



ZeoFill® Limited Product Warranty

ZEOFILL® warrants to the owner of the landscape artificial turf at which ZEOFILL® has been installed (“Turf Owner”) that, for a period of five (5) years after the date of installation (the “Warranty Period”): (1) ZEOFILL® will not deteriorate in excess of limits described below under normal and proper use as an infill for an artificial turf. This warranty does not nor has ever covered urine smell.

If ZEOFILL® determines that any ZEOFILL® does not conform to this Limited Product Warranty (the “Warranty”) during the Warranty Period; ZEOFILL® shall provide to the turf owner new ZEOFILL® to replace the non-conforming ZEOFILL®. Note: Shipping, removal and installation are not included.

Anticipated condition of ZEOFILL® during 5 years of normal wear:

1. On average, a minimum of 60% of the granule will remain solid during the warranty period. If any mesh granular is visible within the limits of 14 X 30, then warranty claim is void. To be covered under this warranty, all mesh granules in the turf must be defective. This is to protect ZEOFILL® from fraudulent claims due to install companies not installing the correct amounts of ZEOFILL®. We are not responsible for individual install companies who do not install the correct amount of ZEOFILL®.

Restrictions

This Warranty shall be effective only if:

1. The attached **ZEOFILL® Limited Product Warranty Registration Form** providing the Turf Owner’s name, installation date, installation company, product information, install location, turf type, ounce weight is completed and filed with ZeoFill® at the address below, postmarked no later than sixty (60) days after ZEOFILL® initial installation.
2. The Owner gives ZEOFILL® written notice of a claim under this Warranty within thirty (30) days after the Owner (i) determines that the rate of ZEOFILL®’s deterioration exceeds the natural lifespan set forth above or (ii) discovers the existence of a condition that gives rise to the claim. All written notices must include the name of the Owner, install location, installation company, product information, and a brief description of the complaint and must be sent to:

ZeoFill®,
Attn: Limited Warranty Claim Dept.
12523 Limonite, Suite 440, Box 418
Mira Loma, California 91752
3. The Owner provides ZEOFILL® representative(s) (or it’s appointed representative(s)) an opportunity to then inspect the ZEOFILL® with respect to which the claim is made.
4. The ZeoFill® must be present inside the turf fibers either in granular or powdered mesh.
5. The ZEOFILL® representative(s) (or its appointed representative(s)) inspect the ZEOFILL® and determine that (i) the ZEOFILL® has deteriorated prematurely in excess of limits described herein, under normal and proper use and/or (ii) the ZEOFILL® contains defects in material and workmanship. Twenty (20) samples will be taken at random (spaced no closer than 20’) across each section of turf to the entire depth of the ZEOFILL®. The samples will be tested by a third party.
6. If fraud is present under any of these terms, ZEOFILL® will have the rights to prosecute to the fullest.

If all of the foregoing criteria are met and ZEOFILL® representatives determine that the ZEOFILL® does not conform to the quality standards set forth herein, ZEOFILL® shall provide to the turf Owner new ZEOFILL® to replace the non-conforming ZEOFILL®.

Note: The Turf Owner shall be responsible for all travel costs and expenses of the ZeoFill® representative should the representative determine that the ZEOFILL® shows no signs of premature deterioration and/or contains no material defects outside of those stated. If the ZEOFILL® representative(s) determines that the ZEOFILL® does not comply with the standards set forth herein, ZEOFILL® shall pay the travel costs and expenses of its representative(s). ZEOFILL® has the rights to charge Turf Owner before representative arrives to Owners location. A refund will be issued no more than 15 days if the ZEOFILL® is determined to be faulty.

This Warranty shall not apply to any ZEOFILL® which has once been installed and thereafter removed to a new location. This warranty is voided if known recommended amounts of ZEOFILL® can not be properly installed due to heavy thickness of turf. No warranty for ZEOFILL® under the turf.

It may be necessary to add ZEOFILL® to an install during the Warranty Period due to migration or turf replacement. This additional supply of ZEOFILL® is not included in this Warranty. In the event such additional ZEOFILL® is required after migration or turf replacement, the Warranty Period shall run from the point of the initial ZEOFILL® installation.

Exclusions

This Warranty covers only the cost of the new ZEOFILL®. Note: Shipping, Removal and installation are not included. Contact your install company.

Notwithstanding anything to the contrary in this Warranty any damage or defect resulting in whole or in part from any of the following causes is NOT the responsibility of ZeoFill® and is NOT covered by this Warranty:

