

Product Warranty



I. Limited Warranty

Easigrass Distribution Ltd (hereinafter referred to as "Easigrass"), warrants to the person, firm or entity purchasing from Easigrass (hereinafter referred to as "the Purchaser"), that under normal conditions, Easigrass products will sustain their UV stability and tensile strength during the applicable warranty period described in the Attachment between Easigrass and the Purchaser for the sale of Easigrass' artificial grass products. For purposes of this warranty, a product whose original tensile strength does not decrease by more than 50% will be judged to have sustained its UV stability and tensile strength. All Products are covered by an 8 Year Warranty. The applicable warranty period begins on (i) the date of installation of the product, or (ii) the date that is 6 months after the date of Easigrass' invoice for the product, whichever comes earlier. Warranty covers product only and not the installation, groundwork or labour. Easigrass do not take responsibility for third party installations.

II. Remedy

Easigrass will repair or replace, as Easigrass deems necessary to correct any defect, the product which is determined by Easigrass not complying with the above warranty. If replacement is deemed necessary, Easigrass will supply replacement product, and for the product which is determined by Easigrass not complying with the above warranty, allowing the purchase price for the replacement product multiplied by a fraction, the numerator of which is the number of months remaining in the warranty period and the denominator of which is the total number of months in the warranty period. The Purchaser shall pay the portion of the purchase price for the replacement product not allowed by Easigrass. Easigrass shall neither be obligated to remove or dispose of the defective turf or install the new turf, nor be obligated to pay the cost for such removal, disposal or installation.

III. Limitations on Coverage.

This warranty is inapplicable (i) to products used for any purpose other than sports fields or courts or landscape purposes, (ii) to any damage caused during or on account of improper handling, storing, transportation, installation or repairs unless the improper conducts are committed by Easigrass or its authorized agents, or (iii) to the extent that any defect or damage is caused by:

1. Burns, cuts, accidents, vandalism, abuse, negligence or neglect;
2. Japanese Knot Weed, Bamboo, Mare's Tail, Tree Root Growth or any other horticultural external influence;
3. Wild animal damage including Badgers, Moles, Foxes and any other none domestic pet;
4. Damage from Dogs, Cats, Rabbits or any other domestic pet;
5. Reflection from Mirrors and/or glass onto the product;
6. Subsidence caused by ground movement and/or tree roots;
7. Improper design or failure of the sub-base of the sports field or court;
8. Drainage defects or deficiencies on the sub-base and/or its surrounding area;
9. Wear or abrasion caused by an inadequate sub-base;
10. Any harmful chemical reaction to the Product caused by infill materials;
11. Use of improper footwear or sports equipment;
12. The playing surface being used for the purpose other than that for which it was designed and installed;
13. Application of improper cleaning methods;
14. Use of cleaning chemicals, herbicides or pesticides;
15. Forces majeure or other conditions beyond the reasonable control of Easigrass
16. Post fibrillation after or during installation for purposes other than to get the infill materials in place; or
17. Failure to properly maintain, protect or repair the Products.

All products are subject to normal wear and tear. In addition to the factors mentioned above, wear and tear depends on, without limitation, the intensity of use of the product. -- Normal intensity of use is considered to be 30-60 hours of use on average per week with the condition that each player has at least 125 square meters on the field. Easigrass does not warrant against normal wear and tear. Easigrass shall not be responsible for any warranty issued or made by the Purchaser to third parties, including, without limitation, any warranty made by the Purchaser with respect to the useful life of the products. The Purchaser should carefully read the latest versions of Easigrass' product information materials, literature and recommendations on products maintenance and performance optimization.



Product Warranty



IV. Limitation of Liability

EASIGRASS ENTIRE LIABILITY FOR ANY DEFECTIVE PRODUCT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE FOR THE DEFECTIVE PRODUCTS. EASIGRASS SHALL IN NO EVENT BE HELD LIABLE, WHETHER ON THE BASIS OF CONTRACT OR TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY AND/OR EQUITABLE THEORY), FOR LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSSES, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE, CONDITIONS, POSSESSION, PERFORMANCE, MAINTENANCE, NON-DELIVERY OR LATE DELIVERY OF THE PRODUCTS, EVEN IF EASIGRASS HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

V. No Other Warranties

THE WARRANTY PROVIDED HEREIN IS THE SOLE EXCLUSIVE WARRANTY WITH REGARD TO EASIGRASS PRODUCTS AND REPLACES ANY AND ALL OTHER WARRANTIES, WHETHER ORAL OR IN WRITING, OF ANY KIND CONCERNING EASIGRASS PRODUCTS. THE REMEDIES OF REPAIR AND/OR REPLACEMENT PROVIDED IN ARTICLE 2 HEREOF ARE THE SOLE OBLIGATIONS OF EASIGRASS, AND THE SOLE REMEDIES OF THE PURCHASER, UNDER THIS WARRANTY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, EASIGRASS MAKES NO STATEMENTS OR WARRANTIES OF ANY KIND OR NATURE CONCERNING ANY OF ITS PRODUCTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

VI. Modifications

This warranty and Easigrass standard terms and conditions of sale are the complete, final and exclusive agreement of the parties with respect to the quality and performance of the Products and any and all warranties concerning the Products. No dealer, sales representative or similar person is authorized to grant warranties which are not covered by this warranty, to extend any warranty period hereunder or otherwise to change, modify, amend or supplement the provisions of this warranty. Any change, modification, or supplement to this warranty must be made in a written instrument signed by an authorized representative of Easigrass.

VII. Waiver

Any Easigrass' failure to exercise, or delay in exercising any right, power or remedy hereunder shall not be considered as a waiver thereof. No single or partial exercise of any right, power or remedy by Easigrass preclude any other or further exercise thereof or the exercise of any other right, power or remedy. VIII. Severability. If any provision or any portion of any provision of this warranty be held to be illegal, invalid or unenforceable by a competent judicial court, the remaining provisions or portions thereof shall remain in full force and effect and shall remain to be a binding agreement of the parties with respect to the subject matter hereof.

VIII. Assignment

Without Easigrass' advance written consent, the Purchaser may not transfer, convey or otherwise assign all or any of its rights under this warranty. This warranty is to benefit and be binding upon Easigrass and the Purchaser and their respective successors and authorized assigns. Claims under this warranty may only be made by the Purchaser and not by the Purchaser's sub-buyers or any other third parties.

IX. Notification of Claims

Claims under this warranty must be tendered in writing within 30 days after the discovery of the alleged defect, accompanied with proof of installation date, name of installation company, batch number, location of installation, product sample, sample of infill material(s) and a minimum of three clear pictures showing the problem, to:

Easigrass SA c/o Van Dyck (Pty) Ltd, 2096 Prince Macwayizeni Drive, Reunion, Durban, South Africa |
sales@easigrass.co.za

Easigrass shall not be held to bear any costs or expenses incurred by the Purchaser or others with regard to any tests, inspections or consultations carried out by the Purchaser or others.

