

Conditions and guidelines: Oryzon® grass product guarantee

1. What is covered under this Guarantee?

This Guarantee covers manufacturing defects related to the UV resistance of the following artificial grass products:

Oryzon® Arcadia °
Oryzon® Astra °
Oryzon® Cocoon °
Oryzon® Cypress point °
Oryzon® Elite
Oryzon® Erba
Oryzon® Forestland
Oryzon® Grassland
Oryzon® Lakeside
Oryzon® Magnolia °
Oryzon® Mountain Creek
Oryzon® Parkland
Oryzon® Pine Valley °
Oryzon® Riverview
Oryzon® Riviera +
Oryzon® Springtime
Oryzon® Sunset
Oryzon® Walnut Creek
Oryzon® Wanderlust
Oryzon® Woodland
Oryzon® Wimbledon °

as manufactured by BFS Europe NV (the “Company”)
Hereinafter the “Product(s)”

2. Limited guarantee

Subject to the terms, conditions and limitations contained in this Product guarantee certificate, the Company guarantees to the person, firm or entity purchasing the Product as indicated on the signature page hereof (“Purchaser”) that under normal conditions, during the applicable guarantee period referred to below, the Oryzon® Grass products will maintain the following specific features related to UV-durability:

- Material strength, specified by the tensile strength of the artificial grass filaments according to EN ISO 2062.
- Colour appearance after exposure to artificial weathering according to EN ISO 4892-2. The colour change is assessed by the grey scale value according to ISO 105-A02:1993.

The above mentioned test and evaluation standards are further explained in Annex 1.

3. Life expectancy of the Product - Duration of Guarantee

The lifetime of the Product depends on the intensity of use of the artificial grass and the climate weathering conditions. Weathering is defined as the response of a material to an outdoor environment, which can result in deterioration and influences the lifetime of the product. The primary factors that influence weathering are a combination of the local solar radiation, temperature and moisture effects. In the Product the effects of weathering are prevented through the use of special UV-additives. The weathering durability is assessed through standardized test procedures.

Other factors that influence the life expectancy of the Product is

- Correct installation
- Maintenance of the turf, for example no use of chemicals such as detergents
- The level and type of infill. In case infill is used, use rounded, washed, dry river sand only.

The product has a limited guarantee, depending on the geographical location, as described by the table in Annex 2. The table refers to the long-term average irradiation map, as published by SolarGIS. For purposes of this guarantee, a product will be deemed to have maintained its UV-durability if during the specified guarantee period:

- The original tensile strength of the product does not decrease by more than fifty percent.
- The change in colour compared to the original colour is not lower than three on the grey scale test according to ISO 105-A02:1993.

The applicable product guarantee period begins on the original date of first purchase of the Product by the customer of BFS Europe NV. In order to rely on this guarantee, proof of purchase by presenting the original sales memo issued is required to evidence the first purchase. The original sales memo needs to contain sufficient information for correct identification of the product.

4. Exclusions/limitations

All artificial grass products are subjected to normal wear and tear. Normal wear and tear is subject to the intensity of use and is not a manufacturing defect, it is therefore not covered by this guarantee. In addition the guarantee does not cover

- Products that have been stored or assembled incorrectly, used inappropriately, abused, misused, altered, or cleaned with wrong cleaning methods or wrong cleaning products;
- normal wear and tear, cuts or scratches, abnormal bending, damage caused by impacts or accidents;
- Products that have not been assembled in accordance with the assembly instructions that accompanies the product;
- damages caused by external factors such as extreme climate conditions or other conditions beyond the reasonable control of the Company;
- Products that has been placed less than one meter of solar blocking windows;
- bargain items;
- Products that have not been maintained in accordance with the maintenance instruction in the installation procedure;
- any Products without the original sales memo;
- if the product is used for any application other than garden or landscape applications
- any damage caused during or on account of improper processing, installation or repairs, or
- to the extent that any defect or damage is caused by:

- Burns, cuts, accidents, vandalism, abuse, negligence or neglect;
- Improper design or failure of the sub-base of the artificial grass;
- Wear or abrasion caused by an inadequate or improper designed sub-base
- Use of infill products of an incorrect grade such as desert or sea sand;
- Use of inappropriate footwear or sports equipment;
- Use of cleaning chemicals, herbicides or pesticides;
- Failure to properly maintain, protect or repair the artificial grass.

