



Manufacturer's Limited Warranty

Turf Distributors warrants that if the **Agility Turf** with attached pad ("Product") for multi-sport use synthetic turf proves to be defective in material, resulting in premature wear, during normal and ordinary use of the Product for the sporting activities provided herein, or for any other uses for which Turf Distributors provides its written authorization, within five (5) years from the Date of Purchase (as indicated in this Warranty), Turf Distributors shall either repair or replace the affected area of the Product in accordance with the terms of this Warranty and the following pro-rated schedule:

Year 1: One hundred percent (100%) of the repair or replacement cost
Year 2: Seventy-five percent (75%) of the repair or replacement cost
Year 3: Fifty percent (50%) of the repair or replacement cost
Year 4: Twenty-five percent (25%) of the repair or replacement cost
Year 5: Five percent (5%) of the repair or replacement cost

Turf Distributors' sole liability under this Warranty shall be limited to either repair or replacement product (limited to materials) for the affected area of the Product, at its sole discretion, and Turf Distributors shall have no other obligations or liabilities with respect to defects of the Product. Turf Distributors will, at Turf Distributors' option, either repair or replace the affected area to the extent required to meet the Warranty period, but no cash refunds will be made. This Warranty shall commence upon the Date of Purchase indicated in this Warranty. This Warranty is limited to the remedies of repair or replacement, which shall constitute the exclusive remedies available under this Warranty; all other remedies or recourse which might otherwise be available are hereby waived by the Purchaser. Turf Distributors will have no other obligations or liability for damages arising out of or in connection with the use or performance of the Product, including, without limitation, damages for personal injury, economic losses and/or damages related to base/subgrade, utilities, business interruption, lost revenue, increased costs, and downtime costs. In no event shall Turf Distributors be liable for indirect, special, consequential and/or incidental damages of any kind, no matter what the cause. This Warranty shall not come into effect, and Turf Distributors shall have no obligations under this Warranty, unless and until Turf Distributors is paid in full for the Product to be warranted hereunder.

Any modification to the Product may void this Warranty. Should the Product be discontinued, Turf Distributors will replace the defective material with a Turf Distributors product of equal value. Any Product repairs or replacements performed under the terms of this Warranty shall not lead to any extension whatsoever of the Warranty period. This Warranty is exclusive to the original Purchaser, is not transferable, and in lieu of all other warranties, expressed or implied, and all other remedies, guarantees and/or liabilities arising by law or otherwise. This Warranty covers first quality Product only and does not extend to Product sold as irregulars, seconds or through any means other than the original purchase. Turf Distributors' liability hereunder shall be limited to the original purchase price paid by Purchaser for the Product.

Other Exclusions

EXCEPT AS EXPRESSLY SET FORTH IN THE MANUFACTURER'S LIMITED WARRANTY ABOVE, TURF DISTRIBUTOR DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THIS WARRANTY SHALL BECOME NULL AND VOID IF (A) THE PURCHASER FAILS TO MAINTAIN THE FIELD IN ACCORDANCE WITH THE TURF DISTRIBUTOR MAINTENANCE GUIDELINES AND SCHEDULE PROVIDED BY Turf Distributors THEREIN AND/OR (B) THE PURCHASER FAILS TO INSTALL, REMOVE AND/OR RE-INSTALL THE PRODUCT IN ACCORDANCE WITH TD'S RECOMMENDED INSTALLATION PROCEDURES.

Furthermore, this Manufacturer's Limited Warranty **does not cover:**

1. Any part of the installation procedure. Turf Distributors is not responsible for any labor costs incurred for installation of the Product and/or repair or replacement of the Product under this Warranty. This Warranty does not cover damage caused by improper installation, negligence, water intrusion and/or flooding, abrasion, extreme heat, impact, cutting, freight damage, alteration, or any wear or damage caused by Acts of God.
2. Damage resulting from accident, *force majeure*, misuse, intentional and unintentional abuse, neglect, repetitive use or repetitive activities, or from other than normal play and ordinary use of the Product. For purposes of this Warranty, normal play and ordinary use shall mean usage up to 3,000 hours per year of regular play and utilization for the sporting activities provided herein; normal play and ordinary use also



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includes a reasonable number of users or participants, but does not include repetitive marching, repetitive training, high use areas and/or high-intensity drills on the same part of the field, all of which require frequent maintenance in accordance with Turf Distributors Maintenance Guidelines and may require regular replacement.

