



Manufacturer's Limited Warranty

Blue Sky Int. warrants that if Blue Sky Int.'s synthetic turf proves to be defective in material or workmanship, resulting in premature wear, during normal and ordinary use of the Product for the sporting activities set out below or for any other uses for which Blue Sky Int. gives its written authorization, within 8 years from the date of completion of installation, Blue Sky Int. will, at Blue Sky Int.'s option, either repair or replace material for the affected area without charge, to the extent required to meet the warranty period (but no cash refunds will be made). This Warranty does not come into effect unless the Certificate of Completion is sent for validation to the head office of Blue Sky Int., or its authorized agent, indicated below within 30 days of installation. This Warranty is limited to the remedies of repair or replacement, which shall constitute the exclusive remedies available under this Warranty, and all other remedies or recourses which might otherwise be available are hereby waived by the Buyer. Blue Sky Int. will have no other obligations or liability for damages arising out of or in connection with the use or performance of the product including but without limitation, damages for personal injury or economic losses.

This limited warranty does not cover:

1. Damage resulting from accident, force majeure, misuse, abuse, and neglect or from other than normal and ordinary use of the Product.
2. Damage resulting from failure to maintain the Product in accordance with the maintenance and use instructions provided to the buyer.
3. Damage resulting from repair or attempted repair by anyone other than Blue Sky Int. or an authorized distributor or authorized third party serviceman.
4. Damage due to external causes which include but are not limited to the application of chemicals or cleaning agents, adhesive backing, dirt, traffic, normal matting, abuse, misuse, negligence, vandalism, fire, flood, windstorm, acts of God, and improper care.
5. Failure or improper design of the base.
6. Use of improper footwear such as long spiked track shoes. Standard soccer or football cleats are recommended. Flat soled shoes such as work boots should be avoided.

We disclaim liability for incidental and consequential damages for breach of any express or implied Warranty, including any implied Warranty of merchantability, with respect to the Product. In the event that the Product is used for purposes other than the specific sporting activities set out above or any other uses for which Blue Sky Int. gives its written authorization, it being understood that Blue Sky Int. has tested the Product for use in connection with these sporting activities

and may not have tested it for other uses, Blue Sky Int. shall not be responsible for any and all damages incurred and this limited Warranty as well as all legal Warranties shall become null and void.

The obligations of Blue Sky Int. under the Warranty are subject to full payment of all monies due Blue Sky Int. or its agent for materials and/or labor if related to the above referenced project. This Warranty will be voided if any other contractor or turf manufacturer other than Blue Sky Int. performs any service on the subject field.

Blue Sky Int. will have no other obligations or liability for damages arising out or in connection with the use or performance of the product including but without limitation, damages for personal injury or economic losses. Blue Sky Int. disclaims liability for incidental and consequential damages for breach of any express or implied Warranty, including any implied Warranty of merchantability, with respect to the product.

This Warranty constitutes Blue Sky Int.'s entire obligation. Any and all other prior written or oral agreements or drafts of agreements between the parties pertaining to the subject matter of this Warranty are superseded and of no force and effect and may not be used as evidence in interpreting the provisions of this Warranty.

DATE OF SUBSTANTIAL COMPLETION: _____

APPROVED FOR BLUE SKY INT.:

BY: _____ DATE: _____

WITNESS: _____ DATE: _____