



EASIGRASS WARRANTY

Acceptance of any quotation or placing of an order implies that you have read and accepted our terms and conditions and the Easigrass Warranty.

This warranty ("Warranty") is granted subject to the following terms and conditions:

Limited Warranty

United Arab Emirates distributors for Easigrass, Co The Platinum House LLC (hereinafter referred to as "Easigrass"), warrants to the person, firm or entity purchasing from Easigrass (hereinafter referred to as "the Purchaser"), that under normal conditions, Easigrass artificial grass products ("Product") will sustain their UV stability and tensile strength during the applicable warranty period described in the issued by Easigrass to the Purchaser for the sale of 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. The Warranty period differs from product to product, with the consideration of, among others, the geographical location of the artificial grass turf installation site. The applicable Warranty period begins on (i) the first day of installation of the Product, or (ii) the date that is 1 month after the date of the first invoice for the Product, whichever comes earlier and shall be applicable for six years from the date thereof, subject to this Warranty document and terms and conditions of Easigrass. Warranty covers product only and not the installation, groundwork or labour. Easigrass do not take responsibility for third party installations. It is essential that your artificial grass has minimum half yearly maintenance service to check the sand levels, seams, general condition and to brush the hairs upright again. Easigrass will not carry out any maintenance based on your purchase of the product. Easigrass maintenance services can be availed based on separate contract to be negotiated, agreed and executed between the Buyer and Easigrass. Failure to provide evidence of half yearly services will void the Warranty.

Remedy

Easigrass will repair or replace, as Easigrass deems necessary to correct any defect, the product which is determined by Easigrass not complying with the warranty. If replacement is deemed necessary, Easigrass will supply replacement product, and for the product which is determined by Easigrass not complying with the 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 Easigrass. Easigrass 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.

Out of Warranty

For the Product which is determined by Easigrass (in its sole discretion) not complying with the terms of Warranty, or on lapse of Warranty period, Easigrass is entitled to reject the warranty as Out of Warranty ("Out of Warranty") and Easigrass will not be liable for the consequences whatsoever. In case the Product is Out of Warranty, the Purchaser shall bear all costs and expenses incurred by Easigrass with regard to inspections or consultations carried out by Easigrass and shall pay within one week from the date there the applicable fees (including consultation and transportation) to Easigrass.

Limitations on Warranty Coverage

This Warranty is inapplicable (i) to Product's used for any purpose other than sports fields or courts or landscape purposes, (ii) to any damage caused during or on account of improper handling, storing, transportation, installation or repairs unless the improper conducts are committed by Easigrass or its authorized agents, or (iii) to the extent that any defect or damage is caused by:

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 on the sub-base and/or its surrounding area.
4. Wear or abrasion caused by an inadequate sub-base.
5. Continued water clogging on or around the Product for more than 24 hrs.
6. Flood on or around the Product.
7. Any harmful chemical reaction to the Product caused by infill materials.
8. Use of improper footwear or sports equipment.
9. The playing surface being used for the purpose other than that for which it was designed and installed.
10. Improper cleaning methods.
11. Use of any chemicals including but not limited to cleaning chemicals, pesticides, fertilizers, chlorine and/or any other chemical not suitable for exposure to artificial grass.
12. Any issue relating to rising salt through an existing base or a new base introduced by Easigrass. Rising salt will discolour the grass.
13. Forces majeure or other conditions beyond the reasonable control of Easigrass.
14. Post fibrillation after or during installation for purposes other than to get the infill materials in place.
15. Constant exposure to heat above 50 degree Celsius.
16. Failure to properly maintain, protect or repair the Products.
17. Using the surface for any other requirements than landscaping purpose.
18. Defects or damage resulting from misuse, neglect,
19. Defects or damage resulting from improper maintenance, alteration, modification or adjustments.
20. If exposed to extreme thermal or environmental conditions or to rapid changes in such conditions.
21. Third party ground works.
22. Any smells caused by any animals including cats and dogs.
23. Mechanical damage, vandalism, abuse, neglect, deliberate act, accident, disaster or casualty.