The Company shall not be responsible for any guarantee issued or made by Purchaser to third parties, including, without limitation, any guarantee made by Purchaser with respect to the useful life of the synthetic grass containing the products. Every Purchaser should carefully read the latest versions of Company's product information materials and literature for information about optimizing the performance of the artificial grass.

In no event shall the company be liable, whether in contract or in tort (including negligence) or under any other legal theory (including strict liability), for lost profits or revenues, loss of use or similar economic loss, or for indirect, special, incidental, consequential, punitive or similar damages arising out of or in connection with the use, condition, possession, performance, maintenance, non-delivery or late delivery of the products, even if the company has been advised of the possibility of such damages.

The guarantee provided herein is the sole and exclusive guarantee with respect to the product and supersedes any and all other guarantees, oral or written, of any type relating to the product. Any products of the company not covered by this guarantee are sold "as is". The remedy of replacement set forth in Section 7 is the sole obligation of the company grass, and the sole remedy of purchaser, under the guarantee provided herein. Except as provided herein, the company makes no other representations or warranties of any kind, nature or description with respect to any of its products, express or implied, including, without limitation for example non-infringement of third party rights.

5. Care & storage instructions

To be able to rely on this guarantee you need to follow the specific care and installation instructions for every Product; see details on <http://oryzongrass.com> under "Installation". The product needs to be stored before installation at all times in a cool, dark & dry environment.

6. Claim handling - How to reach us

Claims under this guarantee must be submitted in writing together with proof of artificial grass installation date, name of installation company, batch and lot number, location of installation, product sample/fibre material, sample of infill material(s) if used, and a minimum of three clear pictures showing the problem to:

BFS Europe nv
Ingelmunstersteenweg 162
8780 Oostrozebeke - Belgium
info@oryzongrass.com

The Company shall not be responsible for any costs or expenses incurred by Purchaser or others with respect to any tests, inspections or consultations conducted by Purchaser or others. Claims must be

submitted within 30 days after discovery of the alleged defect. Purchaser must promptly inspect all Products upon delivery. Anything herein to the contrary notwithstanding, to the extent that any defects, shortages or non-conformities in the products are discoverable by inspection upon delivery of the products, all obligations of the Company to Purchaser with respect to such defects, shortages and non-conformities shall be deemed to be satisfied, and all products shall be deemed to be free of such defects, shortages and non-conformities, unless Purchaser notifies the Company of such defects, shortages or non-conformities in writing within 30 days after the date of delivery.

7. Remedy

If a product fails to perform as guaranteed during the guarantee period, the Company will provide a replacement product, F.O.B. Company's plant, for the relevant parts of the Product as determined by the Company which does comply with the above guarantee. The value of the similar replacement product will be defined as the residual value of the purchased product. The residual value is determined by the purchase price multiplied by a fraction, the numerator of which is the number of months remaining in the unexpired portion of warranty period and the denominator of which is the total number of months in the warranty period.

The Company shall not be responsible for removal or disposal of the defective turf or manufacture or installation of the replacement product.

8. Miscellaneous

This guarantee, together with Company's General terms of delivery and payment', is the complete, final and exclusive agreement of the parties with respect to the quality and performance of the products and any and all representations and warranties concerning the products. No dealer, sales representative or similar person has the authority to make any representations or warranties with respect to the products, to extend any guarantee period hereunder or otherwise to change, modify, amend or supplement the provisions of this guarantee. None of the provisions of this guarantee may be changed, modified, amended or supplemented except by a written instrument signed by an authorized representative of the Company. This guarantee applies to all Company's products sold to Purchaser beginning on the date this guarantee certificate is issued to Purchaser and continuing until the Company issues Purchaser a new guarantee certificate signed by an authorized representative of the Company that expressly supersedes this guarantee certificate in whole or in part. Any such new guarantee certificate will be effective upon receipt by Purchaser. Purchaser's purchase of any of Company's products following receipt of any new guarantee certificate from the Company will constitute Purchaser's acceptance of the terms and conditions of such new guarantee certificate.

9. Waiver

No failure on the part of the Company to exercise, and no delay by the Company in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by the Company preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

10. Governing law

This guarantee and the rights and obligations of the parties under this guarantee shall be governed by Belgian law, without regard to its conflicts of laws principles. Sales of products by the Company to Purchaser shall not be subject to the United Nations Convention on the International Sale of Goods.

