Exclusive Limited Lifetime Warranty ("Warranty") is provided by SYNLawn ("Manufacturer") to the Purchaser ("Purchaser") of the SYNLawn synthetic turf product(s) identified below ("Product(s)"). By accepting the Product(s), Purchaser agrees to be bound by and accept these Warranty terms and conditions.

### SECTION 1. PRODUCTS

As used in this Warranty, the terms "Product" or "Products" means the SYNLawn products listed in Exhibit A.

### SECTION 2. EXCLUSIVE LIMITED LIFETIME WARRANTY

Manufacturer warrants to Purchaser that the Product(s) will substantially maintain their UV stability and tensile strength under normal conditions during the applicable warranty period set forth in Exhibit A ("Warranty Period"). For purposes of this Warranty, a Product shall be deemed to have maintained its UV stability and tensile strength if the original tensile strength and pile height of the Product does not decrease by more than fifty percent as a result of ultraviolet degradation within the applicable Warranty Period, beginning from the date of installation of the Product. This Warranty is not transferrable and is subject to the limitations, conditions, exceptions, and exclusions set forth herein.

### PRORATION

#### RESIDENTIAL

YEAR 1-8	100%
YEAR 9-11	50%
YEAR 12-14	25%
YEAR 15+	15%

### SECTION 3. EXCLUSIVE REMEDY & PRORATED COST

Purchaser's sole and exclusive remedy and Manufacturer's sole liability for any Product that fails to perform as warranted hereunder shall be limited to the repair or replacement of that portion of the Product that failed to perform as warranted on the cost and other terms set forth herein. Within a reasonable time after receipt of the required Warranty claim notice, Manufacturer will determine, based on its experience and knowledge, the type and extent of repair or replacement reasonably necessary to return the affected portion of the Product to its original or reasonably equivalent condition. Product(s) supplied for the repair or replacement shall be warranted only for the remainder of the original Warranty Period. If Manufacturer is unable to provide a replacement or repair is not commercially practicable, or if Purchaser otherwise accepts, Manufacturer may refund the prorated purchase price of the affected portion of the Product based on the unexpired portion of the Warranty Period. Other than this exclusive remedy, Manufacturer shall have no other obligations or liabilities with respect to the Product.

### SECTION 4. CONDITIONS TO WARRANTY COVERAGE

- Manufacturer will have no obligation under this Warranty until receipt of full payment for the Product(s) or a signed purchase agreement is received.
- Register the Product with the SYNLawn Certification numbers and accept the terms of this Warranty at: [<https://www.synlawn.com/register-your-synlawn-warranty/>].
- The Product must be installed in accordance to SYNLawn Installation Guidelines.
- The Product must be installed on a compacted, crushed-stone or other approved base that is adequate to support the Product and does not adversely affect the Product's performance.
- Purchaser must inspect the Product for defects, damage, or non-conformities within five (5) days of final installation and before any use.
- The Product must be used only for the applications stated in the Product's spec sheet.



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### SECTION 5. EXCEPTIONS AND EXCLUSIONS

This Warranty excludes claims or damage directly or indirectly caused by or relating to any of the following:

- a. Alteration, modification, repair attempts not approved by Manufacturer, misuse, abuse, negligence, neglect, accidents, or vandalism;
- b. Pre-existing site conditions or project design, installation services, or materials provided by others;
- c. The use or installation of the Product(s) with materials, components, or accessories other than those expressly approved by Manufacturer;
- d. The use of improper cleaning agents, exposure to chemicals containing elements from the halogen group (such as chlorine, fluorine, bromine, or iodine), herbicides, pesticides, or other inappropriate chemicals, or chemical exposure from run-off from neighboring properties.
- e. Any type of unreasonable use or failure to provide reasonable and necessary care and maintenance as stated in SYNLawn Care & Maintenance document [<https://www.synlawn.com/do-it-yourself/care-and-maintenance/>];
- f. Smoke, fire, explosion, flood, storm, water escape, natural disaster, or other acts of God;
- g. Any event, cause, or act not within the control of Manufacturer;
- h. The improper installation of the Product(s);
- i. Any abnormal physical or thermal stress, abnormal environmental conditions, conditions beyond the polyethylene Product(s) specified tolerances, or continued exposure to reflective light from windows and/or other objects; and/or
- j. Mineral deposit build-up from exposure to hard water.
- k. Invasive species (i.e. gophers, moles, crab/nut grass, etc.) cannot be warranted or guaranteed that they will not return as Mother Nature cannot be warranted or guaranteed. Purchaser should install weed barrier only in an attempt to abate this issue. Should weeds develop please refer to the respective product care and maintenance instructions for guidance.
- l. SYNPro Bocce cannot be warranted for any distortion in the fiber due to the perforation pattern applied.

