

Warranty

1. Guarantee

Feelds guarantees product warranty for 3 or 10 years depending on the product (see specification sheets). For the period of the guarantee, Feelds guarantees that the surface will

- (a) Be free from significant fading
- (b) Not suffer significant or unusual breakdown/deterioration due to UV and climatic degradation. a product whose original tensile strength does not decrease with 50% is judged to have sustained its UV-stability and tensile strength.

2. Guarantee period

- (a) The warranty provided herein is the sole and exclusive warranty with respect to Feelds products and supersedes any and all other warranties, oral or written, of any type relating to Feelds' products.
- (b) Additional products supplied by Feelds are not covered by this warranty and are sold "as is".

3. Conditions

- (a) The validity of the guarantee starts at the expedition date of the artificial grass.
- (b) In any case Feelds obligations will be limited to the value of the Product as invoiced by Feelds to the Purchaser.
- (c) This warranty is only valid in areas of normal landscaping use.
- (d) Prior to any claim being accepted by Feelds the client/installer must notify defects established before, during or after the installation by phone, fax or email and confirm by registered mail accompanied by the corresponding purchase invoice. In case of defects during installation the installation must be interrupted until further instructions from Feelds are received. Feelds commits itself to define its position with regard to the possibility of continuing the installation within 2 working days.
- (e) Prior to any claim being accepted by Feelds the client/customer must allow Feelds or its agent free access to inspect, uplift and test the surface.
- (f) The Purchaser loses the right to invoke the present warranty obligation, to rely on a lack of conformity and/or to claim any remedy or damages whatsoever if he does not give notice to Feelds within a period of 10 working days after the date on which the defect became known to the Purchaser.
- (g) Ultraviolet exposure should not exceed 110 Langley (kLys) per year. Refer to <http://www.meteor.co.il/download/radiation%20map.pdf>.
- (h) All tests and conditions to be conducted according to the relevant European standards.

4. Limitation of liability

- (a) The indemnity granted by Feelds only consists of a replacement of the defective areas of artificial grass. Feelds 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 the removal, disposal or installation.
- (b) In no event shall Feelds be liable, whether in contract or in tort (including, but not limited to negligence) 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 product.

5. Exclusions

- (a) This warranty is only valid if the use and installation of the product is done adequately.
- (b) This guarantee is only valid if the Product concerned has been maintained and used according to the instructions and maintenance manual delivered by Feelds.
- (c) This warranty does NOT apply in the event:
 - 1. That the practiced use is not in line with the installed type of artificial grass.
 - 2. Of damages resulting from a wrongly laid sub-base or a mistake in the installation of the grass.
 - 3. Of mechanical damages, burns, cuts, accidents, negligence, neglect, vandalism, fire, chemical reactions, floods or any other natural disaster.
 - 4. Of initiatives or measures taken by any distributor or installer, even acknowledged by Feelds if these are not in line with the specification sheets or recommendations by Feelds and not approved of in writing by Feelds.
- (d) This warranty does NOT apply to the extent that any defect or damage is caused by:
 - 1. Drainage defects or deficiencies of the sub-base
 - 2. Wear or abrasion caused by an inadequate sub-base
 - 3. Application of inappropriate cleaning methods
 - 4. Use of cleaning chemicals, pesticides, or herbicides
 - 5. Force majeure or other conditions beyond the reasonable control of Feelds
 - 6. Failure to properly maintain, protect or repair the Product.

6. Notification

- (a) Claims under this warranty must be tendered in writing within 10 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 Feelds bvba, Tulpenstraat 8b, 9810 Eke-Nazareth, Belgium.
- (b) Feelds shall not be held to 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.

7. Assignment

(a) Without prior written consent from Feelds, 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 Feelds and the Purchaser and their respective successors and authorized assigns. Claims under this warranty may only be made by the Purchaser and not by Purchaser's sub-buyers or any other third parties.