

Envirofill® Limited Product Warranty

USGreentech, L.L.C. warrants to the owner of the playing field(s) at which ENVIROFILL has been installed (“Owner”) that, for a period of sixteen (16) years after the date of installation (the “Warranty Period”): (1) ENVIROFILL’s coating will not deteriorate in excess of limits described below under normal and proper use as an infill for an artificial turf sports surface and (2) the ENVIROFILL shall be free from defects in material and workmanship.

If USGreentech determines that any ENVIROFILL does not conform to this Limited Product Warranty (the “Warranty”) during the Warranty Period, USGreentech shall deliver to the Owner new ENVIROFILL to replace the non-conforming ENVIROFILL.

Anticipated condition of ENVIROFILL after 16 years of normal wear:

1. On average across the field, a minimum of 70% of the product will remain coated.

Restrictions

This Warranty shall be effective only if:

1. The attached *ENVIROFILL® Limited Product Warranty Registration Form* providing the Owner’s name, installation date, installation company, product information, field location, etc. is completed and filed with USGreentech at the address below, postmarked within sixty (60) days after ENVIROFILL installation.
2. The Owner gives USGreentech written notice of a claim under this Warranty within thirty (30) days after the Owner (i) determines that the rate of ENVIROFILL’s deterioration exceeds the natural lifespan set forth above or (ii) discovers the existence of a condition that gives rise to the claim. All written notices must include the name of the Owner, field location, product information, and a brief description of the complaint and must be sent to:

USGreentech, L.L.C.
Attn: ENVIROFILL Limited Warranty Claim Dept.
3607 Church Street
Cincinnati, Ohio 45244
3. The Owner provides USGreentech representative(s) (or its appointed representative(s)) an opportunity to then inspect the ENVIROFILL with respect to which the claim is made.
4. The USGreentech representative(s) (or its appointed representative(s)) inspect the ENVIROFILL and determine that (i) the ENVIROFILL’s coating has deteriorated prematurely in excess of limits described herein, under normal and proper use and/or (ii) the ENVIROFILL contains defects in material and workmanship. Twenty (20) samples will be taken at random (spaced no closer than 25’) across each sports field to the entire depth of the ENVIROFILL. The samples will be tested by a third party.



If all of the foregoing criteria are met and USGreentech's representatives determine that the ENVIROFILL does not conform to the quality standards set forth herein, USGreentech shall deliver to the Owner new ENVIROFILL to replace the non-conforming ENVIROFILL.

Note: The Owner shall be responsible for all travel costs and expenses of the USGreentech representative should the representative determine that the ENVIROFILL shows no signs of premature deterioration and/or contains no material defects outside of those stated. If the USGreentech representative(s) determines that the ENVIROFILL does not comply with the standards set forth herein, USGreentech shall pay the travel costs and expenses of its representative(s).

This Warranty shall not apply to any ENVIROFILL which has once been installed and thereafter removed to a new location.

It may be necessary to add ENVIROFILL to a field during the Warranty Period due to migration or turf replacement. This additional supply of ENVIROFILL is not included in this Warranty. In the event such additional ENVIROFILL is required after migration or turf replacement, the Warranty Period shall run from the point of the initial ENVIROFILL installation.

Exclusions

This Warranty covers only the cost and delivery of the new ENVIROFILL. Removal and installation are not included.

