



Safeshell®
Limited Product Warranty – Sports Applications

Limited Product Warranty:

USGreentech, L.L.C. (“USGreentech”) grants to owner (“Owner”) of the playing surface or sports field(s) at which USGreentech’s SAFESHELL product has been properly installed, USGreentech’s limited product warranty (the “Warranty”) that, subject to the restrictions, specifications and limitations set forth herein, for a period of eight (8) years after the date of installation (the “Warranty Period”) the SAFESHELL will not: (1) Materially degrade in excess of the published expectations described below (provided the SAFESHELL is used properly under normal conditions as an infill for an artificial turf sports surface); (2) Compact to impede drainage materially in excess of the published expectations described below.

WARNING: SAFESHELL PRODUCT IS MADE FROM NATURAL MATERIALS, INCLUDING THE SHELLS OF TREE NUTS, SUCH AS WALNUTS. SAFESHELL IS NOT INTENDED FOR HUMAN CONSUMPTION. SAFESHELL IS TREATED WITH A PROPRIETARY PROCESS TO REDUCE THE TREE NUT SHELLS’ INHERENT AMOUNT OF TREE NUT PROTEINS IN AN EFFORT TO ELIMINATE THE RISK OF ALLERGIC REACTION FROM CONTACT WITH SAFESHELL. SOME INDIVIDUALS CAN BE ALLERGIC BELOW US FDA THRESHOLDS FOR FOOD PRODUCTS. INDIVIDUAL REACTIONS MAY VARY.

Disclaimer:

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE PURCHASE, USE, PERFORMANCE OR CONDITION OF SAFESHELL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, 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.

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 SAFESHELL, INCLUDING, WITHOUT LIMITATION, ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, OR ANY ALLEGATION THEREOF, SHALL BE LIMITED TO REPLENISHMENT OF THE SAFESHELL FOR WHICH A CLAIM IS MADE AND PROVED. IN NO EVENT SHALL USGREENTECH 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 SAFESHELL, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY PLAYING FIELD, LIQUIDATED DAMAGES INCLUDING BUT NOT LIMITED TO LOST SALES, CANCELLED EVENTS, INJURY TO PROPERTY, PERSONAL INJURY OR ANY OTHER DAMAGES. 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.

Anticipated condition of SAFESHELL, after normal wear and tear:

1. Degradation as defined by the Micro-Deval test (ASTM D6928) and compared to new SAFESHELL material:
 - a. At 2 years: Will not exceed 20%
 - b. At 4 years: Will not exceed 30%
 - c. At 8 years: Will not exceed 40%

Anticipated performance of SAFESHELL during 8 years of use, after normal wear and tear:

1. Infill Drainage. When SAFESHELL is paired with a USGreentech-approved, round sand, the drainage of the infill profile will exceed 14 inches per hour per ASTM F1551.



Note: The field system designed to hold the infill must be adequately designed to address all drainage issues and patterns per ASTM F1551.

Restrictions:

This Warranty shall be effective only if:

1. The attached **SAFESHELL® Limited Product Warranty Registration Form** is completed by Owner and filed with and received by USGreentech at the address below, postmarked within ninety (90) days after SAFESHELL installation.
2. The Owner gives USGreentech written notice of a claim under this Warranty within thirty (30) days after the Owner (i) determines that the rate of SAFESHELL's deterioration exceeds the criteria 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, field location, product information, and a brief description of the complaint and must be sent to:

USGreentech, L.L.C.
Attn: SAFESHELL Limited Warranty Claim Dept.
5076 Wooster Road
Cincinnati, Ohio 45226

3. The Owner provides USGreentech representative(s) (or its appointed representative(s)) an opportunity to inspect the SAFESHELL product about which the claim is made.
4. USGreentech's representative(s) (or its appointed representative(s)) inspect the SAFESHELL and determine that (i) the SAFESHELL has degraded prematurely in excess of the specifications described herein, under normal and proper use and/or (ii) the SAFESHELL contains defects in material and workmanship. In order to make such determination, one (1) sample for every 4,000sf of surface will be taken at random (spaced no closer than 25') across each sports field to the entire depth of the SAFESHELL. The samples will be tested by an accredited third party laboratory (determined by USGreentech) and paid for by USGreentech.
5. The SAFESHELL product is used within a USGreentech recommended system using a sand ballast approved by USGreentech, which, at a minimum, must meet the requirements set forth in this Section 5. If Owner desires to use types or amounts of sand other than those that meet the specifications set forth below, then the same must be tested by a third-party (at Owner's expense) to determine if such sand will meet the below specifications and any other performance requirements of Owner and USGreentech, and the same must be approved by USGreentech in writing prior to shipment.
 - (1) Approved sand: The sand shall be washed and dried sand with the following properties:
 - (a) ≥95% of the particles retained on US standard sieves 16 through 30.
 - (b) Rounded to well-rounded sands to resist compaction and have an angle of repose of 30° or less.
 - (c) Coefficient of Uniformity of ≤ 1.3.
 - (d) Roundness and Sphericity of ≥0.6 according to ISO 13503-2:2006 Section 7.



