

Warranty terms and conditions

Limited warranty agreement for ZK[®] Artificial Grass

This document describes the limited warranty agreement ('Warranty') of Zmarai Koot General Trading LLC (hereinafter referred to as 'ZK[®]') regarding your (hereinafter referred to as the 'Buyer') purchase of ZK[®] Artificial Grass products as from September 2021.

The agreement is subject to the conditions described below and subject to the attached conditions ('Conditions limited warranty'). ZK[®] is not obliged to notify any Buyer, or future Buyer, after a certain date about any possible amendments or the non-applicability of this limited warranty regarding the supplied products (hereinafter referred to as the 'Products'). The Warranty as described below is subject to the limits and other herein described conditions and is subject to the conditions as attached to this document ('Conditions limited warranty'). This warranty only applies to a sales agreement between ZK[®] and the Buyer in case it is referred to.

Conditions Limited warranty

1. Limited warranty

ZK[®] warrants to the Buyer that under normal conditions, ZK[®] products will sustain their UV stability and tensile strength during the applicable warranty period described in the Attachment between ZK[®] and the Buyer for the sale of ZK[®]'s artificial grass products. For purposes of this warranty, a product whose original tensile strength does not decrease by more than 50% will be judged to have sustained its UV stability and tensile strength. All ZK[®] branded products sold by ZK[®] above 10mm in pile height are covered by a 5 Year Warranty. The applicable warranty period begins with ZK[®]'s invoice for the product. Warranty covers product only and not the installation, groundwork or labour. ZK[®] does not take responsibility for third party installation.

2. Remedy

ZK[®] will replace, as ZK[®] deems necessary, the product which is determined by ZK[®] not complying with the above warranty. If replacement is deemed necessary, ZK[®] will supply replacement product, and for the product which is determined by ZK[®] not complying with the above warranty, allowing the purchase price for the replacement product multiplied by a fraction, the numerator of which is the number of months remaining in the warranty period and the denominator of which is the total number of months in the warranty period. The Buyer shall pay the portion of the purchase price for the replacement product not allowed by

ZK®. ZK® shall neither be obligated to remove or dispose of the defective turf or install the new turf, nor be obligated to pay the cost for such removal, disposal or installation.

3. Coverage limitations

This warranty is inapplicable (i) to products used for any purpose other than mild usage landscape purposes, (ii) to any damage caused during or on account of improper handling, storing, transportation, installation or repairs unless the improper conducts are committed by ZK®, or (iii) to the extent that any defect or damage is caused by:

1. Burns, cuts, accidents, vandalism, abuse, negligence or neglect;
2. Japanese Knot Weed, Bamboo, Mare's Tail, Tree Root Growth or any other horticultural external influence;
3. Wild animal damage including Badgers, Moles, Foxes and any other non-domestic pet;
4. Damage from Dogs, Cats, Rabbits or any other domestic pet;
5. Reflection from Mirrors and/or glass onto the product;
6. Subsidence caused by ground movement and/or tree roots;
7. Improper design or failure of the sub-base of the sports field or court;
8. Drainage defects or deficiencies on the sub-base and/or its surrounding area;
9. Wear or abrasion caused by an inadequate sub-base;
10. Any harmful chemical reaction to the Product caused by infill or other surrounding materials;
11. Use of improper footwear or sports equipment;
12. The surface being used for the purpose other than that for which it was designed and installed;
13. Application of improper cleaning methods;
14. Use of cleaning chemicals, herbicides or pesticides;
15. Forces majeure or other conditions beyond the reasonable control of ZK
16. Post fibrillation after or during installation for purposes other than to get the infill materials in place; or

17. Failure to properly maintain, protect or repair the Products.
18. Carelessness, vandalism, fire, accidents, tears, neglect or improper use.
19. Improper use of glue and/or infill sand.
20. Exposure to surfaces with temperatures higher than 55° C, directly or indirectly through reflection.
21. Flattening: normal use may cause the artificial grass surface to flatten. The longer the fibres, the more likely this will happen, especially when the artificial turf is used intensively.

