



## Safeshell® Limited Product Warranty – Sports Applications

USGreentech, L.L.C. warrants to the owner of the playing field(s) at which SAFESHELL has been installed (“Owner”) that, for a period of eight (8) years after the date of installation (the “Warranty Period”) the Safeshell will not: 1) Degrade in excess of limits described below under normal and proper use as an infill for an artificial turf sports surface. 2) Compact to impede drainage in excess of limits described below. 3) Compact to impede shock absorption in excess of limits described below.

If USGreentech determines that any SAFESHELL does not conform to this Limited Product Warranty (the “Warranty”) during the Warranty Period, USGreentech shall deliver to the Owner new SAFESHELL to replenish the non-conforming SAFESHELL.

### Anticipated condition of SAFESHELL after normal wear:

1. Degradation as defined by the Micro-Deval test (ASTM D6928) and compared to new Safeshell material:
  - a. At 2 years: Will not exceed 20%
  - b. At 4 years: Will not exceed 30%
  - c. At 8 years: Will not exceed 40%

### Anticipated performance of SAFESHELL during 8 years of use:

1. Infill Drainage. When Safeshell is paired with a USGreentech-approved, round sand, the drainage of the infill profile will exceed 10 inches per hour per ASTM F1551.  
Note: Field system design below the infill must address adequate drainage per ASTM F1551.
2. Shock Absorption. When Safeshell is paired with a USGreentech-approved shock pad, the GMAX of the system with Safeshell and a USGreentech-approved ballast layer shall not exceed 165 per ASTM F355.

### Restrictions

This Warranty shall be effective only if:

1. The attached *SAFESHELL® Limited Product Warranty Registration Form* is completed and filed with USGreentech at the address below, postmarked within ninety (90) days after SAFESHELL installation.
2. The Owner gives USGreentech written notice of a claim under this Warranty within thirty (30) days after the Owner (i) determines that the rate of SAFESHELL’s deterioration exceeds the criteria set forth above or (ii) discovers the existence of a condition that gives rise to the claim. All written notices must include the name of the Owner, field location, product information, and a brief description of the complaint and must be sent to:

USGreentech, L.L.C.  
Attn: SAFESHELL Limited Warranty Claim Dept.  
5076 Wooster Road  
Cincinnati, Ohio 45226

3. The Owner provides USGreentech representative(s) (or its appointed representative(s)) an opportunity to then inspect the SAFESHELL with respect to which the claim is made.

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4. The USGreentech representative(s) (or its appointed representative(s)) inspect the SAFESHELL and determine that (i) the SAFESHELL has degraded prematurely in excess of limits described herein, under normal and proper use and/or (ii) the SAFESHELL contains defects in material and workmanship. In order to make such determination, one (1) sample for every 4,000sf of surface will be taken at random (spaced no closer than 25') across each sports field to the entire depth of the SAFESHELL. The samples will be tested by an accredited third party laboratory (determined by USGreentech) and paid for by USGreentech.
5. Safeshell is used within a USGreentech recommended system using a sand ballast and pad approved by USGreentech. If sand and/or pad other than that approved by USGreentech are used then third party testing and USGreentech written approval are required prior to shipping. The third-party testing will determine if the system combination will meet all performance requirements per USGreentech and field owner's expectations.
  - (1) Approved sand: The sand shall be washed and dried sand with the following properties:
    - (a)  $\geq 95\%$  of the particles retained on US standard sieves 12 through 20.
    - (b) Rounded to well-rounded sands to resist compaction and have an angle of repose of  $30^\circ$  or less.
    - (c) Coefficient of Uniformity of  $\leq 1.3$ .
    - (d) Roundness and Sphericity of  $\geq 0.6$  according to ISO 13503-2:2006 Section 7.
  - (2) Approved shock pads:
    - (a) Schmitz 23
    - (b) Brock: SP 14+, YSR or Powerbase

If all the foregoing criteria are met and USGreentech's representatives determine that the SAFESHELL does not conform to the quality standards set forth herein, USGreentech shall deliver to the Owner new SAFESHELL to replenish the non-conforming SAFESHELL.

#### Notes

The Owner shall be responsible for all testing costs, travel costs and expenses of the USGreentech representative should the representative determine that the SAFESHELL shows no signs of premature deterioration and/or contains no material defects outside of those stated. If the USGreentech representative(s) determines that the SAFESHELL does not comply with the standards set forth herein, USGreentech shall pay the travel costs and expenses of its representative(s).

This Warranty shall not apply to any SAFESHELL which has once been installed and thereafter moved and reinstalled at a new location.

It will be necessary to add SAFESHELL to a field during the Warranty Period due to natural degradation or migration. This additional supply of SAFESHELL does not restart the warranty. In the event such additional SAFESHELL is required due to natural degradation or migration, the Warranty Period shall run from the point of the initial SAFESHELL installation.





