

# **MANUFACTURER'S 10 YEAR LIMITED WARRANTY**

# Warranty

PreGra Premium Artificial Grass provides a guarantee to the original owner a 10 year limited warranty. The Artificial Grass warranty is contingent upon the proper installation of the Artificial Grass and infill system. The Artificial Grass must be maintained in such a manner as specified by PreGra's written instructions available at PreGra.com.

PreGra also warrants that the Premium Artificial Grass product's fiber will not color fade in excess of 15% from the original color. Examining the bottom portion of the fiber and comparing it to the top portion will determine the amount of fade. PreGra also guarantees the pile height of the Premium Artificial Grass Product if it decreases by more than 50% of the original height due to ultraviolet radiation degradation. In such circumstances, PreGra will replace the affected portion of the finished Artificial Grass Product with new Artificial Grass Product of equal quality based upon a prorated basis of 0 to 4 years with self-installation or 0 to 10 years with PreGra Certified Installation. This is for the turf only, excluding any and all incurred costs associated with the installation, including but not limited to labor charges, installation supplies, inconvenience, etc.

0 through 4 years	100%
5th year	70%
6th year	50%
7th year	30%
8th year	25%
9th year	25%
10th year	

PreGra's replacement or repair of the Artificial Grass Product shall be limited by the above conditions and shall be void and of no effect in the event that the product was not installed properly, applied, maintained and/or used in compliance with PreGra's written documentation. If the product has been subjected to misuse, negligence, accident, abuse, unauthorized modifications or a natural disaster, the warranty shall be voided.

Failures resulting from the causes other than ultraviolet degradation of the face fiber yarn, such as excessive heat (heat from sun magnification from window reflection), improper installation, removal or reduction of the infill system level, chemical attack from adhesives, backing materials, cleaning agents, or any related causes are not **covered by this warranty**. Glue down applications are not covered by this warranty.

Effects due to changes in texture resulting from application of sand, entrapped dirt, normal matting, and compression are expressly excluded from this warranty, as are any and all installation on stairs or angular sections where the infill system cannot be sustained, thereby exposing the entire length of the fiber to ultraviolet degradation.

### **Limitations of Liability**

PreGra's warranted liability shall be limited to the value of material in question for the prorated ratios. In no event shall PreGra be held responsible for the loss of profits or revenues, loss of use or other economic loss. PreGra shall not be held liable for indirect, special, incidental, consequential or punitive damages arising out of or in connection with such clause.

Products and samples may vary. Artificial Grass is much like carpet in that there are different dye lots so if you are purchasing for multiple areas, be sure to purchase enough product to complete each installation area, especially those that would require a seam. Let us know if you have purchased from us in the past so we can try to match your dye lot to the best of our ability. This, however, does not guarantee that we will have the exact dye lot in the future.



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Also like carpet, some shedding will occur with Artificial Grass. Several of our yarn systems have a thin hair like wrap; this will appear like fuzz in your Artificial Grass and is normal.

### **Purchasers Agreement to Inspect Upon Delivery**

PreGra is not responsible for any missing or damaged product incurred in transit. Product must be inspected upon delivery and any issues should be notated on the Bill of Lading. A claim must be filed with the carrier for any missing or damaged product incurred in transit.

Within 3 to 5 business days of delivery acceptance, purchaser is obligated to inspect and notify PreGra, in writing, any defects, shortages or non-conformities. If the purchaser fails to notify PreGra of the defect, shortage or nonconformity, PreGra will assume that the purchaser has accepted the product "as is". PreGra shall then have no obligation or liability with respect to such defects and shortages.

#### Modification

THIS WARRANTY CONSTITUTES THE FINAL AND EXCLUSIVE TERMS FOR THE SALE OF PRODUCTS AND MAY NOT BE MODIFIED, ABSENT THE EXPRESS WRITTEN CONSENT FROM PREGRA.

#### **Claims Procedure**

Warranty claims must be made in writing within 30 days of discovering alleged defect, shortage or nonconformity, giving rise to the claim. Such claims must be accompanied by proof of purchase from an PreGra authorized agent with the warranty claim. If the purchaser fails to notify PreGra within 30 days of the event, PreGra has the right to deny any and all aspects of filed claim.

#### **Assignment**

Purchaser may not convey, assign or otherwise transfer any or all of the warranty rights without prior written consent from PreGra. Any transfer or new assignment without PreGra's written consent shall be null and void.

PreGra makes no warranty of final application usage other than those stated herein or by specific written agreement.

The foregoing is in lieu of all other warranties, statutory, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. PreGra shall not in any event be liable for any indirect, special, incidental, consequential, punitive or other similar damages including, but not limited to loss of profits or revenue, goodwill or other economic loss, even if PreGra has been advised of the possibility of such damages.

# Installation is not covered by this warranty.

This Limited Artificial Grass Warranty is effective between PreGra and the end user at the time of purchase and is non-transferable. Warranty must be completely filled out, signed and returned to PreGra within 30 days of purchase or warranty is voided.