3. Damage resulting from failure to maintain the Product in accordance with Turf Distributors' Maintenance Guidelines provided to the Purchaser, a copy of which has been made available to Purchaser. Purchaser shall keep a log of all maintenance performed on the Product and supply Turf Distributors with a copy upon request.
4. Damage resulting from the Purchaser's failure to install the Product in accordance with Turf Distributors' Recommended Installation Procedures, a copy of which has been made available to Purchaser.
5. Damage resulting from repair, attempted repair and/or maintenance by anyone other than Turf Distributors or an authorized Turf Distributors distributor or authorized Turf Distributors maintainer.
6. Damage due to causes which include, but are not limited to, the application or use of chemicals and/or cleaning agents, adhesive backing, dirt, traffic, negligence, vandalism, fire, flood, windstorm, animals, improper care and Acts of God; damage resulting from the use of cleaning equipment, methods and/or materials that are not authorized by Turf Distributors.
7. Failure and/or improper design of the base; depression of the soil, subsurface or other matter upon which the base or Product rests; and any and all resulting damage to the Product arising therefrom.
8. Turf Distributors does not warrant the percolation rate, long term planarity and/or compaction of the base which the product is installed. **Turf Distributors DISCLAIMS ALL WARRANTIES AS TO THE BASE, EXPRESS OR IMPLIED, AND ANY AND ALL RESULTING DAMAGE TO THE PRODUCT ARISING THEREFROM.**
9. Damage resulting from the use of improper or inappropriate footwear such as metal cleats or long-spiked track shoes. Users and participants should wear standard molded cleats or other footwear appropriate for synthetic turf. The use of flat-soled shoes and/or other improper or inappropriate footwear may accelerate the wear of the Product.
10. Damage resulting from the use of the Product other than for the purpose for which it is intended.
11. Damage resulting from the use, placement and/or abrasion caused by athletic equipment and/or high-friction uses or activities.
12. Damage resulting from golf, shot put, javelin and/or discus activities.
13. Damage, melting and/or shrinking of the Product resulting from heat reflection, open flames, fireworks, welding and/or sources of extreme heat.
14. Damage caused by movement of the Product due to improper installation or improper securing of the edges of the Product.
15. Damage resulting from the handling, shipping or transportation of the Product.
16. Fuzzing, shedding or damage to the Product due to improper use and/or maintenance of the Product.
17. Damage resulting from the storage of drums, lumber and any other objects that may damage the Product.
18. Damage resulting from loads exceeding 3 PSI.
19. Damage resulting from high pressure water spray exceeding 300 PSI.
20. Damage caused by vehicle traffic of any kind.
21. Any additional warranties and/or promises offered by a third party. No unauthorized person, fabricator, installer, agent or employee of Turf Distributors is entitled to assume any liability on behalf of Turf Distributors relating to the sale of the Product or has the authority to increase or alter the obligations or limitations of this Warranty.



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The following conditions are not a manufacturing defect and not covered by this Warranty: soiling or staining, water marks, mold and mildew. All synthetic turf is subject to normal wear and tear, which is not a manufacturing defect and is not covered by this Warranty. In addition to the other factors listed in this Warranty, wear and tear depends on, without limitation, the construction of synthetic turf (fiber face weight, stitch rate, fiber pile height and gauge, and maintenance of the field) and the intensity of use of the synthetic turf. The Product will retain at least fifty percent (50%) of its pile height during the Warranty period and will be stable to light fading with the maximum fading of the Product during the Warranty period not to exceed fifteen percent (15%) of color loss annually based upon an acceptable grey scale. This Warranty does not cover slight variations or gradations of color within the Product and/or face distortion.

Turf Distributors disclaims all liability for incidental and consequential damages for breach of any express or implied warranty, including any implied warranty of merchantability, with respect to the Product. In the event that the Product is used for purposes other than approved sporting activities or any other uses for which Turf Distributors gives its written authorization, it being understood that Turf Distributors has tested the Product for use in connection with these sporting activities and may not have tested it for other uses, Turf Distributors shall not be responsible for any and all damages incurred and the Manufacturer's Limited Warranty, as well as all legal warranties, shall become null and void. Any Product repairs or replacements performed under the terms of this Warranty shall not extend the term of this Warranty.

Turf Distributors will not be responsible for any costs and/or expenses incurred by the Purchaser and/or others due to testing, consultation or inspection of the Product.

The Purchaser must promptly inspect the Product upon delivery of the Product. The Purchaser must notify Turf Distributors in writing of any defect in the Product prior to installation of the Product, in which case the installation shall immediately be stopped until Turf Distributors has the opportunity to review the claim of defect. In the event of a latent defect after installation of the Product, the Purchaser must notify Turf Distributors in writing as soon as practicable of any such defect, but not later than thirty (30) days within the date on which Purchaser knows or should have known of the defect.

For more information please contact SSA at Turf Distributors at the number listed below, or follow the link to file a warranty claim: [Service Request](#)