

TuFFGrass

TuFFGrass, Inc 10 Year Limited Artificial Grass PRODUCT Warranty

TuFFGrass, Inc. (TuFFGrass) endeavors to use the highest quality materials and state-of-the-art manufacturing techniques in the production of our branded artificial grass styles. From looming to final coatings, our artificial grass style options are manufactured in the USA; in Dalton, Calhoun and Chatsworth, Georgia. Our yarn is extruded in the USA of lead-free dual-toned polyolefin yarns; chosen for their strength, UV stabilization, realistic color, shape and low gloss natural look. All TuFFGrass artificial grass styles meet or exceed ASTM standard test tolerances for backing stability, abrasion resistance, safety, durability, and flame-resistance while exceeding the specifications of lead-free content required by California's Clean Water Act (Prop 65).

TuFFGrass guarantees the artificial grass style you have selected against defects in workmanship, performed by our manufacturer, for a period of 10 (ten) years.

The term "artificial grass", as used herein, shall refer to artificial grass products and installation services provided by TuFFGrass. The guarantee shall not cover any defects, failure or damage in or to the artificial grass installation which is subject to or exposed to:

- (a) abuse, misuse or neglect
- (b) being installed, repaired, altered, or replaced by any person other than a representative of TuFFGrass
- (c) being damaged, directly or indirectly, including but not limited to, on account of, accident, vandalism, machinery, spiked or flat shoes, animals, highly heated items which may cause melting, open fire, flood, window reflections, chemical reactions, static, or acts of God.
- (d) sub-surface areas have been "disturbed", excavated, or reworked within three (3) years; where established trees and stumps or areas of deep rooted bushes, or bermuda-like grasses have been removed that may cause sub-surface preparation failure including, but not limited to, surface settling, and/or encroachment of invasive grasses or rodents.
- (e) exposure to light, other than natural sunlight or generally acceptable consumer artificial indoor/outdoor lighting.

Artificial grass is considered a consumable product and therefore does not carry a guarantee for wear and tear.

This guarantee is expressly in lieu of all conditions and warranties expressed or implied in fact, or by law or otherwise, including without limitation, any implied conditions or warranties as to merchantability or fitness for a specific purpose. No person or party is authorized to create any obligation or liability for TuFFGrass and only the guarantee expressed herein shall apply.

TuFFGrass's obligation under this guarantee are restricted to the repair or, at its sole option, of all or the affected parts covered herein. TuFFGrass's liability under this warranty is limited to the material value of the item to be repaired or replaced. Labor is not included.

TuFFGrass endeavors to handle all warranty claims promptly and professionally under the condition that the customer's warranty period is within the stated time period and their account is in good standing at time of claim.

It is agreed that all claims by customer made under the foregoing guarantee shall be invalid and null and void unless made in writing to TuFFGrass within 10 (ten) years from date of job completion and within thirty (30) days of learning of the cause giving rise to the claim.

This warranty is transferable, once, within five (5) years of the date of completion, to the next new property owner.

ISSUED TO: _____

PROJECT ADDRESS: _____

PROJECT COMPLETION DATE: _____ EXPIRE DATE: _____

TOTAL SF OF ARTIFICIAL GRASS SURFACES: _____ STYLE: _____