



**ROYAL GRASS®
LIMITED WARRANTY**

1. Limited warranty. Landscape Solutions BV, hereinafter referred to as "Landscape Solutions", warrants in conformance with the stipulations, conditions and limitations set forth in this warranty certificate the signed person, firm or legal entity, who makes a purchase from Landscape Solutions and hereinafter referred to as the "buyer", that the fibres of the artificial grass product "Royal Grass" of Landscape Solutions, hereinafter referred to as "Royal Grass", will retain its UV stability under normal circumstances during the prevailing warranty period of 11 years. Within the context of this warranty, Royal Grass is deemed to have retained its UV stability if the original tensile strength of the Royal Grass fibres has not decreased by more than fifty per cent.
2. Rights. If Royal Grass does not function as warranted within the warranty period, Landscape Solutions will deliver a replacement number of square metres of Royal Grass, FOB (free on board / ex works) Landscape Solutions, to replace the amount of Royal Grass expressed in square metres which Landscape Solutions has determined not to comply with the warranty mentioned above; the sales price of the replacement product will be multiplied by a fraction whose numerator is the number of months not yet expired for the warranty period and whose denominator is the total number of months for the warranty period. The part of the sales price for the replacement product that is not to be borne by Landscape Solutions must be paid by the buyer. Landscape Solutions is not responsible for removing and disposing of the defective Royal Grass or for preparing or laying new artificial grass.
3. Limited cover. This warranty does not apply: (i) if Royal Grass is used for applications other than as ground cover in the garden, (ii) to damage occurring during or resulting from inexpert processing, laying or repairs, or (iii) to the extent that possible defects or damage are caused by:
 - (a) fire, rips, accidents, vandalism, improper use, negligence or neglect;
 - (b) incorrect design or functioning of the field's substratum;
 - (c) wear and tear as a result of an inadequate substratum;
 - (d) the use of any gritting sand other than the sand delivered by Landscape Solutions;
 - (e) the use of any glue other than the glue delivered by Landscape Solutions
 - (f) failure to keep the gritting sand at the requisite level;
 - (g) the use of the artificial grass surface for any purpose other than the purpose for which the artificial grass was designed and laid;
 - (h) the use of cleaning products, herbicides and insecticides;
 - (i) the use of incorrect cleaning methods;
 - (j) exposure of Royal Grass to direct or reflected temperatures in excess of 75° C;
 - (k) force majeure and other situations that Landscape Solutions reasonably cannot control;
 - (l) failure to maintain, protect or repair Royal Grass in the appropriate manner.
 - (m) shading: optical light striping caused by pile bending.
 - (n) flattening: normal use will result in flattening of the pile. Higher the piles will result in faster flattening, especially in places where the grass is used more intensively.

Royal Grass is at all times subject to normal wear and tear. Normal wear and tear is not a manufacturing defect and is not covered by this warranty. In addition to the factors listed above, wear and tear among other things depends on the intensity with which Royal Grass is used. Landscape Solutions is not responsible for other warranties that the buyer gives to third parties. The buyer must carefully read the latest versions of the product information and other literature on the Landscape Solutions products for information regarding how to optimise the performance of Royal Grass.



Under influence of heat, cold and UV-radiation, artificial grass is - as all materials are - subject to minor expansion and shrinkage. 0.5% expansion and/or shrinkage in the width of the roll and 1,0% expansion and/or shrinkage in the length of the roll, falls within the permitted specifications of our artificial grass products.

4. Limitation of liability. LANDSCAPE SOLUTIONS CAN IN NO EVENT BE HELD LIABLE, NEITHER BY VIRTUE OF AN AGREEMENT NOR ON ACCOUNT OF A WRONGFUL ACT (INCLUDING NEGLIGENCE) OR OTHER STATUTORY CONSIDERATIONS (INCLUDING LIABILITY FOR RISK), FOR LOST SALES OR PROFIT, LOSS OF THE ABILITY TO USE OR SIMILAR ECONOMIC LOSSES, OR FOR INDIRECT, SPECIAL OR INCIDENTAL DAMAGE, CONSEQUENTIAL DAMAGE, IMPOSED DAMAGES OR SIMILAR DAMAGE RESULTING FROM OR RELATED TO THE USE, CONDITION, POSSESSION, PERFORMANCE, MAINTENANCE, NON-DELIVERY OR LATE DELIVERY OF ROYAL GRASS, NOT EVEN IF LANDSCAPE SOLUTIONS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.
5. No other warranties. THE WARRANTY THAT IS HEREBY GRANTED IS THE SOLE AND EXCLUSIVE WARRANTY REGARDING ROYAL GRASS OF LANDSCAPE SOLUTIONS AND REPLACES ALL OTHER VERBAL OR WRITTEN WARRANTIES OF ANY NATURE WHATSOEVER REGARDING ROYAL GRASS OF LANDSCAPE SOLUTIONS. ALL PRODUCTS OF LANDSCAPE SOLUTIONS THAT ARE NOT COVERED BY THIS WARRANTY ARE SOLD WITHOUT A WARRANTY. THE PRODUCT REPLACEMENT AS SPECIFIED IN NUMBER 2 IS LANDSCAPE SOLUTIONS' ONLY OBLIGATION AND THE ONLY THING THAT THE BUYER CAN CLAIM ON THE BASIS OF THIS WARRANTY. EXCEPT IN AS FAR AS STIPULATED IN THIS WARRANTY CERTIFICATE, LANDSCAPE SOLUTIONS DOES NOT MAKE ANY PROMISES OR ISSUE ANY WARRANTIES OF ANY NATURE OR TYPE WHATSOEVER REGARDING ITS ROYAL GRASS, EITHER EXPLICITLY OR IMPLICITLY, INCLUDING BUT NOT LIMITED TO WARRANTIES REGARDING MARKETABILITY, FITNESS OF THE PRODUCTS FOR SPECIFIC PURPOSES OR NOT INFRINGING ON THIRD PARTY RIGHTS, AND LANDSCAPE SOLUTIONS HEREBY EXPLICITLY DISMISSES SUCH WARRANTIES.
6. Claim notification. Inspection of the delivered goods is required upon arrival. Any visible deviation to products must be submitted in writing within 7 days after arrival of the goods. Possible claims based on this warranty must be submitted in writing, stating the name of the company that installed the grass, the roll number and the location where Royal Grass is laid, together with proof of the date of installation and laying of Royal Grass, samples of Royal Grass / the fibres, samples of the gritting material and at least three clear photographs showing the problem, to: Landscape Solutions BV, P.O. Box 298, 5400 AG Uden, the Netherlands

