

LIMONTA SPORT USA SYNTHETIC TURF SYSTEM- LIMITED WARRANTY

Limonta Sport USA, Ltd. will warrant the Limonta Sport Synthetic Turf System (hereinafter referred to as LS Turf System) against defects in material, workmanship and installation to include, but not limited to premature wear, excessive fiber loss, excessive compaction, excessive loss of infill material, increase of Gmax above 125, UV breakdown and seam failure (collectively, "Excessive Loss") for a full term of **8 years** and subject to **the following exclusions** and stipulations:

- Gradual, slight degradation, luster reduction or uniform changes in color shading caused by ordinary wear or by exposure to sunlight and/or weather. Concentrated wear in high stress areas such as the goal areas, penalty areas, etc. that does not constitute Excessive Loss is normal and is not covered by this warranty.
- Changes in color shading due to variations in texture of the turf fibers resulting from matting, compression, traffic patterns or soiling. Slight color variations between samples and/or printed illustrations and the installed material are also not covered by this warranty.
- This Limited 8 Year Warranty is implied for all Limonta Sport Infill products; organic InfillPro Geo and InfillPro TP for performance, safety and lack of degradation in conformance of Industry standards & verified by ASTM tests.
- Damage resulting by **improper maintenance as outlined in the Limonta Sport "Maintenance Procedure Manual"**, acts of God, unforeseen accidents, abuse, deliberate acts of vandalism and its use for any purpose for which the surface and infrastructure was not designed for. It is acknowledged by Limonta Sport USA that the LS Turf System will be used for sports such as soccer, baseball, lacrosse and similar, marching band, summer camps, physical education classes, and general recreation-games and practices, and that these uses are purposes for which the surface and infrastructure has been designed to support. **Specifically excluded from this warranty are any damages to the LS Turf System resulting from improper cleaning, vegetation growth, improper care and maintenance of the infill system**, application of high static loads, transit of vehicles on field equipped with studded or similar tires, transit of vehicles on field exceeding the specific weight bearing capacity of the infrastructure, reckless operation of vehicles, contact with corrosive and/or staining chemical agents and/or contaminated water, contact with fire, improper procedures for snow removal as well as any cuts, gouges, and punctures caused by sharp objects such as metal cleats and spikes.
- The foregoing warranty does not cover the LS Turf System against any damage caused by faulty construction and/or performance of the infrastructure and/or adjacent structures. Specifically excluded from this warranty is any damage to the LS Turf System caused by shifting, cohesive failure, separation, settling or deformation of the sub-base; provided, however, that Limonta Sport USA is responsible for inspecting and certifying the sub-base and e-layer prior to install of the LS Turf System, and damage to the LS Turf System caused by the negligence of Limonta Sport USA in certifying such sub-base and/or e-layer shall be covered by the terms of this warranty.
- **This warranty shall be void if the surfacing system is repaired or replaced by anyone not authorized by Limonta Sport USA, Ltd. to perform such work.**
- Third Party Warranty Insurance is available upon request and issued separately as an option for an additional fee. It is not to be implied that it is included as part of this Limited Manufacturer's Warranty. Purchase of Third Party Warranty Insurance does not alter the warranty obligations of Limonta Sport USA under this Limited Manufacturer's Warranty.

LS USA- LIMITED WARRANTY

- To the extent that the manufacturer of any part of the LS Turf System or any subcontractor to Limonta Sport USA provides a separate warranty, Limonta Sport USA, in addition to its separate warranties and obligations provided herein, will pass through or assign to Owner all rights Limonta Sport USA obtains from such manufacturer(s) of such products or subcontractors (including warranty and indemnification rights).

The sole and exclusive remedy due to a breach of this warranty shall be expressly limited to repair or replacement of any area of surface defective in manufacture, workmanship or installation with new material and with without charge to Owner, and expressly excludes consequential or liquidated damages including, but not limited to: lost sales, injury to property, personal injury or any other damages.

If any claims do arise; the warranty holder must provide Limonta Sport USA Ltd. with written notice within thirty (30) days of the discovery of any defect and supply the details, including photos with copies of the use and maintenance logs specific to the area of the defect in material, workmanship or installation. After notification, an authorized Limonta Sport USA representative will inspect and verify the alleged defect within 30 days in the Continental United States. If any part of the LS Turf System is deemed and verified to be defective, Limonta Sport USA will arrange for repair or replacement with new material of the defective surface and make every effort to match production standard color if replacement of the turf product is required. Although every effort to match the color of the replacement product will be made, Limonta Sport USA cannot guarantee exact color shading.

This warranty is in lieu of all warranties expressed or implied, including, but not limited to any warranty of merchantability or fitness for a particular purpose and of any other obligations on the part of Limonta Sport USA. This warranty constitutes the only warranty made by Limonta Sport USA and is a complete and exclusive statement of its obligation. Limonta Sport USA makes no further representations, expressed or implied, that are not specified herein. Any and all representations, promises, warranties or statements by Limonta Sport USA or its employees that differ in any manner from the terms of this written warranty, shall be of no force or effect. No representative, agent or employee of Limonta Sport USA, or any affiliated or non-affiliated company, is authorized to assume or refute any additional liability or responsibility on behalf of Limonta Sport USA or make any representation unilaterally on behalf of this implied Limited 8 (eight) year Warranty without the written permission of a Limonta Sport, Ltd. Principal or Managing Director.

All accounts must be paid in full (subject to the right of Owner to withhold a balance payment in good faith to ensure completion of the install) to initiate the terms of this Warranty. The warranty period begins when the field is completed and put in use; delays of 30 (thirty) days or more not a direct result of the turf materials or installation and which delay the final payment shall not toll the running of the warranty period.

Project Name:

Date of Completion: / /

Project Owner:

Authorization by Limonta Sport USA, Ltd.:

Project location:

By:

Witness: