

#### ARTIFICIAL TURF WARRANTY

# Making Dream Surfaces Attainable

### RESIDENTIAL LIFETIME LIMITED WARRANTY

**MSI** warrants to the original purchaser that the Artificial Turf is free of manufacturing defects from the date of purchase, with a lifetime limited residential warranty. A defect is defined as shortfall in the product to perform to specifications as disclosed in the product or trade literature and within industry allowable tolerance. The warranty also states that for the length of the warranty the turf will not wear

through under normal use in a residential setting. The warranty applies to the original purchaser only and is non-transferable. Original sales receipt that demonstrates full payment for the product, must be provided, with the date of purchase, reseller's name, product identification, and quantity purchased clearly stated. This warranty is the sole warranty extended for this product.

## COMMERCIAL 10 YEAR WARRANTY

**MSI** warrants to the original purchaser that the Artificial Turf is free of manufacturing defects from the date of purchase, with a commercial 10 year warranty. A defect is defined as shortfall in the product to perform to specifications as disclosed in the product or trade literature and within industry allowable tolerance. The warranty also states that for the length of the warranty the turf will not wear

through under normal use in a residential setting. The warranty applies to the original purchaser only and is non-transferable. Original sales receipt that demonstrates full payment for the product, must be provided, with the date of purchase, reseller's name, product identification, and quantity purchased clearly stated. This warranty is the sole warranty extended for this product.

#### THE WARRANTIES DO NOT COVER

- Improper Installation: Noncompliance with installation guidelines
  as set forth by MSI. This includes issues relating to installing the
  wrong product, unsuitable sub-floor, excessive moisture, improper
  condition of jobsite and material, technique, improper adhesives/
  accessories, exposure to extreme temperatures and sunlight, etc.
- Damaged turf caused from reflection by low-e rated windows or any surfaces, or any other producer of sun magnification and reflection.
- Damaged turf caused by localized heat or extreme heat including vehicles/tires. Turf installed on driveways is not covered under this warranty.
- Damages associated with poor drainage.
- Damages associated with excessive force exerted on the product.
- Damages associated with accidents, vandalism, abuse, negligence, cuts, burns or neglect.
- Damage from improper cleaning methods or use of chemicals.
- Acts of Mother Nature (fire, liquefaction, earthquakes, floods, hurricanes and other natural disasters).
- Damages from natural growth of plants on/in/around the installation.
- · Normal wear and tear, including natural fading or discoloration.
- Any type of matting.
- · Installations for sports use is not covered by this warranty.
- Improper Use or Abuse: Includes issues from mishandling the product, physical or chemical abuse, improper care and maintenance, leaks, improper drainage, pet nails, etc.

**MSI** disclaims any and all other warranties, express or implied, including but not limited to, warranties of merchantability or fitness for a particular purpose. Turf is a manufactured product, and is subject to variations due to an inherent variability in raw materials

and production processes. Certain batches may have higher levels of variations than others. Product must be installed in a suitable location by a licensed installer. Product must be maintained in accordance to the MSI Maintenance Procedures. All material must be inspected prior to installation. Visual defects or nonconformities apparent prior to installation will void this warranty. All warranty claims must be reported immediately. Failure to report the warranty claim within 30 days of defect discovery will void this warranty. MSI's liability under any theory of liability (whether contract, tort, strict liability or otherwise) shall be limited to the sole and exclusive remedy of replacement of defective goods FOB MSI facility or, at MSI's option, refund of the purchase price of such defective goods. If product is unavailable or discontinued, MSI reserves the right to select and supply substitute material. The warranty does not cover all other costs, incidental and consequential damage including loss of use of the property. Buyer acknowledges and agrees that the foregoing conditions and limitations are an essential basis for Buyer's agreement with MSI. Any suit or other legal action that the Buyer may bring against MSI arising out the sale of this product must be filed within 12 months from the date of MSI's alleged breach. Buyer's failure to file within this stipulated period shall be deemed to act as waiver and time bar for any and all claims against **M S International Inc**. This warranty gives you specific rights and you may also have other rights, which vary from state to state. For additional information about this product collection, please refer to www.msisurfaces.com or contact the dealer. All inquiries concerning the above may be sent to:

MSI 2095 N Batavia St, Orange, CA. 92865