



Product Warranty

1. Limited Warranty

Artificial Grass Helderberg (hereinafter referred to as “AGH”), warrants to the person, form, entity purchasing from AGH (hereinafter referred to as “the Purchaser”), that under normal conditions, AGH products will sustain their UV stability and tensile strength during the applicable warranty period described in Attachment A between AGH and the Purchaser for the sales of AGH’s 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. AGH products are covered by a 5 and 8 Year warranty. The applicable warranty period begins on (1) the date of installation of the product, or (2) the date that is 6 months after the date of AGH’s invoice for the product, whichever comes earlier. Warranty covers product only and not the installation, groundwork or labour. AGH does not take responsibility for third party installations.

2. Repairs and Replacements

AGH will repair or replace, as AGH deems necessary to correct any defect or fault, the product which is determined by AGH not complying with the above warranty. If replacement is required, AGH will supply the replacement product, and for the product which is determined by AGH not complying with the above warranty, allowing the purchase price for the replacement product multiplied by a fraction, the numerator of which is the number of months remaining in the warranty period and the denominator of which is the total number of months in the warranty period. The Purchaser shall pay the portion of the purchase price for the replacement product not allowed by AGH. AGH shall not be obligated for the removal or the disposal of the defective product or to install the new product, nor be obligated to pay the cost for such removal, disposal or installation.

3. Coverage Limitations

This warranty is not applicable (1) to products used for any purpose other than sports fields, courts or landscape purposes, (2) to any damage caused during or on account of improper handling, storage, transportation, installation or repairs unless the improper conducts are committed by AGH or its authorized agents, or (3) to the extent that any defect or damage is caused by:

- Cuts, burns, accidents, vandalism, abuse, neglect or negligence
- Tree root growth, Japanese knot wood, bamboo, mare’s tail or any other horticultural external influence
- Animal damage – domestic pets (dogs, cats, rabbits, etc.), or wild animals; badgers, moles and foxes etc.
- Reflection from mirrors and/or glass onto the product
- Subsidence caused by ground movement and/or tree roots
- Improper design or failure of the sub-base of the sport fields or court
- Drainage defects or deficiencies on the sub-base and/or its surrounding area
- Wear or abrasion caused by an inadequate sub-base
- Any harmful chemical reaction to the product caused by infill materials
- Use of improper footwear or sport equipment



- The playing surface being used for the purpose other than that for which it was designed and installed
- Application of improper cleaning methods
- Use of cleaning chemicals, herbicides or pesticides
- Forces majeure or other conditions beyond reasonable control of AGH
- Post fibrillation after or during installation for purposes other than to get the infill materials in place
- Failure to properly maintain, protect or repair the products

All products are subject to normal wear and tear, in addition to the factors mentioned above; wear and tear depends on, without limitation, the intensity of use of the product. Normal intensity of use is considered to be 30-60 hours of use on average per week with the condition that each player has at least 125 square meters on the field. AGH does not warrant against normal wear and tear. AGH shall not be responsible for any warranty issued or made by the Purchaser to third parties, including, without limitation, any warranty made by the Purchaser with respect to the useful life of the products. The Purchaser should carefully read the latest versions of AGH information materials with regards to products materials and recommendations on product maintenance and performance.

4. Liability Limitation

AGH entire liability for any defective product shall in no event exceed the purchase price for the defective products. AGH shall in no event be held liable, whether on the basis of contract or tort (including, but limited to, negligence) or under any other legal theory (including, but not limited to, strict liability and/or equitable theory), for lost profits or revenues, loss of use or similar economic losses, or for indirect, special, incidental, arising from or in connection with the use, conditions, possession, performance, maintenance, non-delivery or late delivery of the products, even if AGH has been notified of the possibility of such damages.

5. Sole Warranty

The warranty provided herein is the sole exclusive warranty and no other warranties with regard to AGH products and replaces any and all other warranties, whether oral or in writing, of any kind concerning AGH products. The repair and/or replacement provided in section 2 hereof are the sole obligations of AGH, and the sole remedies of the purchaser, under this warranty. Except as expressly provided herein, AGH makes no statements or warranties of any kind or nature concerning any of its products, whether express or implied, including, but not limited to, any warranty or merchantability, fitness for any particular purpose, or non-infringement of third party rights.

6. Modifications

This warranty and AGH standard terms and conditions of sale are the complete, final and exclusive agreement of the parties with respect to the quality and performance of the products and any and all warranties concerning the products. No dealer, sales representative or similar person is authorized to grant warranties which are not covered by this warranty, to extend any warranty period hereunder or otherwise to change, modify, amend or supplement the provisions of this warranty. Any change, modifications or supplements to this warranty must be made in writing and signed by an authorized representative of AGH.



7. Waiver

Any AGH failure to exercise or delay in exercising any right, power or remedy hereunder shall not be considered as a waiver thereof. No single or partial exercise of any right, power or remedy by AGH preclude any other or further exercise thereof or the exercise of any right, power or remedy.

If any provision or any portion of any provision of this warranty to be held to be illegal, invalid or unenforceable by a competent judicial court, the remaining provisions or portions thereof shall remain in full force and effect and shall remain to be a binding agreement of the parties with respect to the subject matter thereof.

8. Assignment

Without AGH;s advance written consent, the Purchaser may not transfer, convey or otherwise assign all or any of its right under this warranty. This warranty is to benefit and be binding upon AGH and the Purchaser and their respective successors and authorized assigns. Claims under this warranty may only be made by the Purchaser and not by the Purchaser's sub-buyers or any other third party

9. Claims

Claims under this warranty must be tendered in writing within 30 days after the discovery of the alleged defect, accompanied with proof of installation date, location of installation, product sample, and sample of infill material(s) and a minimum of three clear pictures showing the defect. Claims are to be sent AGH, Cnr of Fabriek Street & N2 (Handi Pak Building), Strand, 7130 / edna@artificialgrasshelderberg.co.za

AGH shall not be held to bear any costs or expenses incurred by the Purchaser or others with regards to nay tests, inspections or consultations carries out by the Purchaser or others.