

APX TURF

APX Turf Limited Warranty

APX Turf, LLC. ("APX") endeavors to use the highest quality materials and the latest manufacturing techniques in the production of its artificial turf. The term "artificial turf" as used herein, applies only to artificial turf purchased from APX.

APX warrants its artificial turf products against defects in materials or workmanship during ordinary and normal use of the product(s) within FIFTEEN (15) YEARS, from the date of purchase. APX's limited warranty proration coverage schedule for Residential Applications is as follows: Years 1-8 (100%), Years 9-12 (50%), Years 13-15 (25%). APX's limited warranty proration coverage schedule for Commercial Applications is as follows: Years 1-8 (100%), Years 9-10 (50%), Years 11-15 (15%).

APX's obligations under this limited warranty, at its sole option, are restricted to: 1) the replacement of the affected area of the artificial turf covered herein with new artificial turf of like or similar quality, without any guarantee of dye lot match or 2) issue a credit for the affected area of artificial turf covered herein equal to the cost of the artificial turf material purchased and in accordance with the proration schedule above. The credit will only be good towards the purchase of new APX artificial turf. There will be no cash payout. Artificial turf purchases more than 5 years old will only receive a credit toward the purchase of new APX artificial turf in accordance with the proration schedule and terms above. APX'S liability under this limited warranty is limited to the cost of the artificial turf only.

The remedy of replacement or credit under this limited warranty shall be the sole remedy and APX shall have no other obligations or liability in connection with any matter or thing, including, without limitation, all indirect or consequential damages, damages for personal injury, damages related to lost revenue, increased costs, down time costs, shipping costs, and/or additional costs involved with installation, installation supplies, infill, or re-installation.

Artificial turf is considered a consumable product; therefore, this limited warranty excludes wear and tear. Normal wear and tear, including matted down turf fibers, is not a manufacturing defect and therefore is not covered by this limited warranty. Matting of any kind, for any reason, is not covered. Slight color changes will occur over the lifetime of artificial turf and are not covered by this limited warranty.

This limited warranty shall not cover any defect, failure, or damage in or to the artificial turf, which is:

- (a) subject to or caused by abuse, misuse, negligence;
- (b) the result of improper installation, maintenance, repairs, alterations or replacements;
- (c) damaged, directly or indirectly, including, but not limited to, and/or on account of, accident, vandalism, machinery, vehicles, inappropriate footwear (spiked shoes), animals, misuse, fire, tobacco products, flood, chemical reactions, calcium build up, the use of dry cleaning fluids or improper cleaning methods, acts of God, static or dynamic loads exceeding the manufacturers specifications at time of installation, improper installation, improper drainage, improper or faulty subsurface preparation, and the failure of the subsurface after the installation including settling of the surface;
- (d) visual lines caused by variation of the color of yarns and manufactured tufted stitch lines;
- (e) damage caused by sun magnification and melting or matting from reflection, such reflection sources include, but are not limited to; windows, vinyl fences, metal blocks, concrete/stucco walls, cars, etc.

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

APX endeavors to handle all warranty claims promptly and professionally, conditioned on the customers' account being in good standing at time of claim. It is agreed that all claims made under the foregoing limited warranty shall be invalid and null and void unless made in writing, including email, with photos, submitted within thirty (30) days of a covered issue becoming evident. This limited warranty is non-transferable and is extended only to the original end user with proof of purchase.

