



## Manufacturer's Limited Warranty

FieldTurf warrants that if FieldTurf FTOM 1F for football, soccer, lacrosse synthetic turf proves to be defective in material or workmanship, resulting in premature wear, during normal and ordinary use of the Product for the sporting activities set out below or for any other uses for which FieldTurf gives its written authorization, within 8 years from the date of completion of installation, FieldTurf will, at FieldTurf's option, either repair or replace the affected area without charge, to the extent required to meet the warranty period (but no cash refunds will be made). This warranty does not come into effect unless the Certificate of Completion is sent for validation to the head office of FieldTurf indicated below within 30 days of installation or customer use, whichever occurs first. In all cases the resulting warranty shall have commenced upon the date of substantial completion. This warranty is limited to the remedies of repair or replacement, which shall constitute the exclusive remedies available under this warranty, and all other remedies or recourses which might otherwise be available are hereby waived by the Buyer. FieldTurf will have no other obligations or liability for damages arising out of or in connection with the use or performance of the product including but without limitation, damages for personal injury or economic losses.

### Other Exclusions

**EXCEPT AS EXPRESSLY SET FORTH IN MANUFACTURER'S LIMITED WARRANTY ABOVE, MANUFACTURER DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Furthermore, this Manufacturer's Limited Warranty *does not cover*:

1. Damage resulting from accident, force majeure, misuse, intentional and unintentional abuse, infill displacement, and neglect or from other than normal and ordinary use of the Product. Normal and ordinary use is considered as usage up to 3,000 hours per year of regular play and utilization for the sporting activities set out in the warranty. Normal play and ordinary use includes a reasonable number of users or participants and does not include repetitive marching, repetitive training or high-intensity drills on the same part of the field, in particular to, but not limited to white or yellow lines, goal areas, and sideline areas, or the area around the bases, home plate and pitcher's mound.
2. Damage resulting from failure to maintain the Product in accordance with the maintenance and use instructions provided to the buyer. Buyer shall produce maintenance logs.
3. Damage resulting from repair, attempted repair or maintenance by anyone other than FieldTurf or an authorized distributor or authorized FieldTurf Maintainer.
4. Damage due to causes which include but are not limited to the application of chemicals or cleaning agents, adhesive backing, dirt, traffic, normal matting, negligence, vandalism, fire, flood, windstorm, animals and improper care.
5. Failure or improper design of the base. Depression of the soil or matter upon which the base or Product rests.
6. Use of improper footwear such as long spiked track shoes and regular use of steel cleats. Standard soccer or football cleats are recommended. Flat soled shoes such as work boots should be avoided.

We disclaim liability for incidental and consequential damages for breach of any express or implied warranty, including any implied warranty of merchantability, with respect to the Product. In the event that the Product is used for purposes other than the specific sporting activities set out herein or any other uses for which FieldTurf gives its written authorization, it being understood that FieldTurf has tested the Product for use in connection with these sporting activities and may not have tested it for other uses, FieldTurf shall not be responsible for any and all damages incurred and the Manufacturer's Limited Warranty as well as all legal warranties shall become null and void. Any product repairs or replacements performed under the terms of this guarantee shall not lead to any extension whatsoever of the guarantee.

Name of purchaser: **Carlsbad Unified School District, 6225 El Camino Real, Carlsbad, CA 92008**

Date of completion: **March 3<sup>rd</sup>, 2010**

Sporting Activities: **Multi Sport use**

Location: **Carlsbad High School**

Installed by: **FieldTurf USA**

Address: **3557 Lancer Way**

City: **Carlsbad**

State: **California**

Zip: **92008**

Tel: **(760) 331-5100**

Fax: \_\_\_\_\_

Signature: 

(Please Print Name) **Harold McNeil**

Date: **March 26<sup>th</sup>, 2010**

Reference: **061379**

This warranty is insured by a third party. For more information please contact Customer Service at FieldTurf at the number listed below.  
FieldTurf 8088 Montview Road, Montreal, Quebec, Canada, H4P 2L7 Toll Free: 1-800-724-2969

