

GENERAL CONDITIONS OF THE WARRANTY

Preview. These General conditions will apply to those products that have been purchased from January 1,2022.

Limited Warranty. Realturf guarantees to any individual, including legal representatives who purchases its products (hereinafter “the Buyer”) that, under normal conditions, Realturf products will meet the appropriate levels of UV stability and traction during the applicable warranty period described in the attached document. For purposes of this warranty, a product which original tension strength is not reduced by more than 50% is considered to have to have maintained it UV stability and tension strength.

The warranty period will be different depending on the product and its geographical location, from two (2) to ten (10) years, for repairing and/or replace the product, depending on factors such as technical characteristics, usage, maintenance, and geographical location or solar exposure of the region where the artificial grass is installed.

The applicable warranty period starts counting from the date the installation of the product is fully completed, or after confirmation of receipt of the product by the customer upon signing the merchandise receipt documents. The warranty covers the product, and not the installation, neither field work nor personnel expenses. Realturf is not responsible for third party installations.

I Commitment. This warrantee is only limited to repair or replacement tasks (after studying the specific case and at the discretion of Realturf), these being the only alternatives available. No money refunds will be made. In case of replacement, Realturf will supply the product to the place indicated by the other party, who will bear the cost of shipping (if it is an international shipment involved, it will be made Ex works) and will be responsible for the purchase price of the replacement product during the two (2) first years from the beginning of the warranty, although after the first two (2) years from the purchase date, it will be the Buyer who must prove any possible defects to the product to activate the warranty. After two (2) years, in case of replacement, Realturf will supply the replacement product under the exposed conditions and will be responsible for the purchase price of the replacement product multiplied by a fraction which numerator would be the total number of months remaining until the end of the warranty period, being the denominator the total number of months past from initial purchase. The buyer must pay the part of the purchase price that is not assumed by Realturf. In no case is Realturf obligated to remove or dispose any of the defective grass, neither to install the new one, neither to pay the costs derived from the installation tasks.

Only in the case the product has a 10-year warranty, the following table will be applied. For the remaining warranty periods the previous formula must be used.

- Year 1 - 100% of the cost of the repair or replacement.
- Year 2 – 100% of the cost of the repair or replacement
- Year 3 – 80% of the cost of the repair or replacement
- Year 4 – 70% of the cost of the repair or replacement
- Year 5 - 60% of the cost of the repair or replacement
- Year 6 – 50% of the cost of the repair or replacement
- Year 7 – 40% of the cost of the repair or replacement
- Year 8 – 30% of the cost of the repair or replacement
- Year 9 – 20% of the cost of the repair or replacement
- Year 10 – 10% of the cost of the repair or replacement

The buyer must pay the part of the purchase price that has not been assumed by Realturf. In no case is Realturf obligated to remove or dispose of the defective grass, to install the new one, or to pay the costs derived from the from the installation tasks.

II Concepts not covered by the warranty. This warranty will not apply (I) to those products that do not follow with the normal usage established for them, and are used for purposes other than their sports or gardening activities, (II) in cases in which they have been damaged during improper usage, handling, storage, transportation, install or repair, unless Realturf or any of its authorized agents have caused the damage, nor (III) when defects occur or damage is caused, and attributable to the Buyer and due to:

- (1) Burns, cuts, accidents, vandalism, abuse, neglect.
- (2) Inadequate or defective design of the sub-base of the sports fields.
- (3) Drainage defects or deficiencies in the sub-base and/or the surrounding area.
- (4) Wear and tear or abrasion caused by an inadequate sub-base
- (5) Reflections on the product from mirrors and/or glass.
- (6) Use of incorrect levels of filler products or incorrect types of filler products (according to independent laboratories, such as IBV or LABOSPORT, or other accredited by Realturf indicated in the product data sheet.
- (7) Failure to maintain fillers at the correct level (according to independent laboratories, such as IBV or LABOSPORT, or others accredited by Realturf) as indicated in the product data sheet.
- (8) Any chemical reaction harmful to the product cause by wrong filler materials.
- (9) The use of inappropriate sports equipment or footwear.
- (10) The use of the playing surface for any other purpose other than those for which it was designed and installed.
- (11) The application of inadequate cleaning methods.
- (12) The use of chemical or cleaning products, herbicides, or pesticides.
- (13) The range of solar exposure is greater than 200W/m2.
- (14) Extreme conditions or other conditions beyond the control of Realturf.

- (15) A post-fibration phenomenon during or after the installation for purposes other than those of placing the fill materials or,
- (16) Failure to properly maintain, protect or repair the Products in accordance with the maintenance instructions provided to the Buyer.
- (17) Defect derived from the storage of the product, regardless of whether they occur in the realturf or buyer's warehouse., for a period greater than three (3) months once it has been purchases.
- (18) Any defect that occurs by storing the product in inappropriate storage conditions, contrary to the indications given by Realturf advisers or those indicated in the product's technical data sheet.

Any artificial grass product developed for the practice of paddle/tennis by Realturf, are manufactured to have the minimum amount of sand necessary, which provides a specific technical function. Since paddle/tennis courts are surrounded by glass, and these may have characteristics that differ in terms of their technical properties and orientation, when the court is installed outdoors, it may result that the refraction of the solar radiation modifies the properties of the product. Therefore, any negative effects to the artificial grass caused by this solar circumstance, considered unrelated to the manufacture of the product, is excluded from the warranty.

All products will suffer the usual wear and tear cause by a normal usage. In addition to the factors mentioned above, the wear and tear of the products will depend, amongst other things, on the intensity in which the material is used.