11. Severability

If any provision or portion of any provision of this guarantee shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions thereof shall constitute the parties' agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

12. Assignment

Purchaser may not transfer, convey or otherwise assign all or any of its rights under this guarantee without the prior written consent of BFS Europe NV. Any such transfer or assignment by Purchaser without the Company's prior written consent shall be null and void and of no force or effect. This guarantee shall inure to the benefit of and be binding upon the Company and Purchaser and their respective successors and permitted assigns. Claims under this guarantee may only be made by Purchaser and not by Purchaser's customers or any other third parties.

Please sign this page in the space provided below and fax or e-mail a copy to the Company.

Please note that this guarantee is only valid after returning a signed copy.

ACCEPTED AND AGREED TO BY:

Company name:

Purchaser name:

Title:

Date:

Purchaser signature:

Annex 1: Test and evaluation standards to assess UV-durability

1.1 Retained Tensile Strength

The artificial grass filaments are tested before and after a certain amount of UV-exposure. The amount of UV exposure needed to reduce the retained tensile strength by more or equal than 50% determines the specified durability in Annex 2.

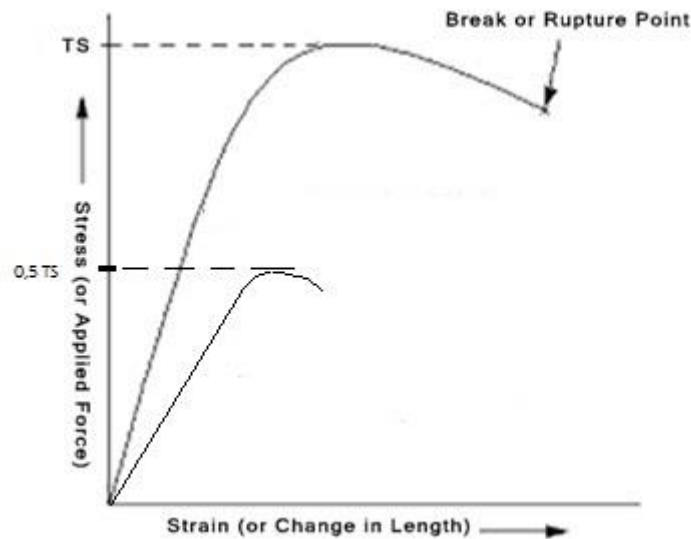


Figure 1: Retained tensile strength after UV exposure

1.2 Colour assessment according to grey scale

The artificial grass filaments are tested before and after a certain amount of UV-exposure. The artificial weathering exposure is done according to EN ISO 4892-2 (Method A; Cycle n° 1; 340 nm). After a certain UV exposure the colour shade is determined visually according to the scale in Figure 2.

The grey scale assessment is done according to ISO 105-A02:1993. In the scale, 1 represents the lowest or worst result, while 5 is the highest or best result.



Figure 2: Example of grey scale

Annex 2: Specification of guarantee (KLY) according to geographical location

		Long-term average of annual horizontal irradiation											
		kWh/m ²	700	900	1100	1300	1500	1700	1900	2100	2300	2500	2700
		KLy	60	77	95	112	129	146	163	181	198	215	232
Guarantee	KLy	kWh/m ²	Guarantee of the specified Oryzon® grass qualities in paragraph 1 (years)										
Amazonia°	800	9302	10	10	8	7	6	5	5	4	4	4	3
Arcadia°	600	6977	10	8	6	5	5	4	4	3	3	3	3
Astra°	600	6977	10	8	6	5	5	4	4	3	3	3	3
Cocoon°	600	6977	10	8	6	5	5	4	4	3	3	3	3
Cypress Point°	1000	11628	10	10	10	9	8	7	6	6	5	5	4
Elite	1000	11628	10	10	10	9	8	7	6	6	5	5	4
Erba	300	3488	5	4	3	3	2	2	2	2	2	1	1
Forestland	1000	11628	10	10	10	9	8	7	6	6	5	5	4
Grassland	1000	11628	10	10	10	9	8	7	6	6	5	5	4
Lakeside	1000	11628	10	10	10	9	8	7	6	6	5	5	4
Magnolia°	800	9302	10	10	8	7	6	5	5	4	4	4	3
Mountain Creek	800	9302	10	10	8	7	6	5	5	4	4	4	3
Parkland	400	4651	7	5	4	4	3	3	2	2	2	2	2
Pine Valley°	1000	11628	10	10	10	9	8	7	6	6	5	5	4
Riverview	800	9302	10	10	8	7	6	5	5	4	4	4	3
Riviera+	800	9302	10	10	8	7	6	5	5	4	4	4	3
Springtime	600	6977	10	8	6	5	5	4	4	3	3	3	3
Sunset	800	9302	10	10	8	7	6	5	5	4	4	4	3
Walnut creek	800	9302	10	10	8	7	6	5	5	4	4	4	3
Wanderlust	800	9302	10	10	8	7	6	5	5	4	4	4	3
Wimbledon°	800	9302	10	10	8	7	6	5	5	4	4	4	3
Woodland	800	9302	10	10	8	7	6	5	5	4	4	4	3

