ONE-DNA™
WARRANTY TERMS & CONDITIONS

INTRODUCTION
These warranty terms apply to artificial grass products sold and delivered by Limegreen®, provided that the product datasheet or product specifications applicable to the relevant product state that a warranty is provided.

The applicable product datasheet or product specifications state which warranty, if any, applies to the relevant product, including the applicable warranty period. The terms, conditions, limitations and exclusions of that warranty are set out in this warranty document.

This warranty constitutes a limited product warranty only. This limited warranty is intended to provide limited product protection in relation to the UV stability, fibre integrity and material integrity of the ONE-DNA™ artificial grass product supplied by Limegreen, within the applicable product specifications and subject to the terms, conditions, limitations and exclusions set out in this warranty document. It does not constitute, and shall not be interpreted as, a general product warranty, performance warranty, system warranty, installation warranty, project warranty or warranty regarding the suitability of the artificial grass for any specific project, location, use, performance outcome or intended result.

The general terms and conditions of Limegreen apply to this warranty document. In the event of any conflict between this warranty document and the general terms and conditions of Limegreen, the provisions of the general terms and conditions shall prevail.

In the event of any conflict between the applicable product datasheet or product specifications and this warranty document, the product datasheet or product specifications shall prevail only with respect to the type of warranty granted and the applicable warranty period. In all other respects, this warranty document shall apply.

For the purposes of this warranty document, the “Counterparty” means Limegreen’s contracting party to whom the artificial grass has been sold and/or delivered.

SCOPE OF WARRANTY
If the purchase agreement relates to the sale and/or delivery of artificial grass, Limegreen shall only provide a warranty on the artificial grass supplied by it insofar as, and for the duration specifically stated in, the product datasheet(s) and product specifications of Limegreen applicable to the relevant product.

Unless expressly stated otherwise in the applicable product datasheet(s) and/or product specifications, this limited warranty applies solely to defects in the artificial grass supplied by Limegreen that relate to:
a. UV stability;
b. fibre integrity; and
c. material integrity,

in each case only to the extent that the artificial grass does not comply with the applicable product datasheet(s) and/or product specifications.

For the avoidance of doubt, this limited warranty applies only to the artificial grass product actually sold and supplied by Limegreen. The warranty does not apply to, and Limegreen gives no warranty in respect of, the installed system as a whole, the field as a whole, the installation result, the sub-base, foundation, drainage system, shock pad, adhesive, tape, infill, seams, maintenance works, use conditions, external circumstances or any component, material or service not supplied by Limegreen.
This limited warranty shall not be interpreted as a warranty in respect of:
a. general field performance;
b. sports performance;
c. installation outcomes or installation quality;
d. the condition, suitability or performance of the sub-base, foundation, drainage system or other underlying structure;
e. aesthetic characteristics, including colour variations, appearance, gloss, fading or visual uniformity, unless and only to the extent expressly covered by the applicable product specifications;
f. seam behaviour, seam strength or seam appearance;
g. infill behaviour, infill migration, infill compaction or the performance of any infill material;
h. the performance, suitability or durability of any shock pad, adhesive, tape, drainage layer or other system component not supplied by Limegreen;
i. the overall performance or durability of the installed system as a whole; or
j. any environmental, sustainability, circularity or other “green” performance claim, unless expressly and specifically included in the applicable product datasheet(s) and/or product specifications as part of the warranty scope.

The warranty shall apply only if and insofar as the artificial grass has been applied, installed, used and maintained in accordance with the applicable product datasheet(s), product specifications, installation instructions and maintenance instructions of Limegreen. Failing this, any entitlement to warranty shall lapse.

The warranty period shall commence on the date on which the artificial grass is installed. The Counterparty is obliged to properly document the installation date and to provide evidence thereof at Limegreen’s first request. If the Counterparty fails to provide sufficient evidence of the installation date, such sufficiency to be reasonably assessed by Limegreen, Limegreen shall be entitled to reject a warranty claim.
If no warranty period is stated in the applicable product datasheet(s) and/or product specifications, no rights and no independent warranty period may be derived from this warranty document.

