

SUPERIOR SYNTHETIC GRASS & TURF, LLC GENERAL TERMS AND CONDITIONS

1. **Applicability.** These terms and conditions of sale (these “Terms”) are the only terms which govern the sale of the goods (“Goods”) and services (“Services”), in each case pursuant to the attached quote or any amendment thereto (“Quote”), by Superior Synthetic Grass & Turf, LLC, a Texas limited liability company (“SSGT”) to the customer named in the Quote (“Customer”).
2. **Project Scope.** SSGT will furnish all of the equipment, materials, and labor necessary to complete the project described in the Quote (“Project”). All labor will be performed in a timely manner in accordance with the specifications in the Quote and with all applicable building codes. SSGT agrees to remove all construction debris resulting from the Services.
3. **Project Schedule.** SSGT shall use reasonable efforts to render the Services in accordance with any performance dates specified in the Quote, but any such dates shall be estimates only. Customer acknowledges that installation may be delayed due to unforeseeable circumstances which may include, without limitation, delays in shipment, abnormal or adverse weather conditions, or any other causes beyond the control of SSGT. In any event, SSGT shall not be liable for any damages or losses caused by such delays, weather conditions or other causes beyond SSGT’s control.
4. **Payment.** Customer agrees to pay SSGT in the amounts and at the times indicated in the Quote. The agreed-upon price includes all labor, equipment and materials unless otherwise stated. If Customer fails to make a payment when due, SSGT may, in its sole discretion, suspend work on the Project without breach, pending payment or resolution of the dispute. If final payment is not received within sixty (60) days after the completion of the Project, a lien may be filed upon the property where the Services were performed. A fee of \$50 will be charged for returned checks.
5. **Change Orders.** Any changes to the Project or the Quote requested by or on behalf of Customer will be performed by SSGT only when both parties have signed a written order that indicates such changes, including any changes in the quoted price.
6. **Appearance Disclaimer.** Customer hereby acknowledges that (i) synthetic grass samples are representative only and will most likely not be exactly the same as the synthetic grass that Customer receives, (ii) there are a variety of factors that may cause synthetic grass to look different, including, but not limited to, moisture and ambient temperature the day of coating and variances in manufacture run lots and (iii) some synthetic grass seams are impossible to hide depending on the type of synthetic grass and seam configuration.
7. **Unforeseen Obstacles.** Customer acknowledges that SSGT shall not be liable for any unforeseen obstacles on the premises where the Services are performed, including, but not limited to, the following: (i) Irrigation heads/lines. Under no circumstances will SSGT be liable for damage to any irrigation heads, cable wire, electrical wire, phone lines, etc., but SSGT will make commercially reasonable efforts to avoid such damage. In the event that damage to the irrigation system does occur, SSGT will make repairs thereto, at Customer’s request, for an additional cost. If the irrigation system is to be deactivated, SSGT will bury the irrigation system at Customer’s request. In the event SSGT relocates an irrigation head in connection with the Services, Customer shall be responsible for readjusting such sprinkler head; (ii) Underlying soils. Under no circumstances will SSGT be liable for damage caused by expansive soils or settlement of the underlying soils, including, without limitation, in any new home construction where it is common for the ground to be insufficiently compacted; or (iii) Subterranean obstacles. In the event hard rock or roots are discovered during digging or excavating, SSGT may charge Customer an additional charge to compensate for the additional labor costs to overcome such obstacles. Specifically, if it requires more than one (1) hour to clear such obstruction, SSGT will charge Customer up to an additional \$275 per hour after the first hour to clear such obstruction. If outside professional services are required (such as an electrician, plumber, etc.) the cost for those professional services will be paid by Customer along with the cost of any necessary rental equipment.
8. **Customer Responsibilities.** Customer hereby acknowledges that it will (i) not unreasonably disturb utility location flags or work in progress, (ii) make available a temporary location for delivery of the Goods, including clearing item(s) from the Project area for installation access, and (iii) furnish, without charge to SSGT, all necessary water and power during installation period.
9. **Limited Warranty.** SSGT hereby warrants the Services against defects in workmanship for a period of one (1) year from date of installation (“Services Warranty Period”). SSGT shall be given the first opportunity to make any repairs, replacements, and or corrections to the defective Services at no cost to Customer within the Services Warranty Period. This Limited Warranty is void if the Services performed by SSGT have been modified, altered, defaced, and/or had repairs made or attempted by any person other than SSGT. Notwithstanding the foregoing, SSGT makes no warranties regarding (i) ground swelling or heaving from any conditions outside of the control of SSGT, (ii) damage from accidents, vandalism, abuse and/or neglect, (iii) acts of God (including earthquakes, floods, hurricanes, and other natural disasters), (iv) use of chemicals and improper cleaning methods, (v) failure to properly maintain, protect, and/or repair the Goods, (vi) damage caused by reflection (melting) or other flammable materials (such reflections sources include, but are not limited to, windows, vinyl fences, metal blocks, concrete/stucco walls, etc.), (vii) normal wear and tear, including matted-down blades, or (viii) visual lines caused by the variation of the color yarns and the manufacturer tufted stitch lines. For the avoidance of doubt, SSGT makes no warranties regarding the Goods, but will pass to Customer all warranties, indemnifications, and other protections made available to SSGT by the applicable manufacturer, to the extent permitted. In the event that any Goods are defective, damaged, or otherwise not in conformance with the applicable manufacturer’s warranties, Customer will look solely to the applicable manufacturer for such indemnity, protection, or other applicable relief. **EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 9, SSGT MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF**

TRADE, OR OTHERWISE.

10. **Limitation of Liability.** IN NO EVENT SHALL SSGT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SSGT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
11. **Termination.** Customer may terminate the Project at any time prior to commencement of installation, provided, however, that such termination must be provided to SSGT in writing, and, provided further, that if Customer notifies SSGT of its decision to terminate the Project less than three (3) days prior to date of installation (a "Late Termination"), such Late Termination shall constitute a default by Customer under these Terms and Customer shall forfeit to SSGT the fifty percent (50%) down payment collected in accordance with the Quote. The parties intend that this forfeiture of the down payment constitute compensation to pay for cost of the Goods obtained for the Project and not a penalty. The parties acknowledge and agree that the harm caused by such Late Termination would be impossible or very difficult to accurately estimate at the time of the Quote, and that the forfeited down payment is a reasonable estimate of the anticipated or actual harm that might arise from such Late Termination. For the avoidance of doubt, the term "Late Termination" shall not include any rescheduling (but not termination) of the Project by (a) Customer to a date that is within thirty(30) days of the original date of installation or (b) SSGT. In addition to any remedies that may be provided under these Terms, SSGT may terminate the Project with immediate effect upon written notice to Customer, if Customer (i) fails to pay any amount when due under the Quote or these Terms, (ii) has not otherwise performed or complied with any of these Terms, in whole or in part or (iii) work has not been initiated and all payments previously made by Customer have been returned.
12. **No Third-Party Beneficiaries.** These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
13. **Governing Law; Venue; Waiver of Jury Trial.** All matters arising out of or relating to these Terms or the Quote are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of or relating to these Terms or the Quote shall be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in the City of Fort Worth and County of Tarrant, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. **EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THESE TERMS AND/OR THE QUOTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS AND/OR THE QUOTE, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**
14. **Severability.** If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.
15. **Amendments; Entire Agreement.** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party. The Quote and these Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

Customer Name (Print) _____

Superior Synthetic Grass & Turf, LLC

(Signature) _____

(Signature) _____

Date _____

Name _____

Title _____

Date _____