

WARRANTY: Festival Turf warrants its synthetic turf against defects in materials resulting in premature wear during ordinary use of the product(s) within 15 years from the date of purchase. If any area or portion of the turf substantially changes, as distinguished from premature wear, or if the pile heights decrease 50% or more within the same 15-year period, Festival Turf will have such areas or portions replaced, excluding installation costs. Synthetic turf is considered a consumable product; therefore, this warranty excludes normal wear and tear. Normal wear and tear, including matted down blades is not a manufacturing defect and therefore is not covered by this warranty. Slight color changes will occur over the lifetime of this turf and is not considered an issue or basis for a claim. All labor costs involved with the removal of the affected turf and reinstallation of the replacement will be the sole responsibility of the purchaser.

General provisions of this limited warranty apply only to the wear of the turf in 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 turf is not installed by a professional installer. This limited warranty is expressly in lieu of all conditions and warranties express or implied, in fact or by law, or otherwise, including without limitation, any implied conditions or warranties as to merchantability or fitness for a particular purpose. No person or party is authorized to create any obligation or liability for Festival Turf, and only the limited warranty expressed herein shall apply.

PRORATION IS AS FOLLOWS:

Residential Installations: Years 1-7 (100%) Years 8-10 (50%) Years 11-12 (25%) Years 13-15 (15%) Commercial Installations: Years 1-4 (100%) Years 5-7 (50%) Years 8-10 (25%) Years 11-12 (15%) Years 13-15 (5%)

LIMITATION OF COVERAGE: The warranty does not warrant:

- Damage from accidents, force majeure, vandalism, abuse and neglect.
- Acts of God (including earthquakes, floods, hurricanes, and other natural disasters).
- Use of chemicals and improper cleaning methods.
- Failure to properly maintain, protect and/or repair the turf.
- Damage that occurs during the shipping/transportation process. All shipping claims must be filed against the truck line in question.
- Damage caused by reflection from surfaces such as energy efficient windows, glass doors, vinyl fences, and mirrors. (melting)
- Installations on uneven surfaces, rooftops, wood decks, dirt, concrete, asphalt or pavers. All installations must be over a minimum depth of 2 ½ inches crushed rock or decomposed granite as a base.
- Visual lines caused by variation of the color of yarns and manufacturer tufted stitch lines are not considered a defect as there is no deterioration of actual yarn itself and it is a common occurrence among all tufted products.

LIMITATION OF LIABILITY: Purchaser must properly inspect all products upon pickup / 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 pickup / delivery of the products, all obligations of Festival Turf 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, or nonconformities in writing within 30 days after the date of pickup / delivery.

ASSIGNMENT: Purchaser may not transfer, convey, or otherwise assign all or any of its rights under this warranty without prior written consent of Festival Turf. Any such transfer or assignment without prior written consent shall be null and void.

Claims must be emailed to: info@festivalturf.com