



866.703.4004
185 South Industrial Blvd. Calhoun, GA 30701
www.shawsportsturf.com

NXTPlay® Turf Pad 25-Year Limited Warranty

Shaw Integrated and Turf Solutions Inc ("hereinafter referred to as Shaw Sports Turf") warrants this NXTPlay® or Turf Pad when used as a system with approved turf in the proper fit-for-use outdoor applications.

The warranty belongs to you, the original end-use purchaser, and begins from the date of substantial completion of the initial installation of NXTPlay and continues for the limited warranty period stated above for the original installation or until the original turf that was installed over the Turf Pad has been removed. The warranty is further limited to the period of time the Turf Pad is owned and maintained by the original end-use purchaser. The basis of any warranty-related claim is the original Shaw Sport Turf or authorized dealer invoice.

The Turf Pad must be installed in accordance with the Shaw Sports Turf installation guidelines and specifications. The Turf Pad must be maintained in accordance with the Shaw Sports Turf's maintenance guidelines and such product care must continue throughout the installation. Damage resulting from a failure to follow installation and/or maintenance guidelines will not be covered under this warranty. Installation and maintenance guidelines are available through your dealer, the website, or from a service representative at the phone number below.

WHAT THE WARRANTY COVERS

Under normal use during the warranty period, Shaw Sports Turf warrants the following:

- Manufacturing defects – The Turf Pad will not show major signs of warping, breaking, tearing, or splitting. Some minor wear and tear are expected with the use of the product. Minor wear and tear are not considered as manufacturing defects.
- Gmax – the impact attenuation of the original synthetic turf field system – as initially installed over the Turf Pad, will stay below 135 Gmax (as per ASTM F355 A-missile and when tested on concrete) when used with the appropriate infill and synthetic turf, and properly maintained as outlined in the Shaw Sports Turf installation guidelines.

WHAT CONDITIONS APPLY?

This warranty does not cover any defects, failure in or damage to the Turf Pad that is:

- a. due or attributable to intentional and unintentional abuse, misuse, negligence.
- b. caused by improper maintenance, handling, use or protection of Turf Pad, including, but not limited to, the imposition of excessive static loads (in excess of 40 PSI for short time

Revision date: 02/14/2024



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frames (e.g. installation and/or maintenance equipment driving over the surface) and 20 psi or 12 ½ N/cm² for longer time frames (e.g. installation and/or maintenance equipment parked on the surface);

c. related to installation, repair, alteration, or replacement by any person not authorized by Shaw Sports Turf;

d. caused by improper use, installation, maintenance, repair, or replacement of the synthetic turf system or failure to maintain proper infill levels as defined in the installation guidelines and maintenance manual.

e. -created, directly or indirectly, by events including, but not limited to, accidents, vandalism, machinery, animals, misuse, fire, flood, war, chemical reactions, acts of God, static or dynamic loads exceeding Shaw Sports Turf® specifications, improper cleaning methods or improper maintenance and grooming of the synthetic turf.

f. caused by excessive heat sources, engine exhaust, field heaters or other secondary reflective light.

g. caused by extended exposure of the Turf Pad to sunlight or other sources of ultraviolet light.

h. caused by normal and ordinary wear & tear or concentrated high wear areas.

i. attributable to the base and/or field design and any resulting damage to the Turf Pad arising therefore, including, but not necessarily limited to, those due to failure or improper design of the base, infiltration rates, depressions or settlement of the base, long term planarity and/or compaction of the base upon which the product is installed, improperly prepared subgrade or subgrade settlement.

j. due to soil or stone expansion and contraction, subsidence, shifting, compression, erosion, high water tables as it is related to the base, stone, and subgrade upon which the Turf Pad is installed.

k. the result of any use for any purpose other than those approved in writing by Shaw Sports Turf.

l. due to removal and/or relocation after initial installation.

WHAT IF YOU NEED WARRANTY SERVICES

You, the original end-use purchaser, will contact your Shaw Distributor or Shaw Sports Turf representative for claim service within thirty (30) days of identification of the issue giving rise to the claim. Claims under this warranty must be submitted in writing and include a detailed description of the issue along with photographs showing the concern. The Shaw Sports Turf representative will file a claim via shawsportsturf.claims@shawinc.com and submit the information you provided. A company representative will be assigned to evaluate the claim. If you have any questions regarding the claim, contact Shaw Sport Turf's Financial Services Department, PO Box 2128, Dalton GA 30722, or by phone, 1-800-257-7429. It is agreed that all claims by the original end user purchaser under the foregoing limited warranty shall be invalid

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unless made in writing to Shaw Sports Turf within twenty-five (25) years from the date of Substantial Completion and within 30 days of learning of the defect giving rise to the claims.

WHAT WE WILL DO

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw Sports Turf may, at its sole option, replace all or the affected parts covered herein. Shaw Sports Turf's liability under this limited warranty is limited to the prorated replacement value (based on 25 years) of the Turf Pad to be repaired or replaced. IN NO EVENT SHALL THE OBLIGATIONS OF SHAW SPORTS TURF UNDER THIS LIMITED WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

The remedy of repair or replacement set forth herein shall be the sole and exclusive remedy for the original end use purchaser; Shaw Sports Turf shall have no other obligations or liability in connection with any matter or thing, including without limitation, the condition or quality of the Turf Pad.

WITHOUT LIMITATION OF THE FOREGOING, IN NO EVENT SHALL SHAW SPORTS TURF BE LIABLE TO THE ORIGINAL END USE PURCHASER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH THE USE OF THIS TURF PAD, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR DAMAGES RELATING TO PERSONAL INJURY, LOST TIME OR CONVENIENCE, LOSS OF USE OF THE TURF PAD, LOST PROFITS OR REVENUES, DOWNTIME COSTS, THE LOSS OF PERSONAL OR COMMERCIAL PROPERTY, THE COSTS OF TELEPHONE, TRAVEL OR LODGING, OR ANY OTHER DAMAGES.

Shaw Sports Turf endeavors to handle all warranty claims promptly and professionally. The obligations of Shaw Sports Turf under this Limited Warranty are conditional on Shaw Sports Turf having been paid in full with respect to this project, including all change orders at the time of claim.

NOTE: The warranty is not transferable. It extends only to the original end use purchaser. Shaw Integrated and Turf Solutions Inc. does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw Integrated and Turf Solutions Inc. shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).



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All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

This Limited Warranty is not transferable.

Project Name and Location of Installation: _____

Issued to: _____

Original end user

Date of Substantial Completion: _____

Expiry Date: _____

Signed: _____