



CHALLENGER TURF, INC.

LIMITED EIGHT YEAR PUTTING GREEN WARRANTY

CHALLENGER TURF, INC. ("CTI") MANUFACTURER'S WARRANTY IS AS FOLLOWS IF YOU HAVE PURCHASED PUTTING GREEN MANUFACTURED BY CTI.

CTI WARRANTS THAT IF THE PUTTING GREEN SURFACE IT MANUFACTURED AND SUPPLIED PROVES TO BE DEFECTIVE IN MATERIALS DURING NORMAL USE OF THE PRODUCT, WITHIN EIGHT (8) YEARS FROM THE DATE OF MANUFACTURE, OR SUFFERS SIGNIFICANT FADING, BREAKDOWN OR DEGRADATION DUE TO EXPOSURE TO NATURAL ULTRAVIOLET RAYS WITHIN THE SAME EIGHT (8) YEAR PERIOD, CTI WILL, AT ITS SOLE OPTION EITHER 1) REPAIR OR PROVIDE REPLACEMENT TURF FOR THE AFFECTED AREA WITHOUT CHARGE TO THE PURCHASER, OR 2) ISSUE A CREDIT EQUAL TO THE COST OF THE PUTTING GREEN MATERIAL ONLY. THE COST OF TEAR OUT AND INSTALLATION ARE NOT INCLUDED IN THIS WARRANTY.

IN THE EVENT THAT CTI ELECTS TO ISSUE A CREDIT IN LIEU OF REPAIR OR REPLACEMENT, SAID CREDIT SHALL ONLY APPLY TO THE AFFECTED AREA OF THE PUTTING GREEN GIVING RISE TO THE CLAIM. THE CREDIT SHALL BE ISSUED TO THE RETAILER, AS A PERCENTAGE OF THE REPLACEMENT COST OF NEW PUTTING GREEN MATERIAL OF THE SAME OR COMPARABLE QUALITY. THE CREDIT WILL BE GOOD ONLY TOWARD THE PURCHASE OF CTI SYNTHETIC GRASS. THERE WILL BE NO CASH PAYMENT.

- THIS WARRANTY ONLY APPLIES TO CIT'S PUTTING GREEN PURCHASED AND INSTALLED (BY OTHERS).
- THIS WARRANTY IS LIMITED TO THE REMEDIES OF REPAIR OR REPLACEMENT OF THE AFFECTED AREAS OF THE PUTTING GREEN, WHICH SHALL COMPROMISE THE EXCLUSIVE REMEDY AVAILABLE UNDER THIS WARRANTY, AND ALL OTHER REMEDIES OR ACTIONS THAT MIGHT OTHERWISE BE AVAILABLE ARE HEREBY WAIVED AND RELINQUISHED BY THE RETAILER AND OR THE END-USER/OWNER.
- THIS WARRANTY DOES NOT COVER THE INSTALLATION OF THE PUTTING GREEN OR ANY ISSUES STEMMING FROM THE INSTALLATION.
- THIS WARRANTY DOES NOT COVER SURFACE DETERIORATION RESULTING FROM NORMAL WEAR AND TEAR OR ANY DAMAGES CAUSED BY SITE CONDITIONS AND IMPROPER INSTALLATION BEYOND CTI'S CONTROL, ACCIDENTS, MISUSE, ABUSE, NEGLIGENCE, EXPOSURE OF THE PRODUCT TO INAPPROPRIATE FOOTWEAR (I.E. METAL CLEATS), TOBACCO PRODUCTS, CHEMICALS OR CLEANING AGENTS, FIRE, FLOODS, VANDALISM, ACTS OF GOD.
- THIS WARRANTY DOES NOT COVER ANY DAMAGE RESULTING FROM REPAIR OR ATTEMPTED REPAIR BY ANYONE OTHER THAN CTI OR ITS AUTHORIZED AGENTS, RETAILERS OR SUBCONTRACTORS.
- CTI HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND DISCLAIMS LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- CTI SPECIFICALLY EXCLUDES AND WILL NOT PAY CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THIS WARRANTY. THIS INCLUDES ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SYNTHETIC GRASS, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR ECONOMIC LOSS, EXPENSE, PERSONAL INJURY ETC.
- THIS WARRANTY IS NON-TRANSFERABLE. THIS WARRANTY IS ONLY EXTENDED TO THE ORIGINAL PURCHASER.
- ALL WARRANTY CLAIMS MUST BE PRESENTED IN A TIMELY FASHION TO CTI AS A PRINTED DESCRIPTION WITH PHOTOS AS SOON AS AN ISSUE WITH THE SYNTHETIC GRASS BECOMES EVIDENT.
- THIS WARRANTY DOES NOT COVER SUN MAGNIFICATION AND MELTING FROM LOW-E WINDOWS OR MATTING.

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