MURFITTS INDUSTRIES WARRANTY: PRO-gran

Warranty Details:

The Contractor	[insert name and address]
Project Name	[insert]
Project/Contract Number	[insert details of your contract with the Contractor]
Details of Goods supplied	[insert volume and specification of PRO-gran supplied]
Contractor's Client	[insert details of the ultimate client]
Site	[insert site details and surface area of pitch]
Region	Northern and Western Europe
Permitted Pitch Use	[insert details of pitch use e.g. rugby, hockey, soccer]
Warranty Issue Date	[insert start date of the warranty]
Warranty Duration	10 years

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1. Basis of the Warranty

(a) The warranty within this document is given by Murfitts Industries Limited ("**Murfitts**") in consideration for the purchase of the Goods (as detailed above) by the Contractor from Murfitts. This warranty is given solely to, and for the sole benefit of, the Contractor in respect of the Goods supplied to the Contractor for use at the Site and for the Permitted Pitch Use (each as defined above). This warranty is not given to the Contractor's Client and the relationship for the supply of the Goods to the Contractor's Client shall be a matter between the Contractor's Client and the Contractor.

(b) The warranty within this document is given in addition to the standard warranty that Murfitts has given to the Contractor within Murfitts' standard terms and conditions of business, as incorporated into the contract for the supply of the Goods.

(c) The benefit of this warranty may not be novated, assigned or otherwise transferred by the Contractor. No third party, including the Contractor's Client, may enforce the terms of this warranty. This warranty is given solely for the benefit of the Contractor and is given, and remains at all times, subject to the terms set out in this document.

MURFITTS INDUSTRIES WARRANTY: PRO-gran

2. Scope of the Warranty

(a) Murfitts warrants that, subject to the terms and conditions set out in this document, the coating applied to the rubber crumb which forms the Goods shall for the duration of the Warranty Period:

(i) will be free from any and all defects in materials and workmanship
(ii) will not fade or discolor such that the score of the EN ISO20105-A02 Gray Scale Test Method (UVA (340 nm) ageing (9600 Kj) per the FIFA 2015 & WORLD RUGBY 2016 handbooks) would be lower than three (3) points;
(iii) will not degrade or break down due to ultraviolet (UVA and UVB) and/or climatic exposure
(iv) will not clump or agglomerate; and
(v) will not stain when in contact with other materials;
(the **'Warranty'**)

(b) The Warranty is given (subject to the standard product warranty included within the standard terms and conditions of business of Murfitts which are incorporated into its contract for supply of the Goods to the Contractor) exclusive of all other warranties, whether written, oral, expressed, implied or statutory which are hereby excluded to the fullest extent permitted by law.

3. Warranty Parameters and Exclusions

(a) Murfitts shall only be liable under the Warranty if the Contractor has made payment for the Goods in full and in cleared funds within the agreed payment period. If the Contractor fails to comply with such payment terms, this document shall terminate without any liability of Murfitts to the Contractor as a result.

(b) The Warranty is given by Murfitts subject to the following requirements and exclusions:
(i) the Goods must be used at the Site solely for the Permitted Pitch Use;
(ii) if the pitch at the Site has multiple cross-field playing areas, they must be used equally in rotation;
(iii) the pitch (and thus the Goods) must be maintained at all times in accordance with the Contractors guidelines;
(iv Murfitts shall have no liability for breach of the Warranty to the extent that the breach is caused by:
(a) use of the Site other than for the Permitted Pitch Use;
(b) fair wear and deterioration;
(c) vandalism, fire, acts of God or general contamination;
(d) use of incorrect or inappropriate footwear on the pitch;
(e) chemical reactions with inappropriate cleaning agents and/or weed killers, rock salt, contaminated water sources and or any other similar agent;
(f) poor or incorrect installation of the Goods;
(g) improper maintenance, replacement or repair (being maintenance and repair other than in accordance with the instructions issued by the Contractor from time to time (or, if none are issued, other than in accordance with good trade practice); maintenance, replacement and repair other than with the consent of Murfitts), including excessive mechanical grooming,
(h) improper design and/or construction of the sports surface on which the Goods are used;
(i) any incident during delivery to Site, whilst awaiting installation, during storage and/or during the installation process itself;

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(j) the presence and/or use of materials or equipment at the Site which would not normally be found on the relevant sporting surface; and/or

(k) associated sports equipment used on the surface.

(vi) The Warranty shall cease to apply (and Murfitts shall have no further liability under the same) if the pitch on which the Goods are used is lifted and either: (i) moved to a location other than the Site and/or re-laid at the Site.

(c) Murfitts does not guarantee the playing performance, nor does it provide any warranty or commitment relating to the carpet or general installation at the Site and such issues are not covered by the Warranty.

4. Making a Warranty claim

(a) If the Contractor considers that it has a claim under the Warranty, it must:

(i) set out the claim in writing to Murfitts within 30 days of discovering the alleged defect;

(ii) allow Murfitts or its agents free and reasonable access to the Site to inspect, uplift and test the Goods and/or arrange (at the request of Murfitts) for the return to Murfitts of a sample of the Goods which are the subject of a claim under the Warranty;

(iii) provide Murfitts with accurate and true records showing hours of usage, actual playing hours and confirmation that the pitch has only been used for the Permitted Pitch Use; and

(iv) provide any and all additional information, assistance, data and materials which Murfitts may reasonably request in order to enable it to assess the validity of the Contractor's claim for breach of the Warranty, including but not limited to the supply of maintenance logs, maintenance contractor receipts, maintenance reports, etc.

(b) Failure on the part of the Contractor to comply with this paragraph 4 may (at the discretion of Murfitts) invalidate the Contractor's claim under the Warranty and, in such cases, Murfitts shall have no liability for breach of the Warranty.

5. Remedies and Limitation of Liability

(a) If there is a breach of the Warranty, the liability of Murfitts under and in connection with that breach of Warranty shall be limited (at the option of Murfitts) to either the replacement of the defective Goods or the payment to the Contractor.

(b) In no event shall Murfitts be liable for loss of income or revenue (whether by the Contractor, the Contractor's Client or any third party) as a result of the breach of Warranty and Murfitts' liability relating to the supply of the Goods shall in all cases be subject to the terms of the relevant contract with the Contractor, including the limitations and exclusions of liability as set out in Murfitts' terms and conditions of sale.

(c) If Murfitts replaces any of the Goods as part of the Warranty, the replacement Goods shall be subject to the Warranty for the balance of the original Warranty Period. The Warranty Period shall not start again for any replacement Goods issued by Murfitts.

(c) This Warranty document and any dispute or claim (including non-contractual disputes and claims) arising out of or in connection with this document, its formation or its subject matter shall be governed and construed and take effect in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts in respect of any dispute or claim arising out of this Warranty document.

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MURFITTS INDUSTRIES WARRANTY:
PRO-gran

Signed on behalf of Murfitts Industries Ltd:

Name:

Date:

Signed on behalf of the Contractor:

Name:

Date:

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