

Xerigrass 8-Year Limited Warranty and Closed Loop Warranty System

Warranty valid upon registration.

The ForeverLawn® Eight-Year Limited Warranty is part of our Closed Loop Warranty System, which registers your Xerigrass purchase and ensures premium service over the life of the product. Registration of your Xerigrass 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 Xerigrass product will be free from defects in materials for a period of eight (8) years from the original installation date. Additionally, ForeverLawn Inc. warrants against excessive or premature wear (stipulated as more than 50% 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 Xerigrass 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, abuse, 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 caused by vehicles or heavy equipment driving on the turf.
- Damage caused by excessive wear areas.
- · Normal wear and tear including, but not limited to, laying down or compression of fibers and 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.

What you must do:

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

What we will do:

- · 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 cost 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.
- · This warranty covers replacement product and re-installation of defective turf when installed by an exclusive ForeverLawn dealer.

Months After Original Purchase Date	Purchaser/Owner's Cost
0-18 months	No cost
19-30 months	30% of replacement price
31-42 months	50% of replacement price
43-54 months	60% of replacement price
55-66 months	70% of replacement price
67-78 months	80% of replacement price
79-96 months	85% 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.

