GLOBAL SYN-TURF
GREENING PLANET EARTH

Global Syn-Turf High Traffic and Sport Activity Turf Warranty

(Effective Date: January 1st, 2022)

Global Syn-Turf, Inc., (a.k.a GST) warrants the wear and tear of GST products with regards to ultraviolet degradation, for high traffic and sport activity provided herein or for any other uses for which GST provides its written authorization, within eight (8) years from the date of completion of installation (as indicated in this warranty). In the event of warranty issues covered by this Limited Warranty, GST will either (a) replace the affected portion of the artificial turf product with a new artificial turf product of the same quality or (b) GST 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 infill, including but not limited to installation supplies, inconvenience, labor charges, etc. The Expressed Limited Warranty excludes all implied warranties, and GST shall in no event be liable for a breach of warranty in any amount exceeding the invoice price of the turf. GST's 8-year high traffic and sport activity artificial turf warranty coverage schedule is as follows: Years 1-4 (100%); Years 5-6 (50%); Years 7-8 (25%).

GST warrants all materials installed meets the GST specifications and warrants the replacement material will be available through the remainder of the warranty period. This warranty shall commence upon the date of installation completion as indicated in this warranty. The accompanying warranty service will not come into effect unless the Certificate of Completion is sent in for validation to the corporate office indicated herein within thirty (30) days of the date of completion or the purchaser's first use, whichever occurs first. In all cases, the warranty shall be deemed to commence upon the date of completion indicated in this warranty. The customer must provide GST with their maintenance program within thirty (30) days of completion of installation. This warranty is limited to the remedies of replacement under this warranty; all other recourse which might be available are hereby waived by the purchaser.

Limitations on Coverage:

EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, GST DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY FOR A PARTICULAR PURPOSE.

Furthermore, this Manufacturer's Limited Warranty does not cover the following:

1. Damage resulting from an accident, misuse, force majeure, unintentional and intentional abuse, infill displacement, neglect or other than normal play and ordinary use of GST products. For purposes of this warranty, normal play and ordinary use shall mean usage up to 3,000 hours per year of regular play and utilization for the activities provided herein; normal play and ordinary use also includes a reasonable number of participants or users, but does not include repetitive training, repetitive marching or high-intensity drills on the same part of the turf, especially in the areas of, but not limited to, base areas, base paths, pitcher's mound, home plate, goal areas, soccer penalty mark/spot areas, sideline areas, tee line, and lacrosse crease areas, all areas will need frequent maintenance and possible replacement.

2. Damage resulting from maintenance, repair, attempted repair by anyone other than a licensed certified installer or an authorized GST distributor.

3. Damages caused by, but not limited to, the application of cleaning agents, chemicals, adhesive backing, traffic, dirt, negligence, accidents, vandalism, fire, animals, windstorm, improper care, abuse, neglect and improper installation, and Acts of God (including earthquakes, floods, hurricanes, vehicular traffic, fire, improper cleaning chemicals, damage caused by dogs and other natural disasters).

4. Damage resulting from the use of improper footwear such as regular and repeated use of steel cleats, long-spiked track shoes, and flat-soled shoes. Standard football and soccer cleats are recommended.

5. Failure to properly maintain, protect and/or repair the turf and cleaning of the turf due to calcium build up/dew.

6. Damage that occurs during the shipping/transportation process. All shipping claims must be filed against the freight company in question.

7. Damage caused by reflection/external heat source (melting) or other flammable materials. Such reflection sources include but are not limited to: windows, vinyl fences, metal blocks, concrete/stucco walls, etc.

8. Turf product is subject to normal wear and tear. Normal wear and tear, including matted down or twisted blades is not a manufacturing defect and therefore is not covered by this warranty.

9. Visual lines caused by yarn color variation and manufactured tufted stitch lines are not considered a defect as there is no deterioration of actual yarn itself and is a common occurrence among all tufted products.

10. Rolls of artificial turf where the backing of the turf is not covered and exposed to sunlight.

11. GST does not warrant a loss of more than 5% per year of the turf material strength due to ultraviolet 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. GST 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. GST only warrants turf products for a period of 3 years for all products sold and installed in the state of Arizona.

When a Claim needs to be submitted, the following information is required to be sent to Claims@globalsynturf.com (GST Sales Order Number, GST Invoice Number, Pictures, Customer Name, Address and Phone Number).

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All synthetic turf is subject to normal wear and tear, which is not a manufacturing defect and is not covered in this warranty. In addition to the other factors applicable in this warranty, wear and tear is based on, without limitation, the construction of synthetic turf (stitch rate, fiber face weight, fiber gauge and pile height, infill components and the maintenance of the turf) and the amount of time and intensity of use of the synthetic turf. All GST products will be stable to fading in the light with the maximum fade of the GST products through the warranty period not exceeding fifteen percent (15%) of color loss per year based upon an acceptable grey scale. This warranty does not cover the slight gradations and variations of color within the GST products and/or face distortion.

GST disclaims all liability for consequential and incidental damages for breach of any implied or express warranty, including any implied warranty of merchantability, with respect to GST products. In the event that the GST product is used for purposes other than high traffic and sport activities provided in this warranty or any other uses for which GST gives it's written authorization, it will be understood that GST has tested the product for use in connection with these high traffic and sport activities and may not have tested it for other uses. GST shall not be responsible for any and all damages incurred, therefore the Manufacturer's Limited Warranty, as well as all legal warranties, shall become null and void.

Limitations on Liability:

The purchaser must promptly inspect all products upon delivery. Should any shortages, defects or non-conformities be discovered during the initial inspection upon delivery of the products, GST shall take on the obligation of making sure the products are free from such shortages, defects or non-conformities if and only if, the purchaser notifies GST in writing within 30 days after the date of purchase of said products. This warranty is extended to the original purchaser and is not transferrable.

In order to qualify for this warranty, the customer must fill out the GST Warranty Registration, submit a copy of the registration and a copy of their receipt to the address or email below and receive confirmation via email from GST.

Global Syn-Turf, Inc.

5960 Inglewood Dr. 150., Pleasanton CA, 94588 U.S.A.

Email: claims@globalsynturf.com

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Registration

Purchaser: _____

Date of Completion: _____

Address of Installation: _____

Address of Installation: _____

Phone: _____

Signature: _____

Date: _____

Installer Company: _____

Installer Address: _____

Installer Address: _____

Installer Phone: _____

Installer Name: _____

Installation Completion Date: _____