

shawgrass®

— 10 YEAR —

Limited Warranty

for Residential Landscape Turf

Shaw Industries, Inc. (Shawgrass) warrants to the original purchaser (“Purchaser”) of the turf that for ten (10) years from the date of synthetic turf installation, the turf, when installed and maintained as recommended by the yarn & turf manufacturer, will retain at least 50% of its pile fiber. If any area or portion of the turf substantially changes, as distinguished from a change in texture, or if pile tuft lengths decrease 50% or more within ten years after its initial installation, Shawgrass will have all such areas or portions replaced with new turf of equivalent quality, excluding installation costs. Shawgrass also warrants that at the time of the initial turf installation, the synthetic turf will be free of manufacturing defects. Slight color (ie fading) changes will occur over the lifetime of this turf / carpet and is not considered an issue or basis for claim. All labor cost involved with the removal of the affected turf (including infill) and reinstallation of the replacement turf will be the responsibility of the purchaser.

Subject to the following limitations:

General provisions of this limited warranty apply only to the wear of the turf 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 to damage resulting from when the turf is not professionally installed by an approved installer. This limited warranty does not apply to installations on stairways or other uneven surfaces. Damage resulting from Purchaser’s failure to properly maintain the turf will not be covered under this warranty.

All turf material should be inspected prior to installation for any visible defect. If found defective, turf should not be cut / or installed. If defective turf is installed, the limited warranty does not apply. **Contact Shaw customer service or sales rep for consultation if questions arise as a result of a found defect prior to installation.** Slight shade variation (streaking) is normal and is not considered a defect. This limited warranty does not apply to the state of Arizona due to the extreme hot weather conditions. Shawgrass warrants turf products for a period of 4 years for all products sold and installed in Arizona.

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 mill invoice price of the turf.

If dissatisfied, the owner must submit notice of all claims under this warranty to Shawgrass within ten (10) years from the date of turf installation.

Limitations on Coverage

This warranty does not apply (1) if the product is used for any application other than those approved by Shawgrass (2) to any damage caused during or on account of improper installation or repairs, (3) to the extent that any defect or damage is caused by:

- a. Burns, cuts, accidents, vandalism, abuse, negligence, or neglect
- b. Improper design or failure of the sub-base of any application including but not limited too; golf greens, courts, landscape or recreation.
- c. Wear or abrasion caused by inadequate sub-base
- d. Turf installed for contact sports field i.e. football, soccer, lacrosse, etc
- e. Wear or abrasion under swing sets, slides, and other high friction play equipment



- f. Turf exposed to abusive wear from abrasion or from pivot points when using inappropriate foot wear i.e. ski boots, metal cleats, hard plastic cleats, metal golf spikes, or sports equipment
- g. Wear due to lack of infill/no infill, or improper/ unapproved infill material (ie angular sand)
- h. Movement of product due to lack of infill
- i. Use of infill products on sloped areas.
- j. Failure to maintain infill products at the correct level (per FIFA accredited test institutes)
- k. Use of inappropriate footwear or sports equipment
- l. The playing surface being used other than for the purpose for which it was designed and installed
- m. Use of improper cleaning agents, chemicals, herbicides, pesticides, and maintenance methods not recommended by Shawgrass
- n. Use of improper cleaning methods
- o. Any harmful chemical reaction to the product caused by infill materials
- p. Acts of God or other conditions beyond the reasonable control of Shawgrass
- q. Post fibrillation after or during installation for purposes other than to get infill materials in place
- r. Failure to properly maintain, protect or repair the products or turf
- s. Packing, matting, or roll crush marks are inherent characteristics of turf / carpet manufactured using polypropylene/olefin and nylon fibers.
- t. Damage that occurs during the shipping/transportation process. All shipping claims must be filed against the truck line in question.
- u. Damage caused by reflection (melting) or other flammable materials

All synthetic turf is subject to normal wear and tear. Normal wear and tear is not a manufacturing defect and is not covered by this warranty.

Remedy

If a product fails to perform as warranted during the warranty period, Shawgrass will provide replacement product, F.O.B. Mill, for the product determined by Shawgrass or a Shawgrass representative not to comply with the stated warranty, allowing the purchase price for the replacement product prorated for the number of months remaining in the unexpired warranty period. Purchaser shall be responsible for paying the portion of the purchase price for the replacement product not allowed by Shawgrass. Shawgrass shall not be responsible for removal of the defective turf or installation of the new.

Limitations on Liability

In no event shall Shawgrass be liable, whether on contract or in tort or under any other legal theory, for lost profits or revenues, loss of use or similar economic loss, or for indirect special, incidental, consequential, punitive or similar damages arising out of or in connection with the use, condition, possession, performance, maintenance, non-delivery or late delivery of the products, even if Shawgrass has been advised of the possibility of such damages.

Shawgrass shall not be responsible for any costs or expenses incurred by Purchaser or others with respect to any tests, inspections, or consultations conducted by Purchaser or others. Claims must be submitted within 30 days after discovery of the alleged defect. 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 Shawgrass 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 Shawgrass of such defects, shortages, or non-conformities in writing within 30 days after the date of delivery.



Assignment

Purchaser may not transfer, convey, or otherwise assign all or any of its rights under this warranty.

Claims Procedure:

Claims must be signed and submitted in writing and delivered to:

Shawgrass

185 South Industrial BLVD.

Calhoun, Georgia 30701

Email: info@shawgrass.com

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

PLEASE NOTE - The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.