

Revision: 0

Date: 3/1/18

Approved by Management

REALTURF 15 YEAR LIMITED WARRANTY

I. Limited Warranty. Realturf warrants to the person, firm or entity purchasing its products (hereinafter referred to as “the Purchaser”), that under normal conditions, Realturf products will sustain their UV stability and tensile strength during the applicable warranty period described in the Attachment between Realturf and the Purchaser for the sale of RealTurf’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.

Each product has its own warranty period for 15 years for all applications except sports application will have an 8-year warranty period. The warranty period will depend on factors such as the technical characteristics, application and/or geographical location where the artificial turf is installed. The applicable warranty period begins on the date of installation of the product, or not later than 6 months after the date of RealTurf’s invoice for the product, whichever comes earlier. The warranty covers product only and not the installation, groundwork or labor. Realturf is not responsible for the quality of third party installations.

II. Commitment. This warranty will only repair or replace the product. The warranty does not and will not include cash refunds. Realturf reserves exclusive right and discretion to make product replacements substitutions rather than using. In case of the substitution, Realturf will provide the product within the USA, and the price charged of the substitute product purchase will be multiplied by a fraction with a numerator that is the number of remaining months until the end of the warranty and denominator being the total of the months of warranty period. The purchaser shall pay the portion of the purchase price for the replacement product not allowed by Realturf. Realturf is neither obligated to remove nor dispose of the defective turf, nor install the new turf, nor be obligated to pay the cost for such removal, disposal or installation.

III. Scopes of Warranty. This warranty is inapplicable (i) to products used for any purpose other than sports fields or landscape purposes, (ii) to any damage caused during or because improper handling, storing, transportation, installation or repairs unless the improper conducts are committed by Realturf 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 in the sub-base and/or the surrounding zone
- (4) Use or abrasion caused by an inadequate sub-base
- (5) Reflection from Mirrors and/or glass onto the product;
- (6) Incorrect levels or type of infill (in conformation with independent accredited labs, such as IBV or LABOSPORT or others accredited by Realturf);

- (7) Not maintaining the infill products at their correct levels (in conformation with independent accredited labs, such as IBV or LABOSPORT or others accredited by Realturf) indicated in the technical datasheet of the product.
- (8) Any harmful for the product chemical reaction caused by the infill materials
- (9) Use of improper footwear or sports equipment;
- (10) A different application or use of the game surface than what it was installed for
- (11) Application of inadequate cleaning methods
- (12) Use of chemical or cleaning products, herbicides, or pesticides
- (13) The solar exposure range superior to 200W/m²
- (14) Causes of force majeure or other conditions that are uncontrollable by Realturf
- (15) A phenomenon of post fibrillation during or posterior to the installation with other purposes than infill material collocation
- (16) Failure to properly maintain, protect or repair the Products.

All the products will suffer normal wear and tear when used for its intended purposes. Customary wear and tear will correlate with how often the product itself is used. Under normal conditions, the product will be used an average of 30 hours per week.

Realturf's warranty does not cover the wear out for normal use. The purchaser is responsible for maintenance recommendations given by the installer.

IV. Limitation of responsibility. The purchaser acknowledges and agrees that Realturf's liability for any product defect is limited to the purchase price of the product. In addition, the purchaser agrees that Realturf is not responsible for any other legal theories of liability or damages including monetary damages, economic damages, loss of revenue, indirect, special, incidental, consequential, punitive or similar damage derived from usage, conditions, possession, performance, maintenance, non-delivery or late delivery of the products, including in the case of notification to Realturf of a possible existence of such damage.

V. Unique warranty. Realturf offers no other warranty other than the warranty found in this document (specifically, Clause #2). In connection with the Buyer's purchase of units of any Product under this agreement, the Vendor (1) disclaims any warranty of merchantability or fitness for a particular purpose and (2) makes no warranty other than the warranty of title and the warranties expressed in this agreement. Realturf makes no other implied warranties associated when selling its products.

VI. Modifications. This warranty, the terms and standard conditions of sale of Realturf establish the integral and final agreement of the parties related to quality and the efficiency of the Products, and will be considered the only valid warranty respecting the same. No distributor, commercial or similar is authorized to emit warranties that are not covered by the dispositions of this document, nor amplify the periods of warranty set here, nor change, vary, amend or amplify the dispositions of the present warranty. All changes, modifications or amplifying of the present warranty have to be written and the resulting document will have to be signed by an authorized representative of Realturf.

VII. Resignation Clause. The fact that Realturf does not exercise some rights or faculties established in the present document, or does not adopt legal solutions indicated in the same, or delays the exercise of adoption, does not imply that it renounces them. The partial or only exercise of some of these rights, faculties or legal solutions on behalf of Realturf does not imply the prohibition of the future exercise of other rights, faculties or solutions.

