

# ForeverLawn Playground Grass 10-Year Limited Warranty & Closed Loop Warranty System

Warranty not valid until registered.

The ForeverLawn® Ten-Year Limited Warranty is part of our Closed Loop Warranty System, which registers your ForeverLawn Playground Grass™ purchase and ensures premium service over the life of the product. Registration of your Playground Grass purchase connects the product with the address of installation or use and connects you, the warranty holder, directly with the warranty provider - ForeverLawn Inc.

ForeverLawn Inc. warrants that your Playground Grass product will be free from defects in materials for a period of ten (10) years from the original purchase date. Additionally, ForeverLawn Inc. warrants against excessive or premature wear (stipulated as more than 20% decrease in pile height defined by the specifications sheet) and ultraviolet degradation.

#### Transferability:

Upon registration, the warranty is connected to the address of use or installation and becomes transferable to a new owner of the property. Because the Closed Loop Warranty System links the Playground Grass purchase to an address, notification of a change in ownership is not required; however if you would like to update the owner contact information in our Closed Loop Warranty System, you can do so by e-mailing us at warranty@foreverlawn.com.

### What is not covered:

- Damage from misuse or abuse of the turf or vandalism.
- · Damage from external sources including but not limited to, flames or heat from barbeque grills or vehicle exhaust.
- Damage caused by magnified light sources including window reflection or other light magnifying or reflective objects.
- Damage or excessive wear under fast spinning equipment and or swings.
- · Normal wear and tear including but not limited to, laying down or compression of fibers, discoloration due to residue build up on the fibers.
- · Conditions arising from a change in site condition such as shifting earth or nearby structures.
- Acts of God, such as but not limited to fire, flood, and lightning damage.
- · Installation related issues.

### Installation costs and coverage:

- · ForeverLawn Inc. accepts no responsibility nor implies any warranty for installation associated with its products. Likewise, the authorized ForeverLawn dealer or installer shall not be held responsible for product defects or failures of the ForeverLawn products nor associated installation costs. ForeverLawn Inc. may replace product, but will not be held responsible for installation costs.
- · Any installation warranty and or installation cost associated with replacement of warrantied products is the sole discretion of the local dealer or installer.

### What you must do:

- Identify problem area with photographs and documentation.
- · Contact ForeverLawn Inc. via telephone (866.992.7876), e-mail (warranty@foreverlawn.com), or fax (866.212.1925) with description and documentation of issue. Include in this contact, name, contact information, and address of installation.

ForeverLawn Inc., at its discretion, will repair or provide replacement for the defective product or component at a cost to the purchaser/owner based on the following table. The "price" is the price of the defective product or component at the time the warranty claim is made, or the price of a comparable product or component if the original product or component is no longer in production.

Months After Original Purchase Date	Purchaser/Owner's Cost
0-12 months	No cost
13-24 months	No cost
25-36 months	30% of replacement price
37-48 months	40% of replacement price
49-60 months	50% of replacement price
61-72 months	60% of replacement price
73-84 months	65% of replacement price
85-96 months	70% of replacement price
97-108 months	75% of replacement price
109-120 months	80% of replacement price

## Limitations:

- · Your exclusive remedy, IN LIEU OF ALL INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING FOR NEGLIGENCE, is limited to repair or replacement of any product or component deemed to be defective under the terms and conditions stated above. ForeverLawn Inc. will bear no other damages or expenses.
- · Repair or replacement of a product or component under the terms of this limited warranty in no way lengthens the limited warranty period.

Outside the terms and conditions specifically outlined herein, ForeverLawn Inc. does not make any representations or warranties, whether written or oral, statutory, express or implied, including without limitation, any warranty of merchantability or of fitness for a particular purpose. ForeverLawn Inc. disclaims any liability for any special, incidental or consequential damages of any nature whatsoever.

