

Genemuiden, 01-01-2023

1. Limited Warranty

Subject to the terms, conditions and limitations contained in this warranty certificate, Grass partners B.V. warrants to the person, firm or entity purchasing from Grass Partners B.V. ("Purchaser") that under normal conditions during the applicable warranty period referred to below, Grass Partners B.V. yarns identified in the table set forth on Exhibit A to this certificate ("the Products") will maintain their UV stability and tensile strength. For purposes of this warranty, a product will be considered to have maintained their UV stability and tensile strength if the original tensile strength of the Product does not decrease by more than fifty percent (50%) in a defined time frame.

2. Remedy

If a Product does not perform as warranted during the warranty period, Grass Partners B.V. will provide replacement Product, F.O.B. Grass Partners B.V.'s plant for the Product determined by Grass Partners B.V. not to comply 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 unexpired portion of warranty period and the denominator of which is the total number of months in the warranty period. The Purchaser shall be responsible relating to the expired portion of the warranty period.

3. Limitations on Coverage

Excluded and not covered are all the synthetic turfs which are not registered by the Purchaser with Grass Partners B.V.. A synthetic turf is registered with Grass Partners B.V. only when the Purchaser has received a written and signed confirmation from Grass Partners B.V.. Excluded and not covered by this warranty are also all the defects which may arise from wear and tear due to installation or repairs, maintenance, use for any application other than (multi) sports fields or courts or landscape applications or damage caused by:

- Burns, cuts, accidents, vandalism, abuse, negligence or neglect
- Improper design or failure of the sub-base of the sports field or court
- Wear or abrasion caused by an inadequate sub-base
- Use of infill products of an incorrect grade (according to FIFA accredited test institutes such as ISA Sport/Labo sport or other test institutes accredited by Grass Partners B.V.)
- Failure to maintain infill products at the correct level (according to FIFA and UEFA accredited test institutes such as ISA Sport/Labo sport or other test institutes accredited by Grass Partners B.V.)
- Use of inappropriate footwear or sport equipment
- The surface being used other than for the purpose for which it was designed and installed use of cleaning chemicals, herbicides or pesticides
- Use of improper cleaning methods
- Any harmful reaction to the Products caused by infill materials

- Acts of God or other conditions beyond the reasonable control of Grass Partners B.V.
- Improper processing of the Product (eg: tufting, coating, texturizing or twisting)
- Post fibrillation after or during installation for purposes other than to get the infill materials in place
- Failure to properly maintain, protect or repair the Product or the turf
- Any harmful reaction to the Products caused by gas emissions from fork lift trucks
- Any harmful reaction to the Products caused by the application of paint any or marking substance to the Products. The Product is not manufactured to allow paint to be applied and remain applied.

All synthetic turf containing the Products is subject to normal wear and tear. Normal wear and tear is not manufacturing defect and is not covered by this warranty. In addition to the factors mentioned above, wear and tear depends on, without limitation, the construction of the synthetic turf (fibre face weight, stitch rate, fibre pile height and gauge) and the intensity of use of the synthetic turf. Grass Partners B.V. shall not be responsible for any warranty issued or made by the Purchaser with respect to the useful life of the synthetic turf containing the Products.

4. Limitations on Liability

In no event shall Grass Partners B.V. be liable, whether in contract or in tort (including negligence) or under any other legal theory (including strict liability) for lost profits or revenues, loss of use or similar economic loss or for indirect, special, incidental, consequential punitive or similar damages arising out of or in connection with the use, condition, possession, performance, maintenance, non-delivery or late delivery of the Products even if Grass Partners B.V. has been advised of the possibility of such damages.

5. No Other Warranties

The warranty provided herein is the sole and exclusive warranty with respect to Grass Partners B.V.'s Products and super cedes any and all other warranties, oral or written, of any type relating to Grass Partners B.V.'s Products. Any Products of Grass Partners B.V. not covered by this warranty are sold "as is". The remedy of replacement set forth in section 2 is the sole obligation of Grass Partners B.V. and the sole remedy of the Purchaser, under the warranty provided herein. Except as provided herein, Grass Partners B.V. makes no representations or warranties of any kind, nature or description with respect to any of its Products, expressed or implied, including, without limitation, any warranty of merchantability, fitness of any products for any particular purpose or non-infringement of third party rights, and Grass Partners B.V. hereby disclaims the same.

