

Artificial grass Depots General Terms and Conditions -

Part 1. Order acceptance:

No order shall be accepted without a Sales Order issued by the company, or sales transaction printed receipt, in writing, with clearly identified (BUYER), and with payment at time of order unless otherwise agreed to in writing

No order shall be deemed accepted unless, and until paid, and acknowledged in writing by the Company back to the Buyer, in the form of a Sales Order or printed receipt for payment received.

All Orders must be paid in full before Turf Cuts will be processed by our warehouse.

Payment for all orders: Payment is typically Cash, Business Checks only, Direct Bank deposit to our Deposit account, or by Credit or Debit .

RETURNS POLICY:

Products are returnable with a 30% restocking fee if the following applies:

- a. They are standard products, unused, undamaged, and un-opened.
- b. Items are returned within 10 days of receipt by of the products by the Buyer
- c. Delivered back to Company at "Buyers" expense, fully prepaid by the Buyer **with advance Return Authorization only. (RMA) and** , an **RMA** (Return Materials Authorization number has first been provided by the company.

TURF Product returns and Refunds policy: Turf is NOT refundable if:

- a. Shipped (or In-route) to Job address the company or its affiliates
- b. If order represents a "custom order"
- c. Full roll is a delivered roll.
- d. Product has been cut for delivery by the warehouse.
- e. Freight costs and delivery charges are not refundable.

WARRANTY, Product inclusions, EXCLUSIONS and Limitations: "Acts of God and Nature", weeds, reflective sunlight damage, Odors resulting from "pet"

activity, others such as such as storms and or water erosion due to storms, lightning strikes etc. **** Synthetic Grass product: Ultra and Destiny series is 20 years.**

WARRANTY:

Synthetic grass and related material Installation: Installation work performed is separate from product warranty. When installed by the Company the installation warranty shall begin as measured from date of notice of completion or Final payment received, whichever is sooner. Warranty does not include any substrates existing prior to installation nor any occurrences or materials greater than 5 inches in depth or to the depth installed, whichever is less. Work performed during the warranty period or after the warranty period, does not "extend" the warranty period from its original start date, measured from final payment received.

Buyer agrees, understands, and does not contest, Company is a California C-Corp and a Privately held Corporation and that Employees, Officers, and independent Affiliates are not responsible as individuals for warranty elements. This warranty specifically excludes any portion of work performed by others if such is a necessary component of and artificial grass installation (examples include excavation, sub-base preparation, backfill, etc. that may have been performed by the Owner or by other contractors (hired by the Owner.)

Company commits to handling all warranty claims promptly and professionally conditional upon the purchaser's account being in good standing at the time of the claim.

All warranty claims by the purchaser made under the terms of this warranty ***must be made in writing*** prior to the expiration of the warranty.

Replacement of a product or component does not renew the warranty period or otherwise affect the original warranty or original warranty period. At the Sellers election and sole determination, repair, replacement, or a financial credit may be issued by the Seller as complete remedy of any warranty claim.

In no event shall warranty claim settlement exceed the equivalent per square foot price for the affected areas of the claim, as calculated from the original contact costs to the Buyer.

Part II.

Certain Terms: Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Unless the context of this agreement otherwise clearly requires, references to the plural include the singular and the singular the plural, and vice versa.

Company is a Materials producer and distributor, and unless contracted through the company for installations services, Company and Buyer agree the Company is not responsible for installation in part or in whole. When Buyer purchases materials only, Company is not liable or responsible for work of installers selected or contracted by the Buyer.

GOVERNING LAW AND VENUE: irrevocably agreed, this agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles. The parties hereby irrevocably , Stipulate and consent to the jurisdiction of the state and federal courts located in Calaveras County, State of California, in any action arising out of or relating to this agreement and waive any other venue to which either party may be entitled by domicile or otherwise.

Severability: If any provision of this agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this agreement unenforceable or invalid and in such event, such provision shall be changed and interpreted to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law.

Execution in Counterparts: This agreement may be signed in multiple copies or counterparts. Counterpart copies will constitute one single agreement with respect to the subject matter of this MOU. Once completely executed, any reproduction of this agreement made by reliable means shall be considered an original.

I have read ,understand and accept the above Terms and Conditions of Sales:

X _____ Dated: _____
Buyer

