

## GENERAL CONDITIONS OF THE WARRANTY

**Previous.** - These general conditions will apply to those products that have been purchased after January 1, 2022.

**I. Limited Warranty.** Realturf warrants to the person, firm or entity purchasing its products (hereinafter referred to as “the Purchaser”), that under normal conditions, Realturf products will sustain their UV stability and tensile strength during the applicable warranty period described in the Attachment between Realturf and the Purchaser for the sale of RealTurf’ artificial grass products. For purposes of this warranty, a product whose original tensile strength does not decrease by more than 50% will be judged to have sustained its UV stability and tensile strength.

Each product has its own warranty period, from three (3) to ten (10) years, which depends on factors such as the technical characteristics, application, and/or geographical location where the artificial turf is installed. The applicable warranty period begins on the date of installation of the product, or after confirmation of receipt of the product by the consumer by signing the documents of receipt of merchandise. Warranty covers product only and not the installation, groundwork, or labor. Realturf do not take responsibility for third party installations.

**II. Commitment.** This warranty is limited to tasks of reparation or replacement, being the only alternatives possible. There will not be any money refunds. In case of a substitution, Realturf will provide the product, ex works, and will be responsible for the purchase price of the replacement product during the first three (3) years from the start of the guarantee, although after (2) two years from that start, it will be the buyer who must prove the defect in the product to activate the guarantee. After the first three (3) years, in case of a substitution, Realturf will provide the product, ex works, and the price charged of the substitute product purchase will be multiplied by a fraction with a numerator that is the number of remaining months until the end of warranty and a denominator being the total of the months of this period. The Purchaser shall pay the portion of the purchase price for the replacement product not allowed by Realturf. Realturf 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 such removal, disposal or installation.

**III. Scopes of Warranty.** This warranty is inapplicable (i) to products used for any purpose other than sports fields or landscape purposes, (ii) to any damage caused during or because improper handling, storing, transportation, installation or repairs unless the improper conducts are committed by Realturf or its authorized agents, or (iii) to the extent that any defect or damage is caused by the buyer and due to:

- (1) Burns, cuts, accidents, vandalism, abuse, negligence, or neglect.
- (2) Improper design or failure of the sub-base of the sports field or court.
- (3) Drainage defects or deficiencies in the sub-base and/or the surrounding zone
- (4) Use or abrasion caused by an inadequate sub-base
- (5) Reflection from Mirrors and/or glass onto the product.
- (6) Incorrect levels or type of infill (in conformation with independent accredited labs, such as IBV or LABOSPORT or others accredited by Realturf);
- (7) Not maintaining the infill products at their correct levels (in conformation with independent accredited labs, such as IBV or LABOSPORT or others accredited by Realturf) indicated in the technical datasheet of the product.
- (8) Any harmful for the product chemical reaction caused by the infill materials
- (9) Use of improper footwear or sports equipment.
- (10) A different application or use of the game surface than what it was installed for
- (11) Application of inadequate cleaning methods
- (12) Use of chemical or cleaning products, herbicides or pesticides
- (13) The solar exposure range superior to 200W/m<sup>2</sup>
- (14) Causes of force majeure or other conditions that are uncontrollable by Realturf
- (15) A phenomenon of post fibrillation during or posterior to the installation with other purposes than infill material collocation
- (16) Failure to properly maintain, protect or repair the Products.
- (17) Defects arising from the storage of the product, regardless of whether they occur in the Realturf or buyer's warehouse, for a period of more than three (3) months once it has been purchased.
- (18) Any defect that is produced by storing the product in inappropriate storage conditions, contrary to the indications given by Realturf workers or those indicated in the product's technical data sheet.

The artificial turf products developed for the practice of paddle tennis by Realturf, are manufactured to have the minimum recommended amount of sand that is essential, which provides a specific sporting function. Since paddle tennis courts are surrounded by glass, and these may have different characteristics that differ in terms of their technical properties and orientation, when the court is installed outside, it may result that the refraction of the incident solar radiation modifies the product properties. Therefore, any damage to the artificial turf caused by this circumstance, considered unrelated to the manufacture of the product, is excluded from the guarantee.

All the products will suffer a usual wear out produced by the use. Furthermore, from the factors mentioned above, the wear out of the product will depend, amongst other things, on the intensity of the usage.

It is considered a normal intensity an average of 30 weekly hours of use always when a minimum of 125 meters squared of the surface correspond to each user. The Realturf warranty does not cover the wear out for normal use. Realturf will not be responsible for any warranty that the Purchaser has emitted or realized in favor of the third person, including, amongst others, the warranties related to the lifespan of the products. The Purchaser will have to read attentively the actualized versions of documents and materials of information on the Realturf products, as well as the recommendations of maintenance and of optimization of performance.