Notwithstanding anything to the contrary in this Warranty any damage or defect resulting in whole or in part from any of the following causes is NOT the responsibility of USGreentech and is NOT covered by this Warranty:

1. Improper installation of ENVIROFILL, including, without limitation, failure to comply with USGreentech installation instructions.
2. Use in excess of 2000 hours per year.
3. Improper design or failure of the sub-base of the sports field.
4. Wear or abrasion caused by an inadequate sub-base.
5. Use of the playing surface for purposes other than that for which it was designed and installed.
6. Improper treatment such as excessive vehicular traffic, use of vehicles with anything other than smooth tread pneumatic tires, use of golf clubs and fireworks and the erection of stages and other structures, unless a field protection system expressly approved by USGreentech is in place.
7. Use of footwear having cleats of more than 5/8" in length or shoes having metal cleats, spikes or similar metal projections, other than conventional metal-tipped football or rugby cleats. Metal track spikes and metal baseball cleats are expressly prohibited.
8. Use of ENVIROFILL in a synthetic turf tennis system.
9. Use of harsh cleaning chemicals, herbicides or pesticides.
10. Use of improper cleaning methods.
11. Failure to properly maintain the installation by use of recommended equipment.
12. Failure to maintain ENVIROFILL at the turf manufacturer's recommended depth.
13. Acts of God or other conditions beyond the reasonable control of USGreentech, L.L.C.



Disclaimer

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR OTHERWISE (EXCEPT IMPLIED), CONCERNING THE PURCHASE, USE OR CONDITION OF ENVIROFILL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUALITY OR CONFORMITY WITH ANY DESCRIPTION OR SAMPLE. EXCEPT AS SET FORTH IN THIS WARRANTY, ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS IMPLIED BY LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ARE HEREBY LIMITED TO THE DURATION OF THE WARRANTY PERIOD, AS DEFINED HEREIN. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Limitation of Damages

OWNER'S EXCLUSIVE REMEDY FOR ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ENVIROFILL, INCLUDING, WITHOUT LIMITATION, ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, OR ANY ALLEGATION THEREOF, SHALL BE LIMITED TO REPLACEMENT OF THE ENVIROFILL FOR WHICH A CLAIM IS MADE AND PROVED. IN NO EVENT SHALL USGREENTECH BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ENVIROFILL, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY PLAYING FIELD. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

No person or entity other than the Owner or USGreentech shall have any rights to enforce any term of this Warranty. USGreentech shall be permitted to assign any obligations and limitations under this Warranty, without the prior consent of Owner, to any purchaser of substantially all of the assets of USGreentech or to any financially responsible party in connection therewith.

This warranty shall be governed by the internal laws of the State of Ohio. Any dispute arising out of or related to this warranty or the contract or contracts related to the sale and/or installation of ENVIROFILL shall be resolved by arbitration pursuant to the rules and procedures of the Construction Industry Division of the American Arbitration Association. The American Arbitration Association case filing services can be reached at 877-495-4185 or www.adr.org. The arbitration shall be conducted in Cincinnati, Ohio, unless there is an ongoing arbitration of related disputes in the vicinity of the playing field where the ENVIROFILL was installed. You may not file suit against USGreentech under the Magnuson-Moss Warranty Act until your claim has been submitted to AAA for arbitration and a decision has been reached. However, you may be entitled to file suit under state law without waiting. In the event of arbitration (or litigation) of any such dispute, the prevailing party on any claim shall be paid the prevailing party's reasonable attorneys fees, expert witness fees, and other costs associated with the particular claim.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

If you have any questions about making a claim under this Warranty, you can contact USGreentech at 800-548-0402. *Please note that you must still file a written notice to make a claim under this Warranty.*



Envirofill®
Limited Product Warranty
REGISTRATION FORM

Location or Identification of Playing Field(s) covered by this Warranty: _____

Name of Contractor responsible for ENVIROFILL Installation: _____

Quantity of ENVIROFILL installed: _____ Color: _____ Size: _____

Date of Installation: _____

Purchase order: _____

Owner's Name

By: _____ Date: _____

Title: _____

USGreentech, LLC

By: _____ Date: _____

Title: _____

Within 60 days after installation of ENVIROFILL, please send the completed *Envirofill® Limited Product Warranty REGISTRATION FORM* to:

USGreentech, L.L.C.
Attn: Envirofill Limited Warranty Claim Dept.
3607 Church Street
Cincinnati, Ohio 45244

