

Artificial Turf Supply

Artificial Turf Supply Limited Warranty

Artificial Turf Supply, LLC. ("ATS") endeavors to use the highest quality materials and the latest manufacturing techniques in the production of its artificial turf. The term "artificial turf" as used herein, applies only to artificial turf purchased from ATS.

ATS warrants its artificial turf products against defects in materials or workmanship, resulting in premature wear, during ordinary and normal use of the product(s) within EIGHT (8) YEARS, from the date of manufacture.

Artificial turf is considered a consumable product; therefore, this limited warranty excludes wear and tear. Normal wear and tear, including matted down blades is not a manufacturing defect and therefore is not covered by this limited warranty. Slight color changes will occur over the lifetime of artificial turf and are not covered by this limited warranty.

This limited warranty shall not cover any defect, failure or damage in or to the artificial turf, which is:

- (a) subject to or caused by abuse, misuse, negligence;
- (b) the result of improper installation, maintenance, repairs, alterations or replacements;
- (c) damaged, directly or indirectly, including, but not limited to, and/or on account of, accident, vandalism, machinery, inappropriate footwear (spiked shoes), animals, misuse, fire, tobacco products, flood, chemical reactions, the use of dry cleaning fluids or improper cleaning methods, acts of God, static or dynamic loads exceeding the manufacturers specifications at time of installation, improper installation, improper or faulty subsurface preparation, and the failure of the subsurface after the installation including settling of the surface;
- (d) damage caused by sun magnification and melting or matting from reflection.

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 ATS, and only the limited warranty expressed herein shall apply.

ATS' obligations under this limited warranty, at its sole option, are restricted to: 1) the replacement of the affected area of the artificial turf covered herein with new product of like or similar quality, without any guarantee of dye lot match or 2) issue a credit for the affected area of artificial turf covered herein equal to the cost of the artificial turf material. The credit will only be good towards the purchase of new ATS artificial turf. There will be no cash payout. ATS' liability under this limited warranty is limited to the cost of the artificial turf only.

The remedy of replacement or credit under this limited warranty shall be the sole remedy and ATS shall have no other obligations or liability in connection with any matter or thing, including, without limitation, all indirect or consequential damages, damages for personal injury, damages related to lost revenue, increased costs, down time costs, and/or additional costs involved with installation or re-installation.

ATS endeavors to handle all warranty claims promptly and professionally, conditioned on the customers' account being in good standing at time of claim. It is agreed that all claims made under the foregoing limited warranty shall be invalid and null and void unless made in writing, including email, with photos, submitted within thirty (30) days of a covered issue becoming evident. This limited warranty is non-transferable and is extended only to the original end user with proof of purchase.



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