

## GENERAL CONDITIONS OF THE WARRANTY EXTENDED TO CONSUMER or END CUSTOMER

**This document is for information purposes only. The extended warranty will be binding for the parties once the consumer or end customer follows the procedure for its activation within the deadline and Realturf Systems, SL sends the corresponding warranty certificate. All this as explained below.**

### I. Previous.

The present general conditions shall be applicable as soon as they are disclosed by REALTURF, which reserves the right to modify them at its own discretion.

### II. Warranty conditions

Realturf guarantees to any natural or legal person purchasing its products (hereinafter referred to as "end customer") that, under normal conditions of use and provided that the maintenance recommendations are followed, Realturf products will meet the appropriate levels of UV stability and tensile strength during the applicable warranty period. For the purposes of this warranty, it should be noted that a product whose original tensile strength is not reduced by more than 50% is considered to have maintained its UV stability and tensile strength.

The extended warranty period differs according to the type of product, the meters of installation and the geographical location of the product, guaranteeing up to ten (10) years. **Realturf will communicate to the final customer the extended warranty period of his product, once he checks the date, the place of installation of the lawn, meters of installation and the specific model purchased, and will send him the corresponding warranty certificate. The extended warranty period starts after the end of the legal warranty period (2 or 3 years from the installation of the product, depending on the EU country where the product is purchased) and after the activation of the extended warranty by the final customer and the technical inspection of the product by Realturf (once the legal warranty expires).**

The warranty only covers defects caused by the manufacture of the Realturf product, . This warranty does not cover defects due to improper installation or pre-installation work that needs to be carried out in the field. Realturf is not responsible for installations and works of third parties.

Realturf may review the condition of the turf at the end of the legal warranty to assess the condition of the product and the application of the extended warranty.

The end Customer will have 90 calendar days, from the installation of the turf, to activate the warranty through any of the options available at the time (see section VI). In case of failure to do so, he/she will not be able to enjoy the extended warranty from the end of the legal warranty (2 or 3 years depending on the EU country).

### **III. Scope of the extended warranty**

This warranty is limited to repair or replacement of the product, depending on factors such as technical characteristics, use and geographical location or sun exposure of the place where the artificial turf is installed (after study of the specific case and at Realturf's discretion) being these the only available alternatives. No refunds will be made.

The final customer will have to prove the defect in the product for the application of extended warranty. In case of replacement, Realturf will supply the replacement product as described above, and will pay the purchase price of the replacement product multiplied by a fraction whose numerator would be the number of months remaining until the end of the extended warranty period and whose denominator would be the total number of months of total warranty shown on the certificate.

The end customer must pay the part of the purchase price that has not been assumed by Realturf. In no case Realturf is obliged to remove or dispose of the defective turf, to install the new one, or to pay the costs derived from the above mentioned tasks.

### **IV. Items not covered by the warranty.** This warranty shall not apply:

1. In those cases in which the product does not conform to the normal uses established for them, and they are used for purposes other than their sports or gardening activity, or unusual intensities (example: sports turf used for music festivals).
2. In cases where damage has occurred during improper handling, storage, transport, unless Realturf or its authorized agents have carried out such actions.
3. In case of failure to carry out the mandatory review by Realturf staff or authorized by Realturf, three years after the purchase of the turf.
4. When defects occur or damage is caused, attributable to the end customer and due to:
  - a. Burns, cuts, accidents, vandalism, abuse, negligence or carelessness.
  - b. Inadequate or defective designs of the sub-base of the sport field.
  - 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 (in accordance with 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 inappropriate 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 inadequate cleaning methods.
- l. The use of chemical or cleaning products, herbicides or pesticides.
- m. The solar exposure range is greater than 200W/m<sup>2</sup>.
- n. Force majeure or other conditions beyond Realturf's control such as natural disasters.
- o. A post-fibrillation phenomenon during or subsequent to installation for purposes other than placing 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 customer.

Any artificial turf product developed by Realturf for the practice of paddle tennis, are manufactured to have the minimum amount of sand required, which provides a specific technical and sporting function. Due to fact that paddle courts are surrounded by glass, and these may have different characteristics in terms of technical properties and orientation, when the court is installed outdoors, the refraction of incident solar radiation may 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 will suffer the usual wear and tear caused by use. **The Realturf warranty (either the legal warranty or the extended warranty) does not cover wear and tear caused by normal use.**

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

The end customer must carefully read the most updated versions of the installation and maintenance manuals of Realturf products ([www.realturf.com/es/garantia](http://www.realturf.com/es/garantia) ) and must comply with the maintenance and performance optimization recommendations. Otherwise, **non-compliance with maintenance and/or performance optimization recommendations may be cause for exclusion from the extended warranty.**

## V. Limitation of liability

Realturf's total responsibility with regard to any defective product shall 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. Single warranty.