Landscape Solutions does not accept any liability for possible costs or expenditures at the expense of the buyer or other parties regarding tests, inspection or recommendations conducted by the buyer or third parties. Claims must be filed within 30 days after the alleged defect is discovered. The buyer is required to inspect all products immediately after delivery. Without prejudice to the other stipulations in this warranty certificate, it will be assumed that all obligations that Landscape Solutions has to the buyer regarding defects, shortcomings and deviations from the specifications with regard to Royal Grass have been fulfilled and that Royal Grass is free of such defects, shortcomings and deviations from the specifications to the extent that these defects, shortcomings or deviations from the specifications can be



determined by means of inspection upon delivery of Royal Grass, unless the buyer informs Landscape Solutions in writing within 30 days after delivery of these defects, shortcomings or deviations from the specifications.

7. Changes. This warranty certificate together with the standard delivery terms and conditions of Landscape Solutions constitute the complete, definitive and exclusive agreement between the parties regarding the quality and performance of Royal Grass and the promises and warranties regarding Royal Grass. No dealer, seller or similar party is entitled to make promises or give warranties regarding Royal Grass, extend the warranty period described or otherwise deviate from, modify or supplement the stipulations of this warranty. None of the stipulations of this warranty may be changed, modified or supplemented other than by a written document signed by an authorised representative of Landscape Solutions. This warranty applies to every delivery of Royal Grass to the buyer, starting on the date on which this warranty certificate is issued to the buyer and continuing until Landscape Solutions issues a new warranty certificate to the buyer, signed by an authorised representative of Landscape Solutions and explicitly stating that the new warranty certificate replaces all or part of the current warranty certificate. Such a new warranty certificate takes effect on the date this certificate is received by the buyer. If the buyer again purchases products from Landscape Solutions following the receipt of a new warranty certificate, this purchase constitutes agreement with the stipulations and conditions in the new warranty certificate.

Under influence of warmth, cold and UV radiation, artificial grass is subject to minor expansion and shrinkage. This is influenced by the foundation on which the artificial grass is installed. An expansion and/or shrinkage percentage of 1.0% falls within the permitted specifications.

8. Waiver of rights. If Landscape Solutions does not invoke a right, authority or claim resulting from this warranty within a specific period of time, this does not mean that Landscape Solutions waives such right, authority or claim, and if Landscape Solutions only partially invokes a right, authority or claim, this does not mean that such right, authority or claim cannot be invoked again or in some other way or that no other rights, authorities or claims can be invoked.
9. Applicable law. This warranty and the rights and obligations resulting from this warranty for the parties are governed by Dutch law, without taking into account the points of departure of this State regarding conflicting jurisdictions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the sale of Royal Grass to the buyer by Landscape Solutions.
10. Severability of stipulations. If a stipulation or part of a stipulation in this warranty is designated as unlawful, invalid or unenforceable by a competent court, the remaining stipulations or parts thereof will be deemed to be an agreement between the parties regarding the subject of this warranty, and all remaining stipulations or parts thereof continue in full force and effect.
11. Transfer. The buyer is not entitled to transfer or otherwise allocate all or part of its rights resulting from this warranty without prior written consent from Landscape Solutions. Such a transfer or allocation without prior written consent from Landscape Solutions is invalid and has no legal validity. This warranty has been drawn up for and is binding on Landscape Solutions and the buyer, as well as their respective legal successors and parties to which a transfer of rights was made with Landscape Solutions' consent. Only the buyer, his legal successor(s) and parties to which a transfer of rights was made with Landscape Solutions' consent can make a claim under this warranty.