## Exclusions

This Warranty covers only the cost and delivery of the new SAFESHELL. Removal of any existing Safeshell and installation of new Safeshell is not included.

Notwithstanding anything to the contrary in this Warranty any damage or defect resulting in whole or in part from any of the following causes is NOT the responsibility of USGreentech and is NOT covered by this Warranty:

1. Improper installation of SAFESHELL, including, without limitation, failure to comply with USGreentech installation instructions.
2. Improper design or construction of the sub-base or drainage system of the sports field.
3. Use of the playing surface for purposes other than that for which it was designed and installed.
4. Improper treatment such as excessive vehicular traffic, use of vehicles with anything other than smooth tread pneumatic tires, use of golf clubs and fireworks and the erection of stages and other structures, unless a field protection system expressly approved by USGreentech is in place.
5. Use of footwear having cleats of more than 5/8" in length or shoes having metal cleats, spikes or similar metal projections, other than conventional metal-tipped football or rugby cleats. Metal track spikes and metal baseball cleats are expressly prohibited.
6. Use of harsh cleaning chemicals, herbicides or pesticides.
7. Use of improper cleaning methods.
8. Failure to properly maintain the installation with recommended equipment.
9. Failure to maintain SAFESHELL at the turf manufacturer's recommended depth.
10. Acts of God or other conditions beyond the reasonable control of USGreentech, L.L.C.

## Disclaimer

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR OTHERWISE (EXCEPT IMPLIED), CONCERNING THE PURCHASE, USE OR CONDITION OF SAFESHELL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUALITY OR CONFORMITY WITH ANY DESCRIPTION OR SAMPLE. EXCEPT AS SET FORTH IN THIS WARRANTY, ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS IMPLIED BY LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ARE HEREBY LIMITED TO THE DURATION OF THE WARRANTY PERIOD, AS DEFINED HEREIN. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

## Limitation of Damages

OWNER'S EXCLUSIVE REMEDY FOR ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF SAFESHELL, INCLUDING, WITHOUT LIMITATION, ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, OR ANY ALLEGATION THEREOF, SHALL BE LIMITED TO REPLENISHMENT OF THE SAFESHELL FOR WHICH A CLAIM IS MADE AND PROVED. IN NO EVENT SHALL USGREENTECH BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF SAFESHELL, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY PLAYING FIELD, LIQUIDATED DAMAGES INCLUDING BUT NOT LIMITED TO LOST SALES, CANCELLED EVENTS, INJURY TO PROPERTY, PERSONAL

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INJURY OR ANY OTHER DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

No person or entity other than the Owner or USGreentech shall have any rights to enforce any term of this Warranty. USGreentech shall be permitted to assign any obligations and limitations under this Warranty, without the prior consent of Owner, to any purchaser of substantially all of the assets of USGreentech or to any financially responsible party in connection therewith.

This warranty shall be governed by the internal laws of the State of Ohio. Any dispute arising out of or related to this warranty or the contract or contracts related to the sale and/or installation of SAFESHELL shall be resolved by arbitration pursuant to the rules and procedures of the Construction Industry Division of the American Arbitration Association. The American Arbitration Association case filing services can be reached at 877-495-4185 or [www.adr.org](http://www.adr.org). The arbitration shall be conducted in Cincinnati, Ohio, unless there is an ongoing arbitration of related disputes in the vicinity of the playing field where the SAFESHELL was installed. You may not file suit against USGreentech under the Magnuson-Moss Warranty Act until your claim has been submitted to AAA for arbitration and a decision has been reached. However, you may be entitled to file suit under state law without waiting. In the event of arbitration (or litigation) of any such dispute, the prevailing party on any claim shall be paid the prevailing party's reasonable attorney's fees, expert witness fees, and other costs associated with the particular claim.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

If you have any questions about making a claim under this Warranty, you can contact USGreentech at 800-548-0402. *Please note that you must still file a written notice to make a claim under this Warranty.*





**Safeshell®**

**Limited Product Warranty**

**REGISTRATION FORM**

Location or identification of playing field(s) covered by this Warranty: \_\_\_\_\_

Name of Contractor responsible for SAFESHELL installation: \_\_\_\_\_

Quantity of SAFESHELL installed: \_\_\_\_\_ (to be filled out by USGreentech)

Type and source of sand ballast installed with SAFESHELL: \_\_\_\_\_

Type of pad installed with SAFESHELL: \_\_\_\_\_

Date of installation: \_\_\_\_\_

Purchase order number issued to USGreentech: \_\_\_\_\_

OR

Product Code (located on back of 50 lb bag or supersack label): \_\_\_\_\_

Owner's Name

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

USGreentech, L.L.C.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Within 90 days after installation of SAFESHELL, please send the completed **Safeshell® Limited Product Warranty REGISTRATION FORM** to:

USGreentech, L.L.C.  
Attn: SAFESHELL Limited Warranty Claim Dept.  
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