VIII. Divisibility Clause. In case of any of the dispositions of the present warranty, o part of the same, it is considered illegal, invalid or inapplicable by the judicial order of a competent tribunal, the rest of the dispositions or parties will stay valid, will have legal effect and will constitute the binding agreement between the parties respecting the object of the present document.

IX. Assignment. The Purchaser will not be able to transfer or assign in any way the totality or part of the rights indicated here without the previous written consent on behalf of Realturf. The present warranty is established in the benefit of Realturf and the Purchaser or his respective successors or legal assigns, and constitutes a binding document for the parties. Only and exclusively the Purchaser- and not sub-purchasers or third parties- will be able to make complaints and claims with the present warranty.

X. Claim Notification. The claims that are made with the present warranty have to be presented in a written form within thirty (30) days after the date when the supposed defect has been discovered, and accompanied with a proof of the date of installation, a sample of the product, a sample of the infill materials(s) and a minimum of three clear photos in which the problem can be well observed. All the documentation has to be submitted to the following address via certified or registered mail:

Realturf USA, 10215 S Sam Houston Parkway W, Missouri City, TX 77489

Realturf will not assume the costs nor expenses incurred by the Purchaser or third parties respecting the tests, inspections or consulting done by the Purchaser or third parties.

***Realturf reserves the right to interpret the points indicated above.*



Statement of Installer's Warranty Terms and Conditions.

At Wakasa we strive to provide our clients with the best possible experience. With that in mind, we offer a One (1) year limited warranty on installation, in addition to the Fifteen (15) year manufacturer's warranty from the date of synthetic turf installation. The Warranty covers any work performed by **Wakasa LLC** during the installation process including:

- **Glue down Applications:** Area to be prepped for glue down procedure where necessary, Turf to be glued in place with 3M - Scotch Weld 847®. Quartz Sand/Envirofill® infill to be brushed in when applicable.
- **Terra Firma Applications:** Excavation of grass and soil (up to 3 inches' maximum depth). Establishing a sloped and compacted base layer of decomposed granite (up to 3 inches' maximum depth). Weed barrier and turf installation. Turf to be infilled with Quartz sand. Envirofill® is used in pet applications.
- **Coverage Exceptions**
 - Weeds: In rare occurrences, due to some varieties of weeds being airborne, you may find that weeds can sprout up in your turf. This is not due to them growing through the base materials and geo-textile fabric, they are seeding from the top down. Due to this, it is considered out of our control and cannot be warrantied. We recommend spot treating with a weed killer specific to the type of weed you are having an issue with. Picking the weed rather than using a weed killer can contribute to the issue and in many cases cause the weed to spread.
 - Damage from accidents, vandalism, abuse or neglect.
 - Acts of God including earthquakes, floods, fires, hurricanes and other natural disasters.
 - Heat damage from flammable materials, grills, smokers, fire pits, etc.
 - Damage from the use of Chemical application systems and improper cleaning methods.
 - Damages from improper placement of abrasive, sharp, heavy, or any inappropriate materials on the Product.
 - Reflective burns from Low-E window reflections. When applicable, Low-E windows will need to be covered with a solar screen.
 - Failure to properly maintain, protect and/or repair the turf.
- **Coverage Details**
 - This warranty is transferable and is applicable to original term. ○ All aspects of installation must be performed by Wakasa LLC.
 - Purchaser must promptly inspect all installations upon completion.

- **Payments**

- For work to be performed a 50% down payment is required to secure materials and schedule installation.
- We offer a 3% discount on subtotal for pre-paying in full by check.
 - We offer a 2% discount on subtotal for paying 50% down & 50% upon completion by check.
 - Unless previously determined, secondary check payment needs to be received at time of completion. Failure to pay in full will result in late fees.
 - 5% added after 3 days of non-payment.

WE CAN NOT SEE UNDERGROUND

IRRIGATION SYSTEMS

- A properly installed irrigation system per Texas Code SECTION 344.62 is supposed to be installed at a minimum of 6 inches below grade level. That includes both piping and electrical components. During installation we excavate up to 3 inches (during a normal installation). If an improperly installed irrigation system such as one buried too shallow is damaged by our crew it is not covered and will be subject to a repair cost. Repair costs will be determined on a case by case basis.

Underground Utilities — CABLES, FIBER LINES, PLUMBING, GAS LINES, ETC.

- While we try to take every precaution to avoid hitting any underground utilities, we cannot see underground. Therefore, we can not assume responsibility for accidental damage to underground utilities. PLEASE be aware of anything that you think may be of concern and let your project foreman know.

