

FIVE YEAR LIMITED WARRANTY FOR INDOOR/OUTDOOR PERFORMANCE TURF

The following is the Five Year Limited Warranty issued by Shaw Industries, Inc. (“Shaw”) for our Indoor/Outdoor commercial performance turf product, Free Time, made with poly-ethylene fiber and coated with a polyurethane unitary backing system, (NOTE: Unitary with drainage holes is recommended for Pet and Landscape applications) Free Time is also available with a polyurethane cushion backing system for other applications.

This warranty begins when the turf is purchased. **The turf must be installed in accordance with Shaw Industries installation guidelines and specifications.** The turf must be maintained in accordance with Shaw Industries maintenance (turf care) recommendations and such maintenance continues throughout the duration of the original installation.

The Five Year Warranty is further limited to the period of time the turf is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw invoice or authorized Shaw dealer invoice. Damage resulting from the failure to follow these instructions will not be covered under this warranty.

Installation guidelines and specifications along with turf care recommendations can be obtained from your dealer or from Philadelphia Commercial at 1-800-441-7429.

WHAT THE FIVE YEAR LIMITED WARRANTY COVERS:

FIBER - FIBER DEGRADATION -

Philadelphia Commercial warrants that this Indoor/Outdoor turf, when installed and maintained as recommended by Shaw Industries for proper indoor/outdoor use, will not display ultraviolet (UV) degradation, resulting in fiber deterioration or loss.

(Failure is defined as the loss of 25 % of the tufted products based on the original weight of the products at the time of manufacturing per test method ASTM D 5848).

Actual degradation will cause a deterioration of the yarn and loss of pile as a result. Failure does not include a decrease in pile height of the face yarn from the original pile height as a result of surface compression due to normal wear.

BACKING - TUFT BIND -

Philadelphia Commercial warrants that our Indoor/Outdoor turf, when installed and maintained as recommended by Shaw Industries, under normal use, will meet industry standards for tuft bind.

BACKING - INTEGRITY/DELAMINATION -

Philadelphia Commercial warrants that our Indoor/Outdoor turf, when installed and maintained as recommended by Shaw Industries, under normal use, will not delaminate from the face of the turf. Note: The construction, fiber and backing system used in these products are designed and engineered for use when installed in general indoor/outdoor Pet and or Landscape applications.

WHAT YOU SHOULD DO IF ANY OF THE ABOVE PROBLEMS OCCUR AND YOU NEED WARRANTY SERVICE:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your Philadelphia Commercial representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

To: www.shawonline.com or Shaw Industries - Financial Services, P.O. Box 40, Dalton, GA 30722. Shaw Industries will designate a representative to inspect the Turf and evaluate the warranty claim.

WHAT SHAW INDUSTRIES WILL DO SHOULD YOU NEED WARRANTY SERVICE:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected turf or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, and the like, that were installed over the Shaw commercial product will be at the consumer's expense.

WHAT CONDITIONS APPLY TO SHAW INDUSTRIES FIVE YEAR LIMITED WARRANTY:

1. This warranty specifically excludes improper maintenance, general soiling, and discoloration, appearance change due to flattening of pile or pattern due to pile distortion. Staining or fading from exposure to substances or contaminants which degrade or destroy the face fiber or the color of the carpet. Turf which has been surface treated with materials not recommended by Shaw Industries. Turf that has been subjected to cleaning agents or maintenance methods not recommended or approved by Shaw Industries.

2. This warranty specifically excludes improper use or abuse of Turf installed on stairs/landings or in areas subject to abnormal use. Turf exposed to abusive wear from abrasion or from pivot points when using inappropriate foot wears i.e. ski boots, metal cleats, hard plastic cleats and metal golf spikes. Turf installed in inappropriate applications i.e. under playgrounds equipment such as swings, slide landing areas. Turf installed where floods and/or flooding conditions exist. Turf installed in contact sports field i.e. football, soccer, Lacrosse, etc.
3. This warranty specifically excludes improper installation and repair of the Turf products.

Please note - The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.