

GENERAL CONDITIONS OF THE REALTURF PRODUCTS LEGAL GUARANTEE

This legal guarantee covers exclusively the rights of the consumer or end customer, for the legally established period of time. Any extension of the legal guarantee must be consulted with Realturf.

- I. **Prior.** - These general terms and conditions of warranty shall apply to products purchased on or after 1 January 2022.
- II. **Scope of the legal guarantee for Spain and the EU.** In accordance with the regulations in force in Spain and the EU, all our products are covered by a legal guarantee that can be between 2 or 3 years, depending on the national legislation of each EU member country, for defects of conformity that may exist at the time when the installation of the product is completed to the final customer acquires our products. In other words, faults that prevent the product from complying with the expected characteristics and quality.

The guarantee only covers defects caused by the manufacture of the Realturf product. Any defects due to incorrect installation or work that needs to be carried out in the field prior to installation are not covered by this guarantee. Realturf is not responsible for installations or works carried out by third parties.

- III. **Items not covered by the warranty.** This warranty shall not apply:
1. In those cases where the product does not conform to the normal uses established for them, and they are used for purposes other than their sporting or gardening activity, or at unusual intensities (e.g. sports turf used for music festivals).
 2. In cases where damage has occurred improper handling, storage or transport, unless Realturf or its authorised agents have carried out such actions.
 3. When defects occur or damage is caused, attributable to the end customer and due to:
 - a. Burns, cuts, accidents, vandalism, abuse, neglect or carelessness.
 - b. Inadequate or defective sub-base designs of the sports ground.
 - c. Drainage defects or deficiencies in the sub-base and/or surrounding sub-base.
 - d. Wear or abrasion caused by inadequate sub-base.
 - e. Reflections of mirrors and/or glass on the product.
 - f. Use of incorrect levels or types of filler products (according to independent laboratories, such as IBV or LABOSPORT, or others accredited by Realturf).
 - g. Failure to maintain filler products at the correct level (according to independent laboratories, such as IBV or LABOSPORT, or others accredited by Realturf) indicated in the product data sheet.
 - h. Any chemical reaction harmful to the Product caused by the filler materials.
 - i. The use of unsuitable sports equipment or footwear.

- j. The use of the surface for purposes other than those for which it was designed and installed.
- k. The application of inappropriate cleaning methods.
- l. The use of chemical or cleaning products, herbicides or pesticides.
- m. The solar exposure range is higher than 200W/m2.
- n. Force majeure or other conditions beyond Realturf's control, such as natural disasters.
- o. A post-fibrillation phenomenon during or after installation for purposes other than the placement of filler materials or;
- p. Failure to properly maintain, protect or repair the Products in accordance with the maintenance instructions provided to the end customer.
- q. Any damage resulting from poor maintenance of the product, and from serious non-compliance with Realturf's maintenance manuals and rules provided to the end customer.

All artificial turf products developed by Realturf for padel tennis courts are manufactured to have the minimum amount of sand necessary to provide a specific technical and sporting function. Due to the fact that padel courts are surrounded by glass, which can have different characteristics in terms of technical properties and orientation, when the court installed outdoors, the refraction of incident solar radiation can modify the properties of the product. Therefore, any damage to the turf caused by this circumstance, which is considered to be unrelated to the manufacture of the product, is excluded from the warranty.

All products are subject to normal wear and tear. **Realturf's legal guarantee does not cover wear and tear caused by normal use.**

In addition to the factors mentioned above, the wear and tear of the product will depend, among other things, on the intensity of use. A normal intensity use is 30 hours per week per person, provided that each user has at least 125 square metres of land.

The end customer must carefully read the most updated versions of the maintenance manuals of Realturf products and must comply with the recommendations for maintenance, performance optimisation and periodic revisions.

- IV. Consumer rights.** If the product has a defect of conformity within the legally established period from the date of purchase, the consumer will have the right to repair or replace the product. If the repair or replacement of the product is not possible for reasons beyond Realturf's control, Realturf will be able to offer the Final Customer another alternative solve the situation (for example, the purchase of a new product with a special discount on the price).

V. Procedure for requesting the application of the legal guarantee. To apply for the application of the legal guarantee the consumer may do so in accordance with the following points:

1. Through the Realturf distributor from whom you purchased the product, or the shop or establishment where you bought it.
2. Or, the consumer should inform Realturf as soon as he/she becomes aware of the damage, identifying the damage or the defect suffered by the product, and

accompanied by I) the purchase invoice, II) a copy of the delivery note, and III) a certificate from the company responsible for the installation or maintenance describing the work carried out. The address to which all documentation must be sent is indicated below:

Realturf Systems SL, Av. Antigua Peseta 131, 03114 Alicante (Spain),
calidad@realturf.com

The consumer shall allow a technical assessment of the product to verify the lack of conformity.

VI. Limitation of liability. The total responsibility of Realturf with regard to any defective product will in no case exceed the purchase price of the product. Realturf shall in no event be liable, whether under contract or liability, tort (including but not limited to negligence), or under any other legal circumstances (including but not limited to strict liability and/or equity theory), for loss of profit or revenue, loss of use or similar economic loss, nor for indirect, special, incidental, consequential, punitive or similar damages arising from the use, condition, possession, performance, maintenance, non-delivery or delay in delivery of the products, provided that the same are not attributable to Realturf.

VI. Modifications. This warranty and Realturf's standard terms and conditions of sale constitute the full and final agreement of the parties concerning the quality and performance of the Products and shall be considered as the only valid warranty with regard to the Products. No distributor, dealer or similar position is authorised to issue guarantees that are not covered by the provisions of the present document, nor to extend the guarantee periods stipulated herein, nor to change, vary, amend or extend the provisions of the present guarantee, in so far as these modifications affect Realturf's responsibility or obligations. Any change, modification or extension of the present guarantee must be made in writing and the resulting document must be signed by an authorised representative of Realturf.

VII. Contact for warranty enquiries. For any queries regarding the legal warranty of our products you can contact our team via:

- **service telephone:** 965685640
- E-mail garantia@realturf.com
- **Website:** www.realturf.com

VIII. Applicable legislation. This guarantee is governed by the consumer protection regulations in force in Spain and the EU. The legal guarantee is independent and does not affect any other rights that the consumer may have by virtue of additional guarantees offered by Realturf.

** Realturf reserves the right to explain and modify the above mentioned points according to the legislation in force at any time.