RIGHTS UNDER THIS WARRANTY
If, within the scope of the warranty, the artificial grass shows a defect that is covered by this warranty, Limegreen shall, entirely at its sole discretion, remedy the defect or supply a replacement quantity of square metres of artificial grass to replace the number of square metres of artificial grass which Limegreen has determined do not comply with the warranty.

The remedies described in this clause are the sole and exclusive remedies available under this limited warranty.

Limegreen shall only be obliged to remedy or replace the artificial grass if all conditions set out in this warranty document, the general terms and conditions of Limegreen and the product datasheet(s), product specifications, installation instructions and maintenance instructions applicable to the relevant product have been met.

In the event of replacement, Limegreen may require the Counterparty to pay a contribution. This contribution relates to the period during which the artificial grass has already been used and the benefit the Counterparty has had from the artificial grass during that period.

Limegreen shall determine the amount of any contribution on a case-by-case basis. In doing so, Limegreen may take into account, among other things, the purchase price paid at the time, the applicable warranty period, the installation date, the elapsed period of use, the

nature and extent of the defect, the condition of the artificial grass, the intensity of use, the level of maintenance and any other circumstances of the case.

Limegreen shall notify the Counterparty in writing in advance of any contribution payable. Replacement of the artificial grass shall take place only after the Counterparty has agreed in writing to the contribution determined by Limegreen and the other conditions for replacement.

If no agreement is reached on the contribution or the other conditions for replacement, Limegreen shall not be obliged to supply replacement artificial grass. In that case, Limegreen retains the right, entirely at its sole discretion, to handle the warranty claim in another manner, including by remedying the defect, or to reject the claim if the applicable warranty conditions have not been met.

Unless otherwise agreed in writing, in the event of the supply of replacement artificial grass, the warranty shall not include the costs of removing, disposing of or processing the defective artificial grass, nor the costs of preparing the sub-base, reinstallation, labour, transport, inspections, investigations or any other additional costs.

Any remedy or replacement under this limited warranty shall not extend, renew or restart the original warranty period, unless expressly agreed otherwise in writing by Limegreen.

WHEN DOES THE WARRANTY NOT APPLY?
The warranty shall not apply if the artificial grass is used for purposes other than those for which it was designed and installed. This includes, among other things, use for activities for which the artificial grass is not intended, such as javelin throwing, discus throwing, roller skating or other improper use.

The warranty shall likewise not apply if third parties have carried out repairs, modifications or work on the artificial grass without the prior written consent of Limegreen.

In addition, the warranty shall not apply if the prescribed or recommended specialist maintenance has not been carried out annually, or if the Counterparty cannot demonstrate that such maintenance has been carried out on time and in the correct manner. The warranty shall also not apply if the alleged defect, damage, deviation, depreciation or reduced performance is caused by or related to installation, the sub-base, the foundation, drainage, infill, seams, use, maintenance, external factors, or any product, component, material or service not supplied by Limegreen.

EXCLUSIONS
The warranty shall not apply to damage, defects, deviations or depreciation that are wholly or partly the result of:

a. incorrect installation of the field, the artificial grass or the sub-base;
b. fire, tears, accidents, vandalism, improper use, carelessness or neglect;
c. the use of infill sand other than as prescribed;
d. the use of adhesive other than as prescribed;
e. failure to maintain the infill sand at the correct level, if applicable;
f. use for purposes other than those for which the artificial grass is intended;
g. failure to maintain, protect or repair the artificial grass in the correct manner;
h. the use of aggressive chemical substances;
i. the use of aggressive or incorrect cleaning agents or cleaning methods;
j. static electricity;
k. storage other than indoors, dry and in an area with temperatures between 12 °C and 35 °C;
l. exposure, whether direct or indirect through reflection, to a temperature exceeding 75 °C;
m. discolouration of polyamide fibres caused by chloride;
n. the placement or attachment of objects on or to the artificial grass;
o. force majeure and other circumstances over which Limegreen or its suppliers cannot reasonably exercise control.
p. infill materials, sub-bases, foundations, drainage systems, shock pads or other underlying, supporting or system components not supplied by Limegreen, including their behaviour, suitability, condition or performance;
q. general field, sports or system performance, including playability, ball behaviour, shock absorption, traction, sliding characteristics and similar performance characteristics;
r. aesthetic characteristics and environmental, sustainability, circularity, recyclability or other “green” performance claims, unless expressly covered by the applicable product specifications and this limited warranty;
s. unauthorised repairs, alterations, additions or modifications; and
t. contamination, pollution, chemical exposure, external influences, force majeure or other circumstances beyond the reasonable control of Limegreen or its suppliers.