24. Exposure to any object with a burning element for example a BBQ coal, fireworks, cigarettes.
25. Calcium and Salt deposits staining or discolouring the grass.
26. The Product is not used in the normal customary manner or according to instructions given by Easigrass.
27. Supplied Products installed not in accordance to Easigrass installations or use of materials other than supplied by Easigrass.
28. Use of heavy sports equipment or exercise equipment like Trampolines on the product.
29. Regular Maintenance of Products is not done in accordance to the Terms and Conditions of Easigrass.
30. Terms and conditions as stipulated by Easigrass are not complied with.
31. Undue normal wear and tear of the products supplied.
32. Damage caused by a third party.
33. Any horticultural influence for example Roots of plants etc.

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 per week. Easigrass does not warrant against normal wear and tear. Easigrass 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 Product's. The Purchaser should carefully read the latest versions of Easigrass' Product information materials, literature and recommendations on Product's maintenance and performance optimization and Terms and Conditions.

Limitation of Liability

EASIGRASS ENTIRE LIABILITY FOR ANY DEFECTIVE PRODUCT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE FOR THE DEFECTIVE PRODUCTS. EASIGRASS SHALL IN NO EVENT BE HELD LIABLE, WHETHER ON THE BASIS OF CONTRACT OR TORT (INCLUDING, BUT NOT 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 ANTICIPATED PROFITS, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LOSS OF GOOD WILL, OR SIMILAR ECONOMIC LOSSES, OR FOR INDIRECT, SPECIAL, INCIDENTAL, ARISING FROM OR FOR BREACH OF WARRANTY OR CONDITION, IN CONNECTION WITH THE USE, CONDITIONS, POSSESSION, PERFORMANCE, MAINTENANCE, NON-DELIVERY OR LATE DELIVERY OF THE PRODUCT'S, EVEN IF EASIGRASS HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES INCIDENTAL, CONSEQUENTIAL, PUNITIVE.

No Other Warranties

THE WARRANTY PROVIDED HEREIN IS THE SOLE EXCLUSIVE WARRANTY WITH REGARD TO EASIGRASS PRODUCT'S AND REPLACES ANY AND ALL OTHER WARRANTIES, WHETHER ORAL OR IN WRITING, OF ANY KIND CONCERNING EASIGRASS PRODUCT'S. THE REMEDIES OF REPAIR AND/OR REPLACEMENT PROVIDED IN ARTICLE 2 HEREOF ARE THE SOLE OBLIGATIONS OF EASIGRASS, AND THE SOLE REMEDIES OF THE PURCHASER, UNDER THIS WARRANTY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, EASIGRASS MAKES NO STATEMENTS OR WARRANTIES OF ANY KIND OR NATURE CONCERNING ANY OF ITS PRODUCT'S, 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.

Modifications

This Warranty and Easigrass 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 Product's. 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, modification, or supplement to this Warranty must be made in a written instrument signed by an authorized representative of Easigrass.

No Claim

The Purchaser shall have no claim whatsoever against any of the affiliate or group company of Easigrass.

Waiver

Any Easigrass' 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 Easigrass preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Severability

If any provision or any portion of any provision of this Warranty 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 hereof.

Assignment

The Purchaser may not transfer, convey or otherwise assign all or any of its rights under this Warranty. This Warranty is to benefit and be binding upon Easigrass and the Purchaser and their respective successors only. Claims under this Warranty may only be made by the Purchaser and not by the Purchaser's sub-buyers or any other third parties. Easigrass may assign this Warranty to any affiliate or group company without notice to the Purchaser, the Purchaser hereby gives his consent for such assignment.

Force Majeure

Easigrass shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of products by Easigrass being prevented, hindered, delayed, cancelled or rendered uneconomic by reason of circumstance or events beyond the Easigrass's reasonable control ("force majeure circumstances") including but not limited to act of god, war, riot, strike, lock out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workman, materials or transport, or other circumstances affecting the supply of the products or of raw materials by Easigrass's normal source of supply of manufacture or the products by Easigrass's normal means of delivery of the products by the Easigrass's normal route or means of delivery. In force majeure circumstances Easigrass may in its sole discretion terminate any contract for the supply of products pursuant to these conditions or cancel delivery of products to the Buyer or may, with the agreement of the Buyer, deliver the products at an agreed rate of delivery commencing after any suspension of deliveries. If due to force majeure circumstances Easigrass has insufficient stocks to meet all its commitments Easigrass may apportion available stocks

between its customers at its sole discretion.

