

## GARDENMARK, LLC FIFTEEN (15) YEAR LIMITED WARRANTY

GardenMark, LLC (“GardenMark”) uses the highest quality materials and the latest manufacturing techniques in the production of our synthetic grass. Our artificial turf products are manufactured according to our product specifications.

GardenMark warrants its Artificial Grass for fifteen (15) years from the date of purchase, provided it is installed and maintained as recommended by GardenMark. If any area or portion of the grass substantially changes, as distinguished from a change in texture, within fifteen years of its purchase, GardenMark will provide a sufficient amount of grass necessary to replace all such areas or portions. Slight color changes will occur over the lifetime of GardenMark Artificial Grass and are not considered an issue or basis for a claim. Any and all labor costs involved with the removal of the affected grass and reinstallation of the replacement grass shall be the responsibility of the purchaser. The term “Artificial Grass”, as used herein, shall only include products supplied by GardenMark. Although GardenMark’s Canine grass is warranted for fifteen years, the Warranty applies to the grass only. Any additives, including, but not limited to, anti-microbial, anti-static, anti-bacterial additives, are warranted for five (5) years only.

General provisions of this limited warranty apply to the wear of the grass with regard to ultraviolet degradation, and do not apply to damage incurred during installation, improper underlay, pile crushing, willful or negligent abuses, or damage by machinery or equipment, nor does it apply when the grass is not installed by a professional installer. This expressed limited warranty excludes all implied warranties and GardenMark shall in no event be liable for a breach of warranty in any amount exceeding the original invoice price of the grass.

This Warranty does not cover:

- Damage from accidents, vandalism, abuse, misuse, improper maintenance and/or neglect.
- Acts of God (including, but not limited to, earthquakes, floods, hurricanes and other natural disasters) .
- Use of chemicals and improper cleaning methods.
- Failure to properly maintain, protect and/or repair the Artificial Grass.
- Damage that occurs during the shipping/transportation process. All shipping claims must be filed against the freight company in question.
- Damage caused by reflection (melting) or other flammable materials.
- Damage, directly or indirectly, including but not limited to, on account of, accident, vandalism, machinery, spiked shoes, animals, misuse, fire, flood, chemical reactions, static or dynamic loads exceeding GardenMark and/or its supplier's specifications at time of installation including settling of the surface.

Artificial grass is considered a consumer product and is subject to normal wear and tear. Normal wear and tear is not a manufacturing defect and is not covered by this Warranty. Matting of face fibers, especially in high traffic areas, is normal and is not covered by this Warranty.

This Warranty is expressly in lieu of all conditions and warranties, expressed or implied, in fact, or by law or otherwise, including without limitation, any implied conditions or warranties as to merchantability or fitness for a particular purpose. No person or party is authorized to create any obligation or liability for GardenMark and/or its supplier(s) and only the Warranty expressed herein shall apply. GardenMark and/or its supplier's obligations under this Warranty are restricted to the repair or, at its sole option, replacement of all, or the affected parts covered herein. GardenMark and/or its supplier's liability under this Warranty is limited to the material value of the item to be repaired or replace the affected portion of the finished GardenMark Product with new Artificial Grass of equal quality on a **prorated** basis (prorated schedule below).

GardenMark endeavors to handle all warranty claims promptly and professionally conditional on customer's account being in good standing at time of claim. It is agreed that all claims by purchaser made under the foregoing Warranty shall be invalid and null and void unless made in writing to GardenMark within fifteen years from date of purchase and within thirty days of learning of the cause.

GardenMark will provide replacement grass covered under the Warranty within a reasonable time period from date of its receipt of notice.

GardenMark shall provide replacement grass to Purchaser at a prorated cost based upon the usable period of the product as detailed in the schedule below.

GardenMark's sole liability under this Warranty shall be limited replacement of the affected area(s) of the Product.

Replacement grass shall have a remaining Warranty of the balance of the original warranty period.

**GardenMark Prorated Warranty Schedule:**

Residential-Landscaping, Roof Deck and Putting Applications

Years 1 through 4	100%
Years 5 through 7	75%
Years 8 through 10	50%
Years 11 through 12	25%
Years 13 through 15	10%

Commercial-Playgrounds, Pet Areas, Highway and Street Medians

Years 1 through 4	100%
Years 5 through 7	50%
Years 8 through 10	25%
Years 11 through 12	15%
Years 13 through 15	5%

In order for this Warranty to be effective, Purchaser (End User) of GardenMark Artificial Grass must complete and submit ALL required information as detailed on the following page.

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**IMPORTANT: IN ORDER FOR THIS WARRANTY TO BE IN EFFECT, PURCHASER (END USER) MUST COMPLETE ALL INFORMATION AND ATTACH ALL REQUIRED DOCUMENTATION. FURTHER, YOU MUST RECEIVE AN EMAIL RESPONSE FROM GARDENMARK INDICATING THAT THE WARRANTY WAS RECEIVED.**

### Purchaser (End User)

Name : \_\_\_\_\_  
Address1 : \_\_\_\_\_  
Address2 : \_\_\_\_\_  
City : \_\_\_\_\_  
State : \_\_\_\_\_  
Zip Code : \_\_\_\_\_  
Phone : \_\_\_\_\_  
Email : \_\_\_\_\_

### Sold By (Installer/Dealer)

Name : \_\_\_\_\_  
Address1 : \_\_\_\_\_  
Address2 : \_\_\_\_\_  
City : \_\_\_\_\_  
State : \_\_\_\_\_  
Zip Code : \_\_\_\_\_  
Phone : \_\_\_\_\_

Date of Purchase: \_\_\_\_\_

Type of Grass (Montana, Kentucky, Augusta, Canine): \_\_\_\_\_

Square Feet Purchased: \_\_\_\_\_

Original Invoice

Photos of the Installed Grass

**EMAIL THE COMPLETED FORM, ORIGINAL INVOICE AND PHOTOS OF THE INSTALLATION TO:  
WARRANTY@GARDEN-MARK.COM**

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