



SAMPLE

Manufacturer's Limited Warranty

Shaw Sports Turf® endeavors to use the highest quality materials and the latest manufacturing techniques in the production of our Synthetic Turf products. Our products are manufactured and installed within our product tolerances which permit Shaw Sports Turf® to offer a guarantee against defects in workmanship with respect to Shaw Sports Turf® Synthetic Turf products for a period of eight (8) years from the date of Substantial Completion.

The term Synthetic Turf, as used herein, shall include only the synthetic turf fibers and backings supplied by Shaw Sports Turf®.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LIMITED WARRANTY, THIS LIMITED WARRANTY SHALL NOT COVER ANY DEFECTS, FAILURE IN OR DAMAGE TO THE SYNTHETIC TURF THAT IS:

- (a) due or attributable to abuse, misuse, negligence;
(b) installed, repaired, altered or replaced by any person other than an authorized Shaw Sports Turf installer;
(c) damaged, directly or indirectly, including but not limited to, on account of, accident, vandalism, machinery, spiked shoes, animals, misuse, fire, flood, war, chemical reactions, acts of God, static or dynamic loads exceeding Shaw Sports Turf® specifications at time of installation, improper or faulty subsurface preparation, failure of the subsurface after installation including settling of the surface, or improper cleaning methods;
(d) exposed to light other than natural light or approved artificial light; or
(e) not maintained in accordance with Shaw Sports Turf® recommendations, including the care and maintenance of the infill system (if applicable)
(f) caused by ordinary wear & tear.
(g) results from use for any purpose other than those approved in writing by Shaw Sports Turf.

THE EXPRESS WARRANTIES SET FORTH IN THIS LIMITED WARRANTY ARE IN LIEU OF AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No person or party is authorized to create any obligation or liability for Shaw Sports Turf® and only the limited warranty expressed herein shall apply.

Shaw Sports Turf's obligations under this limited warranty are restricted to the repair or, at Shaw Sports Turf's sole option, replacement of all, or the affected parts covered herein. Shaw Sports Turf's liability under this limited warranty is limited to the prorated replacement value (based on an 8 year period) of the item to be repaired or replaced. IN NO EVENT SHALL THE OBLIGATIONS OF SHAW SPORTS TURF® UNDER THIS LIMITED WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

The remedy of repair or replacement set forth herein shall be the sole and exclusive remedy of the Warranty Holder and Shaw Sports Turf® shall have no other obligations or liability in connection with any matter or thing, including without limitation, the condition or quality of the Synthetic Turf. WITHOUT LIMITATION OF THE FOREGOING, IN NO EVENT SHALL SHAW SPORTS TURF® BE LIABLE TO THE WARRANTY HOLDER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH THE USE OF THIS PRODUCT, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR DAMAGES RELATING TO PERSONAL INJURY, LOST TIME OR CONVENIENCE, LOSS OF USE OF THE PRODUCT, LOST PROFITS OR REVENUES, DOWNTIME COSTS, THE LOSS OF PERSONAL OR COMMERCIAL PROPERTY, THE COSTS OF TELEPHONE, TRAVEL OR LODGING, OR ANY OTHER DAMAGES.

Shaw Sports Turf® endeavors to handle all warranty claims promptly and professionally. The obligations of Shaw Sports Turf® under this Limited Warranty are conditional on Shaw Sports Turf® having been paid in full with respect to this project, including all change orders at time of claim.

It is agreed that all claims by purchaser made under the foregoing limited warranty shall be invalid and null and void unless made in writing to Shaw Sports Turf® within (8) years from date of Substantial Completion and within (30) days of learning of the defect giving rise to its claim.

This Limited Warranty is not Transferable.

Issued to: City of Brampton
as Warranty Holder

Project Name: Creditview/Sandalwood Park - #1 East Field

Installation Location: 10520 Creditview Road
Brampton, ON L6V 1A1

Date of Substantial Completion: October 4, 2012

Expiry Date: October 4, 2020

Signed: [Signature]

SAMPLE