

SUPERIOR TURF SUPPLY FIFTEEN YEAR WARRANTY

Limited Warranty: This limited warranty ("Warranty") is only applicable to the sale of the synthetic turf/grass products ("Goods") directly from Superior Turf Supply, LLC, a Texas limited liability company ("Superior") to its customer ("Customer"). For the avoidance of doubt, this Warranty is non-transferable and is extended solely to the applicable Customer. Except as set forth below, Superior warrants to each Customer that, for a period of fifteen (15) years from the date of shipment (or, if applicable, pickup at Superior's facility) of the applicable Goods (the "Warranty Period"), the Goods will conform to the applicable manufacturer's written specifications (subject to any limitations, exceptions or exclusions contained therein) in effect as of the date of shipment/pickup with respect to the applicable transaction.

Exclusive Remedy for Non-Conforming Goods. This Warranty contains Customer's exclusive remedy for Goods purchased by Customer that do not conform to the limited warranty set forth herein ("Non-Conforming Goods"). Customer's remedy under this Warranty is conditioned upon Customer's compliance with its obligations under this section. During the Warranty Period, with respect to any allegedly Non-Conforming Goods:

- Customer shall notify Superior, in writing, of any alleged claim or defect with respect to any Non-Conforming Goods within thirty (30) days from the date that Customer discovers, or is notified of, such alleged claim or defect (but in any event before the expiration of the applicable Warranty Period);
- Superior shall, within thirty (30) days of receiving such written notice, inspect and/or test such Goods alleged to be Non-Conforming Goods; and
- If Superior's inspection and/or testing reveals that such Goods are Non-Conforming Goods and any such defect or claim has not been caused or contributed to by any of the factors described above, Superior shall in its sole discretion, and at its expense, (i) replace such Non-Conforming Goods (excluding any installation costs) with the same or substantially similar Goods, or (ii) issue a pro-rated credit to the Customer for the original purchase price of such Non-Conforming Goods as follows:
 - i. Date of shipping/pickup through the eighth (8th) anniversary thereafter = one hundred percent (100%) credit of the original purchase price;
 - ii. Start of the ninth (9th) year through the twelfth (12th) anniversary after shipping/pickup = fifty percent (50%) credit of the original purchase price; or
 - iii. Start of the thirteenth (13th) year through the fifteenth (15th) anniversary after shipping/pickup = twenty-five percent (25%) credit of the original purchase price.For the avoidance of doubt, Superior will not issue any cash refund to Customer for any breach of this Warranty and any credit issued to Customer under this section will only be credited toward the purchase of Goods from Superior. Customer has no right to return for repair, replacement, credit, or refund any Goods except as set forth in this section. In no event shall Customer reconstruct, repair, alter, or replace any Goods, in whole or in part, either itself or by or through any third party. THIS SECTION SETS FORTH THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SUPERIOR'S ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY.

Warranty Limitations. The limited warranty set forth above does not apply:

- to Goods that have been (i) subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, improper cleaning, abnormal physical stress, abnormal environmental conditions (e.g., abnormally high ambient temperatures) or use contrary to any instructions issued by Superior or the applicable manufacturer or (ii) reconstructed, repaired, or altered by persons other than the applicable manufacturer;
- to any type of matting of the Goods, regardless of the cause;
- to Goods used as putting greens or driving mats;
- to installation of the Goods or any issues arising from such installation, including, without limitation, improper site design, seaming, sub-grade preparation, expansive soil, or settling;
- to surface deterioration of Goods arising from (i) normal wear and tear (slight color changes are normal over time), (ii) sunlight magnification from glass, fences or other reflective surfaces, (iii) the use of improper footwear or sports equipment (e.g., metal cleats, javelin or discus), (iv) tobacco products, (v) abrasions caused by animals or high-friction sports equipment, (vi) cleaning agents, herbicides, pesticides, solvents or other corrosive substances, (vii) exposure to vehicles, (viii) acts of God, (ix) flood, (x) fire, (xi) earthquake or (xii) explosion; or
- to any limitations, exceptions or exclusions that are contained in the applicable manufacturer's written specifications in effect as of the date of shipment/pickup with respect to the applicable transaction.

Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH HEREIN, SUPERIOR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SUPERIOR, OR ANY OTHER PERSON ON SUPERIOR'S BEHALF, EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY.

No Liability for Consequential or Indirect Damages. NEITHER SUPERIOR NOR ITS REPRESENTATIVES IS LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES (INCLUDING, WITHOUT LIMITATION, INJURIES TO PERSON OR PROPERTY), LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS WARRANTY, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT SUPERIOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

*Putting Green turf carries different warranty terms. Please inquire for specifics.



SUPERIOR TURF SUPPLY, INC. 3140 REAGAN DRIVE, FORT WORTH, TEXAS (817) 809-9668