

MANUFACTURER'S LIMITED FIELD WARRANTY

1. **Limited warranty.** Subject to the terms, conditions and limitations contained in this Statement of Limited Warranty, Greenfields USA ("Greenfields") warrants the following to the person, firm or entity indicated on the signature page hereof ("Purchaser"): That under normal conditions the Greenfields product Purchaser acquired: (1) will for a period of 5 years from the date of substantial completion, be free from defects in workmanship, (2) will with respect to the yarn component thereof, maintain UV-stability to the extent warranted by (Yarn Manufacturer) for such period of time warranted by it. The yarn component of Greenfields products acquired by Purchaser will be deemed to have maintained its UV-stability if the original tensile strength of the product does not decrease by more than fifty percent. This warranty is only valid for the original installation pursuant to the terms and conditions herein.

2. **Remedy.** As Purchaser's sole and exclusive remedy: If the Greenfields product fails to perform as warranted above during an applicable warranty period, Greenfields will provide Purchaser a credit toward a replacement Greenfields turf product of equivalent grade as that warranted hereunder, calculated as follows: The credit shall be a prorated sum equal to one fifth of the price Purchaser paid for the Greenfields product warranted hereunder multiplied by the total number of full calendar years remaining in the Limited Warranty Period (and ignoring any partial calendar years). As a condition of receiving such replacement turf, Purchaser must pay to Greenfields an amount equal to the difference between the purchase price for such replacement turf and foregoing credit amount. This Statement of Limited Warranty and the sole and exclusive remedy described herein do not include any costs associated with removal or disposal of defective turf or manufacture or installation of replacement turf, and such costs are expressly disclaimed. IN NO EVENT SHALL THE OBLIGATIONS OF GREENFIELDS HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE RECEIVED BY GREENFIELDS FOR PRODUCTS WARRANTED HEREUNDER AND ACQUIRED BY END USER.

3. **Exclusions and Limitations on coverage.** This warranty does not apply: (i) if the product is used for any application other than a sports playing surface (i.e., football, lacrosse, hockey, soccer, rugby, baseball, handball); (ii) to any damage caused during or on account of improper processing, installation or repairs; and/or (iii) to the extent that any defect or damage is caused by: (a) Burns, cuts, accidents, vandalism, abuse, negligence or neglect; (b) Improper design or failure of the sub-base of the sports field or court; (c) Wear or abrasion caused by an inadequate sub-base; (d) Use of infill products of an incorrect grade (according to FIFA accredited test institutes, such as ISA-Sport/ Labosport, or other test institutes accredited by Greenfields); (e) Failure to maintain infill products at the correct level (according to FIFA accredited test institutes, such as ISA-Sport/ Labosport, or other test institutes accredited by Greenfields); (f) Use of inappropriate footwear (e.g., metal cleats, spikes or similar projections other than conventional rubber knob cleats designed for football, soccer, or baseball) or other sports equipment, flat soled shoes); (g) The playing surface being used other than for the purpose for which it was designed and installed; (h) Use of cleaning chemicals, herbicides or pesticides; (i) Use of improper cleaning methods; (j) Any harmful chemical reaction to the product caused by infill materials; (k) Acts of God or other conditions beyond the reasonable control of Greenfields; (l) Post fibrillation after or during installation for purposes other than to get the infill materials in place; or (m) Failure to properly maintain, protect or repair the turf; (n) Inappropriate use of the product as described in maintenance manuals published by Greenfields; (o) Static or dynamic loads exceeding manufacturer specifications; (p) excessive use (more than 1700 playing hours and/or other approved use annually). All synthetic turf is 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 mentioned above, wear and tear depends on, without limitation, the construction of the synthetic turf (fiber face weight, stitch rate, fiber pile height and gauge) and the intensity of use of the synthetic turf; (q) if the product is maintained and/or repaired at any time by anyone other than a service company authorized by Greenfields to perform product repair and/or maintenance. Greenfields shall not be responsible for any warranty issued or made by Purchaser to third parties, including, without limitation, any warranty made by Purchaser with respect to useful life. Notwithstanding any other language herein to the contrary, this warranty does not apply to any damage to or failure of the products or other damages resulting, directly or indirectly, from acts of God or conditions beyond the reasonable control of Greenfields, including, without limitation, accidents, fire, misuses, negligence, improper installation, improper storage, modifications, alterations, tampering, vandalism or failure to properly maintain, protect or repair the Products.

4. **Limitation of liability.** IN NO EVENT SHALL GREENFIELDS BE LIABLE, WHETHER IN CONTRACT OR IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY), FOR BODILY INJURY, DEATH, LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, CONDITION, POSSESSION, PERFORMANCE, MAINTENANCE, NON-DELIVERY OR LATE DELIVERY OF THE PRODUCTS, EVEN IF GREENFIELDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. **No Other Warranties.** THE WARRANTY PROVIDED HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO GREENFIELDS PRODUCTS AND SUPERSEDES ANY AND ALL OTHER WARRANTIES, ORAL OR WRITTEN, OF ANY TYPE RELATING TO GREENFIELDS PRODUCTS. ANY PRODUCTS OF GREENFIELDS NOT COVERED BY THIS WARRANTY ARE SOLD "AS IS," WITHOUT WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND GREENFIELDS HEREBY DISCLAIMS THE SAME. THE REMEDY OF CREDIT TOWARD A REPLACEMENT GREENFIELDS PRODUCT OF EQUIVALENT GRADE SET FORTH IN SECTION 2 OF THIS LIMITED WARRANTY IS THE SOLE OBLIGATION OF GREENFIELDS, AND THE SOLE REMEDY OF PURCHASER, UNDER THE WARRANTY PROVIDED HEREIN. EXCEPT AS PROVIDED HEREIN, GREENFIELDS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION WITH RESPECT TO ANY OF ITS PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS OF ANY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND GREENFIELDS HEREBY DISCLAIMS THE SAME.

