



Terms and Conditions of Sales

Verdigrass relies on the Purchaser—including their contractor and representative—to provide accurate measurements for the project. Based on these measurements, Verdigrass will suggest suitable panel sizes. However, Verdigrass assumes no liability for any inaccuracies in the measurements provided. The recommended panel sizes are considered accepted upon the Purchaser's payment. Any order necessitating Verdigrass to cut from either a full or partial roll (i.e., custom order) is non-cancelable and non-returnable. Should Verdigrass opt to accept a return of a full roll, on the condition that it remains unaltered and unopened, a restocking fee of thirty-five percent (35%) of the original purchase price will be incurred. All returns will be issued only as store credits, applicable to future orders placed with Verdigrass.

Verdigrass offers either curbside or driveway delivery services at an additional charge. For curbside delivery, Verdigrass will deliver the order to the curb at the end of the Purchaser's driveway. This service excludes 1) transfer from curb to Purchaser's property, 2) setup or assembly of items, 3) removal of packaging materials, and 4) any other services beyond dropping off the purchased items at the curb. The Purchaser is solely responsible for moving the products from the curb to their property. The Purchaser acknowledges that no refunds or credits will be issued by Verdigrass if they choose curbside delivery and then decide to refuse the delivery at the curb. For driveway delivery, the Purchaser authorizes Verdigrass to enter the property to deliver the order on the driveway. The Purchaser hereby releases and forever discharges Verdigrass, its equipment, and its employees or contractors from any claims, demands, causes of action, obligations, charges, damages, or liabilities arising from the delivery. This service does not include 1) transfer from the driveway to any other part of the Purchaser's property, 2) setup or assembly of items, 3) removal of packaging materials, or 4) any other services beyond dropping off the purchased items on the driveway. The Purchaser is solely responsible for moving the products from the driveway to their property. The Purchaser acknowledges that no refunds or credits will be issued by Verdigrass if they choose driveway delivery and then decide to refuse delivery at the driveway or if the driveway is blocked. In the event the driveway is blocked, Verdigrass will revert to curbside delivery. Unless otherwise agreed in writing, the Purchaser (or an adult designated by the Purchaser) must be present to accept and sign for the delivery.

Purchaser must promptly inspect all Products upon delivery/pickup prior to installation. Anything herein to the contrary notwithstanding, to the extent that any defects, shortages, or nonconformities in the Products are discoverable by inspection upon delivery/pickup 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 portion of the Products leading to the cause of action. Verdigrass provides a limited warranty, which can be reviewed at https://www.verdigrass.com/files/ugd/24a65a_dff346a5900f419b9c6ffb2943265cae.pdf. Should the link become invalid, a copy of the limited warranty can be found on <https://www.verdigrass.com/>. This limited warranty is provided expressly in lieu of all other 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 entity is authorized to create any obligation or liability for Verdigrass, and only the limited warranty expressly stated therein 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.

Any dispute arising out of or relating to this transaction or the associated limited warranty 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.

The Purchaser acknowledges having thoroughly reviewed the terms and conditions set forth herein, as well as those outlined in Verdigrass' Limited Warranty, available at www.verdigrass.com or https://www.verdigrass.com/files/ugd/24a65a_dff346a5900f419b9c6ffb2943265cae.pdf.

By accepting this estimate or invoice and proceeding with payments, the Purchaser agrees to all the terms and conditions herein and in Verdigrass' Limited Warranty.