Unforeseen Situations

- **Covered Drains**
- **Underground Tree Stumps**
- **Filled in pools**
- **Underground Concrete (ex: concrete slab under grass or dry set pavers) - Etc.**

All unforeseen situations will be charged at our standard labor rate. (Ex: Concrete removal will be charged a rate of \$10.00 per sq/ft (up to 4" thick). These situations will be handled on a case by case basis. Please keep in mind, unless addressed, we cannot properly install the turf.

- **Rolled Goods & Seams**

- Artificial turf comes in 15 foot wide x 100 foot long rolls. With rolled goods, cutting and seaming is a natural part of the installation process and is required in order to minimise waste. All cuts and seams will be at the discretion of our project foreman. If you would prefer to have no seams and your project dimensions will allow for this, we can offer a seam free installation. In order to have this done, we must charge an additional fee for any waste incurred. This fee can range anywhere from \$1.50-2.00 per sq/ft. (Example: A 45' x 5' installation will have a total of 2 seams) If a client would prefer to not have any seams, the additional 10' x 45' piece will be charged at a per sq/ft rate. The client may then choose to keep the additionally charged for waste.

- **Repairs**
 - All repairs outside of our installer's warranty will be subject to a call out fee of \$150.00 For any repairs or concerns email us at REPAIRS@WAKASATX.COM. Please include a brief description and pictures if possible. This will expedite the process and allow us to have a good solution ready. We will respond as soon as possible.

- **Turf Manufacturer Warranty Work**
 - Repair/Replacement of turf due to a manufacturer warranty claim is non-inclusive of labor costs. Labor rates for turf replacement will be charged at a rate of \$2.50 per sq/ft plus a \$150 call out fee.

We look forward to working with you and truly appreciate your business.

Wakasa LLC - Warranty Terms and Conditions

WAKASA LLC

11807 Westheimer Rd, Ste 550-401
 HOUSTON, TX 77077
 (281) 796-0572
 www.wakasatx.com



INVOICE

BILL TO

Sydney Minor
 2602 Clay St Unit B
 Houston, TX 77003
 281-748-0637

INVOICE # 3391**DATE** 06/15/2020**DUE DATE** 06/27/2020**TERMS** 50% dn / 50% finish**PAYMENT METHOD**

Check

POINT OF CONTACT

Alan

ACTIVITY	QTY	RATE	AMOUNT
NOTE **Limited Access** (22")	1	0.00	0.00
Black Bender Board 3 LF of BLACK Bender Board edging to create border	3	1.50	4.50T
Bender Board Installation Install 3 LF of Bender Board edging to create border	3	3.00	9.00
TURF & INSTALLATION MATERIALS 289 sq/ft of RT Plush Turf	289	3.00	867.00T
Labor Install 289 sq/ft of RT Plush Turf	289	7.75	2,239.75
TURF DESCRIPTION w/ PETS The Turf price includes any necessary excavation of grass, soil and/or gravel. A sloped and compacted decomposed granite base for proper drainage. Geotextile fabric, Turf install & quartz sand infill infused with Durafill. Excavation and replacement of base materials not to exceed a depth of more than 3 inches. All necessary sprinkler heads to be capped underground.	1	0.00	0.00
TURF NOTE The Turf has a 15 year manufacturers warranty and a 1 year installation warranty from Wakasa C & L. (Please see attached documents)	1	0.00	0.00
Sprinkler System Note to Client IF APPLICABLE: PLEASE ENSURE ALL SPRINKLERS ARE TURNED OFF THE DAY BEFORE INSTALLATION. FAILURE TO DO SO WILL RESULT IN BACK-CHARGES FOR DELAYS AND LABOR INCURRED.	1	0.00	0.00
Low-E Advisory It was determined that you have Low-E windows that may be a reflection risk. Please note that the reflection from Low-E glass has the potential to damage turf. This does not mean that you will be affected. However, it is in our best interest to advise you of the risks. We have found the best solution to this is to have Solar Screens installed prior to your install.	1	0.00	0.00
Solar Screen Contact	1	0.00	0.00

A 50% down payment is required to go on schedule.
 Please make checks payable to Wakasa LLC
 We appreciate your business!

ACTIVITY	QTY	RATE	AMOUNT
Great American Solar Screens: 713-471-6784 (Please note, we have sent several clients to Great American, however, we are not affiliated with them. Feel free to use anyone you choose.)			
Discount 3% 3% Discount on subtotal for paying in full by check on \$3120.25	3,120.25	-0.03	-93.61

Low-E Glass Disclaimer: Reflection from low-e glass has the potential to damage synthetic turf. However, the occurrence is in less than 10% of our installations. We can not predict with 100% accuracy when this may occur.

SUBTOTAL	3,026.64
TAX (8.25%)	71.90
TOTAL	3,098.54
PAYMENT	3,098.54
BALANCE DUE	\$0.00

A 50% down payment is required to go on schedule.
Please make checks payable to Wakasa LLC
We appreciate your business!