**ROYAL GRASS®**
**WARRANTY PROVISIONS**

1. Warranty provisions. These warranty provisions will replace any and all other oral or written warranties given, of whatever nature.

2. General warranty. Landscape Solutions B.V., a private limited liability company under Dutch law, hereinafter referred to as "the Company", guarantees to its contracting party that the “Royal Grass” artificial grass product (the “product”) will be fit for its intended use for 9 years in the Middle East, Central Asia, Africa and South America, for 12 years in South-East Asia and Australia and 15 years in North America and Europe, from the moment of purchase.

3. Scope of warranty. The product is intended to be used in gardens, on terraces, balconies, green roofs, playgrounds and schoolyards, and public green spaces (together the “intended use”). Subject to the product being fit for purpose, normal wear of the product, whether or not due to intensive use, does not fall under any form of warranty. The Company is not responsible for warranties provided by the contracting party to third parties in case of any sale or resale. The Company also provides no warranty (i) if the product is used for purposes other than the intended use and/or (ii) for damage caused during or as a result of improper processing, installation or repairs, and/or (iii) for defects occurring due to insufficient maintenance, and/or (iv) insofar as any defect or damage is caused by:

    a. fire, tears, accidents, vandalism, improper use, carelessness or negligence;
    b. incorrect design or functioning of the sub-base of the field;
    c. wear due to an inadequate sub-base;
    d. use of infill sand that is unsuitable for artificial grass;
    e. use of glue that is unsuitable for artificial grass;
    f. the failure to keep the infill sand at the right level (if applicable);
    g. use of the artificial grass surface for purposes other than for which it has been designed and installed;
    h. use of cleaning agents, herbicides and insecticides;
    i. use of incorrect cleaning methods;
    j. exposure of the product to surfaces, directly or indirectly through reflection, with a temperature exceeding 75° Celsius / 170° Fahrenheit.
    k. force majeure and other situations on which the Company cannot reasonably have any influence;
    l. the failure to correctly maintain, protect or repair the product;
    m. shading: these are fake spots or visual effects, due to a different pile direction;
    n. flattening: daily use may cause the artificial grass surface to flatten. The higher the pile, the more likely this will happen, especially where the grass is used intensively.

4. Continuation of scope of warranty. Except where mentioned in these warranty provisions, the Company will not make promises or provide guarantees of any nature or type with respect to the product, either explicitly or implicitly, including but not limited to warranties with respect to marketability, suitability of the products for specific purposes or non-infringement of third-party rights.

5. Limitation of warranty in case of expansion/shrinkage. Just like any type of artificial grass, the product may expand and/or shrink due to the effects of cold, heat and UV radiation. This is

also strongly influenced by the foundation on which the product is installed. An expansion and/or shrinkage percentage of 0.5% in the width of the roll and 1.0% in the length of the roll falls within the permitted specifications and is therefore not considered to be a defect for which the Company can be held liable to its contracting party.

6. Repairing or replacing. The Company's obligations will never extend beyond repairing or replacing the defects discovered and coming under the warranty. The Company will decide whether it will repair or replace the product. If the Company chooses to replace the product, it will apply the following depreciation:
    a. North America and Europe: 0-9 years (0%), 10-12 years (50%), 13-15 years (75%).
    b. South East Asia and Australia: 0-5 years (0%), 6-9 years (50%), 10-12 years (75%).
    c. Middle East, Africa and South America: 0-3 years (0%), 4-6 years (50%), 7-9 years (75%).

7. Defects discovered. If it is established that the product fails to comply with the warranty in Article 2 of these warranty provisions and the Company opts to replace the defective artificial grass product in accordance with Article 6 of these warranty provisions, the Company will, ex factory, deliver a number of square metres of the product corresponding with the defect, as a replacement. In doing so, the Company will bear the transport costs. The Company is not responsible for the removal of the defective product or for repairing or installing new artificial grass.

**Version of January 2019**