



Limited Lifetime Warranty

Verdigrass Inc. (“Verdigrass”) hereby offers a limited lifetime warranty for its artificial grass products (the “Products”), contingent upon their proper storage, handling, installation, and maintenance in alignment with Verdigrass guidelines and industry standards. Should any portion of the Product demonstrate significant changes due to material or manufacturing defects, beyond a mere change in texture, or if the pile heights reduce by 50% or more (as measured by ASTM Test D5823), Verdigrass will at its sole discretion, either (1) replace or repair the affected portion of the Product with an artificial grass product of the same or similar quality (dye lot variation is to be expected) or (2) issue a credit based on the original purchase price for the specific affected area or portion of the Product according to the proration schedule below:

Residential projects: purchased less than 9 years ago (100%); 9 to less than 13 years (50%), 13 to less than 16 years (25%); 16 years and over (15%)

Commercial projects: purchased less than 9 years ago (100%); 9 to less than 11 years (50%); 11 years and over (15%)

VerdiChamp™ and other sport or performance products: purchased less than 5 years ago (100%); 5 to less than 7 years (50%); 7 to less than 9 years (25%); 9 years and over (15%)

The credit can only be applied towards the purchase of Verdigrass Products directly from Verdigrass at published retail price, and cannot be combined with any other promotional discounts. No cash payments or reimbursements will be provided.

Warranty claims are limited to the original purchase price of the artificial grass products and does not cover any associated costs, including shipping, handling, installation, infill, and other related expenses such as installation supplies, labor charges, any inconvenience caused, etc. Any Products that are repaired, replaced, or otherwise provided by Verdigrass under this warranty shall have a remaining warranty period based on the proration schedule of the original warranty.

For warranties validated on products purchased over 13 years prior, only credits will be given as per the proration schedule and terms above; repair or replacement will not be an option.

By accepting the Products (e.g., signing the receipt, installing the Products, or retaining the Products for a period of 30 days or more), the Purchaser agrees to the terms and conditions outlined in this Limited lifetime Warranty.



Limited Lifetime Warranty (Cont'd)

Limitations on Coverage: this limited lifetime warranty does not cover any defect, failure, or damage in or to the Products, including:

1. Normal wear and tear, including matted down or twisted blades (regardless of cause), which is not considered a manufacturing/material defect and not covered.
2. Slight color changes will occur over the lifetime of the Products and are not covered;
3. Normal loss of grass material strength due to ultraviolet degradation is not covered;
4. Visual lines caused by variation of the color of yarns and manufactured tufted stitch lines are not considered a defect as there is no deterioration of the actual yarn itself and is a common occurrence among all tufted products;
5. Damage caused directly or indirectly by accidents, misuse, vandalism, abuse, neglect, excessive static or dynamic loads, or improper storage, shipping, handling, installation, maintenance, alterations, replacement, and repairs;
6. Damage caused directly or indirectly by animals, machinery, equipment, improper footwear (e.g., spiked shoes), vehicular traffic, fires, inflammable materials, acts of God (including floods, earthquakes, hurricanes, and other natural disasters), or use of chemicals and cleaning methods not recommended for artificial grass;
7. This limited warranty does not cover the installation of the Products or any issues stemming from the installation, such as improper drainage, underlay and subsurface preparation, subsurface failure, etc.;
8. This limited warranty does not cover any damage resulting from repair/replacement or attempted repair/replacement by anyone other than Verdigrass or its authorized agents, retailers, subcontractors or installation partners;
9. Damage resulting from failure to properly maintain, protect and/or repair the Products and cleaning of the Products due to calcium build up/dew;
10. Damage resulting from localized heating (most often caused by highly reflective surfaces such as energy efficient or reflective windows, glass doors and/or smooth white surfaces such as vinyl fences, metal blocks, etc.) Purchaser is strongly advised to discuss this issue with a certified and experienced installer prior to the installation;
11. Areas used for high traffic, sport activities, playgrounds and tee lines are not covered;
12. Damage caused by leaving heat-absorbent material on the artificial grass during daylight hours such as clear or dark plastic sheeting, etc. These products absorb heat at a higher rate than the artificial grass and may cause localized shrinkage of the fibers as the temperature may exceed the artificial grass stabilization temperature.



Limited Lifetime Warranty (Cont'd)

Limitations on Liability:

Purchaser must promptly inspect all Products upon delivery. Anything herein to the contrary notwithstanding, to the extent that any defects, shortages, or nonconformities in the Products are discoverable by inspection upon delivery of the products, all obligations of Verdigrass to Purchaser with respect to such defects, shortages, and nonconformities shall be deemed satisfied, and all products shall be deemed to be free of such defects, shortages, and nonconformities, unless Purchaser notifies Verdigrass of such defects, shortages, or nonconformities in writing at support@verdigrass.com within 30 days after the date of delivery.

Verdigrass shall in no event be liable for a breach of warranty or any other liabilities in any amount exceeding the invoice price of the affected portion of the Products. This limited warranty is expressly in lieu of all conditions and warranties express 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 Verdigrass, and only the limited warranty expressly stated herein shall apply.

Verdigrass shall not in any event be liable for any indirect, incidental, punitive, special, consequential, or other similar damages based on breach of this or any other warranty, breach of contract, negligence, tort, or any other legal theory, including, but not limited to loss of profits or revenue, economic loss, or other goodwill, even if Verdigrass has been notified of the possibility of such damages. All labor costs involved with the installation, loss of wages, removal of the affected artificial grass and/or reinstallation of any replacement will be the responsibility of the Purchaser.

Non Assignment: This limited warranty applies only to the original purchaser. Purchaser may not transfer, convey, or otherwise assign all or any of its rights under this limited warranty without prior written consent of Verdigrass. Any such transfer or assignment without prior written consent shall be null and void and of no force or effect.



Limited Lifetime Warranty (Cont'd)

Claims Procedure:

Verdigrass endeavors to handle all warranty claims promptly and professionally, conditioned on the customers' account being in good standing at time of the claims. All claims made under the foregoing limited warranty shall be invalid and void unless made in writing, including email, with photos, prior to the expiration of the warranty period and within thirty (30) days of becoming aware of the suspected failure/defect.

Claims must be submitted in writing and delivered to support@verdigrass.com. In order to qualify for this limited warranty, Purchaser must provide the following information: Warranty owner first name and last name; address of installation; specific Verdigrass Product; name of supplier (e.g. Verdigrass store, licensed installer, licensed retailer, etc.); original invoice number of purchase from Verdigrass; original invoice date of purchase from Verdigrass; name of Purchaser (if different from warranty owner); copy of receipt of original purchase; pictures and description of the affected portions of the Products.

Binding Arbitration and Governing Law: Any dispute arising out of or relating to this limited warranty or associated transactions shall be resolved by binding arbitration administered by JAMS in San Francisco, California, governed by and construed in accordance with the laws of the State of California. The arbitrator's decision shall be final and binding. Judgment on the arbitration award may be entered in any court having jurisdiction.

Verdigrass Inc.
Gerardo Ibarra, Chief Executive Officer

