

ALWAYS GREEN TURF 

Limited Lifetime Warranty

Always Green Synthetic Grass, Inc., d/b/a Always Green Turf ("AGT"), stands by its synthetic grass landscape products with this Limited Lifetime Warranty ("Warranty"). This Warranty runs concurrently, and in addition to, any warranty provided by Synthetic Grass Warehouse, Inc.

- 1. Warranty:** Subject to the exclusions expressly set forth below, AGT warrants that its synthetic grass landscape products will be free from defects in materials and workmanship resulting in significant fiber fading or degradation for thirty (30) years after the installation date ("Product Warranty"). For the purpose of this Warranty, "significant fiber fading or degradation" means a reduction in the original tensile strength of the product by more than fifty percent or a loss of more than fifty percent of the product's original weight. AGT further warrants that all labor and work performed will be free from defects due to defective workmanship for ten (10) years after the installation date ("Labor Warranty"). The Product Warranty only applies to synthetic grass products that have been purchased from AGT and installed by AGT. The Labor Warranty applies to synthetic grass landscape products and other hardscape products (e.g., pavers and retaining walls). This Warranty does not cover irrigation plumbing or plants.
- 2. Remedy:** For any warranty claim not excluded by Section 6 below, the remedy for such claim is for AGT provide a replacement product of equal or similar construction, style, and value, at a discount corresponding to the prorated value of the affected portion of the warranted product, in a volume sufficient to replace the affected portion. The prorated value of the product shall be: (a) 100% for years 1–8; (b) 50% for years 9–12; and (c) 25% for years 13–15; (d) 12.5% for years 16–30. Replacement of a product does not renew the warranty period. Any removal or replacement must be performed by AGT. The customer shall compensate AGT for any and all labor costs incurred removing or replacing a covered product.
- 3. Warranty Effectiveness:** The Product Warranty portion of this Warranty expires thirty (30) years from the date of the installation date of your synthetic grass landscape product. The Labor Warranty portion of this Warranty expires ten (10) years from the date of the installation date of your synthetic grass landscape product or other hardscape products.
- 4. Submitting a Claim.** Any claim under this Warranty must be submitted in writing to AGT through its website: www.alwaysgreenturfaz.com/claim. Warranty claims shall be submitted no later than three (3) months after the date the customer knows, or reasonably should know, of the claim. AGT agrees to perform all repairs required by this Warranty within a reasonable time after receiving proper notice. If AGT makes a repair at the customer's request and the repair is excluded from the Warranty, AGT may charge the customer standard repair charges.
- 5. Customer Waiver:** The customer acknowledges that controlling weed growth is part of lawn maintenance. AGT has taken preventive measures to limit the growth of weeds but total eradication of weeds is not realistic. Proper maintenance may help reduce weeds from interfering with the integrity of synthetic grass landscape products, including weed growth that may occur around the edges of the turf. It may be necessary to manually pull weeds on a consistent basis to control growth. The customer acknowledges that AGT shall bear no responsibility for weed infestation or any damage caused by weeds.

6. Other Exclusions: This Warranty is subject to the following exclusions:

a. Any coverage under this Warranty shall be excluded when the affected products are damaged by: improper maintenance (e.g., aeration or heavy raking) or lack of basic maintenance and reasonable upkeep; matting, modest fading, and other normal results of product aging; application of chemicals such as insecticides, herbicides, or fertilizers; mineral build up from exposure to hard water; excessive or unusual wear and tear from humans, pets, pet waste (urine and/or feces), tools, vehicles, footwear (e.g., metal cleats), tobacco products, or regular sports play; vandalism; fiber shrinkage or melting due to exposure to reflected light from low-e glass or any other reflective object; damage cause by flammable materials; and/or accidents, misuse, abuse, neglect, fire, floods, water submersion, vandalism, animal or pest damage, or acts of God.

b. This Warranty does not include damage from repair, or attempted repair, by anyone other than AGT.

c. Slight color changes may occur over the lifetime of the synthetic turf product and are not considered a basis for a claim under this Warranty.

d. This Warranty does not cover removal and reinstallation labor costs of the affected area of the synthetic grass, in addition to any additional materials required other than the synthetic turf product. These additional costs are the responsibility of the purchaser.

e. This Warranty expressly excludes putting greens and putting green-related products.

f. This Warranty excludes any "settling" that may occur as a result of work completed by others, including, but not limited to, drain work, tree removal, pool filling, trampolines, and any other activity that may compromise the integrity of synthetic grass landscape products.

g. This Warranty excludes any structural defects or code violations that predate the installation date.

h. This Warranty excludes any drainage issues caused by moisture or humidity.

i. This Warranty does not obligate AGT to repair, re-grade, install any hard base, decorate, redecorate, or restore, surrounding landscape unless compensated for doing so.

j. AGT bears no responsibility for any damage caused by a third party, including, but not limited to, damage resulting from repair or attempted repair.

7. DISCLAIMER OF OTHER WARRANTIES AND DAMAGES. AGT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AGT ALSO DISCLAIMS LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. AGT'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE AMOUNTS RECEIVED BY AGT FOR SERVICES RENDERED UNDER THE UNDERLYING SALES CONTRACT.

8. Non-transferrable. This Warranty is non-transferrable without prior written consent of AGT. Any such transfer or assignment without prior written consent shall be null and void and of no force and effect. This Warranty is only extended to the original purchaser.

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This document contains the entire Warranty for this product and amounts to the entire agreement between AGT and the customer.

This Warranty supersedes and cancels all other and former agreements, conversations, and understandings between AGT and the customer. The exclusive venue for any dispute arising out of this Warranty shall be the state and federal courts located in Maricopa County, Arizona. In the event any dispute arises out of or relates to this Warranty, the prevailing party in any litigation or arbitration shall be entitled to reasonable attorney's fees and costs.