Table 1: Guarantee of the specified Oryzon® grass qualities in KLY (general)

Annex 3: Specification of guarantee (years) according to geographical location - ECUADOR

		kWh/m ²	1600
		KLy	138
Guarantee	KLy	kWh/m ²	Years
Amazonia °	800	9302	6
Arcadia °	600	6977	4
Astra °	600	6977	4
Cocoon °	600	6977	4
Cypress Point °	1000	11628	7
Elite	1000	11628	7
Erba	300	3488	2
Forestland	1000	11628	7
Grassland	1000	11628	7
Lakeside	1000	11628	7
Magnolia °	800	9302	6
Mountain Creek	800	9302	6
Parkland	400	4651	3
Pine Valley °	1000	11628	7
Riviera+	800	9302	6
Riverview	800	9302	6
Springtime	600	6977	4
Sunset	800	9302	6
Wanderlust	800	9302	6
Walnut creek	800	9302	6
Wimbledon °	800	9302	6
Woodland	800	9302	6

Table 1: Guarantee of the specified Oryzon® grass qualities in years for Ecuador

WORLD MAP OF GLOBAL HORIZONTAL IRRADIATION

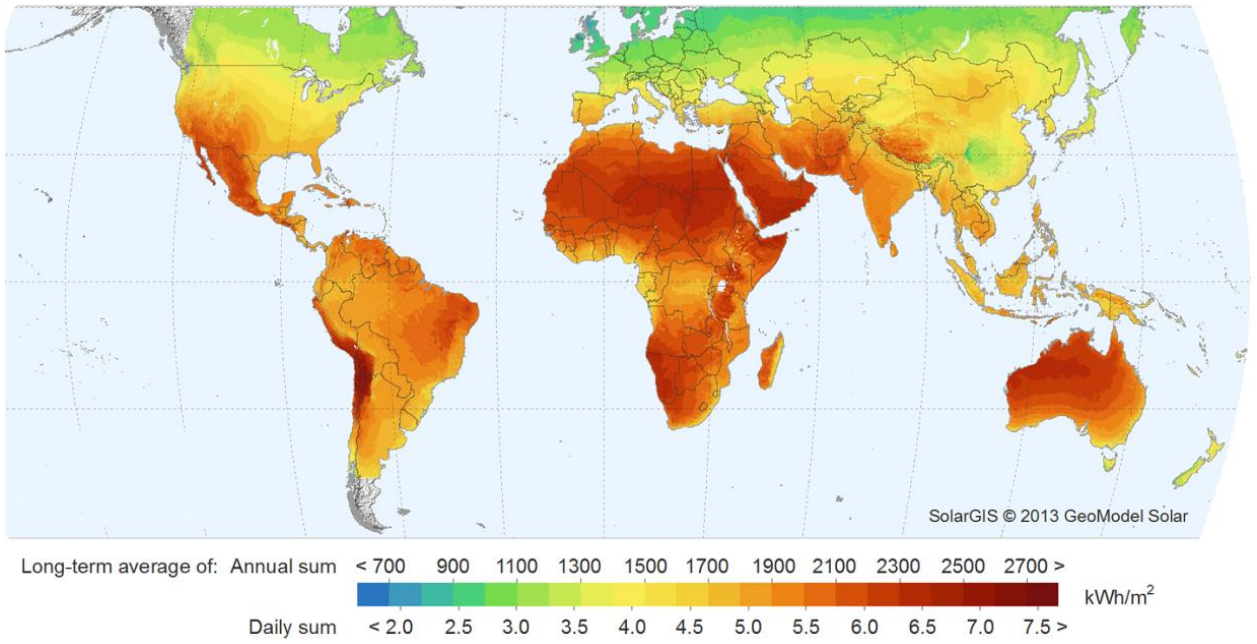


Figure 3: World map of Global horizontal irradiation