

Artificial Ivy Limited 5-Year Warranty

This statement of Warranty terms and conditions ("Warranty") sets forth the Warranties provided by Festival Turf to the purchaser ("purchaser") of Festival Turf artificial ivy products as defined below ("products"). By accepting delivery of product, purchaser agrees to be bound by and accept the terms and conditions of this Warranty. Festival Turf will honor and is bound by only those Warranties set forth in this Warranty. Receipt of full payment for the product is a condition precedent to the operation and effect of this Warranty.

This Warranty applies only to the original purchaser and cannot be transferred.

Festival Turf carries a 5-year limited Warranty against manufacturer's defects, such as improper molding, sizing or premature cracking, which may render the product unserviceable due to strength loss from normal usage and exposure conditions, including sunlight and mildew. This Warranty does not include labor costs associated with installing the replacement Festival Turf artificial ivy product. Festival Turf also Warrants its products against ultraviolet degradation for the duration of the Warranty period. For the purpose of this Warranty, a product shall be deemed to have failed and will be covered under this Warranty if there is a color loss in excess of 50% due to ultraviolet degradation.

This Warranty does NOT cover damage from improper care and cleaning, misuse, abuse, or improper installation, which includes, but is not limited to, the following:

- Damage to the artificial ivy product caused by landscaping or gardening equipment, corrosive substances or other chemicals, high pressure or high mineral content water sprayers or sprinklers.
- Damage to the product by acts of God or uncontrollable natural forces, including hurricanes, tornadoes, high winds, sandstorms, flooding, etc.
- · Damage to the product by pets, animals, vandalism, or other sources not related to the initial manufacturing.
- Damage caused by plants or vegetation of any sort growing directly upon or in contact with any portion of the product, as well as sap from adjacent trees.
- Improper or non-approved installation, which has involved the use of non-recommended parts and accessories, improper placement of attachment accessories through the product, or anywhere other than through the designated attachment points.
- Warping, distortion or product failure due to an external heat source, including, but not limited to, barbeque grills, fire, or reflection from windows, doors or other objects.

The above conditions or actions shall void this Warranty.

This Warranty assures the original purchaser the redemption of the product through replacement or repair to customer satisfaction, or issuance of a prorated credit. The choice of redemption method is solely at the discretion of Festival Turf.

Under the conditions of this Warranty, notice of failure shall be forwarded to Festival Turf together with proof of purchase, comprehensive explanation of the nature of the defect or failure, when it was first observed, and photographs of current site conditions.

At its sole discretion, Festival Turf may require the return of the product to determine cause of failure. Any required shipment of this returned product will be paid by customer. Festival Turf reserves the right to inspect the material to determine the validity of any claim.

Upon acceptance of the claim, the replacement or issuance of prorated credit shall be made to the original purchaser for a period of one (1) year from the original purchase date.

The above constitutes the complete warranty by Festival Turf. No other agreement, written or implied, is valid. Festival Turf does not authorize any other person or agent to make other express warranties, and neither assumes nor authorizes any person or agent to assume other liability in connection with Festival Turf

Claims must be emailed to: info@festivalturf.com