

SPORTSGRASS BY FOREVERLAWN 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 SportsGrass® by ForeverLawn® purchase and ensures premium service over the life of the product. Registration of your SportsGrass 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 SportsGrass product will be free from defects in materials for a period of eight (8) 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 SportsGrass 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 excessive wear areas such as under or around equipment.
- Damage caused by vehicles or heavy equipment driving on the turf.
- Normal wear and tear including, but not limited to, laying down or compression of fibers and discoloration due to residue buildup 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
0-36 months	No cost
37-48 months	30% of replacement price
49-60 months	50% of replacement price
61-84 months	60% of replacement price
85-108 months	70% of replacement price
109-144 months	80% of replacement price
145-180 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. This warranty is governed by the laws of the state of Ohio without regard to rules pertaining to conflicts of law. The state or federal courts for Stark County, Ohio, shall have exclusive jurisdiction over any disputes relating to this warranty.

THE FOLLOWING TERMS AND CONDITIONS WILL BE APPLIED TO YOUR FOREVERLAWN LIMITED WARRANTY WHERE APPLICABLE:

ShockPro™

ForeverLawn, Inc. warrants the structural integrity of your ShockPro™ to be free from defects and premature material breakdown for a period of eight (8) years from the original purchase date. ShockPro should not be exposed to direct sunlight for more than ten (10) days during installation; doing so will nullify the warranty. Please note that this warranty does not cover damage caused by vehicles or heavy equipment driving on the products that alter the performance of the ShockPro.

Pitcher's Mounds:

ForeverLawn, Inc. warrants the structural integrity of your Pitcher's Mound to be free from defects for a period of eight (8) years from the original purchase date. Additionally, there is a two-year warranty on the installation and premature wear of your ForeverLawn turf purchase when installed on a ForeverLawn Pitcher's Mound. Please note that this warranty does not cover damage caused by moving unanchored Pitcher's Mounds or use of metal cleats on the mound. No extended warranty beyond two (2) years is available for ForeverLawn turf installed on Pitcher's Mounds.

Months After Original Purchase Date	Purchaser/Owner's Cost
0-36 months	No cost
37-48 months	30% of replacement price
49-60 months	50% of replacement price
61-84 months	60% of replacement price
85-108 months	70% of replacement price
109-144 months	80% of replacement price
145-180 months	85% of replacement price