



Apex Synthetic Turf warranty covers ultra violet degradation and excessive fading. The warranty is prorated equally over its term, meaning the warranted amount is reduced by 6.67% annually. For example: the prorated amount at the end of year one is 93.33%, year two 86.66% until the end of year fifteen when it becomes 0%. Apex Synthetic Turf also warrants product against manufacturing defects for a period of one year.

In the event that Apex Synthetic Turf elects to issue a credit in lieu of repair or replacement, said credit shall only apply to the affected area of the synthetic grass giving rise to the claim. The credit shall be issued to the dealer, as a percentage of the replacement cost of new synthetic grass of the same or comparable quality. The credit will be good only toward the purchase of Apex Synthetic Turf artificial grass; there will be no cash payment.

## **This Warranty Does Not Cover:**

- 1- Melted or damaged turf caused from reflection by Low E windows or any other producer of sun magnification, localized heating, or extreme heat.
- 2- Circumstances for any loss or damage associated with special, indirect, incidental or consequential damages.
  - 1- Accidents, vandalism, abuse, negligence, cuts, burns or neglect.
  - 2- Improper cleaning methods and use of harsh, caustic chemicals.
  - 3- Acts of Mother Nature (earthquakes, floods, hurricanes and other natural disasters).
- 3- Damage that may occur during shipping/transportation. Shipping claims must be filed against the freight company in question.
- 4- Matting, crushing or normal wear and tear. These issues are not manufacturing defects and therefore not covered by this warranty.
- 5- Failure to properly maintain, protect or repair the turf.
- 6- Turf installed with noticeable defects.
- 7- Degradation or melting caused by padding or any other material under the turf that increases the temperature of the turf.

# General Terms and Conditions

- For purposes of this warranty, a product will be deemed degraded if it has lost more than 50% of its tensile strength. Tensile strength is defined by yarn breaking.
- Product must be installed in a suitable location by a licensed installer.
- Product must be maintained in accordance to the recommended maintenance procedures.
- This warranty is prorated and is provided to the original purchaser only.
- Slight variation in texture of thatch yarn may be experienced. This is not considered a manufacturing defect.
- Slight variation in color from lot to lot and color changes over the life of the product is common and to be expected. This is not grounds for a warranty claim.
- An original sales receipt must be provided with the date of purchase, reseller's name, product identification, and quantity purchased clearly stated.
- The manufacturer shall be allowed to arrange inspection of products claimed to be defective. No warranty claim will be accepted until inspection is complete and cause of problem is determined.
- The liability of manufacturer under this warranty shall be limited to the cost of artificial turf only. The manufacturer shall not be obligated to pay for **installation, labor, or other incidental costs**.
- The manufacturer at its sole discretion may provide materials to replace defective products only; or pay the equivalent cost of replacement material of a comparable product.
- The manufacturer expressly disclaims any other warranties, including warranties of merchantability and fitness for a particular purpose. It is the Buyer's responsibility to determine the suitability of the product for the intended use and purpose, and the Buyer assumes all risk and liability whatsoever regarding such suitability.
- No installer, retailer, agent or employee of the manufacturer or distributor has the authority to increase or alter the obligations or limitations of this warranty.
- In the event of litigation, all controversies shall be submitted to American Arbitration Association. Venue shall be the County of Los Angeles, State of California.

## Claims Procedure:

*Claims must be signed and submitted in writing and delivered to:*

*Eternity Synthetic Turf, Attn: Claims  
14418 Best Ave., Santa Fe Springs, CA 90670  
Email: [info@eternityturf.com](mailto:info@eternityturf.com)*