Heat

Artificial grass is a synthetic surface therefore it does not have the self-cooling properties of natural grass. In areas such as the Middle East where there are long periods of sustained direct sunlight and a high ambient temperature the grass can become hot. In the Summer months it can become too hot to walk on with bare feet. The Buyer acknowledges they have been made aware of this and shall Indemnify Easigrass against any and all liabilities, claims and costs incurred by or made against Easigrass in relation to the heat.

Deformation

Artificial grass will not change its shape in natural sunlight. In very rare cases where there is a reflective surface for example a mirror, reflective metal object or angled pane of glass sunlight can be magnified many times. If the magnified rays remain in one place for a period of time this can cause extreme temperatures to be focused on that area and melting of the artificial grass can occur. The Buyer acknowledges they have been made aware of this and shall indemnify Easigrass against any and all liabilities, claims and costs incurred by or made against Easigrass in relation to these cases.

Salt and Calcium deposits

Salt, calcium and other deposits contained in garden water can discolour the grass. The Buyer acknowledges they have been made aware of this and shall indemnify Easigrass against any and all liabilities, claims and costs incurred by or made against Easigrass in relation to rising salt or equivalent deposits discolouring the grass.

Liability

The Buyer shall inspect the products immediately upon delivery, the Easigrass shall not be liable to the Buyer. A) for nondelivery unless a written claim is received by Easigrass within (7) seven days from the date of Easigrass's invoice (or 14 days from such date in respect of export sales). B) for shortages in quantity delivered in excess of those permitted by this Terms and Conditions unless the Buyer notifies Easigrass of any claim for short deliver within (7) seven days of receipt of the products or (14 days from such date in respect of export sale). C) for damage or to loss of the products or any part of them in transit (where the products are carried by Easigrass's own transport or by a carrier on behalf of Easigrass) unless the Buyer shall notify Easigrass of any such claim within (1) one day of receipt of the products or the scheduled date of delivery whichever shall be the earlier (or (7) seven days from such date in respect of export sales). D) for the defects in the products caused by fair wear and tear, abnormal or unsuitable conditions of storage or use if any act, neglect or default of the Buyer or of any third party. E) for other defects in the products unless notified to Easigrass as mentioned hereinabove. Where liability is accepted by Easigrass, Easigrass's only obligation shall be (at its sole discretion) to make good any shortage or nondelivery and/or as appropriate to replace or repair any products found to be damaged or defective and/or to refund the costs of such products to the Buyer, as per the Warranty. Easigrass shall not be liable for any loss, damage or liability of any or whatsoever kind suffered by any Buyer and/or third party directly or indirectly caused by repairs or remedial work carried out with or without Easigrass's prior written approval and the Buyer shall indemnify Easigrass against any and all claims and costs arising out of such claims to the extent that such repairs or remedial work have been performed by the Buyer or its agents. Easigrass's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstance exceed the cost of the defective, damaged or undelivered products which give rise to such liability as determined by net price invoiced to the Buyer in respect of any occurrence or series of occurrences. Subject to this condition; A) all conditions, warranties and representations expressed or implied by statute, law or otherwise in relation to the products are hereby excluded; B) Easigrass shall be under no liability to the Buyer for any loss, damage or injury, direct or indirect, resulting from defects in design, materials or workmanship or otherwise howsoever arising (and whether or not caused by the negligence of the Easigrass, its employees or agents). C) Easigrass shall have no liability for any indirect or consequential losses or expenses suffered by the Buyer, howsoever caused, and including without limitation, loss of anticipated profits. Goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims, the Buyer shall fully indemnify Easigrass from all third party claims.

Notification of 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, name of installation company, batch number, location of installation, Product sample, sample of infill material(s) and a minimum of three clear pictures showing the problem, to:

Easigrass Distributor:
The Platinum House Co LLC

Easigrass shall not be held or bear any costs or expenses incurred by the Purchaser or others with regard to any tests, inspections or consultations carried out by the Purchaser or others.

Applicable Law

Any dispute arising out of or in connection with this contract, including any questions regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre. This contract shall be governed by and construed in accordance with the law of Dubai.

** Easigrass reserves the right to explain and modify this Warranty or any terms mentioned herewith, without any notification.