

## **MANUFACTURER WARRANTY**

**1. Limited Warranty:** Subject to the terms, conditions and limitations contained in this warranty certificate, Bilright Construction referred to as "Seller", warrants to the person, firm or entity purchasing from Seller as indicated on the signature page hereof ("Purchaser") that under normal conditions during the applicable warranty period referred to below, the Seller products will maintain their UV stability and strength.

**2. Commitments:** The warranty period of Seller artificial grass are as following:

The above model sold and installed in USA is an 8 year warranty by Seller.

During the above warranty period, if the product has been damaged as a result of the quality of artificial grass itself, Seller shall be responsible for replacement of the defective product for free.

If a product fails to perform as warranted during the warranty period, the Seller will provide replacement product, the contract and the project request, for the defective turf or use the agreement that both sides achieve in order to solve the problem of the defective product as soon as possible. Seller shall not be responsible for removal or disposal of the defective turf or manufacture or installation of new turf.

- (a) Burn, cut, accident, vandalism, abuse, negligence or neglect;
- (b) Wear or abrasion caused by an inadequate sub-base;
- (c) Use of inappropriate footwear or sports equipment;
- (d) The playing surface being used other than for the purpose for which it was designed and installed;
- (e) Use of cleaning chemicals, herbicides or pesticides;
- (f) Use of improper cleaning methods;
- (g) Use of infill products of an incorrect grade (according to the national related standard)
- (h) Any harmful chemical reaction to the Product caused by infill materials;
- (i) Post fibrillation after or during installation for purposes other than to get the infill materials in place;
- (j) Failure to properly maintain, protect or repair the Products or the turf.
- (k) The PH value of air and rain is below 7.0 bias Acid or up 9.0 bias Alkaline;
- (l) Acts of God or other conditions beyond the reasonable control of Seller;

All synthetic turf containing the Products is subject to normal wear and tear. Normal wear and tear is not a manufacturing defect and is not covered by this warranty. In addition to the factors mentioned above, the normal wear and tear depends on, without limitation, the local climate and the intensity of use of the synthetic turf. Purchaser should carefully read the latest versions of Seller product information materials and literature for information about optimizing the performance of the synthetic turf containing the Products.

During the warranty period, if there are some quality problems of the Product, claims under this warranty must be submitted in writing, together with proof of turf production and installation date, name of installation company, batch and lot number, product sample, sample of infill material(s) and a minimum of three clear pictures showing the problem to the headquarters of Seller.

### **TERMS AND CONDITIONS OF WARRANTY**

Seller ("Seller") is providing this additional warranty to the original purchaser of artificial grass from Seller (the "Original Purchaser") that such artificial grass (the "Material") is guaranteed against manufacturing defects, ultra violet degradation and excessive fading for an additional eight (8) year period by Seller in addition to the manufacturer's warranty of eight (8) years, for a total combined manufacturer and Seller Warranty period of sixteen (16) years from the date of shipment of Material to the Original Purchaser. This Limited 16 Year Residual Warranty (the "Warranty") supplements the limited eight (8) year standard warranty provided by the manufacturer of the Material (the "Manufacturer's Warranty") and will only become effective on the first (1st) day of the ninth (9th) year after the date of shipment of Material to the Original Purchaser. This Warranty extends only to the Original Purchaser and does not extend to any contractor, retailer, installer or subsequent purchaser. This Warranty is to be prorated as follows:

- (a) One hundred percent (100%) of the remaining amount of the Manufacturer's Warranty, at expiration, during year's nine (9) to eleven (11).
- (b) Fifty percent (50%) of the remaining amount of the Manufacturer's Warranty, at expiration, during year's twelve (12) to fourteen (14).
- (c) Twenty five percent (25%) of the remaining amount, at expiration, of the Manufacturer's Warranty during year's fifteen (15) to sixteen (16).

## EXTENDED WARRANTY

### LIMITATIONS OF WARRANTY

**Term:** In no event shall Seller be liable for any manufacturing defect or damage to the Material until the Manufacturer's Warranty as to the Material has expired. All claims for damages arising prior to the expiration of the Manufacturer's Warranty must be made against the Manufacturer's Warranty.

Authorized repairs that are performed by either the Manufacturer or Seller, or any agent, employee, or anyone acting on behalf of the Manufacturer or Seller, shall not extend or restart the Term of this Warranty.