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6. Notification of claims. Notwithstanding any other language contained in this limited warranty to the contrary: This limited warranty is conditioned on Purchaser paying Greenfields's invoices for product when due and submitting the Certificate of Substantial Completion to Greenfields as validation of the installation within thirty (30) days of the installation. This limited warranty is further conditioned on Purchaser submitting a claim under this limited warranty in writing within 30 days of discovery of an alleged defect, such written claim including proof of sale and installation date, name and address of the end-user, roll numbers and/or panel numbers affected, copies of maintenance records, location of installation, product sample/fiber material, sample of infill material(s) and a minimum of three clear pictures showing the problem to: Greenfields USA, 4910 Jonesboro Road, Union City, GA 30291. Once the complete claim has been received by Greenfields, Greenfields shall be allowed a reasonable amount of time to respond to the claim, including time to inspect the Product and the alleged defect(s) at the installation site during reasonable business hours, and to conduct such tests as Greenfields in its discretion may be deemed necessary. Greenfields shall also be allowed a reasonable opportunity to cure any alleged defect(s). Greenfields shall not be responsible for any costs or expenses incurred by Purchaser or others with respect to any tests, inspections or consultations conducted by Purchaser or others. Greenfields shall be furnished copies of any and all written reports of any tests performed by the Purchaser and/or Owner. Said reports shall identify the name and address of the entity or individual that performed the tests made the basis of the reports. Purchaser must promptly inspect all Products upon delivery. Anything herein to the contrary notwithstanding, to the extent that any defects, shortages or non-conformities in the products are discoverable by inspection upon delivery of the products, all obligations of Greenfields to Purchaser with respect to such defects, shortages and non-conformities shall be deemed to be satisfied, and all products shall be deemed to be free of such defects, shortages and non-conformities, unless Purchaser notifies Greenfields of such defects, shortages or non-conformities in writing within 30 days after the date of delivery.

7. Modifications. This warranty, together with the Turf Sales Agreement for the project listed below, is the complete, final and exclusive agreement of the parties with respect to the quality and performance of the products and any and all representations and warranties concerning the products. No dealer, sales representative or similar person has the authority to make any representations or warranties with respect to the products, to extend any warranty period hereunder or otherwise to change, modify, amend or supplement the provisions of this warranty. None of the provisions of this warranty may be changed, modified, amended or supplemented except by a written instrument signed by an authorized representative of Greenfields. This warranty applies to all Greenfields products sold to Purchaser beginning on the date this warranty certificate is issued to Purchaser and continuing until Greenfields issues Purchaser a new warranty certificate signed by an authorized representative of Greenfields that expressly supersedes this warranty certificate in whole or in part. Any such new warranty certificate will be effective upon receipt by Purchaser. Purchaser's purchase of any Greenfields products following receipt of any new warranty certificate from Greenfields will constitute Purchaser's acceptance of the terms and conditions of such new warranty certificate.

8. Waiver. No failure on the part of Greenfields to exercise, and no delay by Greenfields in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by Greenfields preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

9. Governing law. This warranty and the rights and obligations of the parties under this warranty shall be governed by the laws of the State of Georgia without regard to its conflicts of laws principles. Sales of products by Greenfields to Purchaser shall not be subject to the United Nations Convention on the International Sale of Goods.

10. Severability. If any provision or portion of any provision of this warranty shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions thereof shall constitute the parties' agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.


11. Assignment. Purchaser may not transfer, convey or otherwise assign all or any of its rights under this warranty without the prior written consent of Greenfields. Any such transfer or assignment by Purchaser without Greenfields's prior written consent shall be null and void and of no force or effect. This warranty shall inure to the benefit of and are binding upon Greenfields and Purchaser and their respective successors and permitted assigns. Claims under this warranty may only be made by Purchaser and not by Purchaser's customers or any other third parties.

12. Effect. Signature and return by an authorized representative of Greenfields is a condition precedent to this limited warranty taking effect.

Greenfields Reference:	GF-15005331	Product Installed:	XP 50
Intended Use:	Soccer	Substantial Completion Date:	January 20, 2016
Purchaser/Warranty Holder:	Webb County		
Address:	1600 Orquidia Lane, Rio Bravo, TX 78046		
Field/Installation Name:	Rio Bravo Park soccer Field	Field Size:	11,200 sq ft
Address:	1600 Orquidia Lane, Rio Bravo, TX 78046		
Owner/End-User:	Webb County		
Address:	1600 Orquidia Lane, Rio Bravo, TX 78046		

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GREENFIELDS USA

Signed: 
Herb Zabel, Manager of Operations

Date: January 21, 2016