The warranty indicated above is the only valid warranty that exists with respect to Realturf products and replaces any other warranty, oral or written, of any nature whatsoever, that could affect these products. The remedies of defects means of repairs and/or replacements proposed in paragraph 2 of this document are the only obligations that Realturf acquires with respect to these products, and the only remedies that the Buyer may opt for in accordance with this warranty, unless otherwise stipulated in this document. Realturf does not assume any other warranty with respect to its products, neither explicitly nor implicitly, including, among others, warranties of merchantability, fitness for a particular purpose or non-infringement of third parties' rights.

## VII. Activation of the guarantee.

The consumer will have 90 calendar days from the installation of the turf to activate the extended warranty

For warranty activation, the end customer must contact Realturf via email at [garantia@realturf.com](mailto:garantia@realturf.com), attaching the following documentation:

1. Invoice of purchase of the product.
2. Invoice of product installation.
3. Customer data and product location.

Alternatively, Realturf enables a QR code/link on the website [www.realturf.com/es/garantia](http://www.realturf.com/es/garantia), from which the customer can activate the extended warranty.

The extended warranty is activated with the express communication from Realturf to the final customer, after having checked that all the requirements are fulfilled, together with the extended warranty certificate with the given term. **In case of non-receipt of such communication and extended warranty certificate, it will not be understood to be in force.**

The consumer is responsible for providing truthful information about the information necessary for the activation of this warranty.

## **VIII. Application of the warranty**

In the event of a warranty claim the terms hereof, the end customer shall notify the claim in accordance with the following points:

1. Through the web section set up for this purpose at [www.realturf.com/es/garantia](http://www.realturf.com/es/garantia)
2. Or, the end customer must inform Realturf, by email or mail, within ten (10) days after the damage has occurred, all the information related to the damage; he/she must also provide Realturf with his/her data in order to check that the extended warranty is active.

**The following contact information is provided for this purpose: Realturf Systems SL, Av. Antigua Peseta 131, 03114 Alicante (Spain), [calidad@realturf.com](mailto:calidad@realturf.com)** Realturf will not be liable for any costs or expenses incurred by the Buyer or third parties regarding tests, inspections or consultations carried out by the Buyer or third parties. Realturf will have the right to send a professional to check the damage in situ.

In case of discrepancies between the parties, they will appoint, by mutual agreement, an expert with experience in the field of artificial grass and in the assessment of pathologies and damages derived from them, to make a report to determine the cause of the pathology, as well as the non-existence of any causes of exclusion included in this guarantee, for which the present document must be provided together with the technical data sheets and other documentation sent by Realturf. The cost of the valuation will be initially assumed by Realturf, who will hire the expert. If it is finally determined that the guarantee does not apply, the total cost will be assumed by the other party.

Said report shall be commissioned within ten (10) days to the one in which had knowledge of the damage, and shall be carried out within the following thirty (30) days following its commission. In case of disagreement on the designation of the Expert, it will go to the College of Technicians with competences of the place where the product is located so that by drawing lots an expert is designated.

Realturf may also submit to the expertise of the aforementioned company any other circumstance that could be considered relevant to determine the application or not of the guarantee.

Realturf, in view of the Report, which will not be binding for any of parties, will have seven (7) days to communicate whether it accepts or not the end customer's claim. In case it accepts it, it will have to communicate within the same period of time the repair or replacement actions in application of the warranty.

Compliance with the aforementioned points and deadlines shall be a *sine qua non* condition for the application of this guarantee.

**IX. Modifications.** This warranty and Realturf's standard terms and conditions of sale constitute the entire and final agreement of the parties relating to the quality and performance of the Products and shall be considered the only valid warranty with respect to the Products. No distributor, dealer or similar position is authorized to issue warranties that are not covered by the provisions herein, nor extend the warranty periods stipulated herein, nor to change, vary, amend or extend the provisions of this warranty. Any change, modification or extension of this warranty must be made in writing and the resulting document must be signed by an authorized Realturf representative.

## **X. Protection of personal data**

Realturf is committed to compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and Organic Law 3/2018 of 5 December on the Protection of Personal Data and guarantee of digital rights, and will process the personal data of the persons who activate the extended warranty (hereinafter, the Data Subject) on the basis of the consent and legitimate interest of the data subject, and for the sole purpose of being able to manage the activation and, where appropriate, application of the extended warranty.

The data subject may at any time exercise his/her rights of access, rectification, deletion, opposition, portability and limitation of processing and not to be subject to automated individual decisions by contacting Realturf at the following e-mail address: [privacidad@realturf.com](mailto:privacidad@realturf.com)

The interested party may obtain further information about the processing of personal data by Realturf through the website

**XI. Contact for warranty inquiries.** For any questions related to the commercial warranty of our products you can contact our team through:

- **Customer service phone number:** 965685640
- **E-mail:** [garantia@realturf.com](mailto:garantia@realturf.com)
- **Web site:** <https://realturf.com/es/en/guarantee/>

**XII. Applicable legislation.** This extended commercial warranty is offered in addition to the legal rights that correspond to consumers in Spain and in the EU. In case of conflict between this warranty and the consumer's statutory rights, the latter shall prevail.

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