

Commercial Playground Limited Warranty for Playsafe 40 Turf

The following is the Commercial Playground Limited Warranty issued by Shaw Industries, Inc. ("Shaw") for our Playsafe 40 Turf made with poly-ethylene sports performance fibers, and coated with a polyurethane unitary backing system.

This Commercial Playground warranty begins when the turf is purchased. **The turf must be installed in accordance with Shaw Industries installation guidelines and specifications.** The turf must be maintained in accordance with Shaw Industries maintenance (turf care) recommendations and such maintenance continues throughout the duration of the original installation.

This Warranty is further limited to the period of time the turf is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original authorized Shaw dealer invoice. Damage resulting from the failure to follow these instructions will not be covered under this warranty.

Installation guidelines and specifications along with turf care recommendations can be obtained from your dealer or from The Shaw Information Center at 1-800-441-7429.

Ten year limited warranty coverage:

Fiber – Fiber Degradation - Shaw warrants that the **Playsafe 40 Turf**, when installed and maintained as recommended by Shaw Industries for proper outdoor use, will not display ultraviolet (UV) degradation, resulting in fiber deterioration or loss.

(Failure is defined as the loss of 25 % of the tufted products based on the original weight of the products at the time of manufacturing per test method ASTM D 5848).

Actual degradation will cause a deterioration of the yarn and loss of pile as a result. Failure does not include a decrease in pile height of the face yarn from the original pile height as a result of surface compression due to normal wear.

Five year limited warranty coverage:

Backing - Tuft Bind - Shaw warrants that our **Playsafe 40 Turf**, when installed and maintained as recommended by Shaw Industries, under normal use, will meet industry standards for tuft bind.

Backing - Integrity/Delamination - Shaw warrants that our **Playsafe 40 Turf**, when installed and maintained as recommended by Shaw Industries, under normal use, will not delaminate from the face of the turf.

Note: The construction, fiber and backing system used in these products are designed and engineered for use when installed in playground and general play area applications.

What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your Shawgrass representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

Shaw Industries will designate a representative to inspect the Turf and evaluate the warranty claim.

What Shaw Industries will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected turf or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, and the like, that were installed over the turf will be at the consumer's expense.

What conditions apply to Shaw Industries Commercial limited Warranty of Playsafe 40 Turf:

This commercial playground warranty specifically excludes:

- a) Turf not installed in accordance with Shaw installation guidelines.
- b) General soiling, discoloration and appearance change due to flattening of pile or pattern due to pile distortion.
- c) Staining or fading from exposure to substances or contaminants which degrade or destroy the face fiber or the color of the turf.
- d) Turf installed on stairs/landings or in areas subject to abnormal use.
- e) Turf exposed to abusive wear from abrasion or from pivot points when using inappropriate foot wears i.e. ski boots, metal cleats, hard plastic cleats, metal golf spikes, or sports equipment.
- f) Turf installed in inappropriate applications. i.e. under playground such as swings, slide landing areas or other high friction play equipment, unless rubber mats are placed over the Playsafe 50 Turf and under all swings, slide exits and around all "merry go round" type structures and other high friction play equipment.
- g) Turf installed where standing water, floods and/or flooding conditions exist.
- h) Turf installed on contact sports fields I.E. football, soccer, lacrosse, etc., unless these fields are designed for general purpose recreational play. Example: There is a big difference between a general recreation play area where elementary school kids play soccer during recess and a regulation soccer field that hosts high school, college and professional team competitions.
- i) Burns, cuts, accidents, vandalism, abuse, negligence or neglect.
- j) Improper design or failure of the base or sub-base of the landscape.
- k) Wear or abrasion caused by inadequate base or sub-base.
- l) Wear or movement of product due to lack of infill on infilled products.
- m) Use of improper infill products.
- n) Use of improper cleaning agents, pesticides, herbicides, or chemicals, and maintenance methods not recommended by Shaw.
- o) Failure to properly maintain, protect or repair the turf.
- p) Damage caused by reflection (melting) or other flammable materials.
- q) As with any manufactured flooring product, there can be occasional slight differences in color between "dye lots". Shaw cannot be responsible for any color shading differences between different rolls of turf.

Please note - The warranty is not transferable. It extends only to the original 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.

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