Thirty (30) hours per week is a normal intensity of usage if each user corresponds to at least 125 square meters of land. Realturf's warranty does not cover wear and tear caused by normal use. Realturf will not be responsible for any warranty that the Buyer has issued or made in favor of a third party, including amongst others, the guarantees related to the useful life span of the products. The Buyer shall carefully read the most up-to-date versions of the documents and information materials on realturf products and shall company with the maintenance and performance optimization recommendations. Otherwise, it may be a cause for exclusion of the warranty.

III Limitation of Liability. Realturf's total liability related to any defective products shall not exceed, under no circumstances, the purchase price thereof. Realturf will not be in any case responsible, either in a written contract, or in accordance a responsibility arrangement agreement, due to illegal acts outside of the contract (including, amongst other, any negligent action), neither under any other legal circumstances (including, amongst others, strict liability and/or under the equitable theory) the loss of revenue or profit, loss of usage or similar economic loss, or indirect, special damages, and incidental, consequential, punitive, or similar damages arising out of use, condition, possession, performance, maintenance, non-delivery or delay in the delivery of the products provided that they are not attributable to Realturf.

IV Unique guarantee. The guarantee indicated above is the only valid guarantee that exists with respect to Realturf products and substitutes any other guarantee, oral or written, of any kind, that could affect the already mentioned products. The solutions for defects through repair and/or replacements proposed in section 2 of this document are the only obligations that Realturf acquires with respect to these products, and the only solutions that the Buyer may have in accordance with this warrantee, unless otherwise stipulated in this document. Realturf makes no other warranties regarding its products, either implied or non-implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party rights.

V Activation of the warrantee. If a warranty application occurs in accordance with the conditions contained herein, the Buyer must activate it in accordance with the provisions of the following points:

- a. The Buyer must notify Realturf no later than the following ten (10) days from the day in which he became aware of the damage, identifying the damage or defects suffered by the product, and support it with I) original of the warrantee, II) purchase invoice, III) copy of the delivery note, and IV) Certificate from the company in charge of maintenance describing the work carried out.
- b. In case of discrepancies between the parties, they by mutual agreement will designate an expert with experience in the artificial turf sector and assessment of pathologies and damages derived from them, to make a report to determine the cause of the pathology, as well as the non-existence of any causes of exclusion contemplated in this warrantee, for which this document must be provided together with the technical data sheets and other documentation that Realturf has sent. The cost of the valuation will be paid initially by Realturf, who will hire the expert. If the non-existence of a warrantee application assumption is finally determined, the total cost will be assumed by the other party.
- c. The mentioned report must be commissioned within ten (10) days and delivered by the person in whom became aware of the damage and must be made within thirty (30) days of commissioning. In case of disagreement about the appointment of an Expert, the College of Technicians with competences of the place where the product is located will be consulted so that an expert can be designated randomly. Realturf may also submit to the expert of the mentioned company in charge of checking the issue of any other circumstance that it may consider relevant to determine the application or not of the warrantee.

- d. Realturf, in review of the Report, which will not be binding on any of the parties, will have seven (7) days to communicate whether it accepts the Buyer's claim. In case of accept it, you must notify the repair or replacement actions in application of the warrantee within the same period.

In compliance with the points and deadlines set above will be a sine qua non condition for the activation of this warrantee.

VI Modifications. This warranty and Realturf's standard terms and conditions of sale constitute the entire and final agreement of the parties regarding the quality and performance of the Products and shall be considered the only valid warranty with respect to the Products. No distributor, commercial or similar position is authorized to issue warrantees that are not covered by the provisions of this document, nor to extend the warrantee periods stipulated herein, not to change, vary, amend, or extend the provisions of this warrantee. Any change, modification or extension of this guarantee must be made in writing and the resulting document must be signed by an authorized representative of Realturf.

VII Resignation clause. The fact that Realturf does not apply any of the rights or powers stipulated in this document or does not adopt the legal solutions indicated therein, or that it delays in its exercise or adoption, does not imply that it waives them. The partial or sole application of any of the rights, powers, or legal solutions by Realturf does not imply the prohibition of future application of other rights, powers or solutions.

VIII Severability clause. If any provision of this warranty, or part thereof, is found to be illegal, invalid, or unenforceable by court order of a court of a competent jurisdiction, the remainder of the provision or part shall remain valid, take legal effect, and will constitute the binding agreement between the parties with respect to the purpose of this document.

IX Assignment. Buyer may not transfer, convey, or otherwise assign all or any part of the rights herein without the prior written consent of Realturf. This warrantee is established for the benefit of Realturf and the Buyer or their respective legal successors and assignees and constitutes a binding document for the parties. Only and exclusively the buyer and not third parties may make claims in accordance with this warranty.

X Applicable Legislation and Jurisdiction. The conditions and sections contemplated in this warranty will be governed and interpreted in accordance with the Spanish law and legislation.

The parties expressly waive any other jurisdiction that may correspond to them by law, expressly submitting to the jurisdiction of the Courts and Tribunals of the City of Elche (Alicante) the resolution of any controversy or claim that may arise with respect to the interpretation or execution of the warranty.

XI Notification of claims. Claims made under this warranty must be submitted in writing within two (2) months from the date on which the alleged defect was discovered, and shall be accompanied by the invoice of sale to the end customer, or proof of the date of installation with all possible data on the installer. The address to which all documentation must be sent is indicated below:

Realturf Systems SL, Av. Antigua Peseta 131, 03114 Alicante (Spain), calidad@realturf.com

Realturf will not have to assume the costs or expenses incurred by the Buyer or third parties with respect to the tests, inspections or consultations carried out by Buyer or third parties. Realturf will, in turn, have the power to send a professional to review the damage on site.

** Realturf reserves the right to explain and modify the points indicated above.