

# GO GREEN™ LIMITED WARRANTY

## 10 YEAR LIMITED WARRANTY ON WEAR

Go Green Synthetic Turf (Go Green) warrants to the original owner that its turf products are free of defects in material and workmanship, and warrants the turf will retain at least 50% of its pile fiber for a period of 10 years. This limited warranty is contingent upon proper installation, correct infill system, and proper maintenance. Slight color changes may occur over the lifetime of this turf. However, color change is NOT considered to be an issue or basis for claim. For more information on proper maintenance and installation please visit our website at [www.gogreenusa.global](http://www.gogreenusa.global)

If, in the opinion of Go Green or one of its representatives, any area or portion of the turf substantially changes in texture; or if pile heights decrease 50% or more within 10 years after its purchase, Go Green will have all such areas or portions replaced with new turf of equivalent quality, EXCLUDING any and all installation costs, provided the following criteria have been met:

1. Claimant is the original owner/purchaser and provides proof of purchase.
2. Claim is made no later than 10 days of damage occurrence.

In the event the pile height decreases more than 50% of the original height, Go Green will replace the affected portion with new product of equal quality based upon a pro-rated basis as outlined below. **This applies to turf only** and excludes all incurred costs associated with installation, including but not limited to labor charges, installation supplies, inconvenience, etc. Aside for the replacement turf, owner assumes responsibility for all other charges related to replacement.

|                       |      |
|-----------------------|------|
| 0 to 2 years          | 100% |
| 3rd year              | 90%  |
| 4 <sup>th</sup> year  | 80%  |
| 5 <sup>th</sup> year  | 70%  |
| 6 <sup>th</sup> year  | 60%  |
| 7 <sup>th</sup> year  | 50%  |
| 8 <sup>th</sup> year  | 40%  |
| 9 <sup>th</sup> year  | 30%  |
| 10 <sup>th</sup> year | 20%  |

## LIMITATIONS TO WARRANTY

Go Green will repair or replace products that are determined to be defective in materials or workmanship. However, warranty shall be limited by the above conditions and shall be void and of no effect in the event the product was **NOT** properly installed, applied, maintained and/or used in compliance with Go Green' written documentation. Furthermore, if any product has been subjected to misuse; negligence; willful or negligent accident or abuse; damage by machinery or equipment; unauthorized modifications or a natural disaster, the warranty shall be null and void. This limited warranty does not apply to installations on stairways or other uneven surfaces, nor does it apply to turf which has not been properly maintained.

This limited warranty does not apply to product damage due the sun, direct sunlight, the heat of the sun, nor any and all reflective surface damage that have caused singeing or melting of the turf fibers.

Effects due to changes in texture resulting from application of sand, entrapped dirt, normal matting, and compression are expressly excluded from this warranty, as are any and all installation on stairs or angular sections where the infill system cannot be sustained, thereby exposing the entire length of the fiber to ultraviolet degradation.

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

This limited warranty does not apply:

1. If the product is used for any application **other** than sports fields, courts, greens, landscaping, play areas and pet areas.
2. To any damage caused during or on account of improper installation or repairs.
3. To the extent that any defect or damage is cause by:
  - a. Burns, cuts, accidents, vandalism, abuse, negligence or neglect
  - b. Improper design or failure of the sub-base
  - c. Wear or abrasion caused by inadequate sub-base
  - d. Wear or abrasion under swing sets, slides or any other high-friction equipment
  - e. Wear due to lack of improper infill or no infill
  - f. Movement of product due to lack of infill or improper installation
  - g. Use of an incorrect grade of infill products.
  - h. Failure to maintain infill products at the correct level (per FIFA accredited test institutes)
  - i. Use of inappropriate footwear or sports equipment
  - j. The playing surface being used other than for the purpose for which it was designed and installed
  - k. Use of chemicals including herbicides and pesticides
  - l. Use of improper cleaning methods
  - m. Any harmful chemical reaction to the product caused by infill materials
  - n. Acts of God, static build up, or other conditions beyond the reasonable control of Go Green
  - o. Post fibrillation after or during installation for purposes other than to get infill materials in place