**IV. Limitation of responsibility.** Realturf' total responsibility respecting any product with defect will not exceed in any case the purchase price of the same. Realturf will not be responsible in any case, either for the disposition in a contract or under responsibility for extra contractual illicit act (including amongst others, strict responsibility and/or equity theory), of the benefit or revenue loss, loss of use or similar economic losses, nor of the indirect, special, incidental, consequential, punitive or similar damage derived from usage, conditions, possession, performance, maintenance, non-delivery or late delivery of the products, including in the case of notification to Realturf of a possible existence of such damage.

**V. Unique Warranty.** The warranty indicated previously is the only valid guarantee that exists regarding Realturf products, and substitutes any other warranty, oral or written, of any type, which could affect these products. The solutions for defects by the means of reparation and/or substitution proposed in the article 2 in the present document are the only obligations that Realturf acquires regarding these products, and the only solutions for which the Purchaser can opt for under this warranty, except for contrary stipulation contained in the present document. Realturf does not assume any other warranty respecting its products, neither explicitly nor implicitly, including amongst others, commercial warranties, of aptitude for determined purposes or the infringement of the third-party rights.

**VI. Activation of the guarantee.** If a guarantee is applied in accordance with the conditions set forth herein, the Buyer must activate it in accordance with the provisions of the following points:

- (1) The Buyer must inform Realturf no later than ten (10) days after the day in which he became aware of the damage, identifying the damage or defect suffered by the product, and accompanying it with I) original copy of the guarantee, II) purchase invoice, III) copy of the delivery note, and IV) Certificate from the company in charge of maintenance describing the work carried out.
- (2) You must commission a company with experience in the artificial turf sector and evaluation of pathologies and damages derived from them, a report to determine the cause of the pathology, as well as the non-existence of any causes of exclusion contemplated in this guarantee, for which you must provide this document together with the technical sheets and other documentation that Realturf has sent. The cost of the valuation will be borne by Realturf unless the non-existence of a case of application of the guarantee is finally determined.

The suitability of said company must be validated by Realturf, for which the company's data must be communicated prior to the preparation of the report. Said report must be commissioned within ten (10) days from the day in which the damage was known and must be made within the next thirty (30) days following its commission.

Realturf may also submit to the expertise of the company any other circumstance that it may consider relevant to determine the application or not of the guarantee.

- (3) Realturf, in view 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. If you accept it, you must notify the repair or replacement actions in application of the guarantee within the same period.

Compliance with the points and deadlines set forth above will be a sine qua non condition for activating this guarantee.

**VII. Modifications.** This warranty, the terms, and standard conditions of sale of Realturf establish the integral and final agreement of the parties related to quality and the efficiency of the Products and will be considered the only valid warranty respecting the same. No distributor, commercial or similar is authorized to emit warranties that are not covered by the dispositions of this document, nor amplify the periods of warranty set here, nor change, vary, amend or amplify the dispositions of the present warranty. All changes, modifications or amplifying of the present warranty must be written and the resulting document will have to be signed by an authorized representative of Realturf.

**VIII. Resignation Clause.** The fact that Realturf does not exercise some rights or faculties established in the present document or does not adopt legal solutions indicated in the same, or delays the exercise of adoption, does not imply that it renounces them. The partial or only exercise of some of these rights, faculties, or legal solutions on behalf of Realturf does not imply the prohibition of the future exercise of other rights, faculties, or solutions.

**IX. Divisibility Clause.** In case of any of the dispositions of the present warranty, o part of the same, it is considered illegal, invalid or inapplicable by the judicial order of a competent tribunal, the rest of the dispositions or parties will stay valid, will have legal effect and will constitute the binding agreement between the parties respecting the object of the present document.

**X. Assignment.** The Purchaser will not be able to transfer or assign in any way the totality or part of the rights indicated here without the previous written consent on behalf of Realturf. The present warranty is established in the benefit of Realturf and the Purchaser or his respective successors or legal assigns and constitutes a binding document for the parties. Only and exclusively the Purchaser- and not sub-purchasers or third parties- will be able to make complaints and claims with the present warranty.

**XI. Legislation and Applicable Jurisdiction.** The conditions and sections contemplated in this guarantee will be governed and interpreted in accordance with 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 guarantee.

**XII. Claim Notification.** The claims that are made with the present warranty have to be presented in a written form within 2 months after the date when the supposed defect has been discovered, and accompanied with a commercial invoice of the final customer, and a proof of the date of installation with all the possible data from the installer. All the documentation has to be submitted to the following address:

**Realturf Systems SL, av. Antigua Peseta 131, 03114 Alicante (Spain), [calidad@realturf.com](mailto:calidad@realturf.com)**

Realturf will not have to assume the costs nor expenses incurred by the Purchaser or third parties respecting the tests, inspections or consulting done by the Purchaser or third parties. At the same time Realturf will have the right to send a professional to revise the product claim in situ.

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