



SYNTHETIC TURF LIMITED WARRANTY AGAINST FAILURE DUE TO EXPOSURE TO SUNLIGHT (PE) (PE Monofilament, XP, LSR)

Challenger Industries, Inc. ("Challenger") provides the original purchaser ("Purchaser") of Challenger synthetic turf products ("Products") with a Limited Warranty ("Warranty") as set forth herein.

WARRANTY PERIOD

This Warranty shall be in force and remain in effect for a period of eight (8) years beginning on the date of invoice ("Effective Date").

WARRANTY

1. Manufacturing Defects. Challenger warrants that at the time of initial invoice, the Product will be free of any defects in materials and workmanship. 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.
2. Pile Retention Limited Warranty: Challenger warrants that the Product will retain at least 50% of its pile fiber when:
 - a. when properly installed by an installer approved in writing by Challenger; and
 - b. when maintained according to the Synthetic Turf Council's ("STC") recommended turf maintenance procedures. A copy of the STC guidelines is attached to this Warranty.

REMEDY LIMITED TO REPLACEMENT PRODUCT

Challenger's liability under this Warranty shall be limited to the replacement of the defective Product, on a pro-rated basis, and specifically excludes all costs associated with removal of the defective Product and installation of the replacement Product. All costs associated with removal of the defective Product and installation of the replacement Product shall be the sole responsibility of the Purchaser. All Warranty claims must be submitted to Challenger as set forth in the "Claims Procedure" section herein.

If, after the Purchaser has submitted the claim for the alleged defective Product pursuant to the Claims Procedure set forth here, and Challenger has determined, in its sole discretion, that the Product is defective and the defect is covered by this Warranty, Challenger will provide replacement Product to the Purchaser, F.O.B. Mill, at a reduced price that shall be prorated based upon 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 which is

excluded from coverage under this Warranty. The Warranty Period for the replacement Product shall be limited to the Warranty Period for the initial Product.

LIMITATIONS AND EXCLUSIONS TO THIS WARRANTY.

1. This Warranty applies only to the original purchaser of the Product when purchased directly from Challenger and is not assignable to any subsequent purchasers or user of the Products unless agreed to in writing by an officer of Challenger.
2. This Warranty covers first quality Products only, and is not applicable to Products sold as seconds or irregulars.
3. This Warranty only applies to the wear of the Product with regard to ultraviolet degradation, and does not apply to damage incurred during installation, improper underlay, pile crushing, reflection burns/melting, willful or negligent abuses, or damage by machinery or equipment, nor does it apply when the turf is not professionally installed by an Approved Installer.
4. This Warranty does not apply to installations on stairways or other uneven surfaces.
5. Fluctuation in texturized yarn Products, used as face yarn or thatch yarn, is not considered a defect, nor is shade differences due to dye lot changes, and shall not be covered by this Warranty.
6. Slight color changes will occur over the lifetime of this Product and such color changes are not covered by this Warranty and will not be considered an issue or basis for claim.
7. Challenger 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 on the Products.
8. This Warranty applies to the replacement of Product only. All labor cost involved with the removal of the defective Product and the cost of installation of the replacement Product will be the sole responsibility of the Purchaser and are specifically excluded from coverage under this Warranty.
9. This Warranty does not apply if the product is used for any application other than sports fields, courts, greens, or landscaping & play areas, unless approved in writing by an Officer of Challenger.
10. This Warranty specifically excludes defects or damages caused by:
 - a. improper installation or repairs;
 - b. Burns, cuts, accidents, vandalism, abuse, negligence, or neglect;
 - c. Improper design or failure of the sub-base of the sports field, green, court, or landscape;
 - d. Wear or abrasion caused by inadequate sub-base;
 - e. Wear or abrasion under swing sets, slides, and other high friction play equipment;
 - f. Wear or abrasion on sports field seams and other high friction areas of field;
 - g. Wear due to lack of infill/no infill;
 - h. Shrinking or melting of fibers due to reflection or other sources of extreme heat;
 - i. Texture variation of fibers (sub-pile/thatch products)
 - j. Movement of product due to lack of infill, improper securing of edges;
 - k. Expansion and contraction of product;
 - l. Use of infill products of an incorrect grade;
 - m. Failure to maintain infill products at the correct level (per FIFA accredited test institutes);
 - n. Use of inappropriate footwear or sports equipment;

- o. The playing surface being used other than for the purpose for which it was designed and installed;
- p. Use of chemicals, herbicides, pesticides
- q. Use of improper cleaning methods
- r. Loss of tuft bind / fiber loss due to chemical and/or gas spills and leaks (includes leaks from equipment driven or used on turf surfaces);
- s. Wear / Fiber loss due to animals / animal traffic;
- t. Any harmful chemical reaction to the product caused by infill materials
- u. Acts of God or other conditions beyond the reasonable control of Purchaser or Challenger;
- v. Post fibrillation after or during installation for purposes other than to get infill materials in place;
- w. Failure to install seams, lines, logos properly;
- x. Failure to properly maintain, protect or repair the products or turf;
- y. Failure to properly maintain / repair seams, lines, logos;
- z. Use of a non-approved seam tape and/or adhesive;
- aa. Failure to use seam adhesives / sealer on cushion backed products;
- bb. Packing, matting, or roll crush marks of Products as these are inherent characteristics of Products manufactured using polypropylene/olefin and nylon fibers; and
- cc. Product damage occurring during the shipping/transportation process. All shipping claims must be filed against the truck line in question.

NO EXPRESS OR IMPLIED WARRANTIES

CHALLENGER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE, KIND, OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PRODUCTS EXCEPT AS SPECIFICALLY STATED HEREIN. CHALLENGER SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

LIMITATIONS ON LIABILITY

Challenger's sole liability for any and all damages resulting from any cause whatsoever, whether based in contract, negligence, strict liability, other torts, or otherwise shall be limited to the original price of the Product. **IN NO EVENT SHALL CHALLENGER BE LIABLE 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 SUCH CAUSE.**

PURCHASER'S OBLIGATION TO INSPECT UPON DELIVERY

Purchaser must promptly inspect all Products upon delivery and notify Challenger in writing of any defects, shortages or non-conformities within 30 days of the date of delivery ("Delivery Date"). Notwithstanding anything herein to the contrary, if Purchaser fails to promptly inspect and identify any Product defects, shortages, or non-conformities which are discoverable by inspection within 30 days of the Delivery Date, Purchaser shall be deemed to have accepted the Products as is and Challenger shall have no obligations and/or liability with respect to such defects, shortages.

ASSIGNMENT

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

MODIFICATION

THIS WARRANTY CONSTITUTES THE FINAL AND EXCLUSIVE TERMS FOR THE SALE OF THE PRODUCTS AND MAY NOT BE MODIFIED EXCEPT UNLESS WRITTEN MODIFICATION IS OBTAINED FROM AN OFFICER OF CHALLENGER.