In addition, normal wear and tear, matting, and routine service issues are not covered by this Warranty. Purchaser should carefully read product information materials and literature for information about optimizing the performance and life of the Product covered by this Warranty.

### SECTION 6. 30-DAY CLAIM NOTICE REQUIREMENT

To make a claim under this Warranty, contact your local SYNLawn Dealer. As a precondition to this Warranty, all claims must be submitted within thirty (30) calendar days of discovery of the Product nonconformity and within the Warranty Period. If the Claim is not submitted within this thirty (30) calendar day period, Manufacturer has no obligations under this Warranty.

### SECTION 7. REFLECTIVE LIGHT

Manufacturer warrants its 100% nylon face fiber Products (SYNRye 200, Precision Putt, Classic Pitch, Tee Strike, SYNPro Bocce) against burns caused by reflective ultra-violet light.

### SECTION 8. LIABILITY LIMITATION

Purchaser's exclusive remedy and Manufacturer's sole liability for any and all claims or damages relating to the Product(s) is the exclusive remedy set forth herein. MANUFACTURER SHALL HAVE NO LIABILITY RELATING TO THE PRODUCT(S) FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, personal injuries or death, or damages for inconvenience, lost use, lost revenue or profits, business interruption, loss of goodwill, commercial damages, third-party or user claims, or special, punitive, exemplary, or statutory damages, regardless of whether such liability arises from or is based on contract, express or implied warranty, misrepresentation, tort, strict liability, negligence, equity, or any statutory or regulatory obligation. In no event shall Manufacturer's liability exceed in any one case or in total the original price of the Product(s) and installation.

### SECTION 9. NO OTHER WARRANTIES, DISCLAIMER

Except as expressly set forth in this Warranty, Manufacturer makes no representations or warranties of any kind, nature, or description with respect to any of the Products. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE EXCLUDED AND DISCLAIMED.



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### SECTION 10. MODIFICATIONS

This Warranty can only be modified in writing by an authorized officer of Manufacturer. No other modification, oral or in writing, may be made. This Warranty, Manufacturer's invoice with terms and conditions, and the parties' mutually executed written contract, if any, constitute the complete, final, and exclusive agreement and understanding between Manufacturer and Purchaser with respect to the terms of sale for the Product(s) and supersedes all prior oral or written communications, statements, representations, agreements, understandings, and assurances between the parties.

### SECTION 11. GOVERNING LAW AND VENUE

Interpretation and enforcement of these terms and conditions shall be governed by the laws of the State of Georgia. Purchaser agrees that exclusive venue and jurisdiction for all actions and proceedings arising out of or relating to this Warranty or the Product(s) shall be brought in the state or federal courts located in the State of Georgia and the parties hereby consent to jurisdiction and venue in the state and federal courts of Georgia.

### SECTION 12. SEVERABILITY

If any provision or portion of any provision of this Warranty is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions or portions of this Warranty shall constitute the parties' agreement with respect to the subject matter hereof, and all such remaining provisions or portions shall remain in full force and effect.

\*SYNLawn's Liability for returning the original purchase price shall be based on the number of months remaining in the unexpired portion of the Warranty Period divided by the total number of months in the Warranty Period and multiplied by the purchase price of the affected area.

### EXHIBIT A. PRODUCTS

Classic Pitch	SYNFescue 343
Classic Putt	SYNPlay 48 (no pad)
Pet Platinum	SYNPlay 48 (+ pad)
Pet Premium	SYNPlay 60 (+ pad)
Play Platinum	SYNPro 45
Play Premium	SYNPro 50pg
Precision Putt	SYNPro 58
Roofdeck Platinum	SYNPro 60N
Roofdeck Premium	SYNPro 68
SpeedTurf	SYNPro 90
SYNAugustine 347	SYNPro Bocce
SYNAugustine 547	SYNPro Pet
SYNAugustine 847	SYNPro Play
SYNAugustine X47	SYNRange Pro
SYNBlue 545	SYNRye 200
SYNBlue 745	SYNSport
SYNBlue 949	SYNTipede 243
SYNFescue 50	SYNTipede 321
SYNFescue 60	SYNTipede 343
SYNFescue 70	SYNTipede X43
SYNFescue 80	Tee Strike
SYNFescue 100	TrackTurf

\*\*Made to order (MTO) products produced by Manufacturer may be covered under this warranty.

