



Envirofill® Limited Product Warranty – Sports Applications

Limited Product Warranty:

USGreentech, L.L.C. (“USGreentech”) grants to the owner (“Owner”) of the sports field(s) at which USGreentech’s ENVIROFILL product has been properly installed USGreentech’s limited product warranty (“Warranty”) that, subject to the restrictions, specifications and limitations set forth herein, for a period of sixteen (16) years after the date of installation (the “Warranty Period”) the ENVIROFILL will not: (1) Materially deteriorate in excess of the published expectations described below (provided the ENVIROFILL is used properly under normal conditions as an infill for an artificial turf sports surface); and (2) Compact to impede drainage materially in excess of the published expectations described below.

Disclaimer:

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE PURCHASE, USE, PERFORMANCE OR CONDITION OF ENVIROFILL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, 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.

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 ENVIROFILL, 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 ENVIROFILL 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 ENVIROFILL, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY SPORTS FIELD, LIQUIDATED DAMAGES INCLUDING BUT NOT LIMITED TO LOST SALES, CANCELLED EVENTS, INJURY TO PROPERTY, PERSONAL 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.

Anticipated condition of ENVIROFILL after 16 years of normal wear and tear:

1. On average across the sports field, a minimum of 80% of the ENVIROFILL product will remain coated.

Anticipated performance of ENVIROFILL during 16 years of normal wear and tear:

1. Infill Drainage. When ENVIROFILL is used 100% within an approved system, the drainage of the infill profile will exceed 14 inches per hour per ASTM F1551.

Note: The field system designed to hold the infill must be adequately designed to address all drainage issues and patterns per ASTM F1551.





Restrictions

This Warranty shall be effective only if:

1. The attached *ENVIROFILL® Limited Product Warranty – Sports Applications Registration Form* is completed by Owner and filed with and received by USGreentech at the address below, postmarked within ninety (90) days from ENVIROFILL 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 ENVIROFILL's deterioration exceeds the natural lifespan 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: ENVIROFILL 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 inspect the ENVIROFILL product about which the claim is made.
4. USGreentech's representative(s) (or its appointed representative(s)) inspect the ENVIROFILL and determine that (i) the ENVIROFILL's coating has deteriorated prematurely in excess of the specifications described herein, under normal and proper use and/or (ii) the ENVIROFILL 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 ENVIROFILL. The samples will be tested by an accredited third-party laboratory (determined by USGreentech) and paid for by USGreentech.

If all of the above specifications are met and USGreentech's representatives still determine that the ENVIROFILL product provided to Owner does not conform to the quality standards set forth herein, USGreentech shall, at Owner's sole and exclusive remedy, deliver new ENVIROFILL to the Owner to replenish the non-conforming ENVIROFILL. *Notwithstanding the foregoing, USGreentech shall not, in any event, be responsible for removing, replacing, or installing any replacement ENVIROFILL, the cost of which shall be borne solely by Owner.*

Notes:

Owner shall be responsible for paying, at its sole cost and expense, all ENVIROFILL testing costs and any and all travel costs and expenses incurred by USGreentech and/or any of its representatives should it be determined that Owner's ENVIROFILL product shows no signs of premature deterioration and/or contains no material defects outside of the specifications set forth herein. If USGreentech's representative(s) determines that the ENVIROFILL does not comply with the specifications set forth herein, USGreentech shall be responsible for paying, at its sole cost and expense all ENVIROFILL testing costs, and any and all travel costs and expenses incurred by USGreentech and/or any of its representative(s).

This Warranty shall not apply to any ENVIROFILL which has previously been installed in any sports field and then moved, removed, or transported and/or re-installed at a new location, even if such removal or re-installation is for the benefit of the Owner.

It may be necessary to add ENVIROFILL to a field during the Warranty Period due to displacement by user or turf replacement. USGreentech shall supply such new ENVIROFILL product (only to the extent

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required to ensure the sports field meets the specifications warranted herein). This additional supply of ENVIROFILL does not restart the Warranty provided herein. In the event such additional ENVIROFILL is required after displacement by user or turf replacement, the Warranty Period shall run from the point of the initial ENVIROFILL installation.

Exclusions

This Warranty covers only the cost and delivery of the new ENVIROFILL. Removal of any existing ENVIROFILL and/or installation of any new or used ENVIROFILL 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 ENVIROFILL, including, without limitation, failure to comply with USGreentech installation instructions.
2. Improper design or failure of the sub-base (including but not limited to the pad, gravel base, drainage network, etc) of the sports field in which the product is installed.
3. Use of the sports field for purposes other than that for which it was designed and installed.
4. Treatment of the sports field in which the ENVIROFILL product is utilized that is in any way, fashion or method not expressly contemplated within the traditional understanding of the typical use of athletic competition generally engaged in by the agents, employees, associates and permittees of Owner. This includes, but is certainly not limited to, the allowance of any vehicular traffic on this field that is equipped with anything other than smooth tread pneumatic tires, the staging of any display of any fireworks or other incendiary device, the erection of any stage or other structure whatsoever that utilizes the anchoring of any component of said structure to the field, or any other application that exceeds the reasonably foreseeable use of the field as a venue for the aforementioned athletic competition typically engaged in by the Owner and its invitees. Notwithstanding this exclusion, USGreentech is not herein prohibited from waiving this particular exclusion in the specific circumstance wherein the Owner has communicated its intention for such a non-traditional use and has adopted the use of a field protection system that USGreentech expressly approves so as to protect the field from that specific use.
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 ENVIROFILL in a synthetic turf tennis system.
7. Use of harsh cleaning chemicals, herbicides or pesticides.
8. Use of improper cleaning methods.
9. Failure to properly maintain the installation with recommended equipment.
10. Failure to maintain ENVIROFILL at the turf manufacturer's recommended depth.
11. Acts of God or other conditions beyond the reasonable control of USGreentech.

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 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 ENVIROFILL shall be resolved in accordance with Paragraph 16 of USGreentech's Terms & Conditions.

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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. NOTE: No claims made under this Warranty will be valid unless a written claim notice is filed with USGreentech as provided herein.

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REGISTRATION FORM

Address or identification of sports field(s) covered by this Warranty: _____

Name of Contractor responsible for ENVIROFILL installation: _____

Quantity of ENVIROFILL installed (total lbs): _____

Type of pad installed with ENVIROFILL: _____

Type of turf installed with ENVIROFILL: _____

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, LLC

By: _____ Date: _____

Title: _____

Within 90 days from installation of ENVIROFILL, please send the completed *Envirofill® Limited Product Warranty – Sports Applications REGISTRATION FORM* to:

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