All products are subject to normal wear and tear. In addition to the factors mentioned above, wear and tear depends on, without limitation, the intensity of use of the product. -- Normal intensity of use is considered to be 30-60 hours of use on average per week with the condition that each player has at least 125 square meters on the field. ZK® does not warrant against normal wear and tear. ZK® shall not be responsible for any warranty issued or made by the Buyer to third parties, including, without limitation, any warranty made by the Buyer with respect to the useful life of the products. The Buyer should carefully read the latest versions of ZK® product information materials, literature and recommendations on product maintenance and performance optimization.

4. Limitation of liability

ZK® ENTIRE LIABILITY FOR ANY DEFECTIVE PRODUCT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE FOR THE DEFECTIVE PRODUCTS. ZK® SHALL IN NO EVENT BE HELD LIABLE, WHETHER ON THE BASIS OF CONTRACT OR TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY AND/OR EQUITABLE THEORY), FOR LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSSES, OR FOR INDIRECT, SPECIAL, INCIDENTAL, ARISING FROM OR IN CONNECTION WITH THE USE, CONDITIONS, POSSESSION, PERFORMANCE, MAINTENANCE, NON-DELIVERY OR LATE DELIVERY OF THE PRODUCTS, EVEN IF ZK® HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. CONSEQUENTIAL, PUNITIVE.

5. No other warranties

THE WARRANTY PROVIDED HEREIN IS THE SOLE EXCLUSIVE WARRANTY WITH REGARD TO ZK® PRODUCTS AND REPLACES ANY AND ALL OTHER WARRANTIES, WHETHER ORAL OR IN WRITING, OF ANY KIND CONCERNING ZK® PRODUCTS. THE

REMEDIES OF REPAIR AND/OR REPLACEMENT PROVIDED IN ARTICLE 2 HEREOF ARE THE SOLE OBLIGATIONS OF ZK®, AND THE SOLE REMEDIES OF THE Buyer, UNDER THIS WARRANTY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ZK® MAKES NO STATEMENTS OR WARRANTIES OF ANY KIND OR NATURE CONCERNING ANY OF ITS PRODUCTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

6. Modifications

This warranty and ZK® standard terms and conditions of sale are the complete, final and exclusive agreement of the parties with respect to the quality and performance of the Products and any and all warranties concerning the Products. No dealer, sales representative or similar person is authorized to grant warranties which are not covered by this warranty, to extend any warranty period hereunder or otherwise to change, modify, amend or supplement the provisions of this warranty. Any change, modification, or supplement to this warranty must be made in a written instrument signed by an authorized representative of ZK®.

7. Waiver

Any ZK® failure to exercise, or delay in exercising any right, power or remedy hereunder shall not be considered as a waiver thereof. No single or partial exercise of any right, power or remedy by ZK® preclude any other or further exercise thereof or the exercise of any other right, power or remedy. VIII. Severability. If any provision or any portion of any provision of this warranty be held to be illegal, invalid or unenforceable by a competent judicial court, the remaining provisions or portions thereof shall remain in full force and effect and shall remain to be a binding agreement of the parties with respect to the subject matter hereof.

8. Assignment

Without ZK®'s advance written consent, the Buyer may not transfer, convey or otherwise assign all or any of its rights under this warranty. This warranty is to benefit and be binding upon ZK® and the Buyer and their respective successors and authorized assigns. Claims under this warranty may only be made by the Buyer and not by the Buyer's sub-buyers or any other third parties.

9. Notification of Claims

Claims under this warranty must be tendered in writing within 30 days after the discovery of the alleged defect, accompanied with proof of installation date, original signed and stamped invoice from ZK® with warranty mentioned, name of installation company, batch number of grass installed, location of installation, product sample, sample of infill material(s) and a minimum of five clear pictures, showing the problem, to:

Zmarai Koot General Trading

Office F-81, Souk Al Fahidi, Souk Al Kabeer, Bur Dubai, Dubai 55233

info@zkgrass.com

ZK® shall not be held to bear any costs or expenses incurred by the Buyer or others with regard to any tests, inspections or consultations carried out by the Buyer or others.

** ZK® reserves the right to explain and modify the above items.