

*Floating Golf Greens, LLC*  
*1 YEAR LIMITED WARRANTY AGAINST FAILURE*  
*DUE TO EXPOSURE TO SUNLIGHT*

Manufacturer warrants that for One (1) year from the date of floating golf green purchase, the turf, when maintained as recommended by the instructions, will retain at least 50% of its pile fiber. If any area or portion of the turf substantially changes, as distinguished from a change in texture, or if pile heights decrease 50% or more within one year after its purchase, Manufacturer will replace with new turf of equivalent quality, excluding shipping costs. Manufacturer also warrants that at the time of the initial purchase, the synthetic turf will be free of manufacturing defects. Slight color changes will occur over the lifetime of this turf / carpet and is not considered an issue or basis for claim.

**Subject to the following limitations:**

General provisions of this limited warranty apply only to the wear of the turf with regard to ultraviolet degradation, and do not apply to damage incurred during use, pile crushing, willful or negligent abuses, or damage by machinery or equipment, nor does it apply when the green is not cared for per instructions. This limited warranty does not apply to use other than a pool, nor does it apply to a green which has not been properly maintained.

The expressed limited warranty excludes all implied warranties, and said manufacturer shall in no event be liable for a breach of warranty in any amount exceeding the mill invoice price of the floating green.

If dissatisfied, the owner must submit notice of all claims under this warranty to Manufacturer within one (1) year from the date of purchase.

**Limitations on Coverage**

This warranty does not apply (1) if the product is used for any application other than hitting chip shots to the green, (2) to any damage caused during or on account of improper use or repairs, (3) to the extent that any defect or damaged is caused by:

- A. Burns, cuts, accidents, vandalism, abuse, negligence, or neglect
- B. Wear or abrasion caused by inadequate care
- C. Use of infill products
- D. The surface being used other than for the purpose for which it was designed.
- E. Use of chemicals, herbicides, pesticides
- F. Use of improper cleaning methods
- G. Any harmful chemical reaction to the product caused by infill materials
- H. Acts of God or other conditions beyond the reasonable control of Manufacturer
- I. Failure to properly maintain, protect or repair the products or turf
- J. Packing, matting, or roll crush marks are inherent characteristics of turf / carpet manufactured using polypropylene/olefin and nylon fibers.
- K. Damage that occurs during the shipping/transportation process. All shipping claims must be filed against the truck line in question.
- L. Damage caused by reflection (melting) or other flammable materials

All synthetic turf is subject to normal wear and tear. Normal wear and tear is not a manufacturing defect and is not covered by this warranty.

**Remedy**

If a product fails to perform as warranted during the warranty period, Manufacturer will provide replacement product, F.O.B. Mill, for the product determined by Manufacturer or Manufacturer representative not to comply with the stated warranty, allowing the purchase price for the replacement product prorated for the number of months remaining in the unexpired warranty period. Purchaser shall be responsible for paying the portion of the purchase price for the replacement product not allowed by Manufacturer.

**Limitations on Liability**

In no event shall Manufacturer be liable, whether on contract or in tort or under any other legal theory, 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 Manufacturer has been advised of the possibility of such damages.

Manufacturer shall not be responsible for any costs or expenses incurred by Purchaser or others with respect to any tests, inspections, or consultations conducted by Purchaser or others. Claims must be submitted within 30 days after discovery of the alleged defect. Purchaser must promptly inspect all products upon delivery. Anything herein to the contrary notwithstanding, 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 Manufacturer to purchaser with respect to such defects, shortages, and non-conformities shall be deemed satisfied, and all products shall be deemed to be free of such defects, shortages, and non-conformities, unless Purchaser notifies Manufacturer of such defects, shortages, or non-conformities in writing within 30 days after the date of delivery.

**Assignment**

Purchaser may not transfer, convey, or otherwise assign all or any of its rights under this warranty without prior written consent of Manufacturer. Any such transfer or assignment without prior written consent shall be null and void and of no force or effect.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.