

# SANDTRAPPER 10-YEAR LIMITED PRODUCT WARRANTY

Indian Valley Industries, Inc ("IVI-GOLF") warrants its Sandtrapper branded products (Sandtrapper II, Sandtrapper MD, and Sandtrapper I ("Products")) to the Customer (End User), for Products purchased globally, in the manner and subject to the limitations hereafter set forth.

The term of this Limited Product Warranty is ten (10) years ("Limited Warranty Period") or as indicated by the Pro-Rated Replacement schedule hereafter set forth. For Products purchased directly from IVI-GOLF or its resellers, the Limited Warranty Period begins on the date of shipment.

The Limited Product Warranty does not cover any ancillary products such as sod staples or other fastener-related products provided by IVI-GOLF. It is also further limited as follows:

1. During the Limited Warranty Period, IVI-GOLF will provide product support in the form of reviewing and recommending product installation and maintenance guidelines. Failure to comply with these recommendations will void this warranty. The scope of technical support consists of helping the Customer diagnose and resolve problems with potential defects in Products covered by this Limited Product Warranty and to determine if all installation and maintenance guidelines have been followed. On request, IVI-GOLF will provide technical support in advance of the installation process to ensure all installation guidelines are followed. **IVI-GOLF IS NOT THE COMPANY RESPONSIBLE FOR THE INSTALLATION OF ITS PRODUCTS. ANY FAILURE TO COMPLY WITH THE INSTALLATION GUIDELINES BY THE INSTALLER WILL VOID THIS WARRANTY.**
2. During the Limited Warranty Period, IVI-GOLF warrants that its Products will be free from defects in materials and workmanship. During the Limited Warranty Period, IVI-GOLF will, at its option: (i) provide replacement product necessary to repair the defective area based on the Pro-Rated Replacement Schedule hereafter set forth, or (ii) provide technical assistance to repair the defective area. Replacement product will not include any ancillary products such as sod staples or other fastener-related products. Replacement product will be provided once: (i) the defective product area is confirmed by an on-site inspection by IVI-GOLF, or (ii) the defective product area is shipped back to IVI-GOLF at the Customer's expense for review by IVI-GOLF.
3. This Limited Product Warranty does not cover any misuse or minor imperfections or variations that meet design specification or imperfections that do not materially alter or affect functionality.
4. This Limited Product Warranty does not cover and IVI-GOLF is not responsible for:
  - a. damages caused by misuse, abuse, accidents, fire, theft, disappearance, misplacement, extended sunlight exposure, acts of God (including but not limited to: earthquakes, floods, tornadoes), reckless, willful, or intentional conduct.
  - b. damages caused by improper maintenance methods.
  - c. damages caused by usage that is not in accordance with the Product under normal use as instructed in the installation and maintenance guidelines.
  - d. Product installations where the bunker is not entirely (100%) covered by the Product.
  - e. cosmetic damage that does not affect functionality.
  - f. any extreme pressures or stresses from mechanized equipment or any other source.

1-888-970-5111

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5. **Pro-Rated Product Replacement Schedule.** Should the Customer require replacement terms, where Product repair is not possible, IVI-GOLF's responsibility under this Limited Product Warranty will be the replacement of the defective product area on a pro-rated basis in accordance with the schedule below. Cost will be calculated based on the original invoice cost of the Product.

Warranty Year	Replacement Cost
One through Four	0%
Five	35%
Six	45%
Seven	55%
Eight	65%
Nine	75%
Ten	85%

Product replacement will be restricted to defect area and will not extend beyond such proven area unless reviewed and accepted by IVI-GOLF in writing. IVI-GOLF's replacement responsibility under this Limited Product Warranty does not cover any freight or shipping costs associated with the replacement of defective product nor any sod staple or fastener cost associated with installing replacement product.

6. **Implied Warranties. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY COVERING ANY DAMAGES OR LOSS OF BUSINESS INCURRED BY END USER PERCEIVED AS CAUSED BY PRODUCT DEFECT IS EXCLUDED.**
7. **Limitation of Warranty. IVI-GOLF SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.** IVI-GOLF's maximum liability is limited to the Pro-Rated Replacement Schedule. IVI-GOLF is not responsible for matters beyond its control, including without limitation bunker maintenance costs, equipment damage, sand replenishment, interruption of business, lost profits, and all other consequential, punitive or special damages.

**IVI-GOLF MAKES NO WARRANTY OF ANY KIND OTHER THAN THOSE CONTAINED HEREIN AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. THIS WARRANTY BECOMES AN OBLIGATION OF IVI-GOLF ONLY UPON RECEIPT OF FINAL PAYMENT FROM THE CUSTOMER.**

This limited product warranty and all sales of the products shall be governed by the laws of the state of New York, without regard to conflicts of laws rules.

Contact Information. Please send correspondence about this Agreement to: Sandtrapper Warranty Service, IVI-GOLF, P.O. Box 810, Johnson City, NY 13790

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