



MADE FOR LIVING



• ARTIFICIAL GRASS •

MADE FOR LIVING

10 YEAR PRODUCT WARRANTY

NO MOWING • NO WATERING • NO MUD

10 YEAR PRODUCT WARRANTY

| | | | | | |
|----------------|--|----------------------|----|----|----|
| Project | | Product | | | |
| Company | | Date of issue | DD | MM | YY |

The Namgrass warranty has been put in place to ensure maximum peace of mind for our purchasers and guarantees that if our products are found to be faulty we will either repair or replace the effective area. For the purposes of clarification the following aspects are covered by the warranty for the period of 10 years from date of installation.

What's included in this warranty:

- ✓ The colour of the grass fibres will not noticeably change, though maybe subject to a variance of +/-10% from the standard original colour.
- ✓ The average pile anchorage (tuftlock) of the product will not reduce by more than 30% from its original value.
- ✓ The latex backing will not rot.
- ✓ Abnormal wear.
- ✓ Abnormal ageing.
- ✓ Resistance of the carpet against normal weather influences.
- ✓ Resistance of the carpet against rotting under normal conditions.

The Namgrass warranty shall be valid, provided that the following conditions have been respected:

- ✓ The surface is only used for the application that it is designed for and not used for different purposes in general..
- ✓ The surface has been used in accordance with the instructions for use (appropriate footwear (no spikes), not used during frost < -15°C etc.).
- ✓ The infill is in accordance with the standard infill procedure (rotational brush only used during installation, use of rounded and siliceous sand, etc.).
- ✓ The secondary products (glues, adhesive tapes, sand, rubber granules, etc.) are used according to the recommendations of NAMGRASS.
- ✓ The cleaning and maintenance of the artificial grass carpet is in accordance with the maintenance manual of NAMGRASS





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A claim cannot be made under the warranty if:

A claim cannot be under the warranty (i) to products used for any purpose other than sports fields or courts or landscape purposes, (ii) to any damage caused during or on account of improper handling, storing, transportation, installation or repairs unless the improper conducts are committed by Namgrass or its authorised agents, or (iii) to the extent that any defect or damage is caused by:

- ✗ Damage caused by wild animals or domestic pets.
- ✗ Post fibrillation after or during installation for purposes other than to get the infill materials in place; or failure to properly maintain, protect or repair the products.
- ✗ Colour fade or other damage caused by reflection of sun on glass onto the product.
- ✗ Ground movement or subsidence.
- ✗ Improper design or failure of the sub-base.
- ✗ Tree Root Growth or any other horticultural external influence.
- ✗ Deficiencies on the sub-base and/or its surrounding area.
- ✗ Wear or abrasion caused by inappropriate sub-base.
- ✗ Any reaction to the product caused by infill materials.
- ✗ Use of improper footwear or sports equipment.
- ✗ The surface being used for the purpose other than that for which it was designed and installed.
- ✗ Damaged caused by inappropriate cleaning methods or materials.
- ✗ Use of inappropriate cleaning chemicals, herbicides or pesticides.
- ✗ Accidents, vandalism, burns, cuts, or neglect.
- ✗ Forces majeure or other conditions beyond the reasonable control.

All products are subject to normal wear and tear. In addition to the factors mentioned above, wear and tear depends on, without limitation, the intensity of use of the product. High traffic may cause the yarn to flatten or change direction.

- ! The warranty only refers to the material damage to the artificial grass carpet itself, and relates exclusively to possible repair or partial or complete replacement of the artificial grass carpet, as required by the circumstances.
- ! Any product repairs or replacements performed under the terms of this warranty shall not lead to any extension whatsoever of the warranty.



Notes:

If replacement is deemed necessary, Namgrass will supply replacement product, and for the product which is determined by Namgrass not complying with the above warranty, allowing the purchase price for the replacement product multiplied by a fraction, the numerator of which is the number of months remaining in the warranty period and the denominator of which is the total number of months in the warranty period.

The purchaser shall pay the portion of the purchase price for the replacement product not allowed by Namgrass. Namgrass shall neither be obligated to remove or dispose of the defective grass or install the new grass, nor be obligated to pay the cost for such removal, disposal or installation.

The warranty cover will automatically lapse if maintenance or repairs are carried out by third parties, unless this is with the written consent of Namgrass. A complaint within this warranty should be communicated to Namgrass in writing within 30 days after detecting the default to the grass carpet, by mentioning the kind of default.

Limitation of Liability.

Namgrass entire liability for any defective product shall in no event exceed the purchase price for the defective products. Namgrass shall in no event be held liable, whether on the basis of contract or tort (including, but not limited to, negligence) or under any other legal theory (including, but not limited to, strict liability and/or equitable theory), for lost profits or revenues, loss of use or similar economic losses, or for indirect, special, incidental, arising from or in connection with the use, conditions, possession, performance, maintenance, non-delivery or late delivery of the products, even if Namgrass has been notified of the possibility of such damages. Consequential, punitive neither will Namgrass accept any liability for any damages or injury sustained by parties using our products.

No Other Warranties.

The warranty provided herein is the sole exclusive warranty with regard to Namgrass products and replaces any and all other warranties, whether oral or in writing, of any kind concerning Namgrass products. The remedies of repair and/or replacement provided in article 2 hereof are the sole obligations of Namgrass, and the sole remedies of the purchaser, under this warranty. Except as expressly provided herein, Namgrass makes no statements or warranties of any kind or nature concerning any of its products, whether express or implied, including, but not limited to, any warranty or merchantability, fitness for any particular purpose, or non-infringement of third party rights.

Modifications.

This warranty and Namgrass standard terms and conditions of sale are the complete, final and exclusive agreement of the parties with respect to the quality and performance of the products and any and all warranties concerning the products. No dealer, sales representative or similar person is authorised to grant warranties which are not covered by this warranty, to extend any warranty period hereunder or otherwise to change, modify, amend or supplement the provisions of this warranty. Any change, modification, or supplement to this warranty must be made in a written instrument signed by an authorised representative of Namgrass.

Waiver.

Any Namgrass' failure to exercise, or delay in exercising any right, power or remedy hereunder shall not be considered as a waiver thereof. No single or partial exercise of any right, power or remedy by Namgrass preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Severability.

If any provision or any portion of any provision of this warranty be held to be illegal, invalid or unenforceable by a competent judicial court, the remaining provisions or portions thereof shall remain in full force and effect and shall remain to be a binding agreement of the parties with respect to the subject matter hereof.

Assignment.

Without Namgrass' advance written consent, the Purchaser may not transfer, convey or otherwise assign all or any of its rights under this warranty. This warranty is to benefit and be binding upon Namgrass and the purchaser and their respective successors and authorised assigns. Claims under this warranty may only be made by the purchaser and not by the purchasers sub-buyers or any other third parties.