

Endless Summit

WARRANTY STATEMENT GRASS PARTNERS BV

The Grass Partners artificial surface has a warranty of 8 (*eight*) years on:

- * Abnormal wastage symptoms;
- * Durability against weather influences such as:
- * UV-radiation, temperature, humidity, rot and mold
- * Water permeability;
- * Pet waste & Pet urine;

The warranty coverage will commence on the date of substantial completion of the installation site and continues from that date.

Emphatically excluded are all damages caused directly or indirectly by factors that are out of the responsibility and influence of Grass Partners BV.

The warranty is only valid as to defects caused by the use and/or processing of materials.

No damages and defects are guaranteed when caused by:

- Using the surface for other aims than “**Landscaping, Leisure-, multi-sports , sport**” purposes;
- Mechanical damage, vandalism, abuse, neglect, deliberate act, accident, disaster or casualty;
- Insufficient or wrong maintenance+

The claim to the guarantee can only be made in relation to defects of materials and the artificial grass construction of the artificial grass surface and will never go beyond repairs or replacements or removal of parts of or the entire artificial grass surface and this exclusively to be judged by Grass Partners BV.

The claim shall never exceed the original sales price of the materials, excluding costs of removal provided by Grass Partners BV.

Our general sales terms apply to this guarantee. These general sales terms take precedence of this guarantee statement.

When replacement of parts of the artificial grass system or of the entire artificial grass surface will take place, same will be done against calculation of a reasonable indemnification for the use since the date of delivery and/or installation and will be adjusted by mutual agreement.

The claim to the guarantee expires when without a previous written consent of Grass Partners BV one has proceeded to repair or replacement. In case that the principal Grass Partners BV, are at odds, both parties will accept an domestic notified body as independent expert.

APPENDIX 1: WARRANTY

Grass Partners BV makes no express warranties to distributor with respect to the products other than as contained in Grass Partners BV standard warranties for each of the products. To the fullest extent permitted by law all implied warranties are hereby excluded, including but not limited to warranties of merchantability and fitness for a particular purpose. Distributor shall make no warranties to its customers regarding the products in the name of Grass Partners BV or otherwise having the effect of giving customers direct recourse to Grass Partners BV.

Any and all warranties made by Grass Partners BV in connection with the products will be immediately terminated in the event that any of its products are altered or modified without the express written consent of Grass Partners BV.

Distributor's remedies are limited. Distributor may not recover any loss of profits, indirect, special, consequential or incidental damages arising out of any breach of warranty or contract. Such damages are excluded from this contract Grass Partners BV maximum responsibility in damages for any sale is limited to the price charged for that sale.

In the 1st year after delivery	100% of the aforementioned costs
In the 2nd year after delivery	87% of the aforementioned costs
In the 3rd year after delivery	75% of the aforementioned costs
In the 4th year after delivery	62% of the aforementioned costs
In the 5th year after delivery	50% of the aforementioned costs
In the 6th year after delivery	37% of the aforementioned costs
In the 7th year after delivery	25% of the aforementioned costs
In the 8th year after delivery	12% of the aforementioned costs

Genemuiden, 2018.