Limited 10 Year Warranty

Limited Warranty. Subject to the terms, conditions and limitations contained in this waranty, del Lago Artificial Turf (DL) warrants its U stability and tensile strength of the original tensile strength of the materials does not decrease by more than fifty percent.
DL further warrants that its products are manufactured within its manufacturing tolerances and guarantees against defects in workmanship performed by DL for a period of ten years.
Purchaser shall inspect all Materials for defects upon delivery and/or before installation. All materials shall be deemed to be free of defects, shortages and non-conformities, unless Purchaser notifies DL **before installation** of the Materials and within 30 days after the date of delivery. Claims under this warranty may only be made by Purchaser and not by Purchaser's customers or any other third parties. Fading and defects are warranted for ten years.
Remedy: DL obligations under this limited warranty are restricted to repairing or, at its sole option, replacing all or the affected part of any Material covered herein such that such repaired or replaced Material conform to the original specifications of the impacted materials. If a repair is necessary under this warranty, then DL will perform warranty services only during normal working hours. If Purchaser requests that AW perform services outside of normal working hours, Purchaser will be required to pay DL at DL's then applicable rates for such services DL's lability under this limited warranty is limited to the material value of the item to be repaired or replaced. **DL will not be responsible for the removal or disposal of the defective turf or the installation of new turf.**

Limitations on Coverage The remedy of repair or replacement set forth herein shall be the sole remedy. This warranty does not apply to any damage caused during or on account of improper installation or repairs, or to the extent that any defect or damage is caused by:

a: Burns, cuts, accidents, vandalism, abuse, negligence or neglect **and burns/melted fibers from highly reflective windows.**
b: Improper design or failure of the sub-base, or use of sub-base not approved;
c: Use of inappropriate footwear or sports equipment.
d: Use of cleaning chemicals, herbicides, or pesticides.
e: Use of improper cleaning methods.
f: Failure to properly maintain, protect or repair the product.
g: The surface being used for a purpose other than it was designed and installed.

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.

Limitation of Liability IN NO EVENT SHALL AW BE LIABLE, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, FOR 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 EC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR CHARGES FOR REMOVAL OR RE-INSTALLATION.

No Other Warranties. The warranty provided herein is the sole and exclusive warranty and supersedes any and all other warranties, oral or written, of any type related to DL products. Except as provided herein, AW 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 or non-infringement of third party rights, and DL hereby disclaims the same.