If all the of the above specifications are met and USGreentech's representatives still determine that the SAFESHELL product provided to Owner does not conform to the quality standards set forth herein, USGreentech shall, at Owner's sole and exclusive remedy, deliver new SAFESHELL to the Owner to replenish the non-conforming SAFESHELL. *Notwithstanding the foregoing, USGreentech shall not, in any event, be responsible for removing, replacing, or installing any replacement SAFESHELL, the cost of which shall be borne solely by Owner.*

Notes:

Owner shall be responsible for paying, at its sole cost and expense, all SAFESHELL testing costs, and any and all travel costs and expenses incurred by USGreentech and/or any of its representatives should it be determined that Owner's SAFESHELL product shows no signs of premature deterioration and/or contains no material defects outside of the specifications set forth herein. If USGreentech's representative(s) determines that the SAFESHELL does not comply with the specifications set forth herein, USGreentech shall be responsible for paying, at its sole cost and expense, all SAFESHELL testing costs, and any and all travel costs and expenses incurred by USGreentech and/or any of its representative(s).

This Warranty shall not apply to any SAFESHELL which has previously been installed in any playing surface or field and then moved, removed, or transported and/or re-installed at a new location, even if such removal or re-installation is for the benefit of the Owner.

It will be necessary to add SAFESHELL to a field during the Warranty Period due to natural degradation or migration. USGreentech will supply such new SAFESHELL product only to the extent required to ensure the playing surface or sports field meets the specifications warranted herein. This additional supply of SAFESHELL does not restart the Warranty provided herein. In the event such additional SAFESHELL is required due to natural degradation or migration, the Warranty Period shall run from the point of the initial SAFESHELL installation.

Exclusions:

This Warranty covers only the cost and delivery of the new SAFESHELL. Removal of any existing SAFESHELL and/or installation of any new or used SAFESHELL is not included.

Notwithstanding anything to the contrary in this Warranty any damage to Owner's SAFESHELL product or any defect thereof which results in whole or in part from any of the following causes is NOT the responsibility of USGreentech and is NOT covered by this Warranty:

1. Improper installation of SAFESHELL, including, without limitation, failure to comply with USGreentech installation instructions.
2. Improper design or construction of the sub-base or drainage system of the sports field or playing surface in which the SAFESHELL is installed.
3. Use of the sports field or playing surface for purposes other than that for which it was designed and installed.
4. Treatment of the sports field in which the Safeshell product is utilized that is in any way, fashion or method not expressly contemplated within the traditional understanding of the typical use of athletic competition generally engaged in by the agents, employees, associates and permittees of Owner. This includes, but is certainly not limited to, the allowance of any vehicular traffic on this field that is equipped with anything other than smooth tread pneumatic tires, the staging of any display of any fireworks or other incendiary device, the erection of any stage or other structure whatsoever that utilizes the anchoring of any component of said structure to the field, or any other application that exceeds the reasonably foreseeable use of the field as a venue for the aforementioned athletic competition typically engaged in by the Owner and its invitees. Notwithstanding this exclusion, USGreentech is not herein



prohibited from waiving this particular exclusion in the specific circumstance wherein the Owner has communicated its intention for such a non-traditional use and has adopted the use of a field protection system that USGreentech expressly approves so as to protect the field from that specific use.

5. Use of footwear having cleats of more than 5/8" in length or shoes having metal cleats, spikes or similar metal projections, other than conventional metal-tipped football or rugby cleats. Metal track spikes and metal baseball cleats are expressly prohibited.
6. Use of harsh cleaning chemicals, herbicides or pesticides.
7. Use of improper cleaning methods.
8. Failure to properly maintain the installation with recommended equipment.
9. Failure to maintain SAFESHELL at the turf manufacturer's recommended depth.
10. Acts of God or other conditions beyond the reasonable control of USGreentech.

No person or entity other than the Owner or USGreentech shall have any rights to enforce any term of this Warranty. USGreentech 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 USGreentech or to any financially responsible party in connection therewith.

This Warranty shall be governed by the laws of the State of Ohio. Any dispute arising out of or related to this Warranty or the contract or contracts related to the sale and/or installation of SAFESHELL shall be resolved in accordance with Paragraph 16 of USGreentech's Terms & Conditions.

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 USGreentech at 800-548-0402. NOTE: No claims made under this Warranty will be valid unless a written claim notice is filed with USGreentech as provided herein.



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REGISTRATION FORM

Location or identification of playing field(s) covered by this Warranty: _____

Name of Contractor responsible for SAFESHELL installation: _____

Quantity of SAFESHELL installed: _____ (to be filled out by USGreentech)

Type and source of sand ballast installed with SAFESHELL: _____

Is this a USGreentech-approved sand: Yes | No

Type of pad installed with SAFESHELL: _____

Type of turf installed with SAFESHELL: _____

Is this a USGreentech-approved pad: Yes | No

Date of installation: _____

Purchase order number issued to USGreentech: _____

OR

Product Code (located on back of 50 lb bag or supersack label): _____

Owner's Name

By: _____ Date: _____

Title: _____

USGreentech, L.L.C.

By: _____ Date: _____

Title: _____

Within 90 days after installation of SAFESHELL, please send the completed **Safeshell® Limited Product Warranty REGISTRATION FORM** to:

USGreentech, L.L.C.
Attn: SAFESHELL Limited Warranty Claim Dept.
5076 Wooster Road
Cincinnati, Ohio 45226

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