1. Anyone other than a professional independent turf installation company listed on the ZEOFILL® website. Install company must be a currently participating in purchasing direct from ZEOFILL® within a 2 months period.
2. Any area less than three hundred square feet of turf.
3. Improper installation of ZEOFILL®, including, without limitation, failure to comply with ZeoFill® installation instructions or recommended amounts.
4. ZEOFILL® installed with any type of other infill material especially durafill, envirofill, sand, slag or silica sand.
5. Any urine smell problems including but not limited to a result of using a high protein dog food.
6. Any installation of ZEOFILL® under synthetic grass system.
7. If no ZEOFILL® is present on top of your turf fiber system. It is up to turf Owner to contact ZEOFILL® before the ZEOFILL® is completely gone.
8. If limited ZEOFILL® is present due to vacuuming infill out of the turf.
9. Excessive use other than for the purpose of dog traffic.
10. Improper design or failure of the sub-base of the turf system.
11. Wear or abrasion caused by an inadequate sub-base.
12. Use of purposes other than for which it was designed and installed.
13. Improper treatment such as vehicular traffic, use of golf clubs, fireworks and the erection of stages and/or other structures, unless a protection system expressly approved by ZEOFILL® is in place.
14. Use of footwear having any type of cleats, spikes or any metal projections.
15. Use of ZEOFILL® in a synthetic turf tennis or boccie ball system.
16. Use of harsh cleaning chemicals, including acid, bleach, pool chemicals, herbicides or pesticides.
17. Use of improper cleaning methods including but not limited to power washing, excessive hosing, blowing ZEOFILL® with a power blower or power broom, removing ZEOFILL® for any reason with or without machinery equipment.
18. Failure to properly clean the ZEOFILL® by use of recommended live liquid turf enzyme cleaner. If an enzyme cleaner with a powder residue is used, it will void all warranties.
19. Failure to maintain ZEOFILL® recommended amount of product for the size of your animal or turf manufacturer's recommended infill depth.
20. Failure to mention multiple animals will use the turf when turf representative quotes your project.
21. Failure to submit Registration Form to ZEOFILL® before the 60 day time limit, voids all warranties.
22. Acts of God or other conditions beyond the reasonable control of ZEOFILL®.
23. A high ounce turf above 72oz, Putting greens and turf fibers up to 1-1/4" will not hold the proper amounts of ZEOFILL® for even a small dog and therefore will not be covered under this warranty.

Disclaimer

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR OTHERWISE (EXCEPT IMPLIED), CONCERNING THE PURCHASE, USE OR CONDITION OF ZEOFILL®, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUALITY OR CONFORMITY WITH ANY DESCRIPTION OR SAMPLE. EXCEPT AS SET FORTH IN THIS WARRANTY, ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS IMPLIED BY LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ARE HEREBY LIMITED TO THE DURATION OF THE WARRANTY PERIOD, AS DEFINED HEREIN. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Limitation of Damages

OWNER'S EXCLUSIVE REMEDY FOR ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ZEOFILL®, INCLUDING, WITHOUT LIMITATION, ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, OR ANY ALLEGATION THEREOF, SHALL BE LIMITED TO REPLACEMENT OF THE ZEOFILL® FOR WHICH A CLAIM IS MADE AND PROVED. IN NO EVENT SHALL ZEOFILL® BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ZEOFILL®, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY TYPE OF SYNTHETIC TURF. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

No person or entity other than the Turf Owner or ZEOFILL® shall have any rights to enforce any term of this Warranty. ZEOFILL® shall be permitted to assign any obligations and limitations under this Warranty, without the prior consent of Owner, to any purchaser of substantially all of the assets of ZEOFILL® or to any financially responsible party in connection therewith.

This warranty shall be governed by the internal laws of the State of California. Any dispute arising out of or related to this warranty or the contract or contracts related to the sale and/or installation of ZEOFILL® shall be resolved by arbitration pursuant to the rules and procedures of the Construction Industry Division of the American Arbitration Association. The American Arbitration Association case filing services can be reached at 877-495-4185 or www.adr.org. The arbitration shall be conducted in San Bernardino County, California. You may not file suit against ZEOFILL® under the Magnuson-Moss Warranty Act until your claim has been submitted to AAA for arbitration and a decision has been reached. However, you may be entitled to file suit under state law without waiting. In the event of arbitration (or litigation) of any such dispute, the prevailing party on any claim shall be paid the prevailing party's reasonable attorney's fees, expert witness fees, and other costs associated with the particular claim.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

If you have any questions about making a claim under this Warranty, you can contact ZEOFILL® at 888-926-4785. *Please note that you must still file a written notice of a claim under this Warranty within thirty (30) days after the Owner (i) determines that the rate of ZEOFILL®'s deterioration exceeds the natural lifespan set forth above or (ii) discovers the existence of a condition that gives rise to the claim. All written notices must include the name of the Owner, install location, installation company, type of turf used, ounce weight of the turf, product information, and a brief description of the complaint. We are not responsible for install companies not placing the proper amount of ZEOFILL® on top of the turf. A high ounce turf above 72oz, Putting greens and turf fibers up to 1-1/4" will not hold the proper amounts of ZEOFILL® for even a small dog and therefore will not be covered under this warranty.*



ZeoFill®

Limited Product Warranty REGISTRATION FORM

Installation Location of Turf covered by this warranty: _____

Identification of Turf type, ounce weight, covered by this warranty: _____

Name of Contractor responsible for ZEOFILL® Installation: _____

Quantity of ZEOFILL® installed: _____ Mesh Size: Landscape / Sports Field

Date of Installation: _____

Install company Purchase Order number: _____ If no PO is provided, then this installation company is not covered under this warranty.

Property Owner's Name

By: _____ Date: _____

Title: _____

ZEOFILL® Representative use only:

Received By: _____

Date: _____

Title: _____

Within 60 days after initial installation of ZEOFILL®, please send the completed ZeoFill® Limited Product Warranty REGISTRATION FORM to:

ZeoFill Inc.
Attn: Limited Warranty Claim Dept.
12523 Limonite, Suite 440, Box 418
Mira Loma, California 91752

Failure to submit this form before 60 days after initial installation, voids all warranties.