

GENERAL CONDITIONS OF THE WARRANTY

I. Limited Warranty. Realturf warrants to the person, firm or entity purchasing its products (hereinafter referred to as “the Purchaser”), that under normal conditions, Realturf products will sustain their UV stability and tensile strength during the applicable warranty period described in the Attachment between Realturf and the Purchaser for the sale of RealTurf artificial grass products. For purposes of this warranty, a product whose original tensile strength does not decrease by more than 50% will be judged to have sustained its UV stability and tensile strength.

Each product has its own warranty period, from two (2) to ten (10) years, which depends on factors such as the technical characteristics, application, and/or geographical location where the artificial turf is installed. The applicable warranty period begins on the date of installation of the product, or after confirmation of receipt of the product by the consumer by signing the documents of receipt of merchandise. Warranty covers product only and not the installation, groundwork, or labor. Realturf do not take responsibility for third party installations.

II. Commitment. This warranty is limited to tasks of reparation or replacement, being the only alternatives possible. There will not be any money refunds. In case of a substitution, Realturf will provide the product, ex works, and will be responsible for the purchase price of the replacement product during the first two years from the start of the guarantee, although after 6 months from that start, it will be the buyer who must prove the defect in the product to activate the guarantee. After the first two years, in case of a substitution, Realturf will provide the product, ex works, and the price charged of the substitute product purchase will be multiplied by a fraction with a numerator that is the number of remaining months until the end of warranty and a denominator being the total of the months of this period. The Purchaser shall pay the portion of the purchase price for the replacement product not allowed by Realturf. Realturf shall neither be obligated to remove or dispose of the defective turf or install the new turf, nor be obligated to pay the cost for such removal, disposal or installation.

III. Scopes of Warranty. This warranty is inapplicable (i) to products used for any purpose other than sports fields or landscape purposes, (ii) to any damage caused during or because improper handling, storing, transportation, installation or repairs unless the improper conducts are committed by Realturf or its authorized agents, or (iii) to the extent that any defect or damage is caused by the buyer and due to:

- (1) Burns, cuts, accidents, vandalism, abuse, negligence, or neglect.
- (2) Improper design or failure of the sub-base of the sports field or court.
- (3) Drainage defects or deficiencies in the sub-base and/or the surrounding zone
- (4) Use or abrasion caused by an inadequate sub-base
- (5) Reflection from Mirrors and/or glass onto the product.
- (6) Incorrect levels or type of infill (in conformation with independent accredited labs, such as IBV or LABOSPORT or others accredited by Realturf);
- (7) Not maintaining the infill products at their correct levels (in conformation with independent accredited labs, such as IBV or LABOSPORT or others accredited by Realturf) indicated in the technical datasheet of the product.
- (8) Any harmful for the product chemical reaction caused by the infill materials
- (9) Use of improper footwear or sports equipment.
- (10) A different application or use of the game surface than what it was installed for
- (11) Application of inadequate cleaning methods
- (12) Use of chemical or cleaning products, herbicides or pesticides

- (13) The solar exposure range superior to 200W/m²
- (14) Causes of force majeure or other conditions that are uncontrollable by Realturf
- (15) A phenomenon of post fibrillation during or posterior to the installation with other purposes than infill material collocation
- (16) Failure to properly maintain, protect or repair the Products.

All the products will suffer a usual wear out produced by the use. Furthermore, from the factors mentioned above, the wear out of the product will depend, amongst other things, on the intensity of the usage.

It is considered a normal intensity an average of 30 weekly hours of use always when a minimum of 125 meters squared of the surface correspond to each player. The Realturf warranty does not cover the wear out for normal use. Realturf will not be responsible for any warranty that the Purchaser has emitted or realized in favor of the third person, including, amongst others, the warranties related to the lifespan of the products. The Purchaser will have to read attentively the actualized versions of documents and materials of information on the Realturf products, as well as the recommendations of maintenance and of optimization of performance.

IV. Limitation of responsibility. Realturf' total responsibility respecting any product with defect will not exceed in any case the purchase price of the same. Realturf will not be responsible in any case, either for the disposition in a contract or under responsibility for extra contractual illicit act (including amongst others, strict responsibility and/or equity theory), of the benefit or revenue loss, loss of use or similar economic losses, nor of the indirect, special, incidental, consequential, punitive or similar damage derived from usage, conditions, possession, performance, maintenance, non-delivery or late delivery of the products, including in the case of notification to Realturf of a possible existence of such damage.

V. Unique Warranty. The warranty indicated previously is the only valid guarantee that exists regarding Realturf products, and substitutes any other warranty, oral or written, of any type, which could affect these products. The solutions for defects by the means of reparation and/or substitution proposed in the article 2 in the present document are the only obligations that Realturf acquires regarding these products, and the only solutions for which the Purchaser can opt for under this warranty, except for contrary stipulation contained in the present document. Realturf does not assume any other warranty respecting its products, neither explicitly nor implicitly, including amongst others, commercial warranties, of aptitude for determined purposes or the infringement of the third-party rights.

VI. Modifications. This warranty, the terms and standard conditions of sale of Realturf establish the integral and final agreement of the parties related to quality and the efficiency of the Products and will be considered the only valid warranty respecting the same. No distributor, commercial or similar is authorized to emit warranties that are not covered by the dispositions of this document, nor amplify the periods of warranty set here, nor change, vary, amend or amplify the dispositions of the present warranty. All changes, modifications or amplifying of the present warranty must be written and the resulting document will have to be signed by an authorized representative of Realturf.

VII. Resignation Clause. The fact that Realturf does not exercise some rights or faculties established in the present document or does not adopt legal solutions indicated in the same, or delays the exercise of adoption, does not imply that it renounces them. The partial or only

exercise of some of these rights, faculties or legal solutions on behalf of Realturf does not imply the prohibition of the future exercise of other rights, faculties or solutions.

VIII. Divisibility Clause. In case of any of the dispositions of the present warranty, o part of the same, it is considered illegal, invalid or inapplicable by the judicial order of a competent tribunal, the rest of the dispositions or parties will stay valid, will have legal effect and will constitute the binding agreement between the parties respecting the object of the present document.

IX. Assignment. The Purchaser will not be able to transfer or assign in any way the totality or part of the rights indicated here without the previous written consent on behalf of Realturf. The present warranty is established in the benefit of Realturf and the Purchaser or his respective successors or legal assigns and constitutes a binding document for the parties. Only and exclusively the Purchaser- and not sub-purchasers or third parties- will be able to make complaints and claims with the present warranty.

X. Claim Notification. The claims that are made with the present warranty have to be presented in a written form within 2 months after the date when the supposed defect has been discovered, and accompanied with a commercial invoice of the final costumer, and a proof of the date of installation with all the possible data from the installer. All the documentation has to be submitted to the following address:

Realturf Systems SL, Av. Antigua Peseta 131, 03114 Alicante (Spain), realturf@realturf.com

Realturf will not have to assume the costs nor expenses incurred by the Purchaser or third parties respecting the tests, inspections or consulting done by the Purchaser or third parties.

At the same time Realturf will have the right to send a professional to revise the product claim in situ.

***Realturf reserves the right to explain and modify the points indicated above.*