

LIMITED MONDOTURF ARTIFICIAL INFILL TURF SYSTEM WARRANTY

Warranty Holder:

Duration of Warranty: Eight (8) Years

Project:

Commencement Date:

Artificial Turf System Description:

SAMPLE

Warranty Certificate #:

Mondo USA, Inc. (hereinafter called Mondo) will warrant the Mondoturf Artificial Infill Turf System described herein before against defects in material, workmanship and installation . including premature wear, excessive fiber loss, excessive compaction, excessive loss of infill material, increase of Gmax above 200, UV breakdown, seam failure - for the warranty period stipulated herein before subject to the following conditions:

1. The foregoing warranty does not cover the Mondoturf Artificial Infill Turf System against gradual, slight degradation, luster reduction, uniform changes in color shading caused by ordinary wear and tear. Concentrated wear in high stress areas such as the goal areas, penalty areas, etc. is normal and is not covered by this warranty.
2. The foregoing warranty does not cover the Mondoturf Artificial Infill Turf System against any gradual, slight degradation, luster reduction, uniform changes in color shading due to exposure to sunlight and/or to weather.
3. The foregoing warranty does not cover the Mondoturf Artificial Infill Turf System against any non-uniform changes in color shading due to changes in texture of the turf fibers resulting from matting, compression, traffic patterns, soiling, straining. Slight color variations between samples and/or printed illustrations and the installed material are also not covered by this warranty.
4. The foregoing warranty does not cover the Mondoturf Artificial Infill Turf System against any damage caused in whole or in part by improper maintenance; acts of God, accidents and casualty; neglect, abuse, deliberate acts of vandalism; use for any purpose for which the surface and infrastructure are not designed. Specifically excluded from this warranty are any damages to the Mondoturf Artificial Infill Turf System resulting from improper cleaning, vegetation growth, improper care and maintenance of the infill system, application of high static loads, transit of vehicles equipped with improper tires, transit of vehicles exceeding the specific weight bearing capacity of the infrastructure, improper operation of vehicles, contact with corrosive and/or staining chemical agents and/or contaminated water, contact with fire, improper procedures for snow removal. Also excluded from this warranty are any cuts, gouges, and punctures caused by sharp objects and/or use of improper athletic apparel and equipment.
5. The foregoing warranty does not cover the Mondoturf Artificial Infill Turf System against any damage caused by faulty construction and/or performance of the infrastructure and/or adjacent structures. Specifically excluded from this warranty is any damage to the Mondoturf Artificial Infill Turf System caused by cracking, cohesive failure, separation, subsidence, or deformation of the sub-base.
6. This warranty shall be void if the surfacing system is repaired or replaced by anyone other than persons authorized by Mondo to perform such work.

Subject to the foregoing, the sole and exclusive remedy due to a breach of this warranty shall be expressly limited to the repair or replacement of any area of surface proven to be defective in manufacture or installation, to the extent necessary to cure any defect in such area, and shall expressly exclude consequential damages including, but not limited to, lost sales, injury to property or any other damages, losses or contingent expenses incurred by reason of the use of the Mondoturf Artificial Infill Turf System. Repairs or replacement deliveries do not interrupt or prolong the terms of this warranty

To obtain performance of any warranty obligation the warranty holder must provide Mondo USA, Inc., with written notice within thirty (30) days of the discovery of any manufacturing or installation defect and supply Mondo with the details concerning the defect in material or installation. After notification, an authorized Mondo representative will inspect and verify the alleged defect. If the Mondoturf Artificial Infill Turf System is determined to be defective, Mondo, at its option, will arrange for repair or replacement of the defective surface. If replacement is made in accordance with this warranty, the same product will be supplied. Mondo will make every effort to match production standard color for replacement product provided it is in regular production. Otherwise, special arrangements will be necessary. While making every effort to match the color of the replacement product, Mondo cannot guarantee exact color shading.

This warranty is in lieu of all warranties, expressed or implied, including, but not limited to any warranty of merchantability or fitness for a particular purpose, and of any other obligations on the part of Mondo. This warranty constitutes the only warranty made by Mondo and is a complete and exclusive statement of its obligation. Mondo makes no representations, expressed or implied, not specified herein. Any and all representations, promised, warranties or statements by Mondo or its employees that differ in any manner from the terms of this written warranty, shall be of no force or effect. No representative, agent or employee of Mondo, or any other person, is authorized to assume for Mondo any additional liability or responsibility with Mondo turf surfacing systems except as described above.

All accounts must be paid in full prior to any warranty being enforced.

Issued for MONDO USA, INC.

By: _____

Date: