



SYNTHETIC GRASS & COMPOSITE

LIMITED WARRANTY - EZDECK™, EZFENCE™

DECLARATION OF THE WARRANTY

Synthetic Grass & Composite corp. (hereinafter referred to as "SGC") warrants to the original purchaser (hereinafter referred to as the "Buyer") that for the entire period as defined below and under the conditions as defined below, SGC's products do not have any manufacturing defects. The Buyer must notify SGC within 30 days of any manufacturing defect. The warranty period is set according to the following number of years:

-Lifetime for **EZDECK™ HIGH END & EZDECK™ PREMIUM & EZFENCE™ PREMIUM** series for residential application, and ten (10) years for a commercial application.

-At twenty-five (25) years for **EZDECK™ ELITE & EZDECK™ TROPICAL & EZFENCE™ ELITE & EZFENCE™ TROPICAL** series for residential applications, and ten (10) years for a commercial application.

-At twenty (20) years for the **EZDECK™ NATURAL & EZFENCE™ NATURAL** series for residential applications, ten (10) years for the **EZFENCE™ NATURAL** series for commercial applications, and no warranty for the **EZDECK™ NATURAL** for commercial application.

-At ten (10) years for the **EZDECK™ DESIGN & EZFENCE™ DESIGN** series for residential applications, and no warranty for commercial application.

-To ten (10) years for **EZFENCE™ CHROME** extruded parts for residential & commercial application.

-To five (5) years for **EZFENCE™ CHROME** castings parts for residential & commercial application.

-To twenty (20) years for **EZFENCE™ PREMIUM** extruded parts for residential & commercial application.

-To five (5) years for **EZFENCE™ PREMIUM** castings parts for residential & commercial application.

-One (1) year for all types of hardware for residential & commercial applications.

For the purposes of this warranty, "residential application" means an installation of the Product in a single-family residence, and a "commercial application" mean any installation of the Product other than a residential application.

Our products are exclusively subject to our warranties. Our products are not subject to any form of legal warranty.

Our warranties are non-transferable.

In the event of a defect found during the warranty period, the purchaser must notify SGC with a complete report including photos demonstrating the product's defectiveness. Once the defect has been determined by an authorized SGC representative, SGC's sole responsibility will be, at its discretion, to replace the defective item or issue a warranty credit. If your claim is authorized by SGC, a warranty credit will be issued (excluding the cost of initial installation). The warranty credit is a purchase credit prorated on a decreasing scale according to the table included in this document in reference to the price initially paid. The credit is applicable to the purchase of products of identical or higher quality. For example, if the initial price paid is \$1,000 and the product is the ELITE series, and the warranty claim is made in year 7, the replacement credit will be \$1,000 x 76% = \$760. The warranty credit for any CHROME or PREMIUM series aluminum part is prorated to the number of years elapsed since the initial purchase date versus the number of years covered by this warranty. No cash payment. Credit is non-cashable. It can be used in a single transaction. If the value of the transaction is less than the credit, the residual amount of the credit becomes zero. Credit is not applicable to services (transport and packaging). Cannot be used to pay taxes. All products purchased and paid for with a warranty credit or supplied as a replacement by SGC under this warranty are not covered by any warranty and cannot be the subject of a replacement claim or a warranty credit, only the products paid by the Buyerover and above the original purchase price will be covered by a warranty, since they constitute a new initial sale.

THIS WARRANTY DOES NOT COVER, AND SGC SHALL NOT BE LIABLE FOR ANY COSTS OR EXPENSES INCURRED IN THE REMOVAL OF DEFECTIVE PRODUCTS OR IN THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, LABOR AND TRANSPORTATION.

In the above-mentioned cases, the customer cannot claim loss of damages from the manufacturer based on the fact that the manufacturer does not provide adequate information on installation or proper operation.

The act of purchasing any of our goods and/or services constitutes acceptance by the Purchaser of our terms and conditions described in this warranty, and this warranty document constitutes the sole and exclusive warranty contract.

SGC neither warrants nor is responsible for, and no implied warranty shall be applicable to any situation attributable to :

1. Incorrect installation of products and/or failure to follow SGC installation instructions;
2. Any use of the products other than under normal use or care, or for purposes not recommended by SGC guidelines and local building codes;
3. Movement, distortion, collapse or settlement of the soil or supporting structure on which SGC's products are installed;
4. Any natural disaster (flood, hurricane, earthquake, lightning, etc.);
5. Any environmental condition (air pollution, mold, water infiltration, etc.);
6. Any change in color due to foreign substances (dirt, grease, oil, etc.) or normal weathering (exposure to sunlight, weather and atmosphere, which will cause any colored surface to gradually fade, calcify or accumulate stains or dirt);
7. Discrepancies or color changes;
8. Improper handling or storage;
9. Abusive or negligent use of the products by the Buyer or third parties;
10. Normal usage;
11. All types of cracking and splitting inherent to the type of material and profile, given that any hollow composite board is at risk of cracking.

SGC does not authorize any person or entity to make statements regarding the quality or performance of SGC's products, other than those contained in this warranty, and SGC shall not be liable for any of such statements. This warranty may be modified or amended by written instrument signed by SGC.

IN NO EVENT SHALL SGC BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES BE IN CONTRACT, IN TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND IN NO EVENT SHALL SGC'S LIABILITY FOR DEFECTIVE PRODUCTS EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR THE REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Transport & packaging of replacement and return is not covered by SGC and is at the customer's expense. The following table is the sole and exclusive reference for determining the amount of the residual value of a credit under warranty, based on the number of years of use of the Product from the date of initial purchase for a residential application:

Year of the warranty claim	Premium& High End Series	Elite & Tropical Series	Natural Series	Design Series
1	100%	100%	100%	100%
2	100%	96%	95%	80%
3	100%	92%	90%	70%
4	100%	88%	85%	60%
5	100%	84%	80%	50%
6	100%	80%	75%	40%
7	100%	76%	70%	30%
8	100%	72%	65%	20%
9	100%	68%	60%	10%
10	100%	64%	55%	5%
11	60%	60%	50%	
12	56%	56%	45%	
13	52%	52%	40%	
14	48%	48%	35%	
15	44%	44%	30%	
16	40%	40%	25%	
17	36%	36%	20%	
18	32%	32%	15%	
19	28%	28%	10%	
20	24%	24%	5%	
21	20%	20%		
22	16%	16%		
23	12%	12%		
24	8%	8%		
25	4%	4%		
Lifetime	4%			

The following table is the sole and exclusive reference for a commercial application:

Year of the warranty claim	Elite & Premium & High End Series	Natural & Tropical Series	
1	100%	100%	
2	90%	75%	
3	80%	50%	
4	70%	40%	
5	60%	30%	
6	50%	25%	
7	40%	20%	
8	30%	15%	
9	20%	10%	
10	10%	5%	

Copyright © 2019 Synthetic Grass & Composite