



## FIFTEEN YEAR LIMITED WARRANTY (Effective Date: January 1, 2018)

**American Syn-Turf, (a.k.a. AST)** warrants our landscape synthetic turf for fifteen (15) years, putting green surfaces for eight (8) years and golf tee line materials for five (5) years from the date of synthetic turf purchase and maintained as recommended by AST. This limited warranty is in lieu of all other warranties, expressed, statutory, or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. AST shall not in any event be liable for any indirect, incidental, punitive, special, consequential, or other similar damages including, but not limited to, loss of profits or revenue, economic loss, or other goodwill, even if AST has been notified of the possibility of such damages. Slight color changes will occur over the lifetime of this turf and are not considered an issue or basis for a claim. All labor costs involved with the installation, removal of the affected turf and/or reinstallation of any replacement will be the responsibility of the purchaser.

### **Subject to the following limitations:**

General provisions of this limited warranty apply to the wear and tear of the turf products with regard to ultraviolet degradation, and do not apply to damage incurred during installation, improper underlay, pile crushing, willful or negligent abuses, or damage by machinery or equipment, nor does it apply when the turf product is not installed by a professional installer. AST does not warranty a loss of more than 5% per year of the turf material strength due to ultraviolet degradation. The strain rate and deformation rate increase significantly when the material is subject to continuous extreme heat (over 90 degrees Fahrenheit) and turf products will not be warranted. AST holds the right to look at temperature history reports to determine if the material has been exposed to consistent extreme heat over a period of 96 hours or more.

This limited warranty does not apply to the state of Arizona due to the extreme hot weather conditions. AST only warrants turf products for a period of 3 years for all products sold and installed in state of Arizona.

### **Remedy:**

In the event of warranty issues covered by this Limited Warranty, AST will either (a) replace the effected portion of the turf product with new product of the same type or other product with same quality or (b) AST may elect to issue a credit instead of replacement or repair, which credit shall only be to the affected areas of the turf product. Replacement of the affected areas is for the turf product only, excluding any and all costs associated with the installation and infill, including but not limited to installation supplies, inconvenience, labor charges, etc. The Expressed Limited Warranty excludes all implied warranties, and said manufacturer shall in no event be liable for a breach of warranty in any amount exceeding the invoice price of the turf products purchased.

### **Limitations on Coverage:**

This warranty does not cover:

1. Damage from accidents, vandalism, abuse and neglect.
2. Acts of God (including earthquakes, floods, hurricanes and other natural disasters).
3. Use of chemicals and improper cleaning methods.
4. Failure to properly maintain, protect and/or repair the turf product.
5. Damage that occurs during the shipping/transportation process. All shipping claims must be filed against the freight company involved.
6. Damage caused by reflection (melting) or other flammable materials. Such reflection sources include but are not limited to: windows, vinyl fences, metal blocks, concrete/stucco walls and etc.
7. Turf product is subject to normal wear and tear. Normal wear and tear, including matted down blades is not a manufacturing defect and therefore is not covered by this warranty.
8. Visual lines caused by variation of the color of yarns and manufacturer tufted stitch lines are not considered a defect as there is no deterioration of actual yarn itself and it is a common occurrence among all tufted products.

### **Limitations on Liability:**

Purchaser must promptly inspect all products upon delivery. Anything herein to the contrary notwithstanding, to the extent that any defects, shortages, or non-conformities in the products are discoverable by inspection upon delivery of the products, all obligations of AST to purchaser with respect to such defects, shortages, and non-conformities shall be deemed satisfied, and all products shall be deemed to be free of such defects, shortages, and non-conformities, unless Purchaser notifies AST of such defects, shortages, or non-conformities in writing within 30 days after the date of purchase.

### **Assignment:**

Purchaser may not transfer, convey, or otherwise assign all or any of its rights under this warranty without prior written consent of AST. Any such transfer or assignment without prior written consent shall be null and void.

### **Claims must be signed and submitted in writing and delivered to:**

**American Syn-Turf**  
5960 Inglewood Dr., Suite 150  
Pleasanton, CA 94588, U.S.A.  
Email: [info@globalsynturf.com](mailto:info@globalsynturf.com)