

10 YEAR PRODUCT WARRANTY

The Namgrass warranty has been put in place to ensure maximum peace of mind for our purchasers and guarantees that if our products are found to be faulty we will either repair or replace the effective area. For the purposes of clarification the following aspects are covered by the warranty for the period of 10 years from date of installation.

What's included in this warranty:

- ✓ The colour of the grass fibres will not noticeably change, though maybe subject to a variance of +/-10% from the standard original colour.
- ✓ The average pile anchorage (tuftlock) of the product will not reduce by more than 30% from its original value.
- ✓ The latex backing will not rot.
- ✓ Abnormal wear.
- ✓ Abnormal ageing.
- ✓ Resistance of the carpet against normal weather influences.
Resistance of the carpet against rotting under normal conditions

Notes.

If replacement is deemed necessary Namgrass will supply replacement product, and for the product which is determined by Namgrass not complying with the above warranty, allowing the purchase price for the replacement product multiplied by a fraction, the numerator of which is the number of months remaining in the warranty period and the denominator of which is the total number of months in the warranty period. The purchaser shall pay the portion of the purchase price for the replacement product not allowed by Namgrass. Namgrass shall neither be obligated to remove or dispose of the defective grass or install the new grass, not be obligated to pay the cost for such removal, disposal or installation. The warranty cover will automatically laps if maintenance or repairs are carried out by third parties, unless this is with the written consent of Namgrass. A complaint within this warranty should be communicated to Namgrass in writing within 30 days after detecting the default to the grass carpet, by mentioning the kind of default.

Limitation of Liability.

Namgrass entire liability for any defective product shall in no event exceed the purchase price for the defective products. Namgrass shall in no vent be held liable, whether on the basis of contract or not (including, but not limited to, negligence) or under any other legal theory (including, but not limited to, strict liability and/or equitable theory), for lost profits or revenues, loss of use or similar economic losses, or for indirect, special, incidental, arising from or in connection with the use, conditions, possession, performance, maintenance, non-delivery or late delivery of the products, even if Namgrass has been notified of the possibility of such damages. Consequential, punitive neither will Namgrass accept any liability for any damages or injury sustained by parties using our products.

Limitation of Liability.

The warranty provided herein is the sole exclusive warranty with regards to Namgrass products and replaces any and all other warranties, whether oral or in writing, of any kind concerning Namgrass products. The remedies of repair and/or replacement provided in article 2 hereof are the sole obligations of Namgrass, and the sole remedies of the purchaser, under this warranty. Except as expressly provided herein, Namgrass makes no statements or warranties of any kind or nature concerning any of its products, whether express or implied, including, but not limited to, any warranty or merchantability, fitness for any particular purpose, or non-infringement of third party rights.

The Namgrass warranty shall be valid, provided that the following conditions have been respected:

- ✓ The surface is only used for the application that it is designed for and not used for different purposes in general.
- ✓ The surface has been used in accordance with the instructions for use (appropriate footwear (no spikes)
- ✓ The infill is in accordance with the standard infill procedure (rotational brush only used during installation, use of rounded and siliceous sand, etc.).
- ✓ The secondary products (glues, adhesive tapes, sand, rubber granules, etc.) are used according to the recommendations of NAMGRASS.

Modifications.

This warranty and NAMgrass standard terms and conditions of sale are the complete, final and exclusive agreement of the parties with respect to the quality and performance of the products and any and all warranties concerning the products. No dealer, sales representative or similar person is authorised to grant warranties which are not covered by this warranty, to extend any warranty period hereunder or otherwise to change, modify, amend or supplement the provisions of this warranty. Any change, modification, or supplement to this warranty must be made in a written instrument signed by an authorised representative of Namgrass.

Waiver.

Any Namgrass' failure to exercise, or delay in exercising any right, power or remedy hereunder shall not be considered as a waiver thereof. No single or partial exercise of any right, power or remedy by Namgrass preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Severability.

If any provision or any portion of any provision of this warranty to be held to be illegal, invalid or unenforceable by a competent judicial court, the remaining provisions or portions thereof shall remain in full force and effect and shall remain to be a binding agreement of the parties with respect to the subject matter hereof.

Severability.

Without Namgrass; advance written consent, the Purchaser may not transfer, convey or otherwise assign all or any of its rights under this warranty. This warranty is to benefit and be binding upon Namgrass and the purchaser and their respective successors and authorised assigns. Claims under this warranty may only be made by the purchaser and not by the purchasers sub-buyers or any other third parties.