Normal wear and tear shall not constitute a defect within the meaning of this warranty. The degree of wear and tear depends, among other things, on the intensity and manner of use, the sub-base, maintenance and the conditions under which the artificial grass is used.

Normal ageing, traces of use, minor aesthetic changes, colour variation, colour fading, changes in appearance, gloss, texture or visual uniformity, and regular material degradation shall not constitute a defect within the meaning of this limited warranty, provided that the artificial grass remains within the applicable product datasheet(s) and/or product specifications.

Any aesthetic characteristic shall only be covered by this limited warranty if, and only to the extent that, such characteristic is expressly included in the applicable product datasheet(s) and/or product specifications as part of the warranty scope.

Minor deviations that do not materially affect the UV stability, fibre integrity or material integrity of the artificial grass within the applicable product specifications shall not constitute a defect within the meaning of this limited warranty.

SHRINKAGE AND EXPANSION
Artificial grass may shrink, expand or otherwise show dimensional movement under the influence of, among other things, heat, cold, UV radiation, temperature fluctuations, climate conditions, installation method, perimeter fixation, infill or stabilisation, use, maintenance and the sub-base or other underlying structure. Such dimensional movement is, to a certain extent, inherent to artificial grass and shall not in itself constitute a defect.

This warranty does not cover shrinkage, expansion or other dimensional movement that is caused by or related to incorrect or insufficient installation, inadequate perimeter fixation, insufficient infill or stabilisation, unsuitable or unstable sub-base conditions, temperature or climate conditions, use, maintenance, external influences or any component, material or service not supplied by Limegreen.

Shrinkage, expansion or other dimensional movement shall only constitute a defect covered by this limited warranty if Limegreen determines that there is abnormal or excessive dimensional instability of the artificial grass itself, and only if the Counterparty demonstrates that the artificial grass has been installed, fixed, stabilised, used and maintained fully in accordance with the applicable product datasheet(s), product specifications, installation instructions and maintenance instructions of Limegreen.

Any reference in product information, technical documentation or other materials to indicative dimensional tolerances shall not be interpreted as an automatic warranty threshold, performance guarantee or acceptance criterion, unless expressly and specifically stated as such in the applicable product datasheet(s) and/or product specifications.

CIRCULARITY, RECYCLABILITY AND TAKE-BACK

Any statements regarding circularity, recyclability, recycling, reuse, take-back possibilities or other environmental or sustainability-related characteristics of the artificial grass are indicative only and do not constitute a guaranteed outcome, warranty obligation or obligation of result, unless expressly and specifically agreed otherwise in writing by Limegreen.

The actual possibility of recycling, reuse, take-back or other circular processing depends on various factors outside the control of Limegreen, including but not limited to decisions of the owner or end user, local infrastructure, local laws and regulations, available processing facilities, technical and economic feasibility, the condition of the artificial grass at the relevant time, contamination, pollution, infill residues, adhesive residues, foreign materials and applicable collection, sorting and processing requirements.

Limegreen shall not be obliged to take back, recycle, reuse or otherwise process artificial grass after use, unless such obligation has been expressly and specifically agreed in writing between Limegreen and the Counterparty.

REPLACEMENT OUTSIDE THE WARRANTY
If a defect in the artificial grass is not covered by the warranty, Limegreen may nevertheless decide to replace the defective artificial grass in whole or in part. Such a decision is voluntary and does not imply any acknowledgement by Limegreen that there is a defect covered by the warranty.