- p. Failure to properly maintain, protect or repair the products or turf
  - q. Packing, matting or roll crush marks are inherent characteristics of turf manufactured with polypropylene/olefin and nylon fibers.
  - r. Damage or missing product that occurs during the shipping or transportation process. Product must be inspected upon delivery. All shipping related claims must be filed, in writing, against the shipping company or transportation company in question within three to five business days. Go Green must also be notified of these claims. Failure to provide notice within the required three to five business day period shall constitute that the Purchaser accepts all products “as-is”. Go Green shall then have no obligation or liability with respect to such defects and shortages
  - s. Damage caused by direct sunlight and heat or any reflective surface which may cause singeing or melting of the turf blades including home windows, car windows, neighbor’s windows or other reflective materials
  - t. Damage caused by flammable materials
  - u. Damage caused by improper repair or attempted repair
4. Go Green will not be responsible for variations in products and samples as different dye lots are included in the manufacturing process. Purchaser is responsible for purchasing enough product to complete installation area, especially if this area requires a seam. For future purchases, Go Green cannot guarantee an exact match to previously purchased turf.

In the event that the product is used for purposes other than the specific activities set out herein, or for any other uses for as is provided through written authorization from Go Green, it being understood that Go Green has tested the products for use in connection with these activities and may not have tested products for other unintended uses, Go Green will not be responsible for any and all damage incurred and this limited warranty, as well as, all legal warranties shall become null and void.

## **REMEDY**

If a product fails to perform as outlined in this limited warranty, as determined by Go Green or its representatives, during the warranty period, Go Green will provide replacement product (F. O. B. Mill) of equal quality and value, prorated for the number of months remaining in the unexpired limited warranty period. Purchaser/owner shall be responsible for any and all costs associated with paying the portion of the purchase price for the replacement product not allowed by Go Green. Go Green will not be responsible for removal of any defective turf nor installation of the new turf.

## **LIMITATIONS ON LIABILITY**

In no event shall Go Green 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 Go Green has been advised of the possibility of such damages.

Go Green will not be responsible for any costs or expenses incurred by Purchaser or Owner or others with respect to any tests, inspections, or consultations conducted by Purchaser or Owner or any other. Claims must be submitted within 10 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 discovered by inspection upon delivery of the products, all obligations of Go Green 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 Go Green of such defects, shortages, or non-conformities in writing within ten (10) days after the date of delivery.

#### **ASSIGNMENT**

Purchaser may not transfer, convey or otherwise assign all or any of its rights under this limited warranty without express written consent of Go Green. Any transfer or new assignment without Go Green written consent shall be deemed null and void.

The foregoing is in lieu of all other warranties, statutory, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Go Green shall not in any event be liable for any indirect, special, incidental, consequential, punitive or other similar damages including, but not limited to, loss of profits or revenue, goodwill or other economic loss, even if Go Green has been advised of the possibility of such damages.

#### **CLAIMS PROCEDURE**

Claims must be signed and submitted in writing and delivered to:

Go Green Claims Department  
PO Box 1119  
Tunnel Hill, GA 30755

Such claims must also be accompanied by proof of purchase from an authorized agent of Go Green. If the Purchaser fails to notify Go Green within ten (10) days of the event, Go Green has the right to deny any and all aspects of the filed claim.

This limited warranty gives Purchaser specific legal rights which may vary from state to state.

#### **MODIFICATION**

**THIS WARRANTY CONSTITUTES THE FINAL AND EXCLUSIVE TERMS FOR THE SALE OF PRODUCTS AND MAY NOT BE MODIFIED, ABSENT THE EXPRESS WRITTEN CONSENT FROM GO GREEN.**

# WARRANTY INFORMATION FORM

## Customer Information

Print Purchaser Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Phone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Secondary Phone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

## Product & Installer Details

Style of Turf: \_\_\_\_\_

Total Square Footage: \_\_\_\_\_

Date Purchased: \_\_\_\_\_ Date Installed: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

Installed by: \_\_\_\_\_ Professional Installer \_\_\_\_\_ Self \_\_\_\_\_

Other (Please specify): \_\_\_\_\_

Installer's Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

I, \_\_\_\_\_, acknowledge and accept the above Go Green Limited Warranty and have completed the above information to the best of my knowledge.

Signature of Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Purchaser: \_\_\_\_\_

***Please mail this form, along with Proof of Purchase  
from authorized Go Green representative to:  
Go Green Claims Department, PO Box 1190, Tunnel Hill, GA 30755***