



# **TURF evolutions**<sup>®</sup>

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## ALTERNATIVE TURF SYSTEMS

### **EIGHT YEAR LIMITED PRORATED WARRANTY**

This Limited Product Warranty between **TURF EVOLUTIONS, INC.**, a Georgia corporation (the “Company”) and **HOME DEPOT, INC.**, a Delaware corporation (the “Customer”) covers the TruGrass landscape synthetic turf product (the “Product”) purchased by Customer.

#### **1. LIMITED PRODUCT WARRANTY:**

(a) Company warrants to Customer that for a period of 8 years from the date of installation (the “Warranty Period”) the Product shall be free of defects in design materials and workmanship when installed, stored, used, and maintained in accordance with Company’s recommendations.

(b) If during the applicable Warranty Period, the product fails to conform to the warranties set forth in subsection 1(a), Company, shall replace the product in accordance with the prorated warranty schedule attached hereto and incorporated herein as Exhibit A (the “Covered Cost”). Covered Cost for Product replacement during the Warranty Period shall only include the cost of the Product. Customer assumes all other costs related to the repair or replacement of the Product including but limited to labor charges, installation, supplies, and inconvenience. During the Warranty Period, Company’s obligations to replace the Product shall further be limited to replacement Product within the styles, models, products, colors, etc. of the Product that are available at the time of the warranty claim, and shall be limited to the replacement of only the specific Product that fails due to a manufacturing defect. Any replaced Product shall also remain subject to the original Warranty Period from the date of original installation, and any replacement shall not extend the original Warranty Period in any manner or start a new warranty period.

#### **2. WARRANTY CLAIM PROCESS:**

(a) To make a valid claim under this Limited Product Warranty, Customer must timely notify Company within the Warranty Period, in writing, and provide Company with the Customer’s name and address, proof of purchase, date of installation, description of the Product involved, and the nature of the defect.

(b) Following the receipt of a valid claim within the Warranty Period, Company reserves the right to inspect the Product on Customer’s premises and confirm that the installation, maintenance and operation of the Product conform to the requirements contained herein.

### **3. WARRANTY EXCLUSIONS:**

The Product must be stored, handled, installed, used, and maintained in accordance with any recommendations provided by Company, and this Limited Product Warranty is conditioned upon compliance with all such recommendations. The Limited Product Warranty will be void under the following conditions:

(a) Non-compliance with Company's use, care, and installation recommendations and/or improper storage, installation, handling, use and/or fabrication of the Product. Including, without limitation: improper design or failure of the sub-base, wear or abrasion caused by inadequate sub-base, wear due to lack of improper infill or no infill, movement or damage of Product due to lack of infill or improper installation, use of incorrect grade of infill products, failure to maintain infill products at the correct level, post-fibrillation after or during installation for purposes other than to get infill materials in place.

(b) Damage not resulting from manufacturing defects that occur while the Product is in Customer's possession. Including, without limitation: burns, cuts, accidents, vandalism, abuse, negligence, neglect, damage caused by use of inappropriate footwear or sports equipment, wear or abrasion under swing sets, slides, or any other high friction equipment, damage caused by the use of chemicals including herbicides and pesticides, damage caused by direct sunlight and heat or any reflective surface which may cause singeing or melting of the Product blades, damage caused by flammable materials, acts of god, static build up, or other conditions beyond the control of Company.

(c) Unreasonable or unintended use of the product to be determined in Company's reasonable discretion. Including, without limitation: any use of the Product for purposes other than landscaping, play areas and pet areas, and any installations and use of the Product on stairways or other uneven surfaces.

(d) Products installed with known or visible manufacturing defects that could be discovered upon routine inspection prior to installation. Customer acknowledges that packing, matting, or roll crush marks are inherent characteristics of turf manufactured with polypropylene, polyethylene, and nylon fibers.

(e) Minor conditions such as scratches, piling, minor tears, stains, etc.

(f) Failure or dissatisfaction with the appearance of Product after installation.

### **4. DISCLAIMER:**

EXCEPT AS EXPRESSLY WARRANTED IN THIS LIMITED PRODUCT WARRANTY, THE PRODUCT IS PROVIDED "AS IS", AND CUSTOMER'S USE THEREOF IS AT ITS OWN RISK. COMPANY CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY COMPANY ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY

COMPANY IN WRITING. OTHER THAN THE LIMITED PRODUCT WARRANTY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPLACEMENT OF NON-CONFORMING PRODUCTS. CUSTOMER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

**5. LIMITATION OF LIABILITY:**

No claim by Customer of any kind, including claims for indemnification, shall be greater in amount than the purchase price of the Product in respect to which damages are claimed. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF CUSTOMER TO ANY THIRD PARTY WITH RESPECT THERETO.

## **Exhibit A**

### **Prorated Warranty Schedule**

- Claims made 0-1 years after Product installation are eligible for Company to cover 100% of Product replacement cost;
- Claims made 1-2 years after Product installation are eligible for Company to cover 80% of Product replacement cost;
- Claims made 2-4 years after Product installation are eligible for Company to cover 50% of Product replacement cost; and
- Claims made 5-8 years after Product installation are eligible for Company to cover 30% of Product replacement cost.