IVY LIMITED PRODUCT WARRANTY

(Effective Date: January 1, 2021)

Global Syn-Turf, Inc., (a.k.a. GST) warrants our Artificial Ivy for three (3) years and maintained as recommended by GST. This limited warranty is in lieu of all other warranties, express, statutory, or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. GST shall not in any event be liable for any indirect, incidental, punitive, special, consequential, or other similar damages including, but not limited to loss of profits or revenue, economic loss, or other goodwill, even if Global Syn Ivy has been notified of the possibility of such damages. Slight color changes will occur over the lifetime of this Ivy and are not considered an issue or basis for a claim. **All labor costs involved with the installation, removal of the affected Ivy and/or reinstallation of any replacement will be the responsibility of the purchaser.**

Subject to the following limitations:

General provisions of this limited warranty apply to the wear of the Ivy with regard to ultraviolet degradation, and do not apply to damage incurred during installation, improper underlay, pile crushing, willful or negligent abuses, or damage by machinery or equipment, nor does it apply when the Ivy is not installed by a professional installer. GST does not warranty a loss of more than 5% per year of the Ivy material strength due to ultra violet degradation. The strain rate and deformation rate increase significantly when the material is subjected to extreme heat and will not be warrantied. 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.

Remedy:

In the event of warranty issues covered by this Limited Warranty, GST will either (a) replace the effected portion of the Artificial Ivy Product with new Artificial Ivy Product of the same quality or (b) GST may elect to issue a credit instead of replacement or repair, which credit shall only be to the affected areas of the Artificial Ivy Product. Replacement of the affected areas is for the Artificial Ivy Products only, excluding any and all costs associated with the installation and fill, including but not limited to installation supplies, inconvenience, labor charges, etc. The Expressed Limited Warranty excludes all implied warranties, and said manufacturer shall in no event be liable for a breach of warranty in any amount exceeding the invoice price of the Ivy.

Limitations on Coverage:

This warranty does not cover:

1. Damage from accidents, vandalism, abuse and neglect and improper installation.
2. Acts of God (including earthquakes, floods, hurricanes and other natural disasters).
3. Use of chemicals and improper cleaning methods.
4. Failure to properly maintain, protect and/or repair the Ivy and cleaning of the Ivy due to Calcium Build up/dew.
5. Damage that occurs during the shipping/transportation process. All shipping claims must be filed against the freight company in question.
6. 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 and etc.
7. Ivy product is subject to normal wear and tear. Normal wear and tear, including matted down or twisted leaves is not a manufacturing defect and therefore is not covered by this warranty.
8. 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)

Limitations on Liability:

Purchaser must promptly inspect all products upon delivery. Anything herein to the contrary notwithstanding, to the extent that any defects, shortages, or non-conformities in the products are discoverable by inspection upon delivery of the products, all obligations of **GST** to purchaser with respect to such defects, shortages, and non-conformities shall be deemed satisfied, and all products shall be deemed to be free of such defects, shortages, and non-conformities, unless Purchaser notifies **GST** of such defects, shortages, or non-conformities in writing within 30 days after the date of purchase.

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