In that case, Limegreen shall not be responsible for the removal or disposal of the defective artificial grass or for the costs thereof. In addition, the transport costs of the replacement artificial grass shall be borne by the Counterparty, unless otherwise agreed in writing.

NOTIFICATION OF A WARRANTY CLAIM
A claim under this warranty must be submitted to Limegreen in writing within 5 working days after the alleged defect has been discovered or could reasonably have been discovered.
The notification must include at least the following information and documents:

a. the name and contact details of the buyer or Counterparty;
b. the invoice, order confirmation or other proof of purchase;
c. the date of delivery and, if applicable, the date of installation;
d. the name of the party that installed the artificial grass;
e. the location where the artificial grass was installed;
f. the type of artificial grass, roll number, batch number or other available product identification;
g. a clear description of the alleged defect;
h. at least three clear photographs showing the alleged defect;
i. maintenance records, including proof of annual specialist maintenance;
j. if applicable, details of the infill sand, adhesive, cleaning agents and repairs carried out.

Limegreen may require samples of the artificial grass, the fibres, the infill material or other relevant materials to be provided for investigation.

Costs incurred by the buyer, the Counterparty or third parties for investigations, inspections, advice, tests or reports shall be eligible for reimbursement only if Limegreen has given its prior written consent.

INSPECTION UPON DELIVERY
The Counterparty must inspect the artificial grass immediately after delivery for visible defects, damage, deviations or shortcomings.
Visible defects, damage, deviations or shortcomings that could have been identified during a normal inspection after delivery must be reported to Limegreen in writing within 5 working days after delivery and receipt.

If such notification is not made in time, the artificial grass shall be deemed to have been free from visible defects, damage, deviations or shortcomings at the time of delivery, insofar as permitted by law.
The installation, cutting or processing of the artificial grass by or on behalf of the Counterparty shall be deemed acceptance of the artificial grass in respect of visible defects, damage, deviations or shortcomings that could reasonably have been identified before such installation, cutting or processing.

LIMITATION OF LIABILITY
Any liability of Limegreen in connection with this warranty document, the artificial grass, the purchase agreement, the delivery, the use, the maintenance, the remedying of defects or the replacement of the artificial grass shall be governed by the liability provisions set out in the applicable general terms and conditions of Limegreen.

This warranty document does not extend the liability of Limegreen as set out in the general terms and conditions. The rights to remedy or replacement described in this warranty document apply only within the limits and subject to the conditions of this warranty document and the applicable general terms and conditions.

NO OTHER WARRANTIES
This warranty is the only warranty provided by Limegreen in respect of the artificial grass, unless expressly confirmed otherwise in writing by Limegreen.

Dealers, resellers, installers, representatives or other third parties are not authorised to provide additional warranties on behalf of Limegreen, to extend the warranty period or to deviate from this warranty document, unless Limegreen has confirmed this in writing in advance.

Limegreen shall not be responsible for warranties, commitments or statements made by dealers, resellers, installers or other third parties to end users or other parties.

TRANSFER
The rights under this warranty may not be transferred by the buyer or Counterparty to a third party without the prior written consent of Limegreen.

Any transfer without the prior written consent of Limegreen shall not be valid vis-à-vis Limegreen.
This warranty applies only to the buyer or Counterparty to whom Limegreen has supplied the artificial grass, as well as to its legal successors or third parties to whom the warranty rights have been transferred with the prior written consent of Limegreen.

APPLICABLE LAW
This warranty and all rights and obligations arising from it shall be governed by Dutch law.

The applicability of the United Nations Convention on Contracts for the International Sale of Goods, insofar as applicable, is excluded.

All disputes with the Counterparty shall, to the exclusion of all other arbitral, advisory and/or judicial bodies, be settled by the competent civil court of the place of business of Limegreen, being the Gelderland District Court, Zutphen location.

CONTACT REGARDING WARRANTY
Questions about this warranty or notifications of possible warranty claims may be submitted in writing to:

Limegreen Holding B.V.
Koningslinde 7
7131MP Lichtenvoorde
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