

Manufacturer's Limited Warranty

FieldTurf warrants that if FieldTurf (Product) for multi-sport use synthetic turf proves to be defective in material or installation workmanship, resulting in premature wear during normal and ordinary use of the Product for the sporting activities set out below or for any other uses for which FieldTurf gives its written authorization, within **8 years from the date of completion of installation**. FieldTurf's sole liability under this warranty shall be limited to either repair or replacement of affected area of the product, at its sole discretion, and FieldTurf shall have no other obligations or liabilities with respect to defects of the product. FieldTurf will, at FieldTurf's option, either repair or replace the affected area to the extent required to meet the warranty period (but no cash refunds will be made). The warranty shall commence upon the date of substantial completion. The accompanying warranty service shall not come into effect unless and until the Certificate of Completion is sent for validation to the head office of FieldTurf indicated below within 30 days of installation or customer use, whichever occurs first. In all cases the resulting warranty shall have commenced upon the date of substantial completion. The acceptance form of the terms and conditions contained in the Maintenance Guidelines must also be provided within 30 days of installation. This warranty is limited to the remedies of repair or replacement, which shall constitute the exclusive remedies available under this warranty, and all other remedies or recourses which might otherwise be available are hereby waived by the Buyer. FieldTurf will have no other obligations or liability for damages arising out of or in connection with the use or performance of the product including but without limitation, damages for personal injury or economic losses.

Field Markings: TBD

Other Exclusions

EXCEPT AS EXPRESSLY SET FORTH IN MANUFACTURER'S LIMITED WARRANTY ABOVE, MANUFACTURER DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THIS WARRANTY SHALL BECOME NULL AND VOID IF BUYER FAILS TO MAINTAIN THE FIELD IN ACCORDANCE WITH THE MAINTENANCE SCHEDULE PROVIDED BY FIELDTURF. ALL MAINTENANCE SHALL BE PERFORMED BY FIELDTURF AUTHORIZED MAINTENANCE PERSONEL ONLY.

Furthermore, this Manufacturer's Limited Warranty **does not cover**:

1. Damage resulting from accident, force majeure, misuse, intentional and unintentional abuse, infill displacement, and neglect or from other than normal and ordinary use of the Product. Normal and ordinary use is considered as usage up to 3,000 hours per year of regular play and utilization for the sporting activities set out in the warranty. **Buyer shall produce such log at FieldTurf's request**. Normal play and ordinary use includes a reasonable number of users or participants and **does not include repetitive marching, repetitive training or high-intensity drills on the same part of the field**, in particular to, but not limited to white or yellow lines, goal areas, and sideline areas, or the area around the bases, home plate and pitcher's mound.

This warranty is insured by a third party.

For more information please contact Customer Service at FieldTurf at the number listed below.
7445 Cote-de-Liesse, Suite 200, Montreal, Quebec, Canada, H4P 2L7 Toll Free: 1-800-724-2969



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2. Damage resulting from failure to maintain the Product in accordance with the maintenance and use instructions provided to the buyer. Buyer shall keep a log of all maintenance performed on the surface and supply FieldTurf with a copy upon request.
3. Damage resulting from repair, attempted repair or maintenance by anyone other than FieldTurf or an authorized distributor or authorized FieldTurf Maintainer.
4. Damage due to causes which include but are not limited to the application of chemicals or cleaning agents, adhesive backing, dirt, traffic, normal matting, negligence, vandalism, fire, flood, windstorm, animals and improper care.
5. Failure or improper design of the base. Depression of the soil or matter upon which the base or product rests.
6. FieldTurf does not warrant the percolation rate, long term planarity or compaction of the base which the product is installed. FieldTurf disclaims all warranties as to the base.
7. Use of improper footwear such as long spiked track shoes, regular use of steel cleats, and flat sole shoes. Standard soccer or football cleats are recommended.

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. In addition to the factors listed above, wear and tear depends on without limitation, the construction of synthetic turf (fibre face weight, stitch rate, fibre pile height and gauge) and the intensity of use of the synthetic turf. The product will be stable to light fading with the maximum fading of the product during the warranty period not to exceed 15% of color loss based upon an acceptable grey scale. This warranty does not cover slight variations or gradations of color within the product or face distortion. Normal behavior of the fiber and infill respective to the wear pattern of a field can be found in the "Field Settling" document, provided in the After Sales service package.

We disclaim liability for incidental and consequential damages for breach of any express or implied warranty, including any implied warranty of merchantability, with respect to the Product. In the event that the Product is used for purposes other than the specific sporting activities set out herein or any other uses for which FieldTurf gives its written authorization, it being understood that FieldTurf has tested the Product for use in connection with these sporting activities and may not have tested it for other uses, FieldTurf shall not be responsible for any and all damages incurred and the Manufacturer's Limited Warranty as well as all legal warranties shall become null and void. Any product repairs or replacements performed under the terms of this guarantee shall not lead to any extension whatsoever of the guarantee.

Name of purchaser:	<input type="text"/>		
Date of completion:	<input type="text"/>	Sporting Activities:	<input type="text" value="Multi Sport Use"/>
Location:	<input type="text"/>	Installed by:	<input type="text" value="FieldTurf USA"/>
Address:	<input type="text"/>	City:	<input type="text"/>
State:	<input type="text"/>	Zip:	<input type="text"/>
Tel:	<input type="text"/>	Fax:	<input type="text"/>
Signature:	<input type="text"/>	(Please Print Name)	<input type="text" value="Darren Gill"/>
Date:	<input type="text" value="February 12<sup>th</sup>, 2014"/>	Reference:	<input type="text" value="0000"/>

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