**Exclusions:** This Warranty shall not apply to slight variation in the texture of thatch yarn over the life of the Material as this is expected and shall not be considered as damage or a manufacturing defect. This Warranty shall not apply to slight variation in color between dye lots nor shall it apply to color changes over the life of the Material as this is expected and shall not be considered as damage or a manufacturing defect. Seller cannot guarantee matching dye lots for repairs done after installation or usage of the Material.

This Warranty shall not cover any damage to the Material (i) caused by accidents, force majeure, abuse and neglect from other than normal and ordinary use of the Material, (ii) vandalism, fire, floods or other acts of God, (iii) damage caused by installers, or resulting from improper installation of the Material, during or after installation of the Material, (iv) damage resulting from repair, or attempted repair of the Material or subsurface without prior written consent of the Original Manufacturer or Seller or (v) damage resulting from failure to maintain the Material in accordance with the recommended maintenance procedure.

If it is found that any conditions or exclusions exist that would otherwise void the Manufacturer's Warranty provided by the Manufacturer, then this Warranty will also be void. Failure to follow the notice and claims procedure set forth below will void this Warranty.

The Warranty provided herein is the sole and exclusive Warranty of Seller. Seller expressly disclaims any other warranties, including warranties of merchantability and fitness for a particular purpose. It is the Original Purchaser's responsibility to determine the suitability of the Material for the intended use and purpose, and the Original Purchaser assumes all risk and liability whatsoever regarding such suitability.

This Warranty applies only to the Material and Seller does not warrant against workmanship of the installation of the Material or any products used in the installation of the Material. This Warranty will only apply to Material that is installed in a suitable location, in a manner in compliance with the manufacturer's installation guidelines using appropriate installation and products. It is the responsibility of the Original Purchaser to perform all acts required for proper installation of the Material.

**Proper Care and Maintenance:** This Warranty will only apply to Material that has been, at all times, maintained in accordance with the recommended maintenance procedure.

**Consequential Damages:** In no event will Seller be liable for any consequential, special, indirect, incidental or expectation damages, including, but not limited to, lost profits, lost revenue, loss of use, the labor cost of removal, the labor cost of replacement of the Material, or freight. In no event shall the maximum of Seller's liability exceed the purchase price of the Material paid by the Original Purchaser, less time use adjustments which will be determined in the sole discretion of Seller.

**Modifications:** No terms or conditions, other than those stated in this Warranty, and no agreement or understanding in any way modifying the terms and conditions herein stated shall be binding on Seller, except if such modifications are made in writing on Seller stationary signed by an officer of Seller. No agent or employee of Seller, installer, Qualified Installer, retailer or distributor has the authority to increase or alter the obligations or limitations of this Warranty.

## CLAIMS

Warranty claims must be made in writing to Seller at any time during the Warranty period and must be accompanied by a copy of the original sales receipt with the date of purchase, product identification and quantity. Seller shall be allowed to arrange inspection of the Material claimed to be defective or damaged and shall have thirty (30) days to inspect and test the Material. No warranty claim will be accepted until inspection is complete and the cause of the defect or damage is determined. Seller, at its sole discretion, shall either accept or reject the claim. Upon acceptance of a claim by Seller, Seller reserves the right to (i) repair or provide artificial grass for replacement of the affected area(s), (ii) issue refund equal to the cost of the defective or damaged Material, (iii) provide Materials to replace the defective or damaged Material or (iv) pay the equivalent cost of replacement Material of a comparable product.

Any controversy or claim arising out of or relating to this Warranty, or the enforcement thereof, shall be settled by binding arbitration and shall be submitted to the Judicial Arbitration and Mediation Services (JAMS), with such arbitration taking place in Ontario, California. California Law shall apply to this warranty, irrespective to the place of purchase of the material.

**Claims must be submitted within 30 days after discovery of the alleged defects.**

Please send it to: [Info@bilright.com](mailto:Info@bilright.com)

Seller does not hold responsibility for any costs or expenses incurred by purchasing or others for testing, inspecting or consulting our company's products. After arrival of the goods on site, the purchaser should check all the products promptly. Any quality defects found after shipment arrival, the purchaser must notify our company in writing within 60 days after shipment arrival date. Otherwise, our company will consider that our product is free from quality defects and will bear NO relative responsibility. The right of final interpretation belongs to Seller.

This Limited Warranty is supplemental to, and will only become effective after the expiration of, the Manufacturer's Warranty provided by the manufacturer.