6. Notification of Claims

Claims under this warranty must be submitted in writing, together with proof of turf production and installation date, name of installation company, batch and dye lot number, location of installation, product sample/fibre material, sample of infill material(s), and a minimum of three clear pictures showing the problem to:

Grass Partners B.V.
Puttenstraat 7
8281 BP GENEMUIDEN
The Netherlands

Grass Partners B.V. shall not be responsible for any costs or expenses incurred by the Purchaser or others with respect to any tests, inspections or consultations conducted by the Purchaser or others. Claims must be submitted within 30 days after discovery of the alleged defect. The Purchaser must promptly inspect all Products upon delivery. Notwithstanding anything herein to the contrary, to the extent that any defects, shortages or non-conformities in the Products are discoverable by inspection upon delivery of the Products, all obligations of Grass Partners B.V. to the Purchaser with respect to such defects, shortages and nonconformities shall be deemed to be satisfied, and all Products shall be deemed to be free of such defects, shortages and non-conformities, unless the Purchaser notifies Grass Partners B.V. of such defects, shortages and non-conformities in writing within 30 days after the date of delivery.

7. Modifications

This warranty, together with Grass Partners B.V.'s standard terms and conditions of sale, is the complete, final and exclusive agreement of the parties with respect to the quality and performance of the Products and any and all representations and warranties concerning the Products. No dealer, sales representative or similar person has the authority to make any representations of warranties with respect to the Products, to extend any warranty period hereunder or otherwise to change, modify, amend or supplement the provisions of any warranty. None of the provisions of this warranty may be changed, modified, amended or supplemented except by a written instrument signed by an authorised representative of Grass Partners B.V.. This warranty applies to all Grass Partners B.V. products sold to the Purchaser beginning on the date this warranty certificate is issued to the purchaser and continuing until Grass Partners B.V. issues the Purchaser with a new warranty certificate signed by an authorised representative of Grass Partners B.V. that expressly super cedes this warranty certificate in whole or in part. Any such new warranty certificate will be effective upon receipt by the Purchaser. The Purchaser's purchase of any Grass Partners B.V. products following receipt of any new warranty certificate from Grass Partners B.V. will

constitute the Purchaser's acceptance of the terms and conditions of such new warranty certificate.

8. Waiver

No failure on the part of Grass Partners B.V. to exercise, and no delay by Grass Partners B.V. in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by Grass Partners B.V. preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

8. Quality Control

The quality of the fibres has been checked by Grass Partners B.V. and we recommend always to use the batches with the same batch numbers. Mixing batch numbers is the responsibility of the client. For the texturized fibres, the client should check during machine set up the setting of the curl over the full width of the carpet. This can be done in a warm water bath with a temperature of 90 degrees Celsius for a period of 2 minutes. This is important for the total perception of the carpet because final curl setting will happen normally after coating and in this small test the perception of the carpet is duplicated before production starts.

9. Governing Law

This warranty and the rights and obligations of the parties under this warranty shall be governed by Dutch law, without regard to its conflicts of laws principles. Sales of Products by Grass Partners B.V. to the Purchaser shall not be subject to the United Nations Convention on the International Sale of Goods.

10. Severability

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

11. Assignment

The Purchaser may not transfer, convey or otherwise assign all or any of its rights under this warranty without the prior written consent of Grass Partners B.V.. Any such transfer or assignment by the Purchaser without Grass Partners B.V.’s prior written consent shall be null and void and of no force or effect. This warranty shall inure to the benefit of and be binding upon Grass Partners B.V. and the Purchaser and their respective successors and permitted assigns. Claims under this warranty may only be made by the Purchaser and not by the Purchaser’s customers or any third parties.

Exhibit A – Limited Warranty

Grass Partners B.V. guarantees that the Products will retain a minimum of 50% of its original tensile strength as detailed above. The duration of the Guarantee is dependent on the type of application and the global location as per the CIBA Klangley chart, with the exclusion of geographic areas subject to specific atmospheric conditions.

Solar activity		Yarn Style				
Klangley	Watt/m2	PE Mono >350 micron	PE Fibrillated/Mono 250-400 micron	PE Fibrillated/Mono 80-200 micron		
0-110	0-150	11 years	10 years	9 years		
111-140	151-190	10 years	9 years	8 years		
141-160	191-220	9 years	8 years	7 years		
161 and higher	221 and higher	8 years	7 years	6 years		

- GP Fibres with a thickness of 250-400 micron refers to our sport applications
- GP Fibres with a thickness of 80—200 micron refers to our landscape – multipurpose applications

Grass Partners B.V.

